

## ABG INSTALLS (TRADING NAME OF GEOGREEN SOLUTIONS LTD) PURCHASE ORDER CONDITIONS

- 1 No account will be recognised by us unless covered by a written order from us on our official order form.
- 2 Unless otherwise agreed in writing the goods ordered shall be delivered to the address stated at the seller's risk. The title and the property in the goods shall pass to Geogreen when they are delivered to the address stated and they are signed for by our servant or by an agent appointed by us, provided that a carrier shall not be regarded as an agent for this purpose. No clause in any sales agreement which purports to retain title in goods by the supplier until payment has been made shall be recognised.
- 3 Where the purchase order is for the processing of materials that are owned by Geogreen then Geogreen shall retain full title to the original materials plus the added value of the reprocessing without encumbrance from any third party. The recipient of the purchase order shall insure the material for the full value. The processor will not use Geogreen materials for the purpose of satisfying his obligations to third parties.
- 4 Where the purchase order is for origination of artwork, design, copy, etc then the copyright in that work, design, etc will automatically pass to Geogreen upon payment by Geogreen for the items purchased and acceptance of such payment will be deemed to be acceptance of this term.
- 5 Unless otherwise agreed in writing the price stated in our order shall include the cost of delivery to the address stated and the costs of all inspections and tests which may be required by us. All goods delivered pursuant to this order shall be accompanied by a delivery note which shall be delivered together with the goods at the address stated. A copy of the signed delivery note shall be forwarded to our head office for all deliveries made direct to site on our behalf. Failure to do so will delay payment.
- 6 All goods supplied against any order are to comply with the stipulated specification and are to be of the best materials and workmanship and are to be to the entire satisfaction of ourselves. All such goods supplied to our order must comply with any statutory or other requirements imposed by law. All goods supplied shall be accompanied by any appropriate instructions for use and any particular stacking and storage instructions. Access is to be given by you to enable us to inspect the goods at all stages of manufacture and to execute or to witness tests. Where the purchase order is for the manufacture or supply of geotextiles these shall be supplied in a clean dry condition free of all contaminants and wrapped in opaque plastic film to protect from UV light. We reserve the right to return for full credit or replacement any geotextile that fails to meet these requirements.
- 7 The seller shall undertake to commence delivery at such time as we shall reasonably require and shall complete delivery by the date fixed for delivery, unless otherwise agreed in writing time is of the essence of the Contract and the dates fixed for delivery must be exactly observed. In the event of delay on the part of the seller in commencing or completing delivery we shall without prejudice to other rights and remedies available to us be entitled to terminate the Contract forthwith without further liability on our behalf by giving notice in writing to the seller and the seller shall thereupon be responsible for the costs and expenses incurred by us as a result of the delay and in obtaining alternative supplies of goods. We further reserve the right to refuse to accept delivery of and pay for goods delivered after the required date.
- 8 We bring to your notice that if the goods ordered are for incorporation into the works of a Main Contract named in the order which is subject to liquidated damages for delay and delay in the supply of goods could render us liable for liquidated damages for delay and/or liable for damages for breach of contract, then if any such claim for delay shall successfully be made against Geogreen and the delay giving rise to the claim shall be attributable to the suppliers' failure to deliver goods by the date fixed for delivery, the supplier shall indemnify Geogreen against any such claim.
- 9 The seller shall make good by replacement or otherwise at our option any defects in the goods supplied and shall bear the costs of any expenses incurred by us for the consequences of such defects. We shall have the right to assign to our customer the benefits of this warranty.
- 10 No increase in quantities or price in respect of any goods supplied over the quantity or price stated in our order shall be recognised unless that increase has been confirmed by our written variation order.
- 11 The seller shall indemnify us in respect of all claims against us in connection with the goods arising from any actual or alleged infringement of any letters patent, registered design or trade mark and any expense whatsoever incurred by us in connection therewith.
- 12 Before entering any premises or contract site in order to perform the terms of any contract between us for the supply of goods the seller shall provide and maintain in full force and effect adequate Employers Liability Insurance and adequate Public Liability Insurance. The seller and his employees, agents and visitors enter such premises or site at their own risk and we will accept no liability for any claims or losses whatsoever which are not attributable to our negligence. The seller shall fully and effectually indemnify us from or in consequence directly or indirectly of such entry unless such claim, demand or liability shall be attributable to our negligence.
- 13 The seller shall not sublet or assign all or any part of this order without our written authority.
- 14 The seller shall comply with the Consumer Protection Act 1987 - Health and Safety at Work Act 1974 - Control of Substances Hazardous to Health Regulations 1988 and other such Acts. If any goods supplied fall within the category of hazardous or dangerous materials the seller must provide to us and ensure that the delivery advice contains full details of safe use, storage, handling, disposal, etc. The seller shall indemnify us against all losses, costs, damages incurred in connection with a breach of this clause by the seller.
- 15 The quantities stated in the order may be varied by us and the price shall remain fixed as stated unless a different price is agreed by us. We are not obliged by the Contract to take delivery of the full quantity or items stated on the order and the seller shall not be entitled to any compensation. The order shall remain open and the prices fixed for as long as we desire until complete.
- 16 Should the seller commit any default or breach of contract then we may without prejudice to all our other rights therefrom immediately determine the Contract and contract with others for the supply of the goods. We shall not be liable to the seller for any loss incurred by him as a result of such action.
- 17 The Contract should be governed and interpreted in accordance with English Law in an English Court.
- 18 The above conditions shall apply to all orders placed by us. Any stipulations, conditions or terms in the seller's quotation or acceptance of our order which conflict with any of the above conditions, or in any way qualify or negate the same shall not apply to this contract.