

VolkerWessels UK Group Standard Terms and Conditions

1. Formation of Contract

- 1.1. All Goods supplied and delivered to the Purchaser shall be subject to these Conditions, and any contract between the Purchaser and the Supplier shall be on the basis of these Conditions to the exclusion of all other terms and conditions.
- 1.2. By accepting the Order (whether expressly or impliedly) the Supplier accepts all the terms of the Contract, including these Conditions, and withdraws any terms or conditions on any other tender or quotation and undertakes not to seek to impose any other terms or conditions relating to the Goods in any subsequent Delivery Record or other documents generated by the Supplier.
- 1.3. There shall be no amendment or variation to the Contract unless expressly agreed in writing by the Purchaser and signed by a Director of the Purchaser.
- 1.4. The Contract shall take effect on the order date on the Order and shall be deemed to expire when the Supplier has complied with all of its obligations under the Contract.
- 1.5. The Purchaser may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Supplier's prior consent. The Supplier shall not without the written consent of the Purchaser assign, transfer, charge or subcontract the whole or any part of the Contract to any Third Party and in any event the Supplier shall not be relieved of any of its obligations under the Contract. If the Contract or any part of it is assigned, transferred, charged or subcontracted, with the Purchaser's prior written consent, the Supplier shall immediately send a copy of the assignment, transfer, charge or subcontract to the Purchaser.
- 1.6. No previous course of dealing between the Purchaser and the Supplier shall be taken into consideration when considering the basis and/or terms of the Contract.

2. Compliance with Purchaser Policies, and laws and regulations

- 2.1. The Supplier shall comply with the Purchaser's Policies. The Supplier shall comply with all applicable laws and regulations in performing its obligations under the Contract, and the Supplier shall ensure that at all times the Goods comply with all applicable laws and regulations.

3. Quantities, Price and Payment

- 3.1. The quantities set out on the Order may be altered as follows:
 - 3.1.1. the Purchaser may ask the Supplier to supply additional Goods; and/or
 - 3.1.2. the Purchaser may cancel all or part of the Order at any time prior to the Delivery Date and the Supplier shall have no claim in respect of any Loss arising out of such cancellation.
- 3.2. Unless otherwise agreed by the Purchaser in writing the Contract Price for the Goods whether delivered to or collected by the Purchaser shall be the price for the Goods set out on the Order or if applicable as derived from the rates and prices set out on the Order.
- 3.3. The Contract Price is exclusive of VAT. Unless the Purchaser notifies the Supplier that the Reverse Charge applies, the Purchaser shall pay the VAT properly payable by the Purchaser by reference to the Contract Price. The Contract Price shall otherwise be inclusive of all other charges, taxes, costs and expenses whatsoever save in respect of any such charges and/or taxes which are specifically identified in the Order as being excluded from the Contract Price.
- 3.4. The Supplier shall only issue to the Purchaser an appropriate VAT invoice for the Goods on or after the completion of delivery. The invoice must:
 - 3.4.1. stipulate if the Reverse Charge applies (if previously notified by the Purchaser) or the relevant VAT rate for the supply to which it relates; and
 - 3.4.2. include the order number as set out or referred to overleaf or accompanying these Conditions;

The Purchaser shall pay all valid and undisputed invoices including any VAT properly payable within the terms referred to overleaf or accompanying these Conditions. Where such terms state that payment terms apply from the date of the invoice, the parties acknowledge that notwithstanding what is stated on the invoice, this date shall be deemed to be the same day as the date the invoice was actually submitted to the Purchaser in accordance with this clause 3.4 and clause 3.5. Payment shall be made to the bank account nominated in writing by the Supplier.

- 3.5. Invoices must be addressed to the relevant VWUK entity at Hertford Road, Hoddesdon, EN11 9BX and sent in normal working hours and electronically to the relevant vendor mailbox as published on the VWUK website. Invoices received outside of normal working hours are deemed to have been submitted on the next normal working day.
- 3.6. The Purchaser may delay payment of all or part of the Contract Price if any or all of the following applies:

- (a) failure by the Supplier to send, on the day of despatch for each Order, a separate Delivery Record and invoice for each such delivery; or
 - (b) failure by the Supplier to mark clearly the Order number on the package, packing notes, invoices, monthly statements and other correspondence relating to them.
- 3.7. All payments made by the Purchaser are made without prejudice to the Purchaser's rights should the Goods prove unsatisfactory and not in accordance with the Contract.
- 3.8. The Supplier acknowledges that invoices not submitted in accordance with Clauses 3.4 and 3.5 or any part thereof shall not be valid and the Purchaser reserves the right to reject such invoices and to require the Supplier to re-submit invoices in accordance with Clauses 3.4 and 3.5.
- 3.9. If a Party fails to make any payment due to the other under the Contract by the due date for payment ("**Due Date**"), then the defaulting party shall pay interest on the overdue amount at the rate of 4% above the Natwest Group's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the Purchaser disputes in good faith.
- 3.10. The Purchaser may, without limiting any other rights or remedies it may have, set off any amount owed to it or its Affiliates by the Supplier against any amounts payable by it to the Supplier under the Contract or any other contract entered into by the Parties.

4. Defects and Variations

- 4.1. If any defect due, but not limited, to quality, quantity or suitability is not repaired or the relevant Goods replaced within a reasonable time, the Purchaser may repair or (at the Purchaser's option) replace those Goods at the Supplier's expense. The making of payments shall not prejudice the Purchaser's right to reject Goods not complying with the Contract.
- 4.2. The Purchaser shall have the right by notice in writing to vary the Goods and the Supplier shall carry out such variations after informing the Purchaser of any price or time variations determined at Contract rates. .

5. Insurance

- 5.1. Unless provided otherwise in the Order, and subject to any greater terms offered by the Supplier, the Supplier shall, throughout the term of the Contract and for a minimum period of 2 years after the end of the Contract, maintain in place insurance arrangements covering its assets, risks and liabilities that are, in the reasonable opinion of the Purchaser:
- 5.1.1. appropriate in their amount of cover, scope and conditions to the nature and scale of the Supplier's activities and the commitments it has undertaken; and
 - 5.1.2. in the protection they offer the insured, comparable to, or more beneficial than, the insurance arrangements maintained by competitors offering similar services to customers of a comparable nature and size, and shall provide from time to time provide such evidence of those insurance arrangements as the Purchaser shall reasonably require.

6. Delivery and Title

- 6.1. The delivery of the Goods shall commence and be carried out and completed by the Delivery Date in accordance with the requirements stated in the Order. Where such requirements are not stated, it shall be in accordance with any programme provided by the Purchaser, or in the absence of such a programme, in accordance with the reasonable directions of the Purchaser. Time is of the essence in relation to the date of supply of the Goods.
- 6.2. The Goods shall be supplied to the Delivery Address with an appropriate Delivery Record and all test, calibration and quality certificates and records applicable to the Goods and which are of a type normally to be expected to be obtained by a supplier in relation to such Goods or which are reasonably necessary for the Purchaser to verify that the Goods comply with the Contract.
- 6.3. The Purchaser shall at all reasonable times have access to the premises of the Supplier and those of its subcontractors for the purpose of inspecting and testing the Goods during or after manufacture, repairs or servicing, and the Purchaser shall have the right to reject or require the making good of anything that does not conform with the Contract or any law. Any approval, checking, inspection or acceptance given on behalf of the Purchaser shall not relieve the Supplier of its obligations under the Contract.
- 6.4. The acceptance of the Goods, or receipt or signing of any Delivery Record, by or on behalf of the Purchaser, shall only be evidence of receipt of the Goods and shall not vary the terms of the Contract in any way, or indicate the Goods are in accordance with the Contract.
- 6.5. Without prejudice to any other rights which the Purchaser may have (including any right of rejection), title and risk in the Goods shall pass to the Purchaser on delivery of the Goods (including off-loading) to the Delivery Address in accordance with the Order, except that if the Goods are paid for before delivery, title shall pass to the Purchaser once payment has been made.

- 6.6. The Supplier acknowledges that any failure to deliver the Goods by the Delivery Date or to the Delivery Address may make the Purchaser liable for damages under the Main Contract or under contracts with Third Parties and or may cause the Purchaser to suffer Loss and the Supplier agrees that such Losses are within the contemplation of the Supplier as being the probable result of such failure and will be recoverable by the Purchaser from the Supplier.
- 6.7. The Purchaser shall, on reasonable notice to the Supplier, be entitled to suspend or postpone delivery of the Goods for any reason, or to make a change to the Delivery Address. In the event of any such suspension or postponement the Purchaser shall have no liability whatsoever to the Supplier who shall at no additional cost to the Purchaser protect, store and insure the Goods against any deterioration, loss or damage. The Supplier shall not resume delivery of the Goods until written instruction from the Purchaser to do so.
- 6.8. The Supplier is deemed to accept the Purchaser's Health and Safety Policy applicable to the Delivery Address and which policy is available for inspection on request.
- 6.9. The Purchaser will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention in transit, non-delivery or other matters affecting transit unless the Purchaser has been advised of despatch of the Goods in accordance with the Purchaser's instructions. The Purchaser shall inform the Supplier of any loss, partial loss or damage, defects or non-delivery of any separate part or whole of the Goods within a reasonable time. The Supplier shall provide adequate protection to Goods in transit or storage from deterioration. All Goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.
- 6.10. In performing its obligations (including the provision of the Goods) under these Conditions, the Supplier shall notify the Purchaser as soon as it is aware of any potential or actual delays to the performance of any of the Supplier's obligations.
- 6.11. The Purchaser will not be in breach of these Conditions, nor will it be liable to the Supplier, for failure to perform its obligations under these Conditions if, and to the extent that, such failure directly or indirectly results from the Supplier failing to perform any of its obligations under these Conditions or is caused by any negligent, tortious or unlawful act or omission of the Supplier, its agents or subcontractors.
- 6.12. The Purchaser reserves the right to reject incomplete deliveries at the Supplier's expense.

7. GDPR

- 7.1. The Supplier shall ensure that any system on which the Supplier holds the Purchaser's data, is secure and ensures complete data integrity in accordance with Good Industry Practice.
- 7.2. The terms "Personal Data" and "Processor" (including "Processing") in this Clause 7 shall have the meanings set out in the GDPR.
- 7.3. Save as required by any applicable law, upon termination or expiry of the Contract, the Supplier shall cease Processing all of the Purchaser's Personal Data and, unless directed in writing by the Purchaser to return the Purchaser's Personal Data, the Supplier shall permanently and securely destroy all of the Purchaser's Personal Data and all copies in its possession or control.
- 7.4. The Supplier shall only disclose the Purchaser's Personal Data to personnel or sub-processors, vetted by the Supplier for reliability and integrity and required to access such of the Purchaser's Personal Data to assist the Supplier in meeting its obligations under the Contract and whom the Supplier has ensured that it has contractually binding confidentiality undertakings with and, in the case of sub-processors, a contract with obligations equivalent to those imposed on the Supplier in this Clause 7.
- 7.5. Within thirty (30) calendar days of a request, the Supplier will allow the Purchaser, its representatives and auditors to audit the Supplier's data processing facilities, procedures and records to ascertain compliance with this Clause 7 and shall provide reasonable information, assistance and co-operation to the Purchaser in relation to such audit.
- 7.6. The Supplier shall indemnify the Purchaser and shall keep the Purchaser indemnified from and against all Losses arising out of or in connection with any breach by the Supplier of its obligations under this Clause 7.

8. Representations and Warranties

- 8.1. Each Party warrants and represents that, as at the date of the Contract:
 - 8.1.1. it has full capacity and authority to enter into and perform the Contract;
 - 8.1.2. there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under the Contract; and
 - 8.1.3. once duly executed, the Contract (including these Conditions) will constitute its legal, valid and binding obligations.
- 8.2. The Supplier warrants, undertakes and represents on an ongoing basis that:

- 8.2.1. in carrying out its responsibilities under the Contract, it has at all times complied with all applicable local and international laws including the Modern Slavery Act 2015;
 - 8.2.2. its obligations under the Contract and these Conditions will be performed promptly and diligently and with due skill and care, and in accordance with Good Industry Practice;
 - 8.2.3. the Goods will be:
 - 8.2.3.1. of satisfactory quality consistent with and matching their description;
 - 8.2.3.2. fit for any intended uses expressly or impliedly made known to the Supplier;
 - 8.2.3.3. free from all defects in materials, workmanship and installation and are not subject to any liens or any other encumbrances;
 - 8.2.3.4. in conformity with all applicable laws and regulations unless and to the extent specifically identified in the Order;
 - 8.2.4. it will not, by any act or omission, breach any licence granted by the Purchaser to the Supplier in respect of Intellectual Property Rights or cause the Purchaser to be in breach of any such licence or other agreement with any Third Party;
 - 8.2.5. the performance of its obligations under the Contract will not infringe any Intellectual Property Rights of any Third Party; and
 - 8.2.6. all information provided by or at the direction of the Supplier to the Purchaser is true, accurate and complete.
- 8.3. Notwithstanding any other provision of the Contract, if the Purchaser becomes aware of what it determines in good faith to be a breach of the above representations and warranties, the Purchaser is entitled to terminate the Contract, and any other agreement between the Parties, with immediate effect. In the event of such termination, the Purchaser shall have no liability to the Supplier under the Contract for any fees, reimbursements or other compensation or for any other Loss, loss of profit, cost, claim or damage resulting, directly or indirectly, from such termination.

9. Indemnities

- 9.1. The Supplier indemnifies the Purchaser against all claims which are made against the Purchaser or its Affiliates as a result of or in connection with:
- 9.1.1. Loss to persons or property caused by the negligence, breach of contract (including the warranties contained in Clause 8), or breach of statutory duty or other duty by the Supplier;
 - 9.1.2. Loss suffered by the Purchaser (including any claims brought by any Third Parties) as a result of the Goods not satisfying the requirements of Clause 8.2.3 or any other non-conformance with the requirements of the Contract;
 - 9.1.3. Loss suffered if the use of the Goods infringes the Intellectual Property Rights of a Third Party or as a result of any infringement by the Supplier of any Intellectual Property Rights of a Third Party;
 - 9.1.4. defective workmanship, quality or materials in or in relation to the Goods;
 - 9.1.5. Loss, damage or injury to the extent caused by, relating to or arising from the Goods or as a consequence of a direct or indirect breach, negligent performance or failure or delay in performance of the Contract by the Supplier,

and such indemnities will include all losses of any nature incurred by the Purchaser directly or indirectly to the extent arising as a consequence of or in connection with such claim. The indemnities in this clause shall remain in full force and effect notwithstanding the termination or expiry of the Contract.

10. Remedies

- 10.1. In addition to the rights of the Purchaser under any warranty or guarantee given by the Supplier in respect of the Goods, if the Purchaser notifies the Supplier of any defect (which defects shall include inadequate or faulty materials or workmanship, or any other breach of the Supplier's warranties, express or implied and any erroneous instructions given by the Supplier as to the use of the Goods), which under proper use arises from negligent design (other than a design made, furnished or specified by the Purchaser and for which the Supplier has disclaimed responsibility in writing within a reasonable period of receiving it) or from defective materials or workmanship, the Supplier shall at his expense make good those defects either by repair or (at his option) by the supply of replacements.
- 10.2. The provisions of Clause 10.1 apply to any Goods repaired or replaced under that Clause for a period of 12 months after the date of such repair or replacement.

11. Termination and Rejection

- 11.1. The Purchaser may, without prejudice to its other rights and remedies at law or under the Contract, cancel an Order, and terminate the Contract, for convenience on 7 days' written notice at any time prior to the delivery of

the Goods and the Supplier shall have no claim against the Purchaser in respect of any Loss arising from such cancellation or termination.

- 11.2. The Purchaser may reject the Goods (or any part of them) and/or, in the Purchaser's sole discretion, terminate the Contract if:
 - 11.2.1. the Goods are not delivered by the Delivery Date or to the Delivery Address; and/or
 - 11.2.2. the Supplier becomes Insolvent; and/or
 - 11.2.3. the Goods, irrespective of whether the Purchaser has accepted them:
 - 11.2.3.1. fail to comply with Clause 8.2.3;
 - 11.2.3.2. do not otherwise conform with the requirements of the Contract; or
 - 11.2.3.3. have not been replaced by the Supplier within such time as the Purchaser has, at its discretion, reasonably specified for the Goods to be replaced with Goods which are satisfactory and compliant with the requirements of the Contract;
 - 11.2.4. the Supplier, its subcontractors, agents or employees has breached the Purchaser's Policies;
 - 11.2.5. the Supplier has breached a term of the Contract and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy the breach within 14 days of receiving written notice from the Purchaser requiring it to do so; and/or
 - 11.2.6. where the Supplier has repudiated the Contract.
- 11.3. The Supplier may terminate this Contract by giving written notice to the Purchaser if the Purchaser commits a material breach of any term of this Contract and the Purchaser fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- 11.4. For the purpose of Clause 11.3, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Supplier would otherwise derive from a substantial portion of this Contract over the term of this Contract.
- 11.5. Notwithstanding the above, a failure by the Purchaser to pay or procure the payment of any charges that are disputed will not constitute a material breach.
- 11.6. The Supplier indemnifies the Purchaser against all claims which are made against, and/or incurred by, the Purchaser (including costs incidental to such claims) in respect of Losses suffered by the Purchaser (including any claims brought by a Third Party) as a result of the termination of the Contract and/or rejection of the Goods under Clauses 11.1 or 11.2 and which Losses shall include the costs of procuring any replacement goods and the recovery of any Contract Price already paid to the Supplier for the Goods.
- 11.7. These Conditions, and any written variation agreed between the Parties, are essential terms of the Contract which the Supplier must strictly comply with. If the Supplier breaches any Condition, the Purchaser reserves the right to immediately terminate the Contract in whole or in part without any liability whatsoever arising out of such termination.

12. Limitation of Liability

- 12.1. The total aggregate liability of the Purchaser and its Affiliates under or in connection with this Contract for all claims and Losses whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise shall not exceed the Contract Price.
- 12.2. The Purchaser shall not be liable to the Supplier under the Contract, in contract, tort (including negligence), for breach of statutory duty or otherwise in respect of any loss of profits, loss of revenue, loss of goodwill, loss of opportunity, or loss of business or any special, indirect or consequential loss of any type howsoever arising.
- 12.3. Nothing in this Clause 12 shall exclude or limit any liability for fraud, death or personal injury of any person.

13. Law and Disputes

- 13.1. The Contract shall be subject to English law and, subject to Clause 13.2 below, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with the Contract and the Goods.
- 13.2. The Parties agree that any dispute or difference arising between the Parties under the Contract or in relation to the Goods may at any time be referred to and be determined by adjudication in accordance with the Technology & Construction Solicitors Association Adjudication Rules version 3.2.2 (2018) which shall be deemed to apply to the Contract.

14. Confidentiality

- 14.1. All Confidential Information given by one party (the "**Disclosing Party**") to the other party (the "**Recipient**") or otherwise obtained, developed or created by the Recipient relating to the Disclosing Party will be treated by the Recipient, as confidential and will not, other than as necessary for the performance of the Contract, be used or disclosed without the prior written consent of the Disclosing Party.

- 14.2. The contents of this Contract shall be treated by the parties as Confidential Information.
- 14.3. The provisions of this Clause 14 and the Supplier's rights to protect its Confidential Information will not limit or restrict the Purchaser's right to use and permit the use of any information contained in any operational or procedural documentation relating to the Goods both before and after termination of the Contract.
- 14.4. Neither party shall:
- 14.4.1. make public private announcements or promotional communications about this Contract or the relationship between the Parties; nor
 - 14.4.2. use business names, logos or trademarks without first obtaining written consent of the other party.

15. No partnership

Nothing in the Contract and no action taken by the Parties under it will be deemed to constitute a partnership, joint venture or other co-operative entity between the Parties, nor constitute either Party the agent of the other Party for any purpose.

16. Severability

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and in force.

17. Survivorship

Clauses 1.3, 1.5, 1.6, 2, 5, 6.3, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 18 survive termination or expiry of the Contract.

18. Definitions and Interpretation

- 18.1. The headings in these Conditions are for convenience only and shall not affect interpretation.
- 18.2. No forbearance or delay by either Party in enforcing its rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 18.3. Other than the rights and benefits conferred by this Contract on the Purchaser's Affiliates, the Parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any Third Party.
- 18.4. Any reference to any statute, or other legislation, is to such legislation as amended and in force from time to time which re-enacts or consolidates the legislation, with or without modification.
- 18.5. In the event of any conflict of any conflict between the Conditions and the Order, the Conditions shall prevail.
- 18.6. In these Conditions the following terms shall have the following meanings:

"Affiliate" means, in relation to the Purchaser, any entity which from time to time directly or indirectly controls, is controlled by or is under common control with the Purchaser, where "control" means having the ability (without limitation by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of any such entity.

"Conditions" means these conditions and **"Condition"** means any condition set out in this document.

"Confidential Information" means all communications between the Parties in connection with the Contract and any and all financial, technical, operational, administrative, business, corporate, commercial and other information exchanged between the Parties in connection with the Contract, whether orally, visually or in writing (including by electronic transfer or any other media).

"Contract" means the contract between the Parties for the supply of the Goods incorporating the Order and these Conditions.

"Contract Price" means the amount payable (excluding VAT) by the Purchaser to the Supplier pursuant to the Contract in consideration of the supply of the Goods.

"Delivery Address" means the address for delivery or collection of the Goods as stated on the Order and/or as otherwise notified in writing by the Purchaser to the Supplier prior to delivery of the Goods.

"Delivery Date" means the date and/or time specified on the Order for delivery of the Goods to the Purchaser and/or as otherwise notified in writing by the Purchaser.

"Delivery Record" means any record, ticket, note or other proof of delivery/collection in relation to the Goods supplied by the Supplier.

"GDPR" means to the extent remaining part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons

with regard to the processing of personal data (General Data Protection Regulation) OJ L 119/1, 4.5.2016, and any United Kingdom law, statutes, legislation or regulations passed from time to time to give effect to such regulations and/or to replace and repeal the Data Protection Act 2018.

“Goods” means the materials, goods, plant and equipment (including hire plant) which the Contract provides are to be supplied by the Supplier and which, where the context permits, includes all materials supplied and work done by or on behalf of the Supplier in the performance of the Contract.

“Good Industry Practice” means, in relation to any undertaking and any circumstances, the exercise of the degree of skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

“Health and Safety Policy” means the Purchaser's health and safety policy.

“Insolvent” means (i) the Supplier being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (ii) where the Supplier becomes the subject of an administration or a receivership in relation to all or part of the Supplier's business; (iii) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors and/or (iv) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.

“Intellectual Property Rights” means patents, trade marks, services marks, copyrights, topography rights, database rights, design rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

“Loss” and **“Losses”** means any loss, liability, cost (including legal costs), expense, injury, damage or charge of any kind, and includes all direct and consequential losses.

“Main Contract” means the contract(s) between the Purchaser and its client(s) and in connection with which the Goods are being supplied.

“Order” means the particulars of the Goods to be supplied and/or Contract Price and/or other particulars as set out or referred to overleaf or accompanying these Conditions, and referred to by way of an Order number.

“Parties” means the Purchaser and the Supplier and **“Party”** means either of them.

“Purchaser” means the VolkerWessels Group company stated on the Order.

“Purchaser's Policies” means the policies, procedures, standards and regulations in place from time to time within the Purchaser and at each of the Purchaser's premises including in relation to security, health and safety, information technology and conduct.

“Reverse Charge” means any case where the recipient of a supply for VAT purposes, or a member of a VAT group of which the recipient of the supply is a member, is required to account to the relevant tax authority for the VAT chargeable in respect of the supply.

“Supplier” means the person, firm or company to whom the Order is issued and includes the Supplier's servants and agents.

“Third Party” means any person, firm or company other than the Purchaser and the Supplier and **“Third Parties”** shall construed accordingly.