

KINGSPAN WATER & ENERGY TERMS AND CONDITIONS OF PURCHASE

1 Definitions

In these Kingspan Water & Energy terms and conditions of purchase ("these Terms"), unless the context requires otherwise, the following words shall have the following meanings:

"**Buyer**" means the Kingspan entity specified on the Order that expressly incorporate these terms by reference;

"**Goods**" means the subject matter of the Contract (as hereinafter defined);

"**Order**" means a purchase order in respect of Goods and/or Services issued by the Buyer to the Supplier;

"**Services**" means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to an Order;

"**Supplier**" means the company, firm, body or person to whom an Order is addressed.

2 Applicability of these Terms of Purchase

2.1 Orders are issued, goods and services are accepted exclusively on the basis of these Terms which the Order incorporates by reference (the "Contract") between the Buyer and the Supplier. These Terms shall apply to the present transaction and also to all future transactions even if not referred to subsequently. The Buyer hereby declares void any inconsistent terms of business or conditions of sale offered by the Supplier.

2.2 Any deviation from or addition to these Terms or the Contract shall be effective only if confirmed in writing by an employee of the Buyer having actual authority to depart from these Terms or any Order.

2.3 These conditions apply to Services in the same way as they apply to Goods.

3 Acceptance

The Buyer shall not be liable for any Order unless:

3.1 it is issued or confirmed on the Buyer's official order form; and

3.2 the Supplier confirms in writing acceptance of it and these Terms.

4 Prices

4.1 Prices shall be as specified in the Order. In instances where prices are not specified in the Order and the Order makes reference to the Supplier's published price list, the price payable for the Goods shall be the ruling price as published in the Supplier's published price list current at the date on which the Order is issued by the Buyer.

4.2 Unless otherwise agreed in writing, the costs of carriage, insurance and freight will be borne by the Supplier.

4.3 Unless the Order expressly accepts or stipulates any provision for price variation and the basis of such variation, the price or rate for the Goods and any Services is fixed and is not subject to variation unless the Buyer expressly agrees in writing signed by a duly authorised representative of the Buyer. Where the price for the Goods or the Services is varied in accordance with this clause the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

5 Terms of Payment

5.1 Payments will be made 60 days after the end of the invoice month, unless otherwise agreed in writing. All payments will be made without prejudice to the Buyer's rights should the Goods or any Services prove unsatisfactory or not in accordance with the Order.

5.2 The Buyer reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Buyer on any account.

5.3 Failure by the Supplier to attend to any of the following details may mean delay in payment (but, for the avoidance of doubt, with no prompt payment discount to be forfeited by the Buyer);

5.3.1 failure by the Supplier to send on the day of despatch for each consignment of Goods or on the performance of the Services, a separate advice note and invoice for each such delivery or performance; or

5.3.2 failure by the Supplier to mark the Order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.

6 Inspection and Testing

6.1 The Buyer's inspector or representative and any inspector or representative of the Buyer's customer or the agent of any of them or of any government department concerned, may on the Buyer's authority inspect or test the Goods or Services at any reasonable time at the Supplier's works or at the works of any permitted subcontractor or assignee. For this purpose, the Supplier will give to the Buyer or any nominee of the Buyer, or otherwise arrange for, reasonable facilities of access to the Supplier's works or any such other works.

6.2 If specified by the Buyer, the Supplier will give adequate notice of works tests which the Buyer is entitled to attend and will provide the Buyer with such test certificates as the Buyer or its customer may reasonably require.

6.3 Such inspection does not relieve the Supplier of any liability nor does it imply acceptance of the Goods or Services.

6.4 The Buyer reserves the right at its option either to reject any Goods or Services in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel the Order or any part of the Order or to delay acceptance of the whole or any part of it without any further payment or charge for storage or delay in any of the following circumstances:

6.4.1 failure by the Supplier to comply strictly with the description, specification and drawings relating to Goods to be supplied or Services to be carried out and/or failure to comply with any applicable standard;

6.4.2 if the Goods or Services are below the specified standard or fail to pass any inspection or test in accordance with these conditions; or

6.4.3 if the Supplier otherwise fails to comply in all respects with any of its obligations under these conditions.

7 Buyer's Property, Patterns, etc

7.1 The Order and its subject matter shall be treated as confidential between the Supplier and the buyer and shall not be disclosed by the Supplier (or any permitted subcontractor or assignee or supplier) to any third party or used by the Supplier (or any permitted subcontractor or assignee) for advertisement, display or publication without the Buyer's prior consent in writing.

7.2 The Supplier agrees neither to quote nor to supply parts made with the Buyer's designs, tools, patterns, drawings, dies or specifications to

any third party without the Buyer's prior consent in writing.

8 Passing of title to, and risk in, the Goods

8.1 Title to the Goods shall pass to the Buyer on delivery to the place specified in the Order or as otherwise agreed without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Terms or otherwise.

8.2 If the Supplier postpones delivery at the Buyer's request, title to the Goods shall nevertheless pass to the Buyer on the date when, but for such postponement, the Goods would have been delivered.

8.3 Goods shall be at the risk of the Supplier until actually delivered even where the delivery has been delayed or postponed by the Buyer or at the Buyer's request.

8.4 All Goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.

9 Specification, Quality etc, remedies

9.1 Subject to these Terms, the Goods and Services to be provided shall:

9.1.1 conform as to specification, quantity, quality and description with the Order and any specification or standards stated or referred to in the Order including industry standards;

9.1.2 be of first class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;

9.1.3 be equal in all respects to any samples, demonstration or specification provided or given by either party;

9.1.4 be fit for the purpose for which they are required in the manufacturing of the Buyer's products or of a sort normally manufactured by the Buyer or in respect of what the Buyer proposes or intends manufacturing and the Supplier is obliged to alert the Buyer of any reason why the Goods would not be suitable for the manufacturing process;

9.1.5 be capable of complying with any guarantee that the Buyer provides with its products which it manufactures using the Goods and of which the Supplier has been made aware of;

9.1.6 comply with any statutory rule or regulation that may be in force relating to the Goods and/or the Services;

conform with the requirements set forth in the Kingspan Supplier Quality Assurance Manual available at: [supplier-quality-assurance-manual-kwe.pdf](#) and incorporated herein by reference.

9.2 The Supplier will keep the Buyer indemnified in respect of all loss, damage, injury, costs and expenses which result directly or indirectly from defective Goods, workmanship, design or Services supplied or provided by the Supplier or any other defect or fault in the Goods, or where the specifications have not been met and the performance of the Services and, in addition, the Supplier will repair, replace or reinstate at the Buyer's option, any defective item or items free of charge.

9.3 Without prejudice to any right or remedy available to the Buyer under statute or common law, the Supplier will keep the Buyer indemnified in respect of any liability suffered or incurred by the Buyer as a result of the supply or use by the Supplier of defective Goods or workmanship in carrying out the Order, or which arise as a result of the performance of the Services or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in the contract or any other breach of contract on the part of the Supplier, including but not limited to consequential or indirect loss and loss of profits.

10 **Patent Infringement**

The Supplier will keep the Buyer fully indemnified (except in respect of designs provided by the Buyer) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringement of patents, registered designs, unregistered designs, design rights, copyrights, trademarks or any other intellectual property rights in relation to the Order and in relation to the use of articles or processes pursuant to the Order.

11 **Indemnity**

The Supplier will keep the Buyer indemnified against any claim in respect of loss or damage to any movable or immovable property of any nature or type whatever of the Buyer or any third party and against any claim in respect of the death of or personal injury to any person whether in contract or tort or otherwise arising under common law, statute or otherwise as a result of breach of any statutory or common law duty or of any act or omission on the part of the Supplier or any of its employees, subcontractors, assignees or agents or as a result of the performance or non-performance of the Order or otherwise however arising wherever such loss, damage, death or personal injury occurs (including but not limited to the Buyer's premises).

12 **Termination**

If the Supplier being an individual becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors or being a company is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator, the Buyer shall be at liberty (but not bound) at any time after that;

12.1 to cancel all or any part of the Order immediately by notice and to collect immediately all material, goods, tools or articles of any description sent to the Supplier for any purpose; or

12.2 to give the Supplier or the receiver, liquidator or other person the option of carrying on with the Order subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the Order.

13 **Inventions and Improvements**

When the Order includes manufacture to the Buyer's designs the Supplier agrees to inform the buyer of any invention or improvement in design or method of manufacture arising out of the performance of the Order by or on behalf of the Supplier and any such invention or improvement and any patent or registered design rights in respect thereof and copyright in any drawings documents or specifications relating thereto shall be the property of the Buyer. The Supplier will give the Buyer at the Buyer's expense all necessary assistance to enable the Buyer to obtain patent, registered design and similar rights throughout the world.

14 **Health & Safety**

The Supplier warrants that the Goods or materials to be supplied in accordance with the Order will be safe and without risk to health when properly used and the Supplier will provide all necessary

information in connection with the design, testing and use of them (whether or not such information has been requested by the Buyer).

15 **Licences**

If the performance of the Order requires the Buyer to have any permit or licence from any government or other authority at home or overseas, the Order shall be conditional upon such permit or licence being available at the required time.

16 **Insurance**

The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under the Order and in respect of the Goods or Services. The Supplier will provide all facilities, assistance and advice required by the Buyer or the Buyer's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order.

17 **Performance delay**

17.1 Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance or completion shall be of the essence. The Supplier shall immediately notify the Buyer of any apprehended delay in delivery, despatch, completion or performance.

17.2 The Buyer reserves the right to reject Goods or Services not delivered or performed on time and/or to cancel the whole or any part of the Contract of which such Goods or Services form part and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Buyer irrespective of the cause of delay without prejudice to the Buyer's right to damages and any other remedies against the Supplier for breach of contract and without any liability of whatever nature on the Buyer.

17.3 No concession with respect to delays in delivery, despatch, completion or performance shall be construed as a waiver of any of the Buyer's rights and remedies unless such waiver is specifically agreed in writing and signed by a duly authorised representative of the Buyer.

18 **Delivery, packing, etc**

18.1 Deliveries made in advance of the Buyer's requirements may be returned to the Supplier at the Supplier's expense or accepted at the Buyer's option. If the Buyer accepts them the Buyer shall be entitled to defer payment until the month following the month on which the delivery would have taken place.

18.2 Scheduled Orders only. A Scheduled Order indicates the Buyer's estimated requirements for the Goods or Services described in it. The Buyer will not accept delivery or performance of, or be in any way liable to pay for, any Goods or Services described in a Scheduled Order unless the Buyer has given the Supplier written release or performance instructions which are directly attributable to that Scheduled Order.

18.3 No responsibility is accepted for Goods delivered or Services performed in excess of the Order.

18.4 All Goods must be adequately protected against damage and deterioration in transit and delivered as set forth in Clause 4.2 hereof and in accordance with the Buyer's instructions (if given) and the packages of Goods must bear the description and the quantity of the contents and the Buyer's Order number.

18.5 The Buyer accepts no liability for packing materials or cases unless previously agreed.

18.6 The Buyer will not be responsible for any failure to give notice to carriers or loss, damage, delay, detention or transit or non-delivery.

18.7 The Supplier agrees on request to supply the Buyer with any necessary declarations and documents stating the origin of the Goods.

19 **Supplier Code of Conduct**

19.1 The Supplier acknowledges Kingspan's Supplier Code of Conduct (available here: [Code of Conduct | Kingspan Group](#)) and agrees that all relevant personnel will adhere to its principles throughout the duration of this engagement.

20 **Variation**

Neither the Buyer nor the Supplier shall be bound by any variation, waiver or addition to these conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.

21 **Assignment and sub-contracting**

21.1 The Supplier shall not without the consent in writing of the Buyer assign or transfer the Order or any part of it to any other person.

21.2 The Supplier shall not without the consent in writing of the Buyer sub-contract the Order or any part of it other than for materials, minor details or for any part of the Goods for which the

makers are named in the Order or the specification. Any such consent shall not relieve the Supplier of any of its obligations under the contract.

22 Notices

22.1 Any notice under or in connection with these Terms shall be in writing in the English language and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) to the party due to receive the notice or communication at its address.

22.2 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given:

- 22.2.1 if delivered personally, when left at the address referred to in Clause 21.1;
- 22.2.2 if sent by mail other than air mail, two days after posting it; and
- 22.2.3 if sent by air mail, five days after posting it.

22.3 In proving service (without prejudice to any other means):

- 22.3.1 by post it shall only be necessary to prove the notice or document was contained in an envelope properly stamped and posted as provided in this clause.

23 Invalidity

The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

24 Jurisdiction; applicable law; severability

24.1 These Terms or any Contract shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland. The Uniform Law on the Formation of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods shall be inapplicable.

24.2 Each party irrevocably waives any objection which it might at any time have to the courts of Northern Ireland being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that the courts of Northern Ireland are not a convenient or appropriate forum.

24.3 In the event that any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or by mutual agreement of the parties, it may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect.

25 Force Majeure

25.1 Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure beyond to that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

25.1.1 Act of God, explosion, flood, tempest, fire or accident;

25.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

25.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

25.1.4 import or export regulations or embargoes;

25.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Supplier or the Buyer or of a third party);

25.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

25.1.7 power failure or breakdown in machinery.

26 Anti-Slavery

26.1 In performing its obligations under the agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

26.2 The Supplier represents and warrants that:

26.2.1 neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of

any offence involving slavery and human trafficking; and having made reasonable enquiries, so far as it is aware, has not been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

26.2.2 The Supplier shall implement due diligence procedures for its subcontractors and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

26.3 The Supplier shall indemnify the Buyer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Buyer as a result of any breach of anti-slavery legislation by the Supplier.

26.4 The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the anti-slavery legislation.

27 Compliance with anti-bribery & corruption laws

27.1 The Supplier shall and shall procure that persons associated with it or other persons who are involved in any way with the Contract shall:

27.1.1 comply with all applicable laws, statutes and regulations including but not limited to anti-bribery and anti-corruption legislation as specifically outlined in the UK Bribery Act 2010.

27.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

27.1.3 comply with the Buyer's Anti-Bribery & Corruption Policy as currently in force and any update thereof a copy of which can be found at [Anti-Fraud, Bribery & Corruption Policy | Kingspan Group](#) ;

27.1.4 maintain in place throughout the term of this Contract adequate policies and procedures under the UK Bribery Act 2010 and inform the Buyer immediately in writing

in the case of any breach, investigation of prosecution thereunder;

27.1.5 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract; and

27.1.6 immediately notify the Buyer in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract).

27.2 For the purpose of this Clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the avoidance of doubt, a breach of any of the terms of this Clause shall be a material breach in terms of the Contract.

27.3 The Supplier shall indemnify the Buyer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Buyer as a result of any breach of this Clause by the Supplier or any persons associated with it in connection with the performance of this Contract.

27.4 Any breach of this Clause by the Supplier or by anyone employed by the Supplier or acting on behalf of the Buyer (whether with or without the knowledge of the Intermediary) or the commission of any offence by the Supplier or by anyone employed by the Supplier or acting on the Supplier's behalf under the UK Bribery Act 2010 in relation to this Contract or any other contract with the Buyer, shall entitle the Buyer to terminate the Contract and recover from the Supplier the amount of any loss resulting from such termination.