UTEC Geo-services

Terms and Conditions for Purchase

ID	**AAA602**
Status	**Approved**
Version	**7**
Published	**27/10/2026**

Legacy ID	**9501-PRO-1009**

Note: Uncontrolled once downloaded from GMS.

UTEC Geo-services

Table of Contents

Preamble 3
1 Definitions 3
2 Entire Agreement 4
3 Rights and Obligations of the Parties 4
4 Ownership and Risk 5
5 Representation, Warranty and Liability 5
6 Indemnities 6
7 Termination 7
8 Price and Payment 7
9 Late Delivery 8
10 Variations 8
11 Inspection 8
12 Disputes, Arbitration and Governing Law 9
13 General 9
14 Business Ethics 11
15 Document Control 12
15.1 Document Changes 13

Note: Uncontrolled once downloaded from GMS.

Preamble

These Conditions may only be varied with the written agreement of the Purchaser. No terms or conditions put forward at any time by the supplier shall form any part of the Contract.

1 Definitions

In these Company Standard Terms & Conditions for Supply of Goods and Services:

“Affiliates” means shall mean any subsidiary parent or holding company of any tier, and any company directly or indirectly controlled by such company. For the purpose of this definition the expression “controlled” means the ownership of fifty per cent (50%) or more of the issued share capital, or the legal power to direct or cause the direction of the general management of Company, partnership or other entity in question, whether by share ownership, contract or otherwise.

“Applicable Laws” means laws, statutes, ordinances, rules, regulations, by-laws, decrees, orders and the like, and any industrial instruments and any binding determination of an industrial body, whether of governmental or other authority or agency having jurisdiction over the Parties or any of them, the Works, or the Location, and which are or may become applicable.

“Books and Records” means all recorded information, whether financial, commercial, technical or otherwise, that relates, directly or indirectly, to the Works.

“**Consequential Loss**” means (i) consequential or indirect loss under the applicable law; and (ii) loss of production, revenue, use or profit and in each case whether direct or indirect and whether or not foreseeable at the date of the Purchase Order;

“**Delivery**” means the date that the Goods are delivered or Services completed at the Location and “**Delivered**” shall have the same meaning accordingly;

“**Delivery Date**” means the date upon which the Work must be Delivered, as stated in the Purchase Order;

“**Goods**" means the articles, documentation, materials and/or equipment to be provided in accordance with the Purchase Order;

“Intellectual Property Rights” means all intellectual property rights, including but not limited to patents, utility models, registered designs and models, trademarks, service marks, applications for any of the foregoing (and the rights to apply for any of the foregoing), design rights, ownership of inventions, proprietary information and/or technical know-how, copyright, authorship, whether patentable or not and any similar rights.

“**Location**” means the place where the Goods are delivered and/or the Services are completed, as specified in the Purchase Order;

"**Company**" means the UTEC GEO-SERVICES group of Companies, including UTEC – all entities, Benthic – all entities and Pulse Structural Monitoring Limited entity designated upon the Purchase Order who is procuring the Work;

Note: Uncontrolled once downloaded from GMS.

“Company Group” means Company, its Affiliates, and its and their employees, agents, servants, directors, officers or invitees

“**Price**” means the total consideration payable by Company to Supplier for the provision of the Work, as stated in the Purchase Order.

"**Purchase Order**" means the order for the provision of the Work, and these Company Standard Terms & Conditions for Supplier of Goods and Services;

"**Services**" means the services to be provided in accordance with the Purchase Order;

"**Supplier**" means the person or entity named in the Purchase Order to supply the Work, and shall include its successors, assigns, agents and subcontractors;

“Supplier Group” means the Supplier, its Affiliates, its sub-suppliers or subcontractors or any tier and their respective Affiliates, and its and their respective employees, agents, servants, directors, officers or invitees

"**Work**" means the Goods and/or Services provided by Supplier to Company in accordance with the Purchase Order and these Company Standard Terms & Conditions.

Company and Supplier shall collectively be referred to as the “**Parties**” and individually as a “**Party**”.

2 Entire Agreement

These Company Standard Terms & Conditions shall apply between the Parties and represent the whole agreement between them in respect of the provision of the Work under the Purchase Order and supersede all previous agreements or representations between the Parties relating to the subject matter.

3 Rights and Obligations of the Parties

3.1 Supplier shall provide the Work to Company as specified in the Purchase Order and subject to the provisions of these Company Standard Terms & Conditions, including (without limitation) the remainder of this clause 3 and the warranties under clause 5.

3.2 Supplier shall ensure that the Goods are properly packed, secured and labelled in accordance with accepted good industry practice and all specifications stated by Company in the Purchase Order.

3.3 To the extent that the Goods contain toxic, corrosive or hazardous materials, then without prejudice to clause 6.1(d), Supplier shall ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions. If the Goods are contaminated beyond use at the time of Delivery, Supplier shall dispose of the same and provide replacement Goods at its own cost and risk.

3.4 The Parties shall at all times procure and maintain levels of insurance in compliance with relevant legislation and sufficient to cover their respective liabilities under the Purchase Order, including (without limitation) clauses 5 and 6.

Note: Uncontrolled once downloaded from GMS.

4 Ownership and Risk

4.1 Ownership and title in the Goods shall pass to Company on the earlier of payment of the Price or Delivery.

4.2 Unless otherwise set out in the Purchase Order, all Intellectual Property Rights and those in any designs, drawings and other technical information owned by the Supplier in existence prior to the date of the Purchase Order, including any software provided solely by Supplier under the Purchase Order, shall be and remain Supplier's property. In such instance, Supplier shall give Company a royalty free, irrevocable, non-exclusive, non-transferable, world-wide licence to use all such rights.

4.3 All Intellectual Property Rights prepared or developed by the Supplier under or in connection with the Purchase Order shall become the property of Company upon final payment for the Work by Company to the Supplier

4.4 Subject to clause 4.5, risk in the Work shall pass to Company on Delivery.

4.5 Risk shall remain with Supplier where the Work does not comply with clause 5.1.

5 Representation, Warranty and Liability

5.1 Supplier represents and warrants to Company as follows:

a) it has the necessary skills, resources and experience (including appropriately qualified and trained personnel) to perform its obligations under the Purchase Order to the satisfaction of the Company and in accordance with Good Industry Practice;

b) it is properly financed, organised and equipped to perform the Works in accordance with the Purchase Order requirements;

c) prior to entering into the Purchase Order, it has fully acquainted itself as to all local, regional, national and Location conditions that could affect the performance of the Works or the Supplier's obligations under the Purchase Order;

d) the Services will:

(i) be fit for their intended purpose as stated or reasonably inferred from the Contract;

(ii) be free from defects; and

(iii) otherwise comply with the Purchase Order requirements; and

e) at Delivery, the Goods will:

(i) be fit for their intended purpose as stated or reasonably inferred from the Purchase Order;

(ii) satisfy the performance criteria and the specifications of the Goods;

(iii) comply with the description of the Goods;

(iv) be free from defects;

(v) be of good and merchantable quality;

(vi) be new and in good condition;

(vii) comply with all applicable standards and Applicable Laws;

Note: Uncontrolled once downloaded from GMS.

(viii) comply with any warranties or guarantees stated in the Purchase Order or that are ordinarily supplied by the Supplier or the manufacturer of the Goods; and

(ix) otherwise comply with the Contract requirements.

5.2 Supplier's warranty obligation under this clause 5 shall cease twenty-four (24) months after Delivery of the Goods and/or satisfactory completion of the Services.

5.3 Subject to clause 5.4, Supplier shall immediately and at its own cost repair, replace or rectify any Work which is provided or carried out in breach of clause 5.1. Where this is not possible, Supplier shall immediately reimburse Company the Price of the Work (or relevant part thereof) which has been provided or carried out in breach of the aforesaid warranties. If Supplier replaces or repairs any part of the Work, then the provisions of this clause shall apply to the part so replaced or repaired and clause 5.2 shall be extended accordingly.

5.4 Notwithstanding any provision to the contrary in the Purchase Order, neither Party shall be liable to the other for any Consequential Loss it has incurred or suffered and except to the extent of any agreed liquidated damages (including without limitation and predetermined termination fees) provided for in the Purchase Order, Company shall save, indemnify, defend and hold harmless the Supplier Group from the Company Group's own special, indirect or Consequential Loss, and the Supplier shall save, indemnify, defend and hold harmless the Company Group from the Supplier's own special, indirect or Consequential Loss, in both instances arising from or related to or in connection with the performance or non-performance of the Purchase Order.

5.5 The warranties contained in clause 5 are in addition to any warranties that are, or may be, implied under any Applicable Laws

6 Indemnities

6.1 Supplier shall at all times be responsible for and shall defend, indemnify and hold Company Group harmless from and against any and all claims, damage, loss, cost and expense in respect of:

a) Death or personal injury to any personnel of Supplier Group;

b) Loss of or damage to the property of Supplier Group (whether owned, hired or otherwise provided for the purposes of or in connection with the Work);

c) Death or personal injury and loss or damage to property of a third party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier Group;

d) Any pollution caused in the course of its performance of Work or otherwise in breach of its obligations under clause 5.1(c);

e) Loss of or damage to the property of Company Group where such property is in the custody and/or control of Supplier Group, such custody and/or control ceasing on Delivery; and

f) Any alleged or actual infringement of any patent or proprietary or protected right, arising out of or in connection with the performance or non-performance of the Purchase Order.

6.2 Company shall be responsible for and shall defend, indemnify and at all times hold Supplier harmless from and against any and all claims, damage, loss, cost and expense in respect of:

a) Death or personal injury to any personnel of Company Group;

b) Subject to clause 6.1(e), loss of or damage to the property of Company Group; and

c) Death or personal injury and loss or damage to property of a third party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of Company.

Note: Uncontrolled once downloaded from GMS.

6.3 Save in respect of sub-clauses 6.1c) and 6.2c), the aforesaid indemnities and exclusions shall apply irrespective of cause, whether in tort, contract or otherwise at law and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party.

7 Termination

7.1 Company may terminate the Purchase Order at any time by written notice to Supplier in the following instances:

a) for the convenience of Company.

b) Supplier being in material breach of the Purchase Order and/or Company's Standard Terms & Conditions; or

c) Supplier entering into liquidation or having a receiver appointed over any of its assets or becoming subject to an administration order or any other insolvency proceedings or, (being an individual or partnership) becoming apparently insolvent, bankrupt or making any agreement with its creditors or ceasing or threatening to cease to carry on business,

and Company's liability to Supplier in the event of such termination shall be limited to payment for the Work Delivered in accordance with the Purchase Order, up to the date of termination and which is not yet paid for.

7.2 Company may terminate the Purchase Order forthwith in the event that Supplier is found to be in breach of clause 14 and Company shall not be liable to Supplier to pay for any Work or otherwise for breach of contract, tort or any other cause of action in the event of such termination.

7.3 Company may at any time give written notice to Supplier to terminate the Purchase Order forthwith and in such event that termination is made under Clause 17.1(a) Company shall pay, and Supplier shall accept in settlement of all claims under the Purchase Order, the Price for the Work (or relevant parts thereof) Delivered provided however that Company's liability hereunder shall be subject to Supplier's duty to mitigate its losses as required by common law and shall not in any event exceed the Price.

8 Price and Payment

8.1 Unless stated otherwise, the Price is exclusive of VAT but includes all other taxes, duties and charges as applicable.

8.2 Company shall pay the undisputed part of Supplier's invoice within thirty (30) days of receipt thereof, the receipt not being earlier than Delivery.

8.3 On settlement of any disputed invoice (or part(s) thereof), Supplier shall submit an invoice for the part of the Price due and Company shall pay the same in accordance with clause 8.2.

8.4 Late payment(s) of correctly prepared and supported invoices shall be subject to interest at the rate of two percent (2%) per annum above the Bank of England 'Base Rate' accruing pro-rata on a daily basis, running from the due date for payment under clause 8.2 until payment is received.

Note: Uncontrolled once downloaded from GMS.

9 Late Delivery

Supplier shall provide the Work at the Location, on the Delivery Date. If Supplier is unable to provide the Work by the Delivery Date, it shall notify Company immediately and the Parties shall endeavour to agree a mutually acceptable revised Delivery Date. In the event that the Parties cannot agree a revised Delivery Date, Company (without prejudice to Company's other rights and remedies at law or otherwise) shall be entitled at its sole discretion to either:

(a) terminate the Purchase Order and recover from Supplier any direct losses, costs and/or expenses incurred or suffered as a result of such termination, provided that Supplier's liability shall not exceed the Price of the Work; or

(b) recover from Supplier liquidated damages representing a genuine pre-estimate of loss and not as a penalty, an amount equal to Zero point Two Five percent (0.25%) of the value of the portion of the Works delayed for each full day the Works are late, provided that in any event, Supplier's liability under this clause 9 shall not exceed an amount equal to Ten percent (10%) of the aggregate Price.

10 Variations

Company may at any time, upon written notice to Supplier, make change(s) to the Purchase Order. In the event the Parties anticipate that such change(s) will directly affect the Price of the Work (whether by way of increase or decrease) and/or the timing of performance of the Work (whether by way of shortening or extending), the Parties shall meet and discuss in good faith an equitable and proportionate adjustment to Price and/or Delivery.

11 Inspection

Supplier shall at all times upon reasonable prior notice allow Company to inspect the Services and/or inspect and test the Goods (or any part thereof) during preparation and/or manufacture at Supplier's premises. Such inspection by Company shall not in any way relieve (whether in whole or in part) Supplier of any of its obligations, representations and/or warranties under Company Standard Terms & Conditions and/or the Purchase Order.

Note: Uncontrolled once downloaded from GMS.

12 Disputes, Arbitration and Governing Law

12.1 All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled, if possible, by negotiation of the parties. If settlement cannot be reached by negotiation, then the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one unless the amount in dispute exceeds one million British pounds (£1,000,000), in which event it shall be three. When three arbitrators are involved, each party shall have the right to nominate an arbitrator, and the Chairman shall be appointed by the LCIA Court. The seat, or legal place, of arbitration shall be London, England. The arbitration shall be conducted in the English language. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in Purchase Order, and if a solution is not found herein, shall apply the law as described in Clause 12.2. The decision of the arbitrators shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authorities to appeal for revisions of such decision.

12.2 The Purchase Order shall be governed by and construed in accordance with the laws of England and Wales.

13 General

13.1 Supplier shall not assign or sub-contract any of its obligations under the Purchase Order (or any part(s) thereof) at any time to a third party without Company's prior written consent. Company may at any time and from time-to-time assign, novate or transfer its rights or obligations under the Purchase Order in whole, or in part, to any of the Company's Affiliates or any other third party without the Supplier's consent.

13.2 The Parties shall keep the Purchase Order and any information, which either Party learns about the other, in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party.

13.3 A person who is not a party to the Purchase Order shall not have any rights under any Applicable Laws or otherwise, to enforce any of its terms.

13.4 Failure to exercise, or any delay in exercising, any right or remedy provided for hereunder or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13.5 Any notice required to be given hereunder shall be in writing and shall be delivered personally or sent by pre-paid first-class post or recorded delivery or by commercial courier to the relevant Party's address as noted in the Purchase Order.

13.6 In the event of any conflict or inconsistency between the Purchase Order and these Company Standard Terms & Conditions, the Purchase Order shall at all times prevail, except for clauses 5 & 6.

13.7 The documents which together comprise the Purchase Order constitute the complete, entire and exclusive statement of the agreement between the Parties relating to the subject matter of this Purchase Order superseding all previous negotiations and understandings, whether written or verbal, and may not be contradicted by evidence of any prior or contemporaneous agreement.

Note: Uncontrolled once downloaded from GMS.

13.8 If any term in or provision of the Purchase Order is held to be illegal, void or unenforceable in whole or in part under any enactment of law, such term or provision will be deemed not to form part of the Purchase Order and the enforceability of the remainder of the Purchase Order will not be affected. In the event that any term in or provision of the Subcontract is held to be illegal, void or unenforceable in whole or in part under any enactment of law, the Parties shall negotiate in good faith to reach an equitable agreement which reflects the intent of the Parties as set out in the Purchase Order.

13.9 No amendment or other change of or to the Purchase Order shall be effective unless it is in writing, is dated, specifically refers to the Purchase Order and is signed by both Parties.

13.10 In construing the Purchase Order, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Purchase Order and accordingly general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words

13.11 The Parties agree that the legal principle generally known as the "contra proferentem" rule does not apply.

13.12 This Purchase Order may be executed in any number of counterparts and by each of the Parties on separate counterparts each of which, when executed and delivered, shall be deemed to be an original, but all the counterparts together shall constitute one and the same Purchase Order.

13.13 Audit

(a) Books and Records

Supplier will keep all Books and Records at its usual place of business for the term of the Purchase Contract and for a period of four (4) years or such longer period as may be required by applicable law following termination of the Purchase Order. Company will have the right to audit Books and Records and Supplier for the purpose of verifying: (a) the proper performance by Supplier of its obligations under the Purchase Order; (b) the amounts and costs payable by or to be paid by Company under the Purchase Order; and (c) in respect of rates, fees or prices under the Purchase Order which are fixed or lump sum, the correct application (but not the make-up) of such rates, fees and prices in any invoice issued to Company under the Purchase Order.

(b) Right to Audit

Company may, on reasonable notice, conduct an audit of Books and Records by authorized representatives of its own, or by any public accounting firm selected by Company, during normal business hours at any reasonable time or times during the performance of any Purchase Order and prior to the end of the period ending four (4) years after the last day of the calendar year in which the Purchase Order is terminated.

(c) Access

For audit purposes under this Clause, Company's authorized representatives will: (a) have reasonable access to Supplier’s facilities and where the Books and Records are stored; (b) be provided, at no cost to Company, adequate and appropriate workspace and telephones in order to conduct audits; and (c) have the right to interview and obtain information from current and former employees of Supplier and its Affiliates. Company may reproduce and retain copies of Books and Records. Supplier will reasonably facilitate Company's audits.

(d) Refund

Supplier will refund to Company any overpayment disclosed by audit, and Company will pay Supplier the amount of any underpayment discovered by audit conducted by an independent and reputable audit firm, both within forty-five (45) days of such finding.

Note: Uncontrolled once downloaded from GMS.

(e) Subcontracts

Supplier will include the same audit rights in its subcontracts and will also ensure that each subcontractors or sub-suppliers permits audits to be conducted by Company or Supplier of the Books and Records of the subcontractors or sub-suppliers in the same manner and time as set out in this provision.

14 Business Ethics

No Party shall violate any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, money-laundering, terrorism, sanctions, collusion or anti-trust, human rights violations (including forced labor and human trafficking), use of Conflict Minerals or similar activities which are applicable to either Party or to any jurisdiction in which any work under this Agreement is performed and which shall include: (i) the United Kingdom Bribery Act 2010, (ii) the United Kingdom Modern Slavery Act 2015, (iii) the United States Foreign Corrupt Practices Act 1977, (iv) any related enabling legislation pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (v) any United States, United Nations, Canadian or European Union sanctions. For these purposes “Conflict Minerals” means gold, tin, tantalum, tungsten and their derivatives, as well as any other mineral or mineral derivative determined by the U.S. Secretary of State to be involved in the financing of the conflict in the Democratic Republic of Congo (DRC) or an adjoining country.

This document must be read in conjunction with Acteon Group Ltd policies on QHSE Policy statement (AMS---QHSE-I-Policy-Statement.docx) and Acteon Sustainability Policy incorporating Environment, Society and Governance.

Note: Uncontrolled once downloaded from GMS.

15 Document Control

This document is controlled. The latest version is available from GMS/BMS/IMS. If this document is printed, or copied, it is no longer controlled.

Document Control			
Title	Terms and Conditions for Purchase		
Document ID	AAA602		
Version	7		
Status	Approved		
Category	PL-Policy		
Business	Geo-Services		
Organisation	GSV - Business Line		
Department	SC - Supply Chain		
Geography	Global		
Subject	Terms and Conditions for Purchase		
Data Classification	Restricted-External		
Owner	Bobby Cotton	Published	27/10/2026
Approver	Bobby Cotton	Review Cycle	365
Author	Kathryn Picchiottino	Retired	[DocRetired]

This document should be reviewed upon its review cycle period, or when there is evidence that indicates the document is no longer accurate or valid, whichever is sooner.

Note: Uncontrolled once downloaded from GMS.

15.1 Document Changes

When this document is reviewed and no changes are required, this must be noted in the table of changes and republished with a new publication date; the version number is not changed.

Version	Published Date	Change Description
1	26 NOV 2014	First Issue
2	25 JUL 2019	**Pages All** Adoption of Acteon T&Cs
3	27 JUL 2021	**Pages 10** Inclusion of Acteon Group Ltd Environmental & ESG policies
4	20 APR 2024	**Pages All** Revised and reviewed in all
5	06 NOV 2025	New Template
6	24 JULY 2026	Page1 Definition of Companies changed to UTEC Geo-Services group of Companies
7	27 OCTOBER 2026	Changed from Restricted – Internal to Restricted - External

Note: Uncontrolled once downloaded from GMS.