



1. DEFINITIONS

Land & Marine Project Engineering Limited. hereinafter termed the Buyer. The person, Firm or Company to which this order is addressed in hereinafter termed the supplier.

2. VARIATION

The Buyer hereby orders the goods specified overleaf from the person or the company named overleaf (“the supplier”) on the terms and conditions specified below and overleaf (“ the contract terms”) The Buyer hereby gives notice that this order is given on the basis that, notwithstanding and document or statement which might otherwise be capable of constituting a variation of the Order by the supplier and notwithstanding any act of statement by any person acting or purporting to act on the Buyer’s behalf, the Buyer will not be bound by any terms other than the contract terms unless such other terms are expressly agreed to by the Buyer in writing. Any reference overleaf to the Supplier’s Tender, Quotation, Specification or like document shall be deemed to be solely for the purpose of describing or specifying the goods or any part thereof and shall not be deemed to imply that any terms or conditions endorsed upon delivered with or referred to in such Quotation, Specification or like document shall have effect to the exclusion or amendment of the contract terms.

3. VALIDITY

The Terms and Conditions relating to this order supersede any terms and conditions contained in any Suppliers Quotation or Offer, unless otherwise agreed in writing by the Buyer. The Buyer will not be bound to accept or pay for any goods or services unless they are specified in one of its formal order Forms. No goods supplied or produced in excess of the quantity specified overleaf will be accepted or paid for unless the Buyer notifies the supplier in writing of its intention to accept the same. Any excess goods delivered which are not accepted by the Buyer will remain at the supplier’s own risk and expense and the Buyer may at any time return the same to the supplier at such risk and expense.

4. GUARANTEE

Without prejudice to the Buyer’s rights under any condition warranty or other term to be implied by statute or by Common Law or under any term of this Contract, the supplier will indemnify the buyer against any liability claim proceedings loss or damage (including but not limited to any liability or loss incurred by the Buyer resulting from the stopping of or interference with or the necessity to repair or replace building or engineering works or with the production or manufacture or supply of any goods or services by persons to whom the buyer supplies goods or Services) caused by any defect in any goods supplied by the supplier, or arising out of or caused by execution of the Contract, or arising out of or caused by any breach by the supplier of the Contract terms. In connection with any such liability claim proceeding loss or damage the supplier will provide all such facilities assistance or advice as the Buyer may request for the purpose of contesting the same and further will, if so requested by the Buyer, accept as final and binding the decision of any Court in relation to the same.

Without prejudice to the generality of the foregoing the Supplier warrants that goods and parts of goods not of the Buyer’s design do not infringe any patent trade mark registered design or any other like protection or the provisions of any statute, statutory instrument or regulation for the time being in force.

5. CARRIAGE AND DELIVERY

All goods are to be delivered carriage paid to the address for delivery specified overleaf during normal working hours and until delivery to such address are to be at



the supplier's risk in all respects. Unless the Buyer expressly agrees otherwise in writing containers and packing are to be supplied free but will be returned if required, at the Supplier's risk and expense. Signature of General Foreman or Site Agent only will be accepted as proof of delivery.

Where it is stated overleaf that delivery is to be by instalments or to be called off then, unless particular of the instalments or the calls are set out overleaf, the supplier must apply to the address for this purpose shown overleaf for particulars of such instalments or calls.

All goods must be accompanied by a detailed Delivery note stating the order number and giving full particulars (including if there is one the part number) of the goods supplied.

Except where the price has not been agreed at the date of despatch (in which case an invoice must be sent as soon as the price has been agreed) an invoice stating the order number, the part number (if there is one) and the delivery note number must be sent to the buyer on the same day that the goods are despatched.

Time is to be of the essence of the contract.

The Buyer will be entitled to cancel or vary the whole or any part of the contract if the goods or any of them are not delivered or the services are not completed within the specified period whether such non-delivery or non-completion be due to strikes, accidents or any other cause whatsoever.

6. SAMPLES, INSPECTION, TESTING ETC.

If required by the Buyer, the Supplier will submit samples for the buyer's approval and the bulk of the work on the goods must not be started until the Buyer has communicated its approval in writing. The Buyer will retain the samples until the whole of the goods are delivered. Any person authorised by the Buyer will at all times, if and when desired by the Buyer, be admitted by the supplier to any works, warehouses or other premises under the supplier's control to inspect any materials procured for the manufacture of the goods or the process of manufacture and also completed goods. If any changes, adaptations, modifications or improvements are required by the Buyer to bring the goods up to specification the supplier will carry out the same immediately. The supplier shall at the request of the Buyer supply to the Buyer a copy of the supplier's test sheets certified by the supplier to be a true copy without prejudice to any other rights or remedies possessed by the Buyer it will be entitled to reject any goods delivered if the same are not to the satisfaction of the buyer or do not comply exactly with any drawings, specifications or instructions supplied or given or with any sample produced by the supplier or if the supplier is in breach of the contract terms provided the Buyer sends or delivers a notice of rejection to the supplier's place of business within 60 days after the delivery of the goods. Rejected goods may be returned by the Buyer to the supplier at the supplier's risk and expense.

The contract must be performed by the supplier personal and no part of it must assigned, sub-let or sub-contracted by the supplier without the buyer's written permission.

7. TERMINATION, ETC.

In the event of strikes, accidents or other unforeseen contingencies causing stoppage or delay in the Buyer's production or programme, the buyer shall be entitled to cancel, extend, vary or suspend the contract or any part or it.

This contract will terminate immediately upon the service of written notice of termination by the buyer on the supplier for both or either of the following reasons :-

- (a) that the supplier has failed to perform or observe any of the obligations on his part to be performed or observed under this contract.



- (b) That the supplier has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or has convened any meeting or creditors (whether formal or informal) or has suffered or allowed any execution (whether legal or equitable) to be levied on his property or obtained against him or (being a person) has become subject to the bankruptcy Laws or (being a body incorporate) has entered into liquidation (except only a voluntary liquidation for the purpose only of reconstruction or amalgamation) or has had a Receiver appointed of its undertaking or any part thereof.

8. PAYMENT

The Buyer reserves the right to set off any sums in respect of which the supplier may be in default to the Buyer. Where any bona-fide dispute arises involving a delay in payment by the buyer, the buyer will only make payment at the rates quoted on this order. Such rates are fixed and firm prices and no increase in rates will be paid unless previously agreed in writing by the Buyer. All invoices are to be submitted no later than the 4th day of the month following receipt of goods by the Buyer. Invoices received after the 4th day will be processed the following month and any cash or settlement discount will still be taken. Payment by the Buyer of any invoice is not evidence that the supplier has fully complied with the buyers Terms and Conditions of Order and does not limit the buyers rights.

9. TITLE

Title in the goods shall pass the Buyer on receipt of goods and not at the time of payment without prejudice to the Buyers rights to reject goods which are not of the stipulated Quality, Weight Measurement or the suppliers obligation to exchange or replace such defective goods at no cost to the Buyer.

10. GENERAL

Failure by the Buyer to enforce any of the Contract Terms will not be construed as a waiver of its rights hereunder. This contract will be construed and operate in accordance with English Law and the Supplier himself to the jurisdiction of the English Courts.

In this Contract "the Buyer" means Land & Marine Project Engineering Limited, and includes its successors and assigns and any company directly or indirectly controlled by or under the same control (direct or indirect as Land & Marine Project Engineering Limited, to the intent that any act, direction or requirements of such Company in connection with this Contract will be considered as an act, direction or requirement of Land & Marine Project Engineering Limited. The termination of this Contract in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either party accrued prior to termination.