

Arcadis UK General Terms and Conditions for the Supply of Goods and Services (v11: November 2018)

1 Formation of Contract

1.1 These Terms will apply to all Purchase Orders issued by Arcadis (unless Arcadis and the Supplier agree otherwise in writing) and shall be deemed to be accepted by the Supplier on the earlier of:

- (a) the Supplier returning a written acceptance of a Purchase Order; or
- (b) the Supplier despatching Goods or performing Services following the issue of a Purchase Order by Arcadis.

1.2 The Purchase Order along with these Terms constitutes the whole agreement between the parties in relation to the Purchase Order. Neither party has relied on and shall have no right or remedy in relation to any statement or representation (whether made negligently or innocently) other than expressly set out in these Terms.

1.3 Any subsequent variation to the provisions of the Purchase Order or these Terms shall only be binding when agreed in writing and signed by the parties.

1.4 Where applicable, the Supplier shall provide the Goods or perform the Services and its obligations under a Purchase Order for the benefit of the Arcadis entity set out on that specific Purchase Order, as well as any other Arcadis Company where necessary, and where applicable any reference to Arcadis in these Terms is deemed also to be a reference to an Arcadis Company where it is logical to do so, and where the context so requires (where "**Arcadis Company**" means any entity controlling, controlled by or under common control with Arcadis) including any subsidiary undertaking or parent undertaking of Arcadis (and any subsidiary undertaking of any such parent undertaking) where "subsidiary undertaking" and "parent undertaking" have the definitions given to them in section 1162 of the Companies Act 2006).

2 Delivery and Services

2.1 Goods shall be delivered and/or the Services performed on the Delivery Date at the Delivery Site and in accordance with any instructions stated in the Purchase Order during Normal Business Hours (unless agreed otherwise).

2.2 Where Goods are being delivered under a Purchase Order, time will be of the essence.

2.3 If the Supplier fails to deliver any Goods to the Delivery Site (or Services on the Delivery Date), then where applicable in a Purchase Order the Supplier shall pay to Arcadis the Liquidated Damages set out in that Purchase Order (or otherwise agreed in writing) for each day between the Delivery Date and the actual date of delivery except where any failure or delay is attributable to Arcadis.

2.4 If Arcadis is unable to accept delivery of the Goods until after the Delivery Date, the Supplier will store the Goods safely until an alternative delivery date is agreed, in which case Arcadis shall pay the Supplier for reasonable expenses incurred until delivery of the Goods provided such expenses are fully substantiated.

3 Specifications, Quality Tests, Rejection

3.1 The Goods and/or the Services must conform to any specifications, samples and any other requirements stated in a Purchase Order. Goods must be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and design (where the Supplier is responsible for design).

3.2 Where Services comprise physical works, the Supplier shall carry out such works regularly and diligently and the works shall be free from all defects including defects in design (where the Supplier is responsible for design).

3.3 Where Services comprise professional advice the Supplier shall perform the Services with the skill, care and diligence reasonably to be expected of a professional person experienced in the provision of services comparable in size, scope and complexity to the Services.

3.4 Arcadis may reject all Goods and/or Services which do not conform to paragraphs 3.1 to 3.3, in which case Arcadis may request that:

(a) the defective Goods and/or Services are replaced or re-performed by the Supplier at their expense; or

(b) the Supplier provides a full refund of the Price.

3.5 If, by the nature of the Goods and/or the Services, any defects do not become apparent until after use (despite reasonable examination and/or tests), Arcadis may reject such defective Goods and/or Services (even after a reasonable period of use).

3.6 Signature of any delivery note, or other documentation, presented for signature in connection with delivery of the Goods, is evidence only of the number of packages received. It is not evidence that the correct quantity or number of Goods has been delivered or that the Goods delivered are in accordance with paragraph 3.1.

3.7 The Supplier shall indemnify Arcadis against any costs or damages including (but not limited to) legal fees arising out of:

(a) the acts or omissions of the Supplier, its employees or sub-contractors;

(b) any personal injury or property damage (other than as a result of any default or neglect of Arcadis); and

(c) Goods recall resulting from any defective Goods

4 Property and Risk

4.1 Without prejudice to any right of rejection arising under these Terms property and risk in the Goods shall pass to Arcadis, when they are delivered in accordance with paragraph 3.1.

5 Prices and Payment

5.1 The Price shall be that specified in the Purchase Order and shall be inclusive of all expenses and disbursements but exclusive of VAT.

5.2 Arcadis shall pay the Supplier within 60 (sixty) days of the date of receipt of the Supplier's invoice for Goods and/or Services that are provided in accordance with these Terms. If Arcadis fails to make any payment by the due date for payment, then Arcadis shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base lending rate from time to time, provided that this paragraph shall not apply to payments that Arcadis disputes in good faith

5.3 Both parties shall then use their best endeavours to agree the amount of any disputed item, but failing agreement the matter shall be dealt with in accordance with paragraph 13.

5.4 If any sum of money is recoverable from the Supplier to Arcadis under these Terms, such sum may be deducted by Arcadis from any sum due to the Supplier.

6 Intellectual Property Rights

6.1 The Intellectual Property Rights in all documents provided by the Supplier in connection with any Services shall belong to the Supplier. The Supplier will allow Arcadis to use such documents by granting to Arcadis an irrevocable, non-exclusive, royalty free licence to copy and use the documents for all purposes related to the Project.

6.2 The Supplier shall not be liable for any use of such documents for any purpose other than that for which they were prepared.

6.3 The Supplier warrants that neither the sale nor the use of the Goods nor the performance of the Services shall infringe any copyright or Intellectual Property Rights of any third party.

6.4 No Goods shall be provided by the Supplier in violation of any Intellectual Property Rights of any third parties.

6.5 The Supplier shall indemnify Arcadis from costs or damages resulting from any infringement of paragraph 6.3 and/or 6.4.

7 Insurance

7.1 The Supplier shall maintain the following levels of insurance cover as a minimum (unless otherwise agreed):

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- (a) professional indemnity insurance for an amount of at least £2,000,000 for any one occurrence or series of occurrences arising out of any one event;
- (b) product liability and public liability insurance for an amount of at least £10,000,000; and
- (c) employer's liability insurance for an amount of at least £5,000,000, or the minimum cover required by law (whichever is the greater amount)

to cover any liability that arises in connection with a Purchase Order, and shall, on Arcadis' request produce evidence of such cover.

8 Assignment and Subcontracting

- 8.1 The Supplier may not assign, sub-contract or transfer the whole or part of this Purchase Order to any other person without Arcadis written consent.

9 Cancellation and Termination

- 9.1 Arcadis shall be entitled to terminate a Purchase Order for convenience at any time by providing the Supplier with 5 (fifteen) days' notice in writing.

- 9.2 Arcadis or the Supplier shall be entitled to terminate a Purchase Order:

- (a) if the other party commits a material breach of these Terms; and fails to remedy such a breach within a period of 15 (fifteen) days after being notified to do so, if the breach is capable of remedy; or
- (b) immediately, without the need for notice if the other party commits a material breach of these Terms and such a breach is not capable of remedy.

- 9.3 Where Arcadis terminates a Purchase Order under paragraph 9.1, and in circumstances where:

- (a) the Purchase Order relates to the supply of Services, the Supplier shall cease to provide the Services as soon as reasonably possible (but in any event, no later than 5 (five) days from the date of notice provided in accordance with paragraph 9.1) in which case Arcadis shall pay the Supplier for Services actually performed up until the time when the Supplier ceased to provide the Services; or
- (b) the Purchase Order relates to the supply of Goods, then upon receiving a notice of termination in accordance with paragraph 9.1, then the Supplier shall (unless agreed otherwise in writing) immediately take all measures that are possible to stop the supply of Goods and all processes associated with them in which case Arcadis shall pay the Supplier for the Goods supplied.

10 Force Majeure

- 10.1 Neither party shall be liable to the other for any delay or failure to perform its obligations under a Purchase Order where such delay or failure is caused by an unforeseeable or unavoidable event or circumstance that is beyond the reasonable control of that party, provided that the Supplier shall use all reasonable endeavours to mitigate the effects of such circumstances.

11 Confidentiality

- 11.1 The Supplier shall not disclose any information provided by Arcadis in connection with a Purchase Order to any third party, except where necessary to its employees or suppliers to enable the Supplier to perform the Services and its obligations under these Terms and provided they are bound by the same obligations of confidentiality. The obligations of the Supplier under this paragraph 11.1 shall continue for 6 years after expiry or termination of a Purchase Order for whatever reason. The obligations of confidentiality in this paragraph 11.1 shall not apply to any information which is in the public domain

12 Data Protection and GDPR

- 12.1 Where applicable, and to the extent any personal data is processed in the performance of the Supplier's obligations in connection with a Purchase Order, Arcadis is the "data controller" and the Supplier shall be a "data processor" of such personal data.

- 12.2 The Supplier shall only process any personal data for the purposes required by a Purchase Order and shall comply at all times with all applicable laws and regulations while processing personal data, including the requirements of Regulation 2016/679/EU of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").

- 12.3 More specifically, the Supplier shall:

- (a) process the personal data only on Arcadis' written instructions including when it concerns a transfer of personal data to a country outside the EU, and not for any other purposes;
- (b) ensure that the Supplier's staff (and any sub-processor's staff where applicable) are authorised to process the personal data and where applicable, have signed a confidentiality agreement or are otherwise bound by an obligation of confidentiality with respect to the processing of personal data on Arcadis' behalf;
- (c) implement appropriate technical and organisational measures to protect the personal data against security risks such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure of (or access to) personal data and ensure such a level of security appropriate to the risk of processing personal data;
- (d) contribute to a data protection impact assessment at Arcadis' request;
- (e) not engage a sub-processor without Arcadis' prior specific written authorisation (to which Arcadis may attach specific conditions);
- (f) not disclose personal data to any other third party without Arcadis specific written authorisation;
- (g) promptly inform Arcadis in case of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data;
- (h) take appropriate technical and organisational measures to be able to respond to requests for exercising the data subject's rights (e.g. the rights of rectification, erasure, restriction of processing, data portability and objection), where the Supplier shall only respond to such requests on Arcadis written instruction;
- (i) upon Arcadis' election (to be confirmed in writing), delete or return all the personal data to Arcadis upon termination of the Agreement, or earlier upon Arcadis request;
- (j) make available to Arcadis, all information necessary to demonstrate compliance with the obligations laid down in this paragraph 12; and
- (k) allow for and contribute to audits into its processing of personal data, including inspections, conducted or mandated by Arcadis.

- 12.4 Without prejudice to the generality of this paragraph 12, the Supplier shall not transmit or transfer any data to any country outside the European Economic Area without Arcadis' prior written consent.

- 12.5 The Supplier shall indemnify Arcadis (and keep Arcadis indemnified) against all liabilities, costs, expenses, damages or losses properly incurred by Arcadis arising out of any breach of this paragraph 12 or for which Arcadis may become liable due to any failure by the Supplier or its employees to comply with any of its obligations under this paragraph 12.

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12.6 The Supplier acknowledges and agrees that its breach of these Terms may result in immediate and irreparable harm to Arcadis, for which damages may not be an adequate remedy. Without prejudice to any other rights and remedies it may have, Arcadis shall be entitled to seek equitable relief (including without limitation injunctive relief) in relation to any threatened or actual breach of any of the terms of these Terms.

13 Dispute Resolution

13.1 Both Arcadis and the Supplier shall each nominate a senior representative to act as their representative in relation to these Terms and the parties' representatives shall meet at regular intervals to discuss any issues arising.

13.2 Any disputed matter pursuant to these Terms will be dealt with as follows:

- (a) In the first instance the senior representatives of each party shall meet in order to resolve the disputed matter;
- (b) If the meeting referred to in paragraph 13.2(a) does not resolve the disputed matter and provided the Housing Grants Construction (and Regeneration Act 1996 applies to these Terms) then either party may issue notice to the other informing them of its intention to refer that dispute to adjudication, in which event, the Scheme for Construction Contracts (England and Wales) Regulations 1998 shall also apply save for the following amendments:
 - (i) The adjudicator nominating body shall be the Royal Institution of Chartered Surveyors; and
 - (ii) Any notice of adjudication to be served upon Arcadis shall be served on the Group Solicitor at Arcadis' registered office.

13.3 Any dispute not resolved in accordance with this paragraph 13 shall be referred to litigation in which case the provisions of paragraph 20 shall apply

14 Anti-Bribery

14.1 The Supplier shall:

- (a) not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010; and
- (b) have and maintain in place throughout the duration of the Supplier's engagement with Arcadis its own policies and procedures to ensure compliance with paragraph 14.1(a) and will enforce them where appropriate.

14.2 Any breach of paragraph 14.1 by the Supplier shall be deemed a material breach of these Terms not capable of remedy for the purposes of clause 9.2 (b).

15 General Business Principles

15.1 As part of the Arcadis group of companies, Arcadis carries out its business in accordance with the Arcadis General Business Principles ("AGBP") which can be found on the Arcadis website (<https://www.arcadis.com/en/united-kingdom/who-we-are/business-practices/arcadis-general-business-principles/>). Without prejudice to the provisions of paragraph 14, the Supplier commits to and carries out its business in accordance with principles which are consistent with the AGBP.

16 Modern Slavery

16.1 In performing its obligations under a Purchase Order or otherwise under these Terms, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking legislation including the Modern Slavery Act 2015; and
- (b) include in its contracts with its subcontractors and agencies, anti-slavery and human trafficking provisions that are at least as onerous as those set out in this paragraph 16.

16.2 The Supplier represents and warrants that, at the date of a Purchase Order (or when the Supplier first performed the Services or supplied the Goods as the case may be), that neither it, nor any of its officers, employees or other persons associated with it:

(a) has been convicted of any offence involving slavery and human trafficking; and

(b) to the best of its knowledge, has 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.

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

16.4 If the Supplier is in breach of this paragraph 16, it shall be considered a material breach of these Terms not capable of remedy for the purposes of clause 9.2 (b).

17 Code of Conduct

17.1 The Supplier commits to and carries out its business in accordance with principles which are consistent with the Arcadis Global Supplier Code of Conduct (the "**Code of Conduct**"), a copy of which is available on request.

17.2 From time to time (at least every two years and/or if undertaking further services after a suspension of services for 6 (six) months or more), the Supplier may be required to undergo an online test to confirm its understanding of the Code of Conduct. If the Supplier is in breach of this paragraph 17, (having been given 7 (seven) days' further notice of the requirement to comply) it will be considered a breach of these Terms capable of being remedied for the purposes of clause 9.2(a).

18 Severability

18.1 If any provision (or part-provision) of these Terms are (or become) invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms (or the contract created by them).

19 Third Party Rights

19.1 Any Arcadis Company may be a third party beneficiary under the contract created by these Terms and shall be entitled to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

19.2 Unless stated elsewhere in the contract created by these Terms, a person who is not a party to the contract created by these Terms shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

20 Governing Law and Jurisdiction

20.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

21 Definitions and Interpretation

21.1 The following words and expressions shall have the following meanings in these Terms (unless the context requires otherwise):

"**Delivery Date**" means the date stated in a Purchase Order for Delivery of Goods/Completion of Services;

"**Delivery Site**" means the address/place stated in the Purchase Order for delivery of the Goods and/or performance of the Services as set out in a Purchase Order;

"**Arcadis**" means the Arcadis entity referred to in any Purchase Order or otherwise agreed in writing;

"**Goods**" means the goods as described in a Purchase Order;

"Intellectual Property Rights"	means any patents, trade marks, trade names, designs, copyright, know-how and any other similar rights whether registered or not;
"Liquidated Damages"	means liquidated and ascertained damages to be paid by the Supplier only to the extent they are set out in a Purchase Order and payable in accordance with the provisions of paragraph 2.3;
"Normal Business Hours"	means 09:00 to 18:00 on Monday to Friday (inclusive);
"Price"	means the price of the Goods as agreed between the parties and as set out in the Purchase Order;
"Purchase Order"	means the accompanying order issued by Arcadis to the Supplier in written or electronic form which makes reference to and incorporates these Terms;
"Services"	the services supplied or any physical works to be undertaken by the Supplier in accordance with the Terms as set out in a Purchase Order;
"Supplier"	the supplier of Goods and Services to whom a Purchase Order has been issued, and whose company details have been set out on a Purchase Order;
"Terms"	means these terms, conditions and warranties which apply to each Purchase Order.

21.2 References to Statutes or Statutory Instruments include references to any modification, extension or re-enactment thereof from time to time.

21.3 Any failure or delay by Arcadis in exercising any right or remedy under a Purchase Order shall not constitute a waiver of that right or remedy.