Bachy Soletanche Ltd
Henderson House, Langley Place,
Burscough, Lancashire
L40 8JS
Company No: 752082

PO11a Purchase Order Terms & Conditions (including Ethics and Environmental Data Requirements)

1. Summary of Expectations (non-contractual)

This section is a plain-English summary to help suppliers understand what we expect. If there is any conflict, the contract terms in the main document take priority.

1.1. What you agree to

- Our purchase order (PO) plus these terms forms the contract. Your own terms do not apply unless we agree in writing.
- You will deliver what we ordered, on time, meeting the specification and legal requirements.
- You will operate ethically: no bribery, corruption, modern slavery, forced labour or child labour; treat people fairly; and follow relevant laws.
- You will tell us quickly if you spot any integrity, conflict-of-interest, competition-law or sanctions issues connected to our contract.
- You will support environmental responsibility, including providing environmental data for the materials/products you supply when requested.
- We can audit relevant records (including environmental data) and can treat serious non-compliance as a material breach.
- English law applies and the English courts have exclusive jurisdiction.

1.2. Environmental data – what we may ask for

- Quantities/weights (litres, kg or tonnes) for items supplied.
- Carbon emission factors ($kgCO_2e$ per unit) for cradle-to-gate Scope 1, 2 and 3 where available.
- Environmental Product Declarations (EPDs) to EN 15804 and/or ISO 14025 where available.
- Method statement: boundaries, assumptions, data sources, allocation and uncertainty.
- A structured file format such as Excel/CSV/XML, within the agreed timeframe (often within 10 business days of request).

1.3. How to raise a concern

1.3.1. The seller must comply with all applicable laws, including but not limited to; the Bribery Act 2010, Modern Slavery Act 2015, Data Protection Act 2018 and agree to working in accordance with the principles of the VINCI Group 'All round performance of purchasing partners' guidelines www.vinci.com/sites/default/files/medias/file/2025/03/charte-de-performance-globale-en-070724.pdf

1.3.2. You (and your staff/subcontractors) can raise concerns confidentially, including anonymously in the event that your company contact, or their superior, is unable to act independently of the concern. Prior to making an anonymous report you can contact Protect UK Free, an independent and confidential whistleblowing advice service on 020 3117 2520 for initial advice.

1.3.3. The hierarchy of reporting anonymously is:

- Human Resources (HR) (whistleblowing.sbuk@bacsol.co.uk)
- UK Zone Managing Director (MD) (whistleblowing.sbuk@bacsol.co.uk)
- VINCI Integrity platform (vinci-integrity.com) or by email to ethics@vinci.com
- Further details can be found in the company whistleblowing policy available at www.bacsol.co.uk/our-policies

2. Text to add to the Purchase Order form (footer / T&Cs box)

- This Purchase Order is issued subject to the PO11a Standard Purchase Order Terms & Conditions (including Ethics and Environmental Data requirements). By accepting or delivering against this PO, the Supplier confirms that it has read, understood and agrees

to be bound by those Terms & Conditions, and that no supplier terms apply unless expressly agreed in writing by the Company.

2.1.1. Ethics: The seller must comply with all applicable laws, including but not limited to; the Bribery Act 2010, Modern Slavery Act 2015, Data Protection Act 2018 and agree to working in accordance with the principles of the VINCI Group 'All round performance of purchasing partners' guidelines (www.vinci.com/sites/default/files/medias/file/2025/03/charte-de-performance-globale-en-070724.pdf)

2.1.2. You (and your staff/subcontractors) can raise concerns confidentially, including anonymously in the event that your company contact, or their superior, is unable to act independently of the concern. Prior to making an anonymous report you can contact Protect UK Free, an independent and confidential whistleblowing advice service on 020 3117 2520 for initial advice.

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PO 11 r11 - Standard Purchase Order Terms & Conditions

These Terms & Conditions apply to every contract for goods and/or services and/or plant and equipment entered into by the Company with the Seller/Supplier, unless the Company agrees otherwise in writing signed by an authorised representative.

1) Definitions

a) "Company" means the entity specified on the Purchase Order as the entity placing the order Bachy Soletanche Ltd.
b) "Contract" means the contract between the Company and the Seller for the Work, consisting of the Purchase Order and these Terms.
c) "Goods" means the goods specified in the Purchase Order.
d) "Services" means the services specified in the Purchase Order.
e) "Work" means the Goods and/or Services (as appropriate).
f) "Purchase Order" means the Company's purchase order document setting out the commercial terms of supply.
g) "Seller" means the person or organisation supplying the Work to the Company.
h) "Environmental Data" has the meaning given in clause 24(e).
i) "verified" means third-party verified where available (e.g. EPD) or otherwise supported by documented methodology and primary data.

2) General

a) The Contract incorporates these Terms to the exclusion of any terms the Seller seeks to impose in any quotation, order acknowledgement, delivery note, invoice or similar document, or which are implied by custom, practice or course of dealing, unless the Company agrees otherwise in writing.
b) Delivery of the Work or other performance by the Seller constitutes unqualified acceptance of these Terms.
c) No amendment is binding unless agreed in writing by authorised representatives of both parties. Special terms set out in the Purchase Order prevail over these Terms to the extent of any conflict.
d) Unless agreed otherwise, prices are delivered prices, fixed, exclusive of VAT and inclusive of packaging, travel time, freight, off-loading, carriage, delivery and insurance.
e) The Company may cancel any order (in whole or in part) prior to delivery by notice. The Company will pay a fair and reasonable proportion of the price for work done, excluding

any actual or anticipated profit or consequential loss, and the Seller must mitigate its costs.

3) Plans and design

a) All plans, designs, drawings, specifications, samples or tools created by the Seller to the Company's instructions, and all associated intellectual property rights, are the property of the Company, must be treated as confidential, used only for the purpose of performing the order and returned on request.
b) Items supplied by the Company remain the Company's property, must be held safely at the Seller's risk, kept in good condition and returned when the order is fulfilled or cancelled.

4) Quality

a) The Seller warrants that the Work will conform to all agreed quantities, description, drawings, specifications and standards; be new and of first-class quality; be fit for purpose; be safe; and comply with all relevant UK legislation (and EU legislation where applicable to the Work) and applicable codes of practice (including, without limitation, the Health and Safety at Work etc. Act 1974). Where multiple standards apply, the most onerous requirement shall prevail unless agreed otherwise in writing.
b) Services will be carried out to the highest professional standards by appropriately qualified and trained personnel and will be free from defects at the time of performance and for 12 months after.
c) Where Construction Products are supplied, they must conform to the Construction Products Regulation 2011 (Regulation (EU) No 305/2011).

5) Infringement of patents and other intellectual property rights

a) The Seller will pay all royalties and payments due for third-party intellectual property rights comprised in or affecting the Work.
b) The Seller indemnifies the Company against claims for infringement arising from the Company's ownership or use of the Work, except to the extent exclusively caused by a design supplied by the Company.

6) Seller's employees, subcontractors and representatives

a) The Seller is responsible for the acts and omissions of its employees, agents and subcontractors and indemnifies the Company for claims arising from their presence on Company premises or sites, except for personal injury or death caused by the Company's negligence.
b) During visits to Company premises or sites, the Seller's personnel must comply with the Company's Health and Safety Management System and any site rules notified to them.

7) Liability and indemnity

8) Purpose: To allocate risk appropriately and ensure that the Company is protected from losses arising from defective goods, services or non-compliance by the Seller.
9) Requirements - The Seller shall:
   a) Deliver goods and services that:
      i) meet contractual requirements
      ii) are fit for purpose
      iii) comply with applicable laws and standards
   b) Be responsible for:
      i) acts and omissions of its employees, agents and subcontractors
      ii) ensuring appropriate management controls and supervision
   c) Maintain appropriate insurance cover for the risks associated with its activities.
10) Evidence - The Seller shall:
   a) Provide evidence of insurance coverage upon request
   b) Demonstrate that risks are appropriately managed through procedures, supervision and training where relevant

11) Audit / Review - The Company may:
    a) Request evidence of compliance with contractual requirements
    b) Review performance where defects, delays or failures arise
12) Remedies - The Seller shall:
    a) Indemnify the Company against all losses, damages, costs and liabilities arising from:
        i) defective goods or services
        ii) breach of contract
        iii) failure to comply with applicable laws or standards
    b) Accept that:
        i) the Company may recover reasonable costs incurred in remedying defects
        ii) the Company may procure alternative supply at the Seller's cost where the Seller fails to perform
    c) Nothing in the Contract limits liability for:
        i) death or personal injury caused by negligence
        ii) fraud or fraudulent misrepresentation
        iii) any liability that cannot be excluded by law

13) Transfer of property and risk

a) Risk in the Goods passes on delivery into the Company's custody at the delivery place stated in the Purchase Order (or as directed by the Company).
b) Title passes on the earlier of payment or delivery, unless agreed otherwise.

14) Health and Safety at Work etc. Act 1974

a) Where there is any risk to health or safety arising from the Work, the Seller must inform the Company in writing (before delivery/performance) of the risks and the precautions required.

15) Anti-bribery and anti-corruption

a) The Seller must not violate any bribery, fraud, kickback or similar anti-corruption law, including the Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 (as amended) ("Applicable Anti-Bribery Law").
b) The Seller warrants it has and will maintain adequate policies and procedures to prevent bribery/corruption by it or associated persons (employees, agents, subsidiaries, representatives and subcontractors) and will provide its policy to the Company on request.
c) No financial or other advantage may be offered or given in connection with this Contract unless previously approved in writing by the Company.
d) Breach is a material breach entitling the Company to terminate immediately.
e) The Seller must promptly report any actual or suspected breach, investigations, or requests for undue advantage connected with the Contract.
f) The Seller shall ensure equivalent anti-bribery standards are applied throughout its supply chain.

16) Delivery

a) Delivery dates/times in the Purchase Order are conditions of the Contract. The Seller must notify anticipated delays.
b) If the Work is not delivered as required, the Company may procure from others at the Seller's cost or terminate the Contract.
c) All consignments must quote the Purchase Order number and include a packing note/delivery note as required.
d) Signature of a delivery note confirms receipt only and is not acceptance of quality or of inconsistent terms.

17) Payment

a) Payments are without prejudice to the Company's rights of rejection, cancellation, set-off or other remedies.

b) The Seller must provide valid VAT invoices and supporting information reasonably required by the Company.
c) The Company may set off any liability of the Seller to the Company against any liability of the Company to the Seller.

18) Force majeure

a) The Company will not be liable for failure to take delivery, accept performance or pay where such failure arises from causes beyond its reasonable control (including acts of God, governmental restrictions, war, riots, strikes, power failure, fire, flood, default of suppliers/subcontractors or breakdown of plant or vehicles).

19) Assignment and sub-contracting

a) The Seller must not assign or transfer the Contract or its benefits.
b) The Seller must not sub-contract performance of the Contract (or any material part) without the Company's prior written consent.

20) Confidentiality

a) The Seller must keep confidential all information supplied or disclosed in connection with the Contract and must not use or disclose it without the Company's written consent except where required by law or where it becomes public through no fault of the Seller.

21) Notices

a) Notices must be delivered by hand or prepaid first class/special delivery post to the registered office/principal place of business (or other notified address). Hand delivery is effective on receipt (next working day if after 5pm). Post is deemed received two working days after posting.

22) Waiver and cumulative remedies

a) Failure or delay to exercise a right or remedy does not waive that (or any other) right or remedy.

23) Entire agreement

a) The Contract contains the whole agreement between the parties. Except as expressly stated, all other understandings, warranties, conditions, and representations are excluded to the fullest extent permitted by law. Nothing excludes liability for fraud or fraudulent misrepresentation.

24) Severance

a) If any provision is illegal, invalid, or unenforceable, the remainder remains in full force.

25) Law and jurisdiction

a) The Contract is governed by English law, and the courts of England have exclusive jurisdiction.

26) Third party rights

a) A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, subject to any express rights granted to group companies in the Purchase Order.

27) Headings and interpretation

a) Headings are for convenience only and do not affect interpretation.
b) Words such as "including" and "in particular" do not limit the generality of preceding words.
c) References to legislation include subordinate legislation and any reenactment or amendment.

28) Modern Slavery Act 2015

a) Both parties must comply with the Modern Slavery Act 2015 relating to the prevention of slavery, human trafficking and labour exploitation within their respective businesses and supply chains.
b) The Seller must ensure all persons involved in delivering the Work (including employees, agents and subcontractors) comply with the Act.
c) The Seller acknowledges the Company may need to report steps taken to prevent modern slavery in its supply chains and operations.
d) The Seller indemnifies the Company against claims, losses and expenses arising from the Seller's breach of the Act.
e) The Seller shall provide evidence of compliance upon request, including policies, risk assessments and supply chain due diligence.

29) Ethics, human rights, whistleblowing, and supply chain standards

30) Purpose: To ensure that all goods and services are delivered in a lawful, ethical and responsible manner, consistent with the Company's values, VINCI Group standards and applicable legislation.
31) Requirements: The Seller shall:
    a) Comply with all applicable laws and regulations, including:
        i) Anti-bribery and corruption laws (e.g. Bribery Act 2010)
        ii) Modern Slavery Act 2015
        iii) Competition law, sanctions and trade regulations
        iv) Data protection laws
    b) Ensure that it and its supply chain:
        i) do not engage in forced labour, human trafficking, or child labour
        ii) do not discriminate in employment
        iii) provide safe and healthy working conditions
    c) Take proactive measures to:
        i) prevent bribery, corruption and conflicts of interest
        ii) identify and disclose any ethical risks
    d) Ensure that equivalent standards are applied throughout its supply chain.
32) Evidence: The Seller shall, upon request, provide:
    a) Relevant policies and procedures (e.g. anti-bribery, modern slavery, ethics)
    b) Evidence of supply chain due diligence and risk assessments
    c) Records demonstrating compliance and staff awareness (e.g. training where applicable)
33) Audit and Reporting: The Seller shall:
    a) Enable the Company to review relevant records where reasonably required
    b) Inform employees and subcontractors of available whistleblowing routes
    c) Support confidential reporting of concerns through:
        i) internal reporting routes
        ii) VINCI Integrity platform
        iii) other confidential reporting mechanisms
34) Remedies:
    a) Any breach of this clause shall constitute a material breach.

b) The Company may:
   i) require remedial action within a defined timeframe
   ii) suspend or terminate the Contract for serious or unremedied breaches
   iii) The Seller shall indemnify the Company against losses arising from non-compliance with applicable laws (including modern slavery and anti-bribery obligations).

35) ENVIRONMENTAL DATA & REPORTING

36) Purpose: The purpose of this clause is to ensure that the Company receives accurate, consistent and verifiable environmental data to support carbon reporting, regulatory compliance and continuous reduction of environmental impact.

37) Requirements: The Seller shall:
   a) Provide complete and accurate environmental data for all materials and products supplied.
   b) Ensure data includes, as a minimum:
      i) quantities/weights (litres, kg or tonnes)
      ii) carbon emission factors ($kgCO_2e$ per unit, cradle-to-gate Scope 1, 2 and 3 where available)
      iii) Environmental Product Declarations (EPDs) compliant with EN 15804 and/or ISO 14025 where available
   c) Quantify and report data in accordance with one or more of the following standards:
      i) ISO 14064-1:2018
      ii) the Greenhouse Gas Protocol
      iii) the Company's Science Based Targets (SBTi) commitments
   d) Apply the following hierarchy of data quality:
      i) Product-specific EPDs
      ii) Supplier-specific data
      iii) Recognised generic datasets (where no better data is available)
   e) Actively identify and propose opportunities to reduce embodied carbon and environmental impact.

38) Evidence: The Seller shall:
   a) Provide supporting documentation including:
      i) calculation methodologies
      ii) system boundaries and assumptions
      iii) data sources and limitations
   b) Ensure data is:
      i) third-party verified where EPDs exist
      ii) or internally assured with transparent methodology where not third-party verified.
   c) Submit data in a structured, machine-readable format (e.g. Excel, CSV or XML) within agreed timescales.

39) Audit and Verification: The Seller shall:
   a) Grant the Company, its auditors or appointed third parties reasonable access to:
      i) environmental data records
      ii) supporting documentation
      iii) relevant facilities where proportionate
   b) Maintain records for a minimum of 3 years following delivery
   c) Promptly notify the Company of any material changes to previously submitted data.

40) Remedies: Failure to comply with this clause constitutes a material breach.
   a) The Company may:
      i) require corrective data to be provided at the Seller's cost
      ii) withhold payment until compliant data is received
      iii) terminate the Contract where the breach is not remedied within a reasonable period (or is incapable of remedy)

3. Audit, retention and verification obligations survive contract completion for up to 3 years.

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Thank you for providing the specified Services to the Company in accordance with this Contract. As an employer, we have a legal duty to take reasonable steps to protect our staff from sexual and other forms of harassment. As part of our duty and to promote mutual respect and understanding we operate an Equality Policy and we request that all individuals employed or engaged by you to provide these Services and who interact with our staff, do so with dignity, respect and free from sexual harassment and any other form of harassment or discrimination, which we shall reciprocate.