

## GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

### **Definitions**

For the purpose of these Terms and Conditions, the following terms shall have the following definitions:

**"Affiliate"** means, in relation to Buyer, any individual or entity that at any time controls, is controlled by, or is under common control of a Buyer entity, with "control" meaning directly or indirectly owning a majority equity interest in, or otherwise having the power to direct the business affairs of, the controlled entity.

**"Buyer"** means any Veolia entity and shall include any Affiliate of Buyer.

**"Delivery Date"** means the date of delivery stated in Annex 1.

**"Delivery Place"** means the place of the delivery list in Annex 1.

**"Jurisdiction of Incorporation"** means the jurisdiction in which the Buyer entity issuing the PO is incorporated, organized, formed or established

**"Supplier"** means the firm undertaking the Order.

**"Material"** as used herein means those articles, materials, supplies, drawings, data and other property and all services, including design, delivery, installation, inspection, testing and expediting, specified or required to be furnished under the Purchase Order.

**"PO Price"** Shall mean prices mentioned in the Purchase Order and/or Annex 1 in accordance with Clause 7.

**"Purchase Order ("PO")"** as used herein means any PO issued under the present Terms and Conditions and accepted by Buyer.

Both Buyer and Supplier shall be referred to individually as "Party" and together "Parties").

### **1. Contract**

- 1.1 This agreement consists of a PO ("PO"), these standard terms and conditions and any annexures attached. Together they constitute the Purchase Order.
- 1.2 Supplier agrees to be, or is deemed to be, (as applicable) bound by the PO in the event of:
  - A. accepting the Purchase Order,
  - B. the elapse of (2) days from the date of receipt of the PO by the Supplier and/or
  - C. commencement of performance of this PO.

Acceptance of the PO shall be unconditional and expressly limited to the terms and conditions thereof. Buyer shall not be bound by any provisions or variance with terms thereof, that may appear in Suppliers quotation, acknowledgement or any other communication between the Parties. Upon acceptance, this PO shall constitute the entire agreement between the Parties, and shall supersede all prior negotiations, discussions and dealings. The PO may not be modified or rescinded

except by a writing signed by both Supplier and Buyer.

- 1.3 Any PO or terms and conditions issued by the Supplier will not be binding on Buyer. Any said terms and conditions which are inconsistent with the provisions of these General Terms and Conditions are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished.

### **2. Requirements**

- 2.1 The Supplier must deliver the Materials to Buyer at the Delivery Place specified on the PO. The Materials may include but is not limited to the following:
  - A. goods, materials, tools, plant, Material and consumable items either on rental terms, consignment, purchase or in conjunction with the provision of Services (Supply);
  - B. employees, servants, agents and subcontractors engaged by the Supplier for the performance of Services (Personnel); and
  - C. services, including where necessary the provision of Material and/or Personnel charged either on a day rate or as a lump sum fee for the service (Services).

### **3. PO number**

Both parties must quote the PO number, the Materials, billing address and full name of the Supplier's contact person on all invoices, delivery slips and correspondence pertaining to the PO.

### **4. Performance, Quality and Approval**

- 4.1 The Supplier must provide all Supply:
  - a) efficiently, diligently and with due care and skill; and
  - b) in accordance with, and comply strictly:
    - I. with the PO, and every aspect of standards, specifications, drawings, samples or other description (if any) furnished by Buyer;
    - II. best industry practice and comply with all applicable standards and/or other referenced codes,
    - III. the requirements of the relevant statutory authorities and all applicable laws, codes of practice and the highest professional and ethical standards customary in the relevant industry.
  - c) unencumbered, of the best quality and workmanship, of merchantable quality, fit for the required purpose and free from defects. Rental Material Must be continuously maintained. Material on consignment or for purchase must be new unless Buyer agrees otherwise.
- 4.2 The Supplier warrants that it owns such Supply, has the right to sell such Supply.
- 4.3 Personnel must be and remain sufficiently qualified and licensed. If at any time Buyer is not satisfied with the Personnel for any reason Buyer may require the Supplier to replace the Personnel. If the Supplier has no replacement Personnel acceptable to Buyer, Buyer may by written notice to the Supplier terminate the PO or may opt to hire acceptable personnel at the cost of Supplier.

4.4 If at any time Supplier becomes aware of any event that causes, or is likely to cause, that the Material does not comply with the quality requirements set out in the provisions of this PO, Supplier shall promptly notify Buyer in writing after becoming aware of such event. Should there be any non-confirming Supply, Supplier shall be liable to replace this defective/non-confirming Material at its own cost should Buyer not accept such non-conformance.

## 5. Inspection

5.1 Unless otherwise agreed in the PO, Supplier shall, at its own cost, inspect and test the Material before delivery to Buyer in accordance with the requirements of the PO, including any specification, its standard inspection and testing procedures and good industry practice and standards. Buyer shall have the right, but not the obligation, to inspect or cause the inspection of the Material at Supplier's premises at any time prior to delivery, including during their manufacturing, processing or storage. The results of tests shall be promptly supplied to the Buyer in writing.

5.2 Inspection or testing pursuant to the provisions of this Article 5 shall not constitute acceptance of the Material by Buyer, and shall not relieve Supplier of any of its obligations under the PO and will in no way impair Buyer's right to require subsequent correction or re-performance of non-conforming Material.

## 6. Price and Payment

6.1 All prices are firm and fixed, unless otherwise agreed in the PO. No additional charges, costs, fees, or expenses shall be charged by Supplier unless specifically agreed upon by Buyer in writing. The prices include delivery charges as per INCOTERMS mentioned in the PO and/or Annex 1.

6.2 Unless otherwise stated in the PO, the price payable for the Material shall be: (a) exclusive of value added tax; and (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Material, all required travel and living expenses related to the PO, cost of travel and lodging expenses and the applicable permits, related to Supplier performance of its obligations under this PO and any and all duties, licenses, permits and taxes (other than value added tax or any other sales tax) as may be payable for the Goods and/or Services.

6.3 The payment terms will be as agreed between Buyer and Supplier and provided in the PO and/or Annex 1. Payment will be subjected to the proper receipt of Materials at Buyer's premises and receipt of the required documents at Buyer's finance department. If the Supplier fails to deliver Materials in accordance with the time stipulated in the PO, Buyer may delay payment equal to the number of days the Materials were delayed by the Supplier as an equitable adjustment.

6.4 Payment of an invoice shall not be deemed acceptance by Buyer of the Material covered by such invoice or of the invoiced amount, and shall be without prejudice to any

rights and remedies Buyer may have against Supplier.

6.5 Buyer may withhold payment of any disputed amounts included in any invoice. Incorrect or incomplete invoices will not be processed by Buyer and will be returned to the Supplier. If the PO states that value added tax or any other sales tax is payable with respect to any Material, Buyer is only required to pay such tax upon receipt of a valid original value added tax or other sales tax invoice meeting the applicable tax legislation. Supplier shall indemnify and hold Buyer harmless for any recharged value added tax or any other sales tax, fines, penalties or other costs (including legal advisory and court costs) imposed on, or incurred by, Buyer resulting from Supplier not complying with applicable tax legislation or the invoice requirements stated herein and in the Purchase Contract.

6.6 Buyer shall be entitled to set off any amount due by Supplier to Buyer against any amount due by Buyer under the PO, or to recover such sums as a debt.

## 7. Delivery Terms & Schedule

7.1 The Supplier must deliver the Materials to the Delivery Place on the Delivery Date specified in the PO and or Annex 1, such dates shall be firm and binding. Time is of the essence in relation to the Delivery Date. If, at any time, the agreed Delivery Date(s) will not be met, Supplier shall, without delay, give notice to Buyer in writing stating both the reasons for the delay and the estimated delay in delivery time and a mitigation plan to mitigate the delay and expedite delivery.

7.2 The Supplier must make available by the delivery date specified in the PO all supporting delivery documentation including, certificates of conformance, batch certificates, calibration certificates, engineering and quality assurance specifications

7.3 If Supplier fails to deliver the Material in accordance with the agreed Delivery Date(s) Buyer shall have the right to claim from Supplier, and Supplier shall pay or allow to Buyer liquidated damages in an amount equal to two per cent (2%) of the PO Price for each week (or part thereof) that the delivery of the Material is delayed beyond the corresponding Delivery Date, up to a maximum of ten per cent (10%) of the PO Price.

7.4 Without prejudice to Buyer's rights and remedies under Article 7.3 if Supplier fails to deliver the Material in accordance with the agreed Delivery Date(s), and such failure has not been remedied within seven (7) calendar days of the Supplier receiving notice from Buyer, Buyer may reject the Material, and immediately terminate the PO by giving written notice to the Supplier. In such an event, Supplier shall indemnify Buyer for any and all costs, expenses, damages and other losses suffered due to Supplier's failure.

7.5 Buyer acceptance of the Material, including acceptance of delayed delivery or performance, shall not constitute a waiver of, or otherwise limit, any of Buyer's rights or remedies, including but not limited to, those rights or remedies resulting from late delivery or performance.

7.6 In the event that Buyer gives notice to Supplier that it will not be able to accept the Material on the agreed Delivery Date, and such notice is given prior to the dispatch of the

Material, Supplier shall, at its own cost, postpone the Delivery Date as per Buyer's request.

- 7.7 If any of the Materials are found defective or non conformity with the requirements of PO within a reasonable time, Buyer may hold the right to reject and return such Materials at Supplier's expense.

#### **8. Packaging and Documentation**

- 8.1 Supplier shall ensure that the Material(s) are packaged, labelled, stored and handled: (a) as safely and carefully as possible; (b) in a manner that prevents them from being damaged during loading, transportation and off-loading; (c) in compliance with all applicable laws, rules and regulations, including those related to goods containing any hazardous and chemical substances; and (d) in accordance with any packaging instructions and specifications provided by Buyer, with appropriate engineering drawings and the packages must be marked with the PO number, item number, destination, contents, quality, date and method of dispatch and weight of each package.
- 8.2 Supplier shall, provide Buyer with all complete, accurate, and necessary documentation relating to the Material, including, but not limited to: documents, data and instructions regarding the safe handling, storage, usage and disposal of the Material, material safety data sheets, and all certificates customary for such type of goods and relevant mode of delivery, such as certificates of origin, bill of lading, commercial invoice certificates of analysis and certificates of conformity and any other documents requested by Buyer. The Supplier shall provide the draft documents to Buyer for its confirmation prior to shipping and issuing the final shipping documents. Once the Material is loaded and the original shipping documents have been issued and certified, a scan copy by email shall be shared with Buyer containing all requested documents and the original of the same document shall be sent to Buyer ten (10) days prior to the vessel arrival to the destination seaport/borde/airport or as per Buyer's request.
- 8.3 Upon the request of the Buyer receiving the Material, Supplier shall remove or take back any containers, packaging material, and waste at its own expense and risk.

#### **9. Title and/or Risk**

- 9.1 Title and risk in any Material purchased by Buyer will pass to Buyer:
- A. where the Materials to be physically affixed to the ground, immediately prior to the affixation;
  - B. where the Material is supplied on consignment, at the time and place where such Materials first used by Buyer; and
  - C. in all other circumstances, on acceptance at the time and place of delivery nominated by Buyer.
- 9.2 Any Material that is supplied in damaged condition or that does not comply with the PO may be rejected and returned by Buyer to the Supplier at the Supplier's expense. Title and risk in such rejected Material Will remain with the Supplier and Buyer may require the

Supplier to provide a replacement that meets the requirements of the PO at the expense of the Supplier and in a timely manner.

#### **10. Insurance**

Supplier shall carry and maintain and cause its subcontractor to carry and maintain insurance coverage necessary so as to be properly be insured against all risks which may arise from, or in connection with, the performance of the PO and, when requested by Buyer, Supplier shall furnish satisfactory evidence of such insurance coverage, Insurance deductibles, if any, shall be for the account of the Supplier as per Annex 1.

#### **11. Indemnification**

Supplier shall indemnify Buyer and its customers and hold them harmless from and against any and all lien, charges, attachment, claim, action, proceeding, damage, loss, liability, cost or expense (including loss of profit, legal costs, omission, negligence in any form and /or breach of duty and third party claims against Buyer) arising out of or in connection with or relating to any Materials performed by Supplier pursuant to this PO, including without limitation all product liability claims and any claim personal injury death or property damage or arising out of any alleged or actual infringement of any patent or proprietary or protected right, arising out of or in connection with the obligations of the Supplier under the PO.

#### **12. Warranty**

- 12.1 Supplier warrants that it shall have a good title to the Material.
- 12.2 Supplier warrants that, the Material shall: (a) conform to the specifications; (b) be new and not used; (c) be of good quality materials and workmanship; (d) be free from any and all defects in design, processing, fabrication, construction and measurement; (e) be fit for the intended purpose; and (f) conform to its description, the conditions and specifications of the PO, all applicable laws, rules and regulations relating to the design, manufacture, sale, packaging, labelling, safety standards, storage, transporting, delivery and use of the Goods.
- 12.3 Supplier warrants that the Material shall be fit for the intended purpose and performed: (a) in full accordance with the specifications; (b) in a good and workmanlike manner using all due skill and care, diligence and foresight expected and demanded from professional, skilled and experienced service providers engaged in similar services; and (c) by sufficiently qualified personnel.
- 12.4 The Supplier must, at its expense, remedy any defects in the Materials or any property or works affected by the defective Materials arising within the greater of: (a) 24 Months from commission and/or (b) 36 months of the delivery date ("Warranty Period"). The Supplier warrants all such remedial work for a further Warranty Period from the date on which the remedial work is completed. Where a defect in the Materials arises within the Warranty Period but does not become apparent until the Warranty Period has expired, the Supplier's liability does not cease merely because Buyer did not, or was unable to, give notice of the defect to the Supplier within the Warranty Period.

- 12.5 Without prejudice to Buyer rights and remedy in Clause 12.4 and 12.6, Buyer shall be entitled, at its sole option, to choose one (1) or more of the following remedies: (a) refuse delivery of the non-conforming Material, or if such Material have already been delivered, reject such Material and return them to Supplier, terminate the PO and, if already paid, obtain a complete refund of the PO Price of the non-conforming Material; (b) require Supplier to replace or repair the non-conforming Material; (c) refuse to accept any new deliveries of the Material; and (d) claim compensation for all costs, damages and losses incurred by Buyer as a result of breach of warranties set out in Clause 12.
- 12.6 In the event Supplier fails to remedy its breach of the warranties, or is unable to replace or repair the non-conforming Material within any period reasonably requested by Buyer, Buyer shall be entitled at its sole option, and without prejudice to any other right and remedies to: (1) replace or repair the non-conforming Material itself at Supplier's expense; or (2) have the non-conforming Material replaced or repaired by a third party supplier at Supplier's expense; and/or (3) claim reduction or refund (as the case may be) of the PO Price in the amount of the reduced value of the non-conforming Material.

### **13. Safety**

- 13.1 In respect of the provision of Materials the Supplier must ensure that the Personnel: (a) provide the Materials in an efficient and safe manner; (b) pay appropriate regard to the protection of the environment; and (c) observe and adhere to any direction in relation to health, safety or environment matters made by Buyer. Material must be marked or labelled to ensure safe handling and must comply with all statutory requirements and/or codes of practice applicable to the Supply.
- 13.2 Supplier shall be liable to Buyer in respect of its non-compliance with this Clause and shall indemnify and hold Buyer harmless against any and all loss or liability (of any nature whatsoever) incurred by it where the Material are to be delivered are to be performed, as a result of such non-compliance.
- 13.3 Should there be any health and/or safety violations that are not rectified by the Supplier, Buyer shall ensure that health and safety is adhered to on behalf of the Supplier, this will be charged at cost plus 20% and will be deducted from Supplier's subsequent invoices and/or Buyer will offset against due payments.

### **14. Term**

Where the Materials are provided on:

- A. a once-off basis, the PO continues until the Materials have been provided; and
- B. On an ongoing basis, the PO continues for the term specified on the PO, or if no term is specified, on a month to month basis until either Party terminates the PO by notice in writing, one month prior to the termination date. If the Supplier breaches the PO then Buyer may by written notice to the Supplier, immediately terminate the PO. All rights a Party

accrued before expiry or termination continue.

The warranty, liability, indemnity and confidentiality provisions of the PO shall survive its termination or final settlement.

### **15. General**

- 15.1 Confidentiality - Supplier shall neither disclose, advertise, nor publish the fact that Supplier has contracted to furnish Buyer the items described herein, nor disclose any details connected with the PO to a third party. Supplier shall use any Buyer's proprietary information solely for the purpose of carrying out the order and shall maintain secret and confidential all proprietary information disclosed to it by the Buyer No right or license under any patent, trademark or trade secret now or hereafter owned or controlled by Buyer shall be implied as having been granted to Supplier by the disclosure of proprietary Information or by any other activity under the Order. Supplier agrees that its failure to abide by the obligations set forth in this article will cause grounds for termination or damages. The obligations associated with confidentiality shall survive after the expiry or termination of this Purchase Order.
- 15.2 Subcontracting & Assignment - No assignment of the PO or monies due or to become due hereunder shall be made without prior written consent of Buyer. Supplier shall not subcontract all or substantially all of the PO without the prior written approval of Buyer, Consent by Buyer shall be subject to Supplier requiring its subcontractor(s) to comply with all relevant obligations under the relevant PO and shall not release Supplier from any of its obligations or liability under such PO. Buyer may assign license or subcontract to any of its affiliates all or part of its rights and obligations under this PO without Supplier's consent.
- 15.3 Patents and other intellectual property rights - Supplier shall obtain and pay for all permits and licenses required in connection with the performance of the PO. Supplier shall indemnify and hold harmless Buyer from and against any and all expense and loss in connection with any suit or proceeding, resulting from any infringement of patent rights which may occur in connection with the performance of the PO.
- 15.4 Buyers property - Unless otherwise agreed in writing, all tools, equipment or Materials of every description furnished to Supplier by Buyer or specifically paid for by Buyer and any replacement thereof or modification thereto, or any Materials affixed or attached thereto, shall be and remain the sole properties of Buyer. Upon Buyer's request, the Supplier shall return or hand over such property to Buyer in good condition.
- 15.5 Severance - If part or all of any clause of these conditions is illegal, invalid or unenforceable it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible. It will be severed from these conditions and the remaining provisions of these conditions will continue to have full force and effect, and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.

- 15.6 Variations - Buyer may vary the work under the PO or any condition thereof and the Supplier must carry out any such variation as directed by Buyer. The Supplier's price (addition or reduction) for any variation and any effect on the delivery date(s) of the Materials will be agreed between Buyer and Supplier prior to the Supplier carrying out any such variation. The Supplier must not vary the work under the PO or any condition thereof, except as directed and approved by Buyer in writing. No variation will invalidate the PO.
- 15.7 Audit - The Supplier shall maintain a complete and correct set of records pertaining to all aspects of the PO, including the performance hereof by the Supplier. Buyer shall, in order to verify that all transactions between Buyer and Supplier satisfy all of the terms and conditions of the PO, have the right, by audit to inspect those records of Supplier pertaining to the PO hereunder within a period of four (4) years from the provision of Material.
- 15.8 The Supplier shall be responsible for ensuring that all statutory licenses, consents or permits required for execution of the PO have been obtained.
- 15.9 This PO constitutes the entire agreement between the Parties and supersedes any previous agreements or understandings, oral or written, relating to the subject matter hereof. Supplier's acceptance of this PO has not been induced by representations, statements, warranties or agreements other than those herein expressed.
- 15.10 The Parties are independent contractors. Nothing in the PO shall be deemed to constitute either Party as a legal representative or an agent of the other or create a partnership, joint venture or employment relation between the Parties.

#### **16. Dispute resolution. Governing Law and Jurisdiction**

- 16.1 Disputes or differences arising between the Parties must be settled quickly and by negotiation. Any dispute that has not been resolved by agreement of the Parties within fourteen (14) calendar days of commencing settlement negotiations shall be submitted to the exclusive Jurisdiction of Incorporation.
- 16.2 This agreement shall be governed by and construed in all respects in accordance with the applicable laws of the Jurisdiction of Incorporation. The courts of the Jurisdiction of Incorporation shall have exclusive jurisdiction to consider any dispute arising out of any PO.

#### **17. Termination and Suspension**

- 17.1 Termination for convenience - Buyer shall have the right to terminate the PO for convenience, in whole or in part, at any time by a written notice of termination whenever Buyer determines such termination to be in Buyer's best interests, provided, however, that Buyer pays Supplier compensation as Buyer deems reasonable for the Price incurred up to the work completed at the date of such termination in accordance with the payment terms/milestones.
- 17.2 Termination for default - Buyer may cancel the whole or part of the PO, by written notice, for default of Supplier in the event of the Supplier's breach to any terms or conditions of the PO, including and not limited to, (i) if

Supplier fails to deliver items and materials within the time provided under the PO or in any mutually agreed upon extension of time or (ii) if Supplier fails to perform any of the provision of the PO, or fails to make progress so as to endanger performance of the PO in accordance with the terms. Buyer may also terminate for default if Supplier becomes insolvent or makes an assignment for the benefit of creditor or commits an act of bankruptcy or files or has filed against a petition in bankruptcy or reorganization proceedings.

- 17.3 In the event of termination for default, Buyer may procure materials similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such similar materials. In addition to the above rights, Buyer may, at its option, require Supplier to deliver to Buyer any completed or Incomplete items or materials related to the Order.
- 17.4 The rights and remedies of Buyer provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the PO.

#### **18. Sustainable development**

The Supplier shall respect and familiarize itself with Buyer's sustainable development policy which aims to promote human rights, to facilitate social welfare, and to preserve the environment.

#### **19. Anti-Corruption and Bribery**

The Supplier shall respect and familiarize itself with Buyer's Anti-Corruption and Bribery policy.

#### **20. Import/Export**

- 20.1 All Suppliers equipment, materials, spare parts and supplies shall be imported in the name of Supplier and at its expense, Buyer may assist in obtaining custom clearance without any liability or cost associated to Buyer,
- 20.2 The Supplier shall have the obligation to fulfil at its cost all local import and export formalities (including equipment clearance and payment of security deposits) for equipment and/or materials and/or supplies and/ or products and any equipment, tools, spare parts.
- 20.3 Supplier indemnifies Buyer in respect of liabilities in respect of any cost associated with Import/Export and duties. Should Buyer be subjected to any custom or duty or similar levies including penalties and fines in relation to the Supply, Supplier undertakes to settle such liability directly with the relevant authorities or reimburse Buyer for such payments.
- 20.4 The obligations of the parties under this Clause shall survive the expiry or termination of this Purchase Order.

#### **21. Force Majeure**

- 21.1 Neither Party hereto shall be responsible for any delay or failure in performance of the PO, if and to the extent such delay or failure is caused by Force Majeure described below.
- 21.2 Force Majeure shall mean any occurrences beyond the reasonable control of the Party affected including, but not limited to, acts of God, expropriation or confiscation,

embargo, war, rebellion, civil unrest, floods, earthquakes or other similar occurrences. The following, however, shall not be considered as Force Majeure.

- a) Inability to obtain raw materials, or increases in the price of raw materials or labor; and/or
  - b) Strikes or similar occurrences where the cause arises at the premises of the Supplier or sub supplier; and/or
  - c) Fire, explosion or other incident disabling the premises of the Supplier or sub supplier where the cause is due to the fault of the Supplier or sub supplier; or parties for whom they are responsible.
- 21.3 Should the Supplier be delayed or envisage delay in delivering of the Material by an occurrence of a Force Majeure, and the Supplier cannot avoid or prevent said delay, the Supplier shall notify Buyer immediately and confirm full details in writing within seven (7) days of the occurrence, and Buyer, if it agrees, shall then give notice to the Supplier confirming the existence of Force Majeure to the extent such delay is caused by Force Majeure. No amendment to the PO Price, however, shall be allowable because of Force Majeure occurrences.
- 21.4 The Supplier shall take all reasonable measures to mitigate the effect of Force Majeure and shall advise Buyer immediately on the cessation of circumstance or occurrence of Force Majeure.
- 21.5 Should the circumstances of Force Majeure, make impossible the completion and delivery of the Material/Material or last more than 60 days, Buyer shall, without penalty, have the right, if no other understanding is reached, to terminate the PO in whole or in part.