

EUROSTAR GROUP LIMITED PURCHASE ORDER CONDITIONS

1. APPLICATION AND INTERPRETATION

a) THESE CONDITIONS SHALL APPLY IN RESPECT OF ALL GOODS AND/OR SERVICES ORDERED UNDER A PURCHASE ORDER UNLESS A WRITTEN CONTRACT SIGNED BY BOTH PARTIES HAS BEEN OR IS SUBSEQUENTLY ENTERED INTO BETWEEN EUROSTAR AND THE SUPPLIER FOR SUCH GOODS AND/OR SERVICES.

b) SAVE AS SET OUT ABOVE (WHERE THESE CONDITIONS SHALL NOT APPLY) THESE CONDITIONS SHALL APPLY TO ALL PURCHASE ORDERS AND SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS PROVIDED BY THE SUPPLIER WHETHER BEFORE OR AFTER THE ISSUE OF THE PURCHASE ORDER.

c) In these conditions, where the context admits:

"Contract" means the agreement between Eurostar and the Supplier which incorporates these Purchase Order Conditions and the requirements set out in the Purchase Order, including any Specification(s) referred to or described in the Purchase Order;

"Eurostar" means Eurostar Group Ltd (registered in England under number 3794642), whose registered office is at Eurostar House, Waterloo Station, London, SE1 8SE, its successors and/or permitted assigns;

"Eurostar Standard Payment Terms" referred to in the Purchase Order means the payment terms described in Clause 6 of these Conditions;

"Goods" means the goods and/or equipment and/or materials to be supplied under the Purchase Order;

"Method Statement" means the written document prepared by the Supplier which identifies all its obligations under this Contract in relation to safety and provides details of how the Supplier will satisfy such obligations;

"Purchase Order" means the Eurostar purchase order used by Eurostar to order the Goods and/or Services from the Supplier in accordance with requirements set out in the purchase order;

"Purchase Order Price" means the price (exclusive of VAT) accepted by Eurostar as payable to the Supplier for the supply of the Goods and/or Services in accordance with the Purchase Order;

"Specification" means the specifications, drawings, samples and patterns (if any) referred to or described in the Purchase Order against which the Goods and/or Services are to be supplied, and any modifications to them that may be agreed;

"Services" means the services to be supplied under the Purchase Order;

"the Supplier" means the person(s) who undertake(s) to supply the Goods and/or Services and its or their successors and/or permitted assigns;

"Warranty Period" means twelve months from the date on which the Goods and/or Services (and, where applicable under clauses 10 and 12, the replaced, repaired and/or re-supplied Goods and/or Services) are actually delivered and/or supplied; (and if the Goods and/or Services are delivered and/or supplied in separate consignments, from the date on which each consignment is actually delivered and/or supplied); or such other Warranty Period as may be stated in the Purchase Order.

2. SPECIFICATION AND STANDARDS

a) Without prejudice to or limitation of Eurostar's statutory rights, the Goods and/or Services supplied shall comply in all respects with the Specification, and if no Specification is referred to in the Purchase Order, the Goods and/or Services shall be of the best quality appropriate for the purpose (if any) specified by Eurostar.

b) The Supplier shall provide the Services in accordance with any timescales and other instructions set out in the Purchase Order, diligently, in a timely manner and with all due care and professional skill.

c) When on Eurostar's site(s) the Supplier shall comply with all reasonable oral or written directions provided by Eurostar.

3. ACCESS AND SAFETY

a) Where the Supplier is required to enter Eurostar's premises in order to supply the Services, the Supplier, its employees, agents and subcontractors shall at all times comply with all current applicable laws, regulations and approved codes of practice relating to health, safety, access and security, issued by appropriate authorities and all current policies and written or oral instructions relating to health, safety, access and security issued by Eurostar, including those set out in Schedule 1 ("*Health, Safety, Access, Security*") and Schedule 2 ("*EUKL Alcohol and Drugs Policy Statement*"). Please obtain a copy of Schedules 1 and 2 by contacting the Eurostar Requester identified in the Purchase Order.

b) The Supplier shall not commence provision of the Services until (where applicable) a Method Statement and risk assessments under current health and safety legislation have been reviewed and approved by Eurostar and a permit to work or authorisation to carry out the work has been issued. The Supplier shall comply with any Method Statement and risk assessment prepared pursuant to this clause.

4. DELIVERY

a) The Supplier shall deliver the Goods and/or Services in accordance with the instructions shown on the Purchase Order and any specified delivery date and time of delivery shall be of the essence of this Contract. Eurostar will be under no obligation to accept or pay for quantities of Goods and/or Services delivered in excess or in advance of the quantity, date or rate (as appropriate) stipulated by such instructions.

b) Unless otherwise provided in the Purchase Order, no charge shall be made by the Supplier for packing cases and materials or for delivery to the specified place of delivery.

c) Each delivery of Goods shall be accompanied by a delivery advice note which must clearly show the quantities being delivered and the Purchase Order number.

5. INVOICES

Invoices must be forwarded to Eurostar in accordance with the instructions contained in the Purchase Order. Unless otherwise agreed in writing, invoices must be submitted no earlier than the delivery date of each consignment of Goods and/or Services and must show any applicable trade or settlement discount, the Purchase Order number and the delivery advice note number for the Goods.

6. PAYMENT

Eurostar shall, in respect of Goods and/or Services which have been delivered and accepted in accordance with these conditions and for which Eurostar has received a valid and correct invoice, pay the Supplier in respect of that invoice "net

monthly" (where "net monthly" means no later than the last day of the month following the month in which it is received), unless otherwise stated in the Purchase Order.

7. QUALITY ASSURANCE

- a) The Supplier shall give Eurostar's representatives access at all reasonable times to its premises and allow them to inspect its quality systems and production methods and, if requested, to inspect, examine and test the Goods both during and after their manufacture and the materials being used in their manufacture.
- b) Any costs incurred by the Supplier in arranging compliance with the quality standards required by Eurostar shall be borne by the Supplier.

8. ASSIGNMENT & SUB-CONTRACTING

- a) The Supplier shall not, without the prior written consent of Eurostar assign or transfer or purport to assign or transfer any of its rights or obligations under this Contract.
- b) The Supplier shall not without the prior written consent of Eurostar (such consent not to be unreasonably withheld) subcontract this Contract or any part thereof. Any consent given by Eurostar shall not relieve the Supplier from its obligations under this Contract.
- c) The Supplier shall be responsible for any acts, defaults, or neglects of any subcontractor, its employees and agents in the supply of any Services or any part thereof as if they were the acts, defaults, or neglects of the Supplier.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) Unless otherwise agreed in the Purchase Order all copyright, design rights and other intellectual property rights in any work which is developed in the course of the provision of the Services shall be vested in Eurostar and the Supplier hereby assigns by way of future assignment with full title guarantee any such intellectual property rights and shall do all further things, if any, reasonably required by Eurostar in order to vest such rights in Eurostar.
- (b) The Supplier shall indemnify Eurostar against all loss, damage, costs and expenses for which Eurostar is or becomes liable in connection with any claim or allegation that the use of or possession of the Goods and/or any deliverables supplied pursuant to the Services infringes or is alleged to infringe any third party's intellectual property rights.

10. REJECTION AND REPLACEMENT

- a) Without prejudice to or limitation of its statutory rights Eurostar may, within the Warranty Period, notwithstanding the use or continued use by Eurostar of the Goods after the right to reject them has arisen and/or notwithstanding that the Services have been provided, reject by notice in writing (without liability to Eurostar) any Goods and/or Services which, in the opinion of Eurostar, are not of satisfactory quality and/or fit for their purpose and/or not in accordance with the Specification and/or the Purchase Order.
- b) Without prejudice to Eurostar's other rights and remedies, the Supplier shall in any event indemnify Eurostar against all costs and expenses incurred by Eurostar as a result of the Supplier's original supply of the rejected Goods and/or Services (including, without limitation, Eurostar's warehousing and carriage charges).
- c) The Supplier shall remove rejected Goods within 14 days of the date of Eurostar's notice of rejection, failing which Eurostar may (at its sole option) deliver them to the Supplier, in either case at the Supplier's cost and risk.
- d) Where such rejected Goods and/or Services form part of a series of consignments, nothing in this clause shall prevent Eurostar from accepting subsequent consignments if the Goods and/or Services contained within such subsequent consignments are acceptable to Eurostar.

11. VALUE ADDED TAX ETC.

The Supplier, if registered for VAT, will supply a valid VAT invoice, including a statement of how the supply in question is rated for the purposes of tax, and show separately any relevant rates of tax relating to the Goods and/or Services. The Supplier shall provide further information as may reasonably be required in relation to any such invoice.

12. WARRANTY

Without prejudice to Eurostar's other rights and remedies, if during the Warranty Period, any defect occurs in any of the Goods and/or Services due to the material, workmanship, performance or design of the Goods and/or Services not being in accordance with this Contract or any applicable statutory or regulatory standards, the Supplier shall as soon as practicable and in any event within a reasonable time as stipulated by Eurostar replace or repair such defective Goods and/or, at Eurostar's option, re-supply the Services or remedy the defect in such Services, at its own expense. Goods replaced or repaired and/or defects remedied in Services or Services re-supplied under this clause shall be subject to a fresh Warranty commencing on the actual date of delivery of the repaired or replaced Goods and/or remedied or re-supplied Services and continuing for the Warranty Period.

13. TITLE AND RISK

- a) Title in the Goods will pass to Eurostar upon payment to the Supplier of the Purchase Order Price (or part thereof), save where payment (either in whole or in part) is made for the Goods prior to their delivery to Eurostar, or where Eurostar has supplied materials to be incorporated in the Goods, in which cases clause 13(b) shall apply.
- b) Where under clause 13(a) this clause 13(b) applies (without prejudice to Eurostar's rights under clauses 10 and 12) title to the Goods shall vest in Eurostar from the commencement of their manufacture, and title to all materials and other items which the Supplier shall acquire or allocate for incorporation in any of the Goods shall vest in Eurostar from the time they are so acquired or allocated.
- c) The Goods shall be at the Supplier's risk until they are delivered to Eurostar's delivery address set out in the Purchase Order notwithstanding that payment may have already been made and title passed to Eurostar, and until delivery is completed the Supplier shall be responsible for any loss or damage and for arranging and paying for their storage, handling and insurance; the insurance shall be endorsed in the name of and shall protect the interests of Eurostar on an "all risks" basis and shall provide cover for loss or damage in transit.

14. STATUTORY AND OTHER REGULATIONS

- a) The Supplier shall comply in all respects, including but not limited to in respect of the Goods and/or Services themselves and the provision thereof, with English law and all applicable rules and regulations.
- b) The Supplier shall ensure that the Goods are suitably packed and identified at the time of their delivery with reference to the hazards attaching to them in accordance with statutory requirements.

c) Without prejudice to or limitation of Eurostar's other rights, if the Supplier does not fulfil its responsibilities and obligations under this Contract it shall indemnify Eurostar against all costs for which Eurostar becomes liable and for which it would not otherwise be liable.

15. TERMINATION

a) Eurostar may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate this Contract forthwith by notice and the Supplier shall indemnify Eurostar against all costs, expenses and damages for which Eurostar becomes liable arising from such termination in the event of:

i) the passing by the Supplier of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Supplier or the dissolution of the Supplier; or
ii) the making of an administration order in relation to the Supplier or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Supplier's assets; or
iii) the Supplier making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;

b) Without prejudice to Eurostar's rights to obtain replacement Goods and/or re-supplied or remedied Services under clauses 10 and 12, if:

i) the Supplier commits any breach of this Contract and fails to remedy such breach within 14 days of being given written notice to do so by Eurostar; or

ii) the Supplier fails to perform its obligations under the Contract with due diligence or to comply with the specified delivery dates;

Eurostar may forthwith terminate the Contract by notice and shall thereupon be entitled without any liability to Eurostar:-

* to return to the Supplier at the Supplier's own risk and expense any of the Goods already delivered but which cannot in Eurostar's opinion be effectively or commercially used by reason of the non-delivery of Goods still undelivered; and

* to recover any payments made to the Supplier in respect of the Goods so returned and/or Services already supplied, where such supplied Services are not in Eurostar's opinion of effective or commercial use by reason of the non-delivery of further Services which had been ordered but which will not be provided as a result of termination of the Contract; and

* to recover from the Supplier any additional expenditure reasonably incurred by Eurostar in obtaining other Goods in lieu of those so returned and/or other Services in lieu of those considered by Eurostar to be of no use (as above) and those Goods and/or Services not delivered because of the termination of the Contract.

c) Termination of the Contract shall not prejudice or affect any right or remedy which has accrued or shall accrue thereafter to Eurostar.

16. CONFIDENTIALITY AND NON-DISCLOSURE

a) During the term of this Contract and thereafter, both Eurostar and the Supplier shall keep confidential any commercial or proprietary information of a confidential nature belonging to each other.

b) Neither party hereto shall disclose to any person information concerning the transactions referred to in or the nature or subject matter of this Contract (other than to the extent required by law), without the prior written consent of the other party.

17. GOVERNING LAW AND JURISDICTION

a) The validity, construction and performance of the Purchase Order and the Contract shall be governed by English law and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract or the Purchase Order shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the parties hereby irrevocably submit.

b) No claims shall be brought under the Contract after the expiry of 6 years from the date of delivery of the Goods and/or Services (or, in the case of Goods replaced and/or Services remedied or re-supplied under clauses 10 or 12, from the date of delivery of such replacement Goods and/or remedied or re-supplied Services).

18. SET OFF

Without prejudice to Eurostar's other rights and remedies, if the Supplier is in breach of its obligations under this Contract, the Supplier shall pay or allow to Eurostar such sum as is fair and reasonable in respect of any losses, damages, costs or expenses which Eurostar has suffered or may become liable for by reason thereof. Such amount may be deducted from any amount which would otherwise be due to the Supplier under this Purchase Order (or any other contract between Eurostar and the Supplier). As and when the amount of any such loss or damage is known, Eurostar shall issue a statement in relation thereto.

19. NO WAIVER

No failure to exercise or delay in exercising any right, power or remedy under or in connection with the Contract shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof, or the exercise of any other right or remedy.