

Bristol Airport Terms and Conditions of Purchase

1 DEFINITIONS

In the Contract, the following expressions shall have the following meanings:

- 1.1 **"We", "us", "our" and "Purchaser"** means:
- a) Bristol Airport Limited whose registered office is Lulsgate House, Bristol Airport, Bristol, United Kingdom, BS48 3DW (no. 02078692); or
 - b) Bristol Airport Developments Limited whose registered office is Lulsgate House, Bristol Airport, Bristol, United Kingdom, BS48 3DW (no. 05175337),
as set out in the Contract Details or Purchase Order.
- 1.2 **"You", "your" and "Supplier"** means a person or other legal entity which supplies the Goods and/or Services as specified in the Contract.
- 1.3 **"Applicable Law"** means all laws, statutes, regulations, orders, rules, guidance, directions, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and relevant to this Contract.
- 1.4 **"Contract"** means these Terms and the Contract Details or Purchase Order as applicable.
- 1.5 **"Contract Details"** means the contract details signed between the parties which incorporate these Terms (including any schedules referred to in such contract details).
- 1.6 **"Goods"** means any goods which you supply to us under the Contract.
- 1.7 **"Packaging"** means any type of packaging including bags, cases, drums, pallets and other containers.
- 1.8 **"Price"** has the meaning in Clause 9.
- 1.9 **"Purchase Order"** means an order for the supply of Goods and/or Services signed between the parties referring to these Terms.
- 1.10 **"Purchaser Affiliate"** means in relation to the Purchaser, the Purchaser, and any parent company (as defined in section 1173 Companies Act 2006) and any holding company and any subsidiary (such terms as defined in section 1159 Companies Act 2006) and any subsidiary undertaking (as defined in section 1162 Companies Act 2006) or trading division of that party, each from time to time.
- 1.11 **"Services"** means any works or services which you supply to us under the Contract.
- 1.12 **"Terms"** means these terms and conditions of purchase.

2 THE CONTRACT

- 2.1 You agree to sell and supply, and we agree to purchase, the Goods and/or Services (as the case may be) as specified in the Contract Details or Purchase Order as applicable.
- 2.2 The Contract will not include any of your conditions of sale or supply of services notwithstanding reference to them in any document. Should the Contract be held to include your terms and conditions then in the event of any conflict the Contract will prevail over your terms and conditions.
- 2.3 Without prejudice to clause 2.4, this Contract and the Goods and/or Services are for the benefit of Purchaser and the Purchaser Affiliates. Accordingly, unless the context otherwise dictates, references to:
- a) the Goods and/or Services being supplied to, or other activities being provided for, the Purchaser;

- b) any benefits, warranties, indemnities and rights granted or provided to the Purchaser;
- c) any licence being granted to the Purchaser; and
- d) the business, operations, customers, assets, intellectual property rights, agreements or other property of the Purchaser,

shall be construed as if references to the Purchaser were to each of the Purchaser and the Purchaser Affiliates.

- 2.4 Obligations of the Purchaser shall not be interpreted as obligations of any Purchaser Affiliate.

3 ORDERING AND DELIVERY

- 3.1 Ordering and delivery of Goods shall be effected in accordance with the procedures specified by us, after consultation with you. The time(s) and place(s) for delivery of the Goods and/or provision of the Services shall be specified in the Contract and time shall be of the essence.
- 3.2 You will rectify or replace at your cost any Goods damaged or lost in transit.
- 3.3 You will supply all appropriate instructions and maintenance manuals with the Goods and/or Services.
- 3.4 If you or your carrier deliver any Goods to us, or supply any Services, but at the wrong time or to the wrong place then we may deduct from the Price any resulting additional costs to us including (without limitation) costs of storage or transport.
- 3.5 If the Goods and/or Services or any part of them are not delivered to us at the place specified by us by the time(s) specified then we may cancel any undelivered balance of the Goods and/or Services. We may also return for full credit, and at your cost, any other Goods that we believe can no longer be used as originally contemplated by us owing to this cancellation. In the case of Services, we may have the work performed by alternative means and any additional costs reasonably so incurred will be at your expense. This will not affect any other right or remedy we may have.

4 PACKAGING

- 4.1 Where applicable, you shall, at your own expense, package and label the Goods in accordance with our requirements and in a manner suitable for transportation to and storage at the place of delivery specified in the Contract.
- 4.2 Unless otherwise stated in the Contract, all Packaging will be non-returnable.

5 WARRANTIES

- 5.1 You warrant and undertake that:
- a) all Goods shall comply with Applicable Law, and with all normally applicable quality standards, relating to their sale or supply;
 - b) all Goods supplied pursuant to the Contract together with their packaging will comply in all respects with their specifications as notified by you or agreed in writing between the parties from time to time;
 - c) any Goods and/or Services will be free from defects in materials and workmanship and in the event of a defect, you will promptly replace the Goods or make good (at no cost to us) any defect in the Goods and/or Services that we discover at any time. Such defects may arise from your faulty design, your erroneous instructions as to use, inadequate or faulty materials, poor workmanship or any other breach of your obligations whether under the Contract or Applicable Law;

- d) you will ensure that compatible spares are available to facilitate repairs (where applicable) at a reasonable price for a period of at least 10 years from the date of delivery of the Goods;
- e) you shall pass to us the benefit of any additional warranties or guarantees secured from your suppliers in respect of the Goods;
- f) the sale or use of the Goods and/or Services by us will not constitute an infringement of patent, design right, trademark or other intellectual property right of any third party; and
- g) the Services will be provided in good time with all reasonable care, skill and diligence in accordance with any specifications, standards and timetables notified by you or agreed in writing between the parties from time to time, all Applicable Laws, safety standards and codes of practice and by properly qualified, experienced and competent persons acceptable to us.

6 TITLE AND RISK

- 6.1 You will bear all risks of loss or damage to the Goods until they have been delivered to us at the location specified and you will insure them accordingly.
- 6.2 Ownership of the Goods will pass to us:
 - a) When the Goods have been delivered to us; or, if earlier, when they have been paid for in full.
 - b) In the case of plant or equipment to be installed at our premises, risk passes on satisfactory commissioning.
 - c) If we make any advance or stage payment, at the time such payment is made, you shall mark the Goods as our property.
- 6.3 The effect of this clause 6 is without prejudice to any rights of rejection, termination or cancellation we may have.

7 ACCEPTANCE

- 7.1 Whether or not a delivery note or other document purporting to evidence delivery of Goods or performance of Services has been signed, acceptance of Goods and confirmation of due performance of Services are subject to subsequent inspection and testing by or on behalf of us.
- 7.2 Any term on a delivery note or other document where the signature constitutes acceptance of Goods or confirmation of due performance of Services or that the Goods have been inspected or tested, will be void. In any case, where Goods (whether or not inspected or tested) do not comply with the Contract we may without prejudice to any other right or remedy, reject them in whole or in part.
- 7.3 We may reject the Goods at the time of the delivery, or later following inspection. When rejecting Goods, we shall give reasonable notice of rejection to you specifying the reason for the rejection.
- 7.4 If for any reason, including Force Majeure, you fail to deliver Goods and/or to perform any Services in accordance with the Contract, we may (without prejudice to any other right or remedy), cancel the Contract and purchase replacement goods and or services from another source.
- 7.5 In the event of such cancellation you will promptly repay to us, any sum paid under the Contract without any retention or set off whatsoever.
- 7.6 You must collect all rejected Goods within a reasonable time of rejection, or we will return them to you at your risk and expense or charge you for their storage.

8 QUALITY AND CHANGES IN LAW

- 8.1 You shall ensure that the Goods and/or Services:
 - a) conform in every respect with the provisions of the Contract;

- b) be capable of all standards specified by you;
- c) be fit for any purpose made known to you (even if by implication and we rely on your skill and judgement);
- d) be new (unless otherwise specified in the Contract and be of sound materials and skilled and careful workmanship);
- e) correspond to their description or any samples, patterns, drawings, plans and specifications you may have supplied or referred to in the Contract;
- f) be of satisfactory quality;
- g) comply with any prevailing legislation affecting the UK;
- h) be supplied with all due diligence, skill and care to be expected of persons fully qualified and experienced in their provision; and
- i) be supplied in accordance with the manufacturer's instructions.

- 8.2 You shall monitor, and shall keep us informed in writing of, any change in Applicable Law which may render our use and/or possession of any Goods in breach of any Applicable Law (a "Change in Law").
- 8.3 If a Change in Law results in us having to amend and/or replace Goods, you shall:
 - a) provide us with an estimate of any charges that may be required to amend and/or replace such Goods; and
 - b) investigate and inform us of alternative solutions so that any amendment or replacement can be implemented either at no cost or at minimal costs to us.
- 8.4 Unless otherwise agreed with us in writing, the obligations in clause 8.2 and 8.3 shall survive beyond the delivery of any Goods related to a Change in Law or any termination of this Contract.

9 PRICE AND PAYMENT

- 9.1 You shall agree to sell and supply us the Goods and/or Services for the Price stated in the Contract.
- 9.2 Unless otherwise provided in the Contract, the Price shall include all storage, packaging, packing, carriage, shipping, insurance, delivery, installation and commissioning in connection with the supplying, delivery and handling of the Goods and/or Services and any duties or levies, other than VAT.
- 9.3 Unless we expressly state otherwise in the Contract, payment shall be due thirty (30) days from the end of the month in which we receive your invoice. Subject to us receiving a correctly rendered invoice, stating the correct purchase order number and following the satisfactory delivery of the Goods or performance of the Services (and if relevant the installation and/or commissioning of any plant and equipment).
- 9.4 Invoices must be sent electronically to purchaseledger@bristolairport.com and it must quote the full purchase order number. Where applicable, VAT will be shown separately on all invoices as strictly nett extra charge. All invoices must be in pounds sterling unless otherwise agreed in writing.
- 9.5 We will not be held responsible for delays in payment caused by your failure to comply with our invoicing instructions.
- 9.6 If we fail to pay you in line with clause 9.3 we will, upon your written request for payment, pay interest to you on such amount at a rate of 2% per annum above the Bank of England base rate, calculated on a daily basis, from the receipt of your written request of the actual payment. This clause will not apply to any invoice, which we are disputing.
- 9.7 Whenever under the Contract any sums of money will be recoverable from or payable by you, they may be deducted from any sums then due, or which at any later time may become due, to you under the Contract or under any other contract you may have with us. Where such deductions put you into a debt position and

we are therefore unable to deduct the balance from a payment due, Bristol Airport will issue a debit note and shall require settlement of the debit note by you within 14 days of date of issue.

provides to us a guarantee of performance of the Contract in such form and amount as we may require; or

10 INSURANCE

- 10.1 You will have in force and maintain during the period of the Contract public and product liability insurance in respect of the Goods and/or Services (and in respect of the Services professional indemnity insurance), with a reputable insurance company and for a minimum sum of ten million pounds (or its euro equivalent) per occurrence under policies.
- 10.2 You will supply to us a copy of all relevant insurance policies and evidence that the policies are in force, and the premiums have been paid, when we require it.
- 10.3 You shall:
- a) not by its acts or omissions cause any insurance cover or policy to become void or voidable; and
 - b) immediately notify us in writing of any cancellation notice received from any insurer or of any material change in cover type or amount.
- 10.4 If you fail to comply with the above insurance obligations, we may take out such insurance and you will forthwith reimburse such costs to us.

11 INDEMNITY

- 11.1 You will indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us as a result of or in connection with:
- a) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of you, your employees, agents or subcontractors;
 - b) any claim made against us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of you, your employees, agents or subcontractors;
 - c) and any claim made against us by a third party arising out of or in connection with the supply of the Goods and/or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by you, your employees, agents or subcontractors.

12 TERMINATION

- 12.1 We may immediately terminate this Contract without liability, by giving notice in writing to you if you:
- a) commit a material breach of any of your obligations under this Contract that is incapable of remedy;
 - b) fail to remedy, where it is capable of remedy, or persist in any breach of any of your obligations under this Contract for 30 days after having been required in writing to remedy or desist from such breach;
 - c) are a company and:
 - (i) you pass an effective resolution for winding up (otherwise than for the purpose of an amalgamation or reconstruction where the resulting entity assumes all of your obligations under the Contract); or
 - (ii) a court makes a binding order to that effect unless within 28 days of his appointment the liquidator

- d) are a partnership and you will be dissolved, or (being an individual) will commit any act of bankruptcy or will die, if you (whether a company or not) will cease to carry on its business or substantially the whole of its business, or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed of any of your assets or any similar step is taken in connection with your insolvency bankruptcy or dissolution.

12.2 If the Contract is so ended then;

- a) it will be in respect of the Goods undelivered or the Services not performed as at the effective date of ending and, if we so require, in respect of Goods and/or Services already delivered or performed, or any of them; and
- b) we will (without prejudice to any other claim for damages we may have) be entitled to recover from you:
 - (i) any additional expenditure which may be incurred by us in obtaining replacement Goods and/or Services; and
 - (ii) if the Contract is ended in respect of Goods already delivered, and at our option, all sums paid for such Goods, in which case they will be returned to you at your risk and cost.

12.3 Without prejudice to any other rights or remedies we may have under the Contract or at law we will be entitled to end the Contract, for any other reason whatsoever, by written notice and to refuse to accept any further Services and/or Goods not delivered and accepted at the date of such notice provided that:

- a) we will pay to you the Price of Goods and/or Services delivered and accepted by us and not already paid for;
- b) you will, if we require, complete all Goods partially manufactured and Services partially performed at the date of any notice and we will pay the Price (or for part performance a fair and reasonable proportion thereof) of all such Goods and/or Services as are accepted by us;
- c) you will be entitled to require us to take and pay for any raw materials reasonably purchased by you specifically for the purpose and irrevocably allocated by you to the Contract, but not otherwise, provided that:
 - (i) such material will be on delivery and examination in every way perfect and fit for use in the performance of the Contract;
 - (ii) such material cannot be used for any other goods to be supplied in substitution for the cancelled Goods or for any other Goods which you are currently producing for us; and
 - (iii) we will pay for such raw material the current market price for the same at the date of delivery to us or the price contracted to be paid by you if the lesser; and
- d) we will pay to you such sum (not exceeding the Contract price) as may be reasonable in respect of any Services carried out before it ended.

12.4 The ending of the Contract under clause 12.1 or 12.3 for any reason will;

- a) subject to the other provisions of this Clause 12 discharge the parties from any liability for further performance of the Contract;
- b) be without prejudice to any rights or liabilities which have accrued prior to the date it ended; and
- c) not affect the coming into force or the continuation in force of any provision of the Contract, which is expressly or by implication intended to come into or continue in force on, or after it ended.

12.5 Upon the ending of the Contract, you will return to us all documents and material (and copies thereof) containing our confidential information and certify in writing to us that you have complied with this requirement.

12.6 Nothing in this clause 12 excludes or restricts any right which we would otherwise have under the law to rescind or end the Contract whether on grounds of misrepresentation, breach, frustration or otherwise.

13 DATA SECURITY AND CONFIDENTIALITY

13.1 Any information derived from our premises, documents or otherwise communicated to you, in connection with the Contract will be kept secret and confidential and will not, without prior written consent by us, be disclosed to any third party, Neither will it be made use of by you except for the purpose of implementing the Contract.

13.2 Any written material, specifications, designs, drawings, models and moulds created or devised by us (together "**Materials**") shall at all times remain our property and shall not be copied or used otherwise than for the purpose of performing the Contract.

13.3 You shall on request return any materials (in whatever form provided to or kept by you).

13.4 You shall comply with the General Data Protection Regulation (EU) 2016/679 (as amended).

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All plans, drawings and designs supplied by us or at our request to you for the purpose of the Contract and all intellectual property rights therein will remain our property and will be treated by you as confidential. All plans, drawings and designs prepared or obtained by you from us or our agents for the purposes of the Contract and all intellectual property rights therein will be used by you only for the purposes of the Contract and will be delivered up to us upon completion of the Contract.

14.2 You warrant that neither the Goods and/or Services, nor our use of them, will infringe any patent registered design trade mark copyright or other protected right and undertake to indemnify us against all actions, costs, claims, demands, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any such right.

14.3 You will grant to us perpetual, royalty free, world-wide, irrevocable licence to use, and sub-licence others to use, all intellectual property rights owned and used by or developed by you, your employees and agents in manufacture and supply of the Goods and/or Services or other performance of the Contract for the purpose of operating, using, modifying, maintaining or repairing the Goods and/or Services or connecting, integrating or incorporating them into other goods and equipment and we will be entitled to assign such a licence to others.

15 SAFETY

15.1 If the Contract involves any works or services which you perform at our premises then you will ensure that you will (at your cost):

- a) adhere in every respect to the obligations imposed on you by current health and safety legislation;
- b) be an accredited member of Safe Contractor (unless otherwise agreed with us in writing); and
- c) comply with our site rules.

16 ASSIGNMENT AND SUBCONTRACTING

16.1 You may not, without our prior written consent assign, subcontract, delegate or transfer any right or obligation under this Contract and we will not refuse such consent unreasonably. The restriction contained in this Clause will not apply to sub-contractors for material for minor details or for any part of which the manufacturers are named in the Contract. You will be responsible for all work done and Goods and/or Services supplied by all sub-contractors.

17 FORCE MAJEURE

17.1 For the purposes of the Contract Force Majeure means any circumstances beyond the reasonable control of a party and which it could not have foreseen (excluding breakdown of plant, industrial action taken solely by the employees of that party or any delay or failure by your sub-contractors or supplier unless that delay or failure is also beyond the reasonable control of the sub-contractor or supplier concerned).

17.2 A party becoming aware of any circumstance likely to cause a failure, delay or interruption in the performance of its obligations under the Contract shall promptly notify the other party.

18 NOTICE

18.1 Any notice or other communication given to a party under or in connection with this Contract shall be given in writing at its registered office (if it is a company) or principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause.

18.2 A notice or other communication shall be deemed to have been received: if delivered personally, or sent by pre-paid first class post or other next working day delivery service to the registered office, at 9.00 am on the second working day after posting; if delivered by commercial courier, the notice will have been deemed to have been received on the date and at the time that the courier's delivery receipt is signed.

19 WAIVER

19.1 A failure at any time to enforce any provision of the Contract will in no way affect the right at a later date to require complete performance of the Contract, nor will the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

20 ANTI-BRIBERY AND ANTI-CORRUPTION

20.1 You shall:

- a) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- c) have and shall maintain in place throughout the term of this Contract your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 20.1b), and will enforce them where appropriate;
- d) notify us (in writing) if you become aware of any breach of clause 20.1a), or have reason to believe that you or any person associated with you has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract;
- e) immediately notify us (in writing) if a foreign public official becomes an officer or employee of you or acquires a direct or indirect interest in you and you warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract); and
- f) if required by us, within 1 month of the date of this Contract, and annually thereafter, certify to us in writing, compliance with this clause 20 by you and all persons associated with you under clause 20.2. You shall provide such supporting evidence of compliance as we may reasonably request.

20.2 You shall ensure that any person associated with you who is providing Goods or performing Services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to

those imposed on you in this clause 20 ("**Relevant Terms**"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.

20.3 Breach of this clause 20 shall be deemed a material breach under clause 12.1a).

20.4 For the purpose of this clause 20, 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 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 purposes of this clause 20 a person associated with you includes, but is not limited to, any of your subcontractors.

21 ANTI-SLAVERY

21.1 In performing your obligations under the Contract, you shall ensure that yourselves and any of your sub-contractors 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.

22 VARIATIONS

22.1 No addition, alteration or substitution of these conditions will bind us or form part of the Contract unless and until accepted in writing by us.

23 GENERAL

23.1 The Contract will be subject to law of England and Wales and the exclusive jurisdiction of the courts in England and Wales.