

VWS (UK) LTD VEOLIA - WATER TECHNOLOGIES
STANDARD CONDITIONS OF PURCHASE

1. Definitions

In these Conditions "the Purchase Order" shall mean a document headed "Purchase Order", together with any written amendment thereto signed by or on behalf of the Buyer and issued to the Vendor;
"the Buyer" shall mean VWS (UK) Limited trading as VEOLIA - Water Technologies;
"the Contract" shall mean these Conditions, the Purchase Order and the documents listed therein;
"Delivery Address" shall mean the address specified on the Purchase Order to which the Goods are to be delivered;
"the Employer" shall mean the person or persons or firm or Company for whom the Buyer has undertaken to execute the Works or any part thereof;
"the Goods" shall mean machinery, apparatus, materials, articles and things of all kinds to be provided under the Contract (including any replaced goods and spare parts) and the term "the Goods" shall whenever the context permits include any work or services performed under the Contract by the Vendor or any of its sub-contractors in connection with or incidental to the Goods or the Works;
"the Price" means the sum specified on the Purchase Order or such other sum as shall become payable under the Contract.
"the Vendor" shall mean the person or persons or firm or Company so named on the front of the Purchase Order to whom the Purchase Order is issued;
"the Works" shall mean the works for and in connection with which the Goods are required;

2. Acceptance

Nothing contained in the documents referred to in the Purchase Order or in the Vendors acceptance of the Purchase Order or Delivery Note or other document shall override or modify that which is contained in the Purchase Order. Any delivery of the Goods prior to communicating acceptance of the Purchase Order shall be deemed to be acceptance of the Purchase Order in any event.

3. Price and Payment

- (a) The Buyer shall pay to the Vendor the Price and which payment shall be made in accordance with this Clause 3.
- (b) Unless otherwise agreed in writing by the Buyer, the Price shall include as appropriate,
 - (i) secure and proper packaging acceptable to the Buyer and,
 - (ii) the cost of delivery to the Delivery Address.
- (c) The Price is deemed to be exclusive of Value Added Tax. Where the supply of the Goods is subject to the addition of Value Added Tax, the Price of the Goods and the amount of Value Added Tax shall be stated separately.
- (d) Unless the Purchase Order otherwise provides, payment of amounts due to the Vendor and correctly invoiced shall be made at the end of the month following that in which the Goods are delivered in accordance with Clause 4 or at the end of the month following that in which the invoice is received, whichever is the later.
- (e) No payment made by the Buyer shall be construed as acceptance that any of the Goods supplied or work or services performed by the Vendor or any of its sub-contractors is in accordance with the Contract and no payment shall in any way impair or restrict any rights or remedies the Buyer may have under the Contract or otherwise.

4. Delivery

- (a) The Goods shall be securely and properly packed by the Vendor in accordance with any instructions which may be given by the Buyer and delivered to the Delivery Address.
- (b) It is a fundamental term of the Contract that the Vendor shall, subject to the provisions of Clauses 6. and 14. hereof, deliver the Goods on the dates or within the periods stated in the Purchase Order and the Vendor shall bear any damages reasonably incurred by the Buyer as a consequence of the Vendor's failure to supply the Goods by such dates or within such periods.
- (c) Without prejudice to any other obligations under the Contract the Vendor shall give reasonable notice to the Buyer of the time of delivery.
- (d) The Vendor shall give the Buyer immediate notice of any potential delay in delivery.
- (e) The Vendor and its sub-contractors shall at all times allow persons duly authorised by the Buyer to enter upon the premises where the Goods or any part thereof are being manufactured or any work in connection therewith is being carried out in accordance with the Contract.
- (f) The Vendor shall provide such programmes, schedules, reports and other information as the Buyer may require to monitor the progress of the Goods and to satisfy the Buyer that all practicable measures have been and are being taken to meet the due time of delivery.
- (g) Delivery in instalments or separate consignments shall be permitted only where specified in the Purchase Order or with the prior consent in writing of the Buyer and then only in accordance with the terms of such consent.

5. Risk and Title

- (a) In no circumstances shall the risk of damage to or loss or destruction of the Goods or part thereof pass to the Buyer prior to acceptance by the Buyer of the Goods or part thereof at the Delivery Address.

- (b) Without prejudice to Sub-clause 5 (a) hereof. Title in the Goods or part thereof shall pass to the Buyer on being appropriated to the Contract, or upon delivery thereof, or upon payment for the Goods or any part thereof, whichever is the sooner. Any Goods for which the Buyer has paid but which have not been accepted at the Delivery Address shall be clearly identified as being the property of the Buyer and shall be set aside and stored in safe and otherwise suitable conditions and in accordance with any instructions given by the Buyer.

- (c) Where the Buyer for the purposes of the Contract issues materials or other items free of charge to the Vendor, such materials and other items shall be and remain the property of the Buyer and shall be used by the Vendor solely in connection with the Contract. The Vendor shall, (unless, within three working days from receipt thereof the Vendor notifies the Buyer in writing to the contrary setting out appropriate details), be deemed to have satisfied itself as to the suitability of such materials and other items for their intended use and to have received the same in good order and condition and in the quantities specified in the Contract. The Vendor shall thereafter be responsible to the Buyer for any loss of or damage thereto (including without limitation any waste arising from fault or neglect) until safe delivery of the completed Goods incorporating the said materials and/or other items in accordance with Clause 4 hereof. Any scrap or surplus arising from free-issue materials or other items shall be safely delivered with the Goods or sold by the Vendor if so directed by the Buyer by competitive Tender and the amount so obtained paid or credited to the Buyer.

6. Variations

- (a) The Vendor shall not make any variations in the design, materials or method of manufacture of the Goods, nor substitute other parts or fittings for any proprietary or special parts or fittings ordered by the Buyer without the prior written consent of the Buyer.
- (b) The Price shall not be adjusted for variations to which the Buyer has consented in accordance with Sub-clause 6(a) hereof.
- (c) The Buyer shall have the right, from time to time during the performance of the Contract, by notice in writing to direct the Vendor to add to or omit, or otherwise vary the Goods including any required changes in drawings, specifications, instructions or directions and the Vendor shall carry out such variations and be bound by the same terms and conditions so far as applicable, as though the said variations were stated in the Contract.
- (d) Any adjustment to the Price occasioned by any variation directed by the Buyer in accordance with Sub-clause 6(c) hereof shall be ascertained by reference to the Price stated in the Purchase Order. The Vendor shall within five working days from receipt of a direction requiring a variation advise the Buyer in writing of its estimate of the amount of any such adjustment to the Price.
- (e) Within five working days of receipt by the Vendor of a direction which is likely to prevent it fulfilling any obligation under the Contract the Vendor shall so notify the Buyer in writing. Following receipt of such a notification from the Vendor by the Buyer the direction shall not become binding unless it is thereafter confirmed by the Buyer. If the direction is so confirmed then the obligations of the Vendor shall thereupon be modified to such extent as the Vendor and the Buyer may agree.. If the Vendor fails to notify the Buyer as aforesaid then the Vendor shall forfeit any right to modification of any of its obligations or entitlement under the Contract by reason of, or in connection with, the aforementioned Buyer's direction.

7. Quality

- (a) (i) All of the Goods (including raw materials and unfinished goods) shall be in accordance with the Contract and shall be of merchantable quality, fit for the purpose for which the Buyer requires them and where applicable in accordance with the Buyer's specifications warranties and guarantees and to the full satisfaction of the Buyer and the Employer.
(ii) Without prejudice to the Vendor's obligations under the Contract any warranty or guarantee given by the Vendor shall extend to parts and labour and shall apply until expiry of a period of twelve months, or such other period as may be stipulated in the Contract, from the date the Works (incorporating the Goods) are certified complete, accepted and put into use by the Employer.
- (b) The Vendor shall be deemed to have satisfied itself before the Contract is awarded as to the extent and nature of the Goods to be provided and the Buyer's requirements.
- (c) The Vendor and its sub-contractors shall at all times allow persons duly authorised by the Buyer to make and/or witness any inspections or tests which the Buyer may require and shall afford to the Buyer all reasonable facilities and assistance which shall be free of cost to the Buyer unless specifically agreed in writing to the contrary.
- (d) The Vendor shall provide a copy of the product conformity certificates in accordance with ISO 9000 or equivalent and in the event that the Vendor is not registered for quality assurance then he shall submit

before work commences a quality plan detailing its management and its proposals for the control of quality for completing the Goods.

The Vendor shall afford the Buyer at no additional cost all reasonable co-operation and assistance in ensuring that the Goods are manufactured and delivered in compliance with the Buyer's Quality System requirements.

8. Defects

- (a) Without prejudice to any other rights and remedies the Vendor may possess if any of the goods are found not to be in accordance with the Contract, the Buyer may, at its absolute discretion:
 - (i) reject the Goods or part thereof in which event payment previously made shall be refunded to the Buyer and/or;
 - (ii) require the Vendor at its own cost either to replace the Goods or part thereof or to rectify any defect and/or;
 - (iii) undertake or procure, at the risk and expense of the Vendor the replacement of the Goods or part thereof or the rectification of any defect.The period specified in Sub-clause 7 (a) hereof shall, in respect of Goods or part thereof replaced or rectified as aforesaid, be renewed from the date such replaced or rectified Goods or part thereof are put into use by the Employer.
- (b) Where the Buyer requires the Vendor to replace the Goods or rectify a defect:-
 - (i) the cost of collecting the Goods from and returning them to the Buyer shall be borne by the Vendor; and
 - (ii) the cost of any additional inspection or testing of the replaced or repaired Goods shall be borne by the Vendor.
- (c) Any inspection, test, checking or approval by or on behalf of the Buyer or any failure to do so shall in no event be construed as acceptance of any of the Goods supplied or work or services performed by the Vendor or any of its sub-contractors and shall in no way relieve the Vendor from any obligation or liability under the Contract or otherwise.
- (d) The Vendor shall indemnify and save harmless the buyer against any expense, loss, claim or proceedings howsoever arising from the Vendor's negligence, breach of statutory duty, omission or default.

9. Assignment and Sub-Contracting

- (a) The Vendor shall not assign the Contract or any part thereof or the benefit or interest therein without the written consent of the Buyer.
- (b) The Buyer shall without consent from the Vendor have the right to assign the whole or any part of the Contract or any part thereof or the benefit or interest therein to any of its parent, subsidiary or associated companies, or to the Employer or any of its parent, subsidiary or associated companies or any part thereof and, with the Vendor's written consent, which shall not be unreasonably withheld, to any other party.
- (c) The Vendor shall not Sub-Contract the Goods or any part thereof without the written consent of the Buyer.
- (d) When the Buyer has consented to the placing of sub-contracts copies of each sub-contract or sub-order shall be sent to the Buyer immediately they are issued unless the Buyer has specifically requested or approved in writing otherwise.

10. Health and Safety

- (a) The Vendor, its servants, agents and Sub-Contractor shall observe, perform and comply at all times with all Acts of parliament and other statutory provisions, regulations and bye Laws which apply in the United Kingdom insofar as the same are applicable to the Contract.
- (b) Without prejudice to Sub-clause 10 (a) above. The attention of the Vendor is drawn to the obligations imposed by the Health and Safety at Work Act 1974 and the modifications and enactment thereof, on designers, manufacturers, importers, Vendors, installers or erectors of articles or substances for use at work to ensure so far as is reasonably practicable that such articles or substances are so designed, constructed or installed to be safe and without risks to health when properly used.
- (c) Where by reason of its obligations under the said Act or otherwise the Vendor has carried out or arranged for the carrying out of testing and examination of Goods to be sold thereunder for the purpose of ensuring that they are safe and without risks to health when properly used the Vendor shall provide the Buyer where appropriate on or before delivery of the Goods with proper documented results of such tests or examinations or, in default thereof, certificates issued by a duly qualified and authorised person that the test and examinations proved satisfactory.
- (d) Without prejudice to the obligation contained in sub-Clause (c) above, on or before delivery of the Goods to the Buyer, the Vendor shall make available to the Buyer in connection with the Goods information about the use for which such Goods have been supplied and tested, and about any conditions necessary to ensure that when installed, commissioned and put to use the Goods will be safe and without risks to health.

11. Termination of the Contract

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- (a) Without prejudice to any other rights and remedies it may possess. The Buyer shall have the right to terminate the Contract or any part thereof forthwith:
- (i) if the Vendor shall be in breach of any of the obligations set out in the Contract and (if the breach is capable of being remedied) shall not have remedied such breach to the complete satisfaction of the Buyer within seven days, (or within such longer period as the Buyer may have agreed in writing), after notice thereof in writing;
- (ii) in the event that the Vendor, not being a body corporate, becomes bankrupt, or compounds or makes any arrangements with his creditors, or commits any act of bankruptcy, or where the Vendor, being a body corporate, goes into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or has a Receiver and/or Manager appointed of its undertaking or assets or any part thereof.
- (b) Termination of this Contract or any part thereof for any reason shall be without prejudice to the rights and remedies of either party hereto accrued up to and including the date of such termination.
12. Patents, Copyrights, etc.
- The Vendor warrants that the supply by the Vendor and the use by the Buyer or Employer or any other user of the Goods does not and will not infringe the Intellectual Property Rights of any third party, whether in the form of letters patent, registered designs, design copyright, copyright or any other similar right and the Vendor shall indemnify the Buyer and the Employer from all claims, demands, damages, penalties, costs, expenses or liability arising as a result of the breach of this warranty by the Vendor.
13. Confidentiality
- (a) Any specifications, plans, drawings, samples, designs or equipment supplied by the Buyer to the Vendor in connection with the Contract shall remain the property of the Buyer and shall be treated as confidential and shall not be published or disclosed to any third party or used by the Vendor (except for the purposes of the Contract) save with the consent in writing of the Buyer.
- (b) The Vendor will at all times have a GDPR policy in place and will maintain this as to meet its obligations under the Data Protection Act 2018
14. Force Majeure
- (a) "Force Majeure" shall, for the purposes of this Contract mean any circumstances beyond the control of the party affected and which by the exercise of reasonable diligence the said party would have been unable to prevent or provide against, including but not limited to Act of God or the Public Enemy, war, rebellion, civil disturbance, fire, accident, compliance with any order, act or regulation of any government or government agency, national or official strike, lock-out or other trade dispute, but excluding financial distress of the parties.
- (b) If either party is delayed in carrying out its obligations hereunder by Force Majeure then the performance of such obligations shall be suspended for such time as the Force Majeure circumstances last and the party affected shall not be liable for any loss or damage caused to the other by the delay, but shall subject to Sub-clause (c) below resume performance of the suspended obligations as soon as the Force Majeure circumstances cease to exist.
- (c) In the case of the suspension or obligations referred to in Sub-clause (b) above due to Force Majeure extending beyond a reasonable time (which term for the purposes of this Contract shall in any event include any period in excess of sixty days) the Buyer may by notice in writing to the Vendor terminate the Contract, with no liability on either party for loss or damage thereby occasioned.
15. Labelling and Instructions
- (a) The Vendor warrants that the design, construction, quality and labelling of the Goods shall comply in all respects with any requirements of any statute, order or other instrument having the force of the law, which may be in force at the times when the Goods are supplied.
- (b) The Goods shall be marked and labelled by the Vendor;
- (i) as necessary to ensure safe and proper handling and,
- (ii) as particularly required by the Purchase Order.
- (c) Hazardous Goods must have prominent warnings in English on all packing and documents.
16. Liens and Claims
- The Vendor shall indemnify and save harmless the Buyer and the Employer from all liens and other encumbrances against the Goods or any property belonging to or in the possession of the Buyer or the Employer on account of debts or claims alleged to be due from the Vendor or its sub-contractors to any person, including sub-contractors. On behalf of the Buyer or the Employer and in the Buyer's or the Employer's name, as the case may be the Vendor shall defend at its own expense any claim or litigation in connection therewith and shall follow any reasonable instructions issued by the Buyer or the Employer in connection therewith.
17. Ethics
- (a) The Buyer is a part of the Veolia Group of companies. The nature of Veolia's business means that the company takes care of preserving natural resources and ensuring that relevant legislation is respected and Veolia has the same approach in terms of ethics, whether it is in relation to health and safety, fighting corruption, confidential information, modern slavery or respecting competition law. Veolia relies on its five fundamental values of responsibility, solidarity, respect, innovation and customer focus to guide it in its various economic and social undertakings. The Buyer expects that the Vendor shall share a common commitment with the Buyer in upholding and supporting these fundamental values in the execution of this Supply Agreement and the observance of the ethical and sustainable development rules adopted by the group. A full copy of the Veolia Ethics Guide will be made available to the Vendor upon request.
- (b) The Vendor will procure that all of its business activities in the UK or elsewhere are conducted in compliance with:
- (i) the Veolia Ethics Guide
- (ii) the Modern Slavery Act 2015 and Section 8 of the Asylum and Immigration Act 1996
- (c) In addition, the Vendor represents, warrants and undertakes that it has in place and will maintain at all times a modern anti slavery policy which sets out its internal monitoring, control, due diligence and record keeping procedures determined by Vendor to be adequate to minimise the risk of any offence being committed by the Vendor under the Modern Slavery Act 2015 and Section 8 of the Asylum and Immigration Act 1996. The Vendor will provide a copy of the relevant compliance policy to the Buyer upon request.
- (d) Without prejudice to any other right the Buyer may have to terminate this Contract, the Buyer will be entitled, at its sole discretion, to withhold any payments due to the Vendor and/or terminate this Contract in the event that it determines (acting reasonably and giving written reasons for such determination) that:
- (i) the Vendor's compliance policies identified above are inadequate and/or any related procedures are not operating so as to adequately minimise the risk of offences being committed by the Vendor under the Modern Slavery Act 2015 and Section 8 of the Asylum and Immigration Act 1996.; or
- (ii) the Vendor has otherwise failed to comply with the operative provisions of its relevant policies or related procedures.
- (e) To the extent permitted by law, the Vendor will indemnify the Buyer against all losses howsoever or wheresoever arising or incurred by the Buyer as a result of any breach this Clause 17 and/or of the Veolia Ethics Guide and all laws applicable to honest and ethical behaviour and corruption, including but not limited to any breach of the Modern Slavery Act 2015 and Section 8 of the Asylum and Immigration Act 1996
19. Anti-Bribery & Corruption Gifts
- (a) In carrying out the terms of this Contract, the Vendor has and shall:
- (i) strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment, including but not limited to:
- The 2010 UK Bribery Act,
 - Sapin II
 - The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997,
- (ii) undertake to put in place and implement all necessary and reasonable policies and measures to prevent corruption;
- (iii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (iii) comply with the Buyer's ethics, anti-bribery and anti-corruption policies, in each case as the Buyer may update them from time to time;
- (iv) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce, where appropriate; and
- (v) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Vendor in connection with performance of this Contract and /or any other breach of this clause.
- (b) The Vendor declares that to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of the Customer pursuant to this Contract do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public international organisation, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for the Buyer or to gain any advantage in the conduct of business for the Buyer
- (c) The Vendor further undertakes to ensure that neither the Vendor nor any of its legal representatives, directors, employees, agents, sub-contractors and anyone performing services for or on behalf of the Buyer under this Contract has been, or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs and/or bidding following invitations to bid advertised by the World Bank or any other international development bank
- (d) the Vendor has retained and undertakes to retain for an appropriate period following termination of this Contract, accurate supporting documentation of its compliance with the terms of this clause
- (e) If the Buyer notifies the Vendor that it has reasonable grounds to believe that the Vendor has breached any term of this clause:
- (i) the Buyer is entitled to suspend performance of this Contract without notice for as long as the Buyer considers necessary to investigate the relevant conduct without incurring any liability or obligation to the Vendor for such suspension;
- (ii) in such circumstances the Vendor is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct, of which it has been notified; on notification, the Buyer may immediately terminate this Contract without notice and without incurring any liability ;
- (iv) the Vendor undertakes to indemnify the Buyer, to the maximum extent permitted by law, for any loss, damages, or expenses incurred or suffered by the Buyer arising out of such breach
- (f) The Vendor shall ensure that any person associated with the Vendor who has performed and/or is performing Services and/or has carried out and/or is carrying out Works and/or who has provided and/or is providing Goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from any such person terms equivalent to those imposed on the Vendor in this clause 19 ("Relevant Terms"). The Vendor is responsible and shall be responsible for the observance and performance by any such person of the Relevant Terms, and is and shall be directly liable to the Buyer for any breach by any such person of any of the Relevant Terms.
- (g) A breach of this clause by the Vendor shall be deemed to be a material breach of this Contract.
- (h) For the purpose of this clause the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in] accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 21 a person associated with the Vendor includes but is not limited to any subcontractor of the Vendor.
20. No Waivers
- Failure on the part of the Buyer at any time to enforce the Contract or to require the strict adherence and performance of any of the provisions of the Contract shall not constitute a waiver of such provisions or affect or impair the right of the Buyer at any time to avail itself of such remedies as it may have for each and every breach of the Contract.
21. Conditions
- No servant or agent of the Buyer has any authority to agree to any variation of or addition to these Conditions, unless such variation or addition is expressed in writing and specifically agreed and signed on behalf of the Buyer by a Director or other person duly authorised by the Buyer.
22. Legal Construction and Language
- Unless otherwise agreed in writing this Contract shall in all respects be construed and governed by the law of England, and the parties agree to submit to the jurisdiction of its Courts. All correspondence and documentation shall be in the English language.