

UK STANDARD CONDITIONS OF PURCHASE – GOODS AND SERVICES

1. Definitions

Agreement	the contract between you and us for the sale and purchase of Goods or Services, incorporating these Purchase Conditions, the Purchasing Agreement and the Order (including any Specification) provided that if there is any conflict between the contract documents, the following order of priorities applies: (a) Purchasing Agreement (b) Purchase Conditions (c) Order
Algeco, we, us, our	the Algeco entity identified as the buyer of the Goods or Services in the Order
Customer Materials	has the meaning set out in clause 10
Data Protection Laws	the Data Protection Act 2018 together with all other data protection laws applicable in the United Kingdom from time to time
Deliverables	all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the key deliverables set out in an Order
Delivery Date	the date specified in the Order, or, if none is specified, within 10 days of the date of the Order
Delivery Location	the address for delivery of Goods as set out in the Order
Goods	the goods (or any part of them) to be provided by the Supplier, as set out in the Order
Mandatory Policies	our mandatory supplier policies and procedures as listed in Schedule 1 as may be updated from time to time and a copy of which is available on request or can be found on https://www.modulairgroup.com/corporate-policies
Order	our written purchase order we give you for the Goods or Services, including the purchase order number assigned to the Order by us
Privacy Policy	our supplier data privacy policy as may be updated from time to time, a copy of which is available on request or can be found on https://www.modulairgroup.com/corporate-policies
Purchase Conditions	these Standard Conditions of Purchase, as may be updated from time to time and viewed on: https://www.algeco.co.uk/terms-conditions
Purchasing Agreement	the framework purchasing agreement issued by us (or any other applicable framework agreed by both parties) which includes any applicable rebate provisions and other agreed terms that form part of our Agreement
Services	the services (or any part of them) to be provided by the Supplier, as set out in the Order
Specification	the specification for the Goods or Services, including any related plans and drawings that are agreed in writing by us and you, and incorporated by reference in the Order
Supplier, you, your	the entity set out in the Order who will supply the Goods or Services to us.

2. Interpretation

- 2.1 These Purchase Conditions will be interpreted without reference to their headings. In the Agreement any reference to “include”, “including”, “such as” or “in particular” or any similar term will be construed without limitation.
- 2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 2.3 A reference to a URL is a reference to that URL as amended from time to time.
- 2.4 Unless otherwise stated, a reference to a day means a calendar day.
- 2.5 Notices must be given in writing. Any reference to “writing” or “written” includes communication by email.

3. Basis of contract

- 3.1 The Order constitutes an offer by us to purchase the Goods or Services in accordance with these Purchase Conditions.
- 3.2 The Order will be deemed to be accepted on the earlier of:
(a) your written acceptance of the Order, or
(b) any act by you consistent with fulfilling the Order at which point the Agreement will come into existence (**Effective Date**).
- 3.3 These Purchase Conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.4 You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your correspondence or documents that is inconsistent with these Purchase Conditions.

4. The goods

- 4.1 You will ensure that the Goods:
(a) correspond with their description and the applicable Specification
(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by you or made known to you by us expressly or by implication, and in this respect we rely on your skill and judgement
(c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery
(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.2 You will ensure that at all you have and maintain all the licences, permissions, authorisations, consents and permits that you need to carry out your obligations under the Agreement.
- 4.3 We may inspect and test the Goods at any time before delivery. You will remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing will not reduce or otherwise affect your obligations under the Agreement.
- 4.4 If following such inspection or testing we consider that the Goods do not conform or are unlikely to comply with the obligations under this clause 4, we will inform the you, and you will immediately take such remedial action as is necessary to ensure compliance. We may conduct further inspections and tests after you have carried out the remedial actions.

5. The Services

- 4.1 You will ensure that you and your personnel will:
(a) supply the Services on the date set out in the relevant Order and at the relevant location as set out in the Order and the applicable Specification, in accordance with these Purchase Conditions and the Purchasing Agreement
(b) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
(c) co-operate with us in all matters relating to the Services, and comply with all of our instructions
(d) ensure that that all consents, licences and permissions (statutory, regulatory, contractual or otherwise) are obtained and maintained ensure that the Services conform in all respects with the service description, standards, specifications and any other requirements in an Order, and that the Deliverables are fit for any purpose that we expressly or impliedly make known to you or your personnel
(e) use the best quality goods, materials, standards and techniques in providing the Services and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred, will be free from defects in workmanship, installation and design
(g) not do or omit to do anything which may cause us to lose any licence, authority, consent or permission on which we rely for the purposes of conducting our business, and you and your personnel acknowledge that we may rely or act on the Services
(h) observe all health and safety rules and regulations.

6. Delivery

- 6.1 You will ensure that:
(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition

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- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the purchase order number we assign to the Order, the type and quantity of the Goods, (including the code number of the Goods, where applicable), special storage instructions (if any), the outstanding balance of Goods remaining to be delivered, if the Goods are being delivered by instalments
- (c) if you require any packaging material to be returned to it, that fact will be clearly stated on the delivery note and you will bear all costs associated with the return of the packaging material.
- 6.2 You will deliver the Goods:
- (d) on the Delivery Date
- (e) at the Delivery Location
- (f) during our (or our customer's, if applicable) normal business hours.
- 6.3 Delivery of the Goods will be completed on the completion of unloading the Goods at the Delivery Location.
- 6.4 If you:
- (g) deliver less than 95.0% of the quantity of Goods ordered
- (h) deliver more than 105.0% of the quantity of Goods ordered, we may at our discretion reject the Goods or the excess Goods, and any rejected Goods will be returnable at your risk and expense. If you deliver more or less than the quantity of Goods ordered, and we accept the Goods, a pro rata adjustment will be made to the Order and any subsequent invoice for the Goods.
- 6.5 Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by you to deliver any one instalment on time or at all or any defect in an instalment will entitle us to the remedies set out in clause 7.
- 7. Remedies**
- 7.1 In the event the Goods are not delivered on the Delivery Date, or if the Services are not delivered by the applicable date, or if the Goods do not comply with the requirements set out in clause 4 (in our sole opinion), or if the Services do not comply with the requirements set out in clause 5, then, without limiting any of our other rights or remedies, and whether or not we have accepted the Goods or Services, we may at our sole discretion exercise any one or more of the following rights and remedies:
- (a) terminate the Agreement immediately in whole or in part
- (b) reject the Goods or Services (in whole or in part) and return them to you at your own risk and expense
- (c) require you to repair or replace the rejected Goods, or where payment or part payment has already been made, to provide a full refund of the price of the rejected Goods
- (d) refuse to accept any subsequent delivery of the Goods which you attempt to make
- (e) return the Deliverables to you at your own risk and expense
- (f) require you to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid)
- (g) recover any expenditure incurred in obtaining substitute Services or Deliverables from a third party
- (h) refuse to accept any subsequent performance of the Services which you attempt to make
- (i) recover from you any costs incurred by us in obtaining substitute goods from a third party
- (j) claim damages for any other costs, loss or expenses incurred by us which are in any way connected to your failure to carry out your obligations under the Agreement.
- 7.2 If the Goods are not delivered on the Delivery Date we may, at our discretion, claim or deduct by way of liquidated damages up to 5.0% of the price of the Goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Agreement, up to a maximum of 100.0% of the total price of the Goods. If we exercise our rights under this Clause 7.2, we will not be entitled to any of the remedies set out in Clause 7 in respect of the Goods' late delivery (but such remedies will be available in respect of the Goods' condition).
- 7.3 These Purchase Conditions will apply to any repaired or replacement Goods or Services supplied by you.
- 7.4 Our rights and remedies under these Purchase Conditions are in addition to its rights and remedies implied by statute and common law.
- 7.5 In supplying the Goods and Services, time is of the essence as to any performance dates specified in the Agreement or any Order.
- 8. Title and risk**
- 8.1 You warrant that you have good title to the Goods and that such Goods (and any Deliverables specified in the Order to pass to us) are new and will be sold to us with good title, free and clear of any encumbrances.
- 8.2 Title and risk in the Goods and (and any Deliverables specified in the Order to pass to us) will pass to us on completion of delivery.
- 9. Price and payment**
- 9.1 The price of the Goods or Services is fixed for the term of the Agreement and each Order will show the total price for the quantities of Goods or Services required.
- 9.2 The price of the Goods or Services:
- (a) excludes amounts in respect of value added tax (VAT), which we will additionally be liable to pay to you at the prevailing rate, subject to the receipt of a valid VAT invoice
- (b) includes every cost and expense directly or indirectly incurred in connection with the performance of the Services
- (c) includes the costs of packaging, insurance and carriage of the Goods or Deliverables, unless otherwise stated in your Agreement.
- 9.3 You will use all reasonable endeavours during the term of the Agreement to reduce your manufacturing, supply and other costs for the Goods and Services, including implementing cost savings initiatives and (if applicable) seeking more competitive supplies of raw materials and equipment.
- 9.4 No price increase or extra charges will be applied by you unless agreed in writing by us and we require a minimum 3-month lead time before any price increases we agree with you can be applied. Only one price increase may be requested by you in any 12-month period and may not exceed the percentage increase in [CPI] in the relevant 12-month period. It must be accompanied by documentary evidence satisfactory to us of the impact of such increase on your Goods or Services. We reserve the right, at our sole discretion, to refuse any increase that is not substantiated to our satisfaction.
- 9.5 You may invoice us for the price of the Goods and Services plus VAT at the agreed price on or at any time after the completion of delivery and/or Deliverables. You will ensure that the invoice includes the date of the Order, the invoice number, our purchase order number as assigned by us to the Order, your VAT registration number, and any supporting documents that we may reasonably require.
- 9.6 You will maintain complete and accurate records of the time spent and materials used in providing the Services and will allow us to inspect such records at all reasonable times on request.
- 9.7 We will pay any correctly rendered and undisputed invoices within 60 days from end of month of receipt of the invoice. Payment will be made to the bank account nominated in writing by you.
- 9.8 We may at any time, without limiting any of our other rights or remedies, set off any liability that you have to us against any liability we have to you. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under the Agreement or otherwise.
- 10. Customer materials**
- 10.1 You acknowledge that all materials, equipment and tools, drawings, Specifications, and data supplied by us to you (**Customer Materials**) and all rights (including our intellectual property rights) in the Customer Materials, along with any Deliverables, are and will remain our exclusive property. You will keep the Customer Materials and Deliverables in safe custody at your own risk, maintain them in good condition until returned to us and not dispose or use them other than in accordance with our written instructions or authorisation.
- 10.2 To the extent title in the Deliverables is not passing to us on delivery, you will grant us a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 11. Indemnity**

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- 11.1 You will indemnify us, defend and hold harmless in full against all losses, claims, liabilities, costs, expenses, demands and damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us as a result of or in connection with:
- any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of you, your employees, agents or subcontractors
 - any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with performance of the Services or any defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of you, your employees, agents or subcontractors
 - any claim made against us by a third party arising out of or in connection with the supply of Services or Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by you, your employees, agents or subcontractors.
- 11.2 This clause 11 will survive termination or expiry of the Agreement.
- 12. Insurance**
- 12.1 During the term of the Agreement you will maintain in force, with a reputable insurance company, appropriate professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement. You will, if and when we request, provide us with evidence of such insurance, up to an adequate limit of insurance cover for the Agreement.
- 13. Limitation of liability**
- 13.1 Without prejudice to clause 13.2, our maximum aggregate liability for breach of the Agreement (including any liability for the acts or omissions of our employees and agents), whether arising in contract, tort (including negligence), misrepresentation or otherwise, will in no circumstances exceed the aggregate amount paid by us under the Agreement during the 12 months prior to the occurrence of such cause.
- 13.2 Nothing in the Agreement will exclude or in any way limit:
- either party's liability for death or personal injury caused by its own negligence
 - either party's liability for fraud or fraudulent misrepresentation.
- 13.3 The Agreement sets out the full extent of our purchase obligations and liabilities to you. To the fullest extent permitted by law, we exclude all other conditions, warranties or other terms, express or implied, whether by statute, common law or otherwise.
- 13.4 Without prejudice to clause 13.2, we will not be liable under the Agreement for any loss of profit, loss of revenue, loss of business, or for any indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
- 14. Compliance with relevant laws and policies**
- 14.1 In performing your obligations under the Agreement, you will at all times:
- comply with all laws, regulations, regulatory policies, guidelines or industry codes which may apply to you in relation to the provision of the Goods or Services
 - comply with your obligations under the Mandatory Policies
 - observe all health and safety rules and regulations and any other site security requirements that apply at any of our premises that you attend.
- 14.2 A breach of this clause 14 will be a material breach and we may immediately terminate the Agreement as a result.
- 15. Termination**
- 15.1 We may terminate the Agreement in whole or in part for convenience at any time before acceptance by giving written notice, and on receipt of such notice you will discontinue all work on the Agreement.
- 15.2 We will pay you fair and reasonable compensation for any properly incurred work in progress on the Goods or Services at the time of termination under clause 15.1. For the avoidance of doubt, such compensation will not include loss of anticipated profits, revenue or any consequential loss whether direct or indirect.
- 15.3 Without limiting or affecting any other right or remedy available to us, and notwithstanding any other provision of the Agreement, we may terminate the Agreement with immediate effect by giving notice to you if:
- you commit a breach of any provision of the Agreement which we consider in our absolute discretion to be a material or repeated breach and, where such remedy is capable of remedy (in our sole opinion), you fail to remedy it within 7 days after receiving notice from us requiring you to remedy it
 - you take any step or action in connection with entering administration, provisional liquidation, insolvency or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction
 - you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business
 - you undergo a change of control
 - your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Agreement is placed at risk.
- 15.4 On termination or expiry of the Agreement, you will immediately return all Customer Materials and Deliverables. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned or delivered, you will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.
- 15.5 Termination or expiry of all or part of the Agreement, however it arises, will not affect either of the parties' rights and remedies that have accrued at the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 15.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after the date of termination or expiry will remain in full force and effect after the date of termination or expiry.
- 16. Confidentiality and data protection**
- 16.1 You undertake that you will not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers, except as permitted by clause 0.
- 16.2 You may disclose our confidential information:
- to your employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out your obligations under the Agreement. You will ensure that your employees, officers, representatives, subcontractors or advisers to whom you disclose our confidential information comply with this clause 16
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 You will not use our confidential information for any purpose other than to perform your obligations under the Agreement.
- 16.4 For the purpose of this clause 16, "confidential information" means all information in respect of our business and financing including, but not limited to, any ideas, business methods, finance, prices, financial marketing development or manpower, plans, drawings, market opportunities, product information, design rights, customer information, trade secrets, details, computer systems and software know-how on any medium and software listings of any party and other matters connected with the products or services manufactured, marketed, provided or obtained by us.
- 16.5 You will not disclose personal data to us other than to the extent necessary for the performance of the Agreement. We will process any such personal data as a data controller in compliance with Data Protection Laws and in accordance with our Privacy Policy.

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17. Waiver and amendment

- 17.1 A party's failure or delay to exercise a power or right does not operate as a waiver of the power or right. A waiver is not effective unless in writing.
- 17.2 We may change the provisions of these Purchase Terms (other than the price and payment terms) by giving notice to you and/or by publishing such changes on our website.
- 17.3 Other than changes permitted by clause 0, no other provision of the Agreement will be amended in any way unless agreed by us in writing.

18. Severability

- 18.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause will not affect the validity and enforceability of the rest of the Agreement.

19. Entire Agreement

- 19.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

20. Notices

- 20.1 Any notice or other written communication between the parties will be effective if sent by pre-paid post, by email, or delivered by hand to the address of the other party and will be deemed to have been received:
- (a) if sent by post 2 working days after posting
 - (b) if sent by email at the time of transmission, or, if this time falls outside a working day in the place of receipt, on the next working day
 - (c) if delivered by hand on the date of delivery

21. Third party rights

- 21.1 Unless expressly stated to the contrary, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party who is not a party to the Agreement to enforce any term of the Agreement.

22. No assignment or subcontracting

- 22.1 You will not assign your rights under the Agreement or subcontract any part of the performance of the Agreement without our prior written consent. If we consent to any subcontracting by you, you will remain responsible for all the acts and omissions of your subcontractors as if they were your own.

23. Force majeure

- 23.1 We will not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment and vehicles), any public or private road being blocked, or industrial action (including by our own or our agents' or sub-contractors' workforce), disease, pandemic and epidemic).
- 23.2 We will aim to tell you promptly about any event of force majeure as described in clause 0 that affects our performance of the Agreement and will try to mitigate the effect of such event on the performance of our obligations.
- 23.3 If we are unable to perform our obligations for a continuous period of four weeks, we may terminate the Agreement immediately by giving notice to you.

25. Governing law and jurisdiction

- 25.1 The Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law.
- 25.2 You irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Schedule I – Mandatory Policies

- Supplier Code of Conduct
- Anti-bribery and Corruption Policy
- Gift and Entertainment Policy
- ESGS Policy
- 'No PO No Pay' Policy