

# Terms and Conditions of Purchase of Services

## 1 Definitions

- (1.1) "Services" means all specified services or deliverables that the supply in accordance with these Conditions.
- (1.2) "Order" means any Purchase Order to the Supplier to supply the Buyer with the Services or Deliverables.
- (1.3) "Buyer" means Evolutions communication and broadcast services Ltd.
- (1.4) "Writing" includes email and comparable means of communication.
- (1.5) "Supplier" shall mean the Person, Firm or Company to whom the Purchase Order is issued.

## 2 Orders

- (2.1) All purchase orders for the provision of Services by the Supplier shall be deemed to incorporate these terms and conditions, which shall prevail over any other prior communications or agreement between the Supplier and the Buyer whether oral or written relating to any services or deliverables.
- (2.2) The Order constitutes an offer by the Buyer to purchase the services or deliverables. The Buyer will not accept responsibility for any services or deliverables unless supplied in accordance with an issued Order by the Buyer.
- (2.3) The acceptance in Writing of the Order or any other conduct which is consistent with acceptance of the Order by the Supplier shall constitute acceptance by the Supplier of the Order and all these terms and conditions.

## 3 Supplier's Warranty of Performance

- (3.1) The Supplier warrants that it will perform all services or deliverables in a good and workmanlike manner, with proper regard to the safety of all persons, with all professional care, skill and diligence, and that all services and deliverables will meet or exceed all relevant trade/industry/ professional quality standards. All work will be undertaken with all due expedition to enable programmes and timetables to be met and with all work completed as soon as practically possible.
- (3.2) The Supplier shall comply with the Buyer's or Buyer's customers Site Rules, which may include a mandatory site induction. The Buyer shall have the right to require removal of any person brought to the Site by the Supplier who has failed to complete with the Site Rules, or has, in the opinion of the Buyer, misconducted himself/herself, or has been negligent or incompetent, or is prejudicial to health and or safety.
- (3.3) The services or deliverables will be free from defects in design, material and workmanship and shall conform to the requirements and specifications of the applicable purchase order.
- (3.4) The supplier shall confirm to all laws, regulations, codes and other legal directives in the performance of the services or deliverables.
- (3.5) On completion of the Works the Supplier shall remove from the Site all constructional plant, accommodations, rubbish and temporary works of every kind on the instructions of the Buyer and leave the Site and the Works in a clean and workmanlike condition to the satisfaction of the Buyer.
- (3.6) The Supplier shall provide for all its employees who will be present on the Site all the necessary safety and industrial wear such as overalls, safety footwear, hard hats and goggles.
- (3.7) Should any defect or deficiency arise in the services or deliverables carried out by the Supplier within 12 months of completion, then the Supplier will be given an opportunity to investigate whether the defect or deficiency is of its own making. Should this be the case, then the Supplier undertakes, immediately to rectify any defects or deficiencies at its own cost.

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## 4 Completion Conditions

(4.1) Completion of the services or deliverables shall be made by the Supplier at the place and to the time schedule specified in the Order and could include the satisfactory supply and provision of customer specified handover packs.

## 5 Quality and Safety Management

(5.1) The supplier shall establish and maintain a quality system in conformance with the requirements set out in ISO 9001.

(5.2) The supplier will comply with the requirements of the Health and Safety Executive Construction, Design and Management Regulations.

## 6 Indemnities

(6.1) The Supplier will indemnify the Buyer against loss or damage or injury whatsoever and howsoever arising caused to the Buyer or for which the Buyer may be liable to third parties due to faulty design materials or workmanship of the services or deliverables, or

(6.2) Claims in respect of death or injury howsoever caused to any agent, subcontractor or employee of the supplier while in or about the Buyer's site: and

(6.3) Consequential loss or damage sustained by the Buyer as a result of the failure of the Supplier to supply the services or deliverables in accordance with this Order.

(6.4) Nothing in these conditions shall prejudice any condition or warranty (express or implied) or any other right or remedy to which the Buyer is entitled in relation to the services or deliverables by virtue of statute law common law or otherwise.

(6.5) The Supplier shall pass to the Buyer and agrees that the Buyer shall pass to its customers and/or users all warranties and services guarantees relating to the services or deliverables.

## 7 Insurance and Risk

(7.1) The Supplier warrants that he has insurance which is adequate to cover the risks specified in Condition 3 and that such insurances will be maintained in force throughout the period of the carrying out of the services or deliverables and the warranty period specified in Condition 3.

(7.2) Without prejudice to Condition 3, the Supplier shall maintain a public liability insurance policy with a limit of indemnity of not less than five million pounds (£5,000,000) unless the Buyer agrees in writing to a lower figure.

(7.3) The Supplier shall provide copies of the policies of insurance required and evidence of premiums paid whenever reasonably requested to do so by the Buyer.

## 8 Payment

(8.1) Unless otherwise agreed in writing payment for the services or deliverables shall become due 30 days after the end of the month in which the relevant invoices are forwarded subject to all services and deliverables being fulfilled and completed to the Buyer's satisfaction.

(8.2) Invoices should be submitted to the Buyer.

(8.3) No interest surcharge will be accepted by the Buyer.

(8.4) The Buyer may set off against the invoice any sums owed to the Buyer by the Supplier.

## 9 Cancellation

(9.1) In the event of a breach or non-observance of any of these Conditions by the Supplier or if the Buyer reasonably anticipates such breach the Buyer may give the Supplier written notice of such breach specifying the time after receipt of such notice in which to rectify the breach or non-observance. If in the event of such notice the Supplier should fail so to rectify then the Buyer shall have the right to give the Supplier notice forthwith terminating the Order and to obtain the

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service or deliverables from another source. The Supplier shall indemnify the Buyer from and against any excess cost resulting from the termination of the Order and the arrangement of another source of supply of the services or deliverables.

(9.2) The Order may be terminated at any time by the Buyer giving the Supplier notice in writing. The Buyer shall not be liable to make any other payment to the Supplier (including payments in respect of economic or consequential loss or loss of profit) as a result of such termination.

(9.3) Any termination of the Order shall not prejudice any rights which may have accrued to either party.

## 10 Insolvency

(10.1) This clause applies if:

(10.1.1) The Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

(10.1.2) An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

(10.1.3) The Supplier ceases, or threatens to cease, to carry on business; or

(10.1.4) The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

(10.2) If this clause applies the, without prejudice to any other right or remedy available to the Buyer, the Buyer can cancel any outstanding Orders without any liability to the Buyer.

## 11 Confidentiality

(11.1) All information designs, specifications and drawings provided by the Buyer to the Supplier shall be treated by the Supplier as confidential and shall not be disclosed to any third party. The Supplier shall not sell or supply directly or indirectly to any third party any item made in accordance with the Buyer's or its Customers information, designs, specifications or drawings.

## 12 General

**(12.1) Notices** Any notice given under the provisions of this agreement shall be in writing and shall be deemed to have been sufficiently served if delivered personally or sent by email or (within the U.K.) by first class post or (outside the U.K.) by airmail, and the address of services shall be that provided by the Supplier. Any notice served by first class post shall be deemed to have been served 48 hours after the date of dispatch, any notice served by airmail shall be deemed to have been served 10 days after the date of dispatch and any notice served by email shall be deemed to have been served at 10 o'clock on the business day of recipient next following the date of dispatch.

Notices or other communications sent by the Supplier to the Buyer shall be sent to the address given for the Buyer on the face of the Order.

**(12.2) Severance** In the event that any term condition shall be nullified or made void by any governmental law, decree, regulation or order or by the decision or order of any Court having jurisdiction the remaining terms, conditions and provisions of the Contract shall remain in full force and effect.

**(12.3) Jurisdiction** These conditions shall be governed by construed and shall take effect in accordance with the Laws of England and shall be subject to the sole jurisdiction of the English Courts.