

# GRIDCORE STANDARD TERMS OF PURCHASE

## Contents

1. Definitions and Interpretation
2. Application of Terms
3. Supplier's Obligations as to Quality
4. Supplier's Obligations
5. Delivery of Goods
6. Risk, Property and Insurance
7. Price
8. Payment
9. Warranty
10. Confidentiality
11. GridCore Property
12. Termination
13. Term
14. Assignment
15. Force Majeure
16. Living Wage
17. General Data Protection Regulation
18. Bribery
19. Off-Payroll Working
20. General Provisions

### Schedule 1: Details of Data Processing Activity

## Definitions and Interpretation

### 1.1 Definitions

In these Conditions, the following expressions have the meanings set out below:

**“Commencement Date”** Means, in respect of Works, the date the Works commence or the date specified by GridCore for commencement.

**“Completion”** Means, in respect of Works, when the Supplier has completed the Works (including any variation) and has made good any defects preventing GridCore or others from using the Works.

**“Completion Date”** Means the completion date for the Works.

**“Contract”** Means these Conditions of Purchase together with GridCore’s Purchase Order and the Supplier’s unqualified acceptance (whether in writing or by performance). Where a Purchase Order is issued under an existing contract or Framework Agreement, that agreement prevails.

**“Data Controller”, “Data Processor”, “Data Subject”** Have the meanings given in Data Protection Legislation.

**“Data Protection Legislation”** Means all applicable laws relating to privacy, confidentiality, security, direct marketing and data protection, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and the UK GDPR.

**“Daywork”** Means work paid on the basis of labour, materials and plant cost plus an agreed percentage for overheads and profit.

**“Delivery”** Means the act of delivering Goods, Services or Works required by the Purchase Order.

**“Direct EU Legislation”** Has the meaning given in the European Union (Withdrawal) Act 2018.

**“Employer”** Means the party who appointed GridCore under the Main Contract.

**“Employer’s Representative”** Means the person appointed by the Employer to fulfil the contract administrator function.

**“Framework Agreement”** Means the agreement between GridCore and the Supplier governing contracts awarded during a defined period.

**“Force Majeure”** Means any act or event beyond the reasonable control of the affected Party, including natural disasters, war, riot, civil commotion, rebellion, insurrection, or acts of the Queen’s enemies.

**“Goods”** Means the articles to be purchased by GridCore as described in the Purchase Order, including intangible goods.

**“Incoterms”** Means the rules published by the ICC defining responsibilities for delivery of goods.

**“Living Wage” / “LW”** Means the real Living Wage as calculated annually by the Resolution Foundation on behalf of the Living Wage Foundation.

**“LW Announcement Date”** Means the date the newly calculated Living Wage is published.

**“LW Implementation Date”** Means any date up to six months from the LW Announcement Date.

**“Main Contract”** Means the contract between GridCore and the Employer.

**“Main Contract Works”** Means the works to be carried out under the Main Contract.

**“Parties”** Means GridCore and the Supplier.

**“Personal Data”** Has the meaning given in Data Protection Legislation.

**“Purchase Order”** Means GridCore’s written instructions to supply Goods, Services or Works.

**“Satisfactory Quality”** Means the standard a reasonable person would regard as satisfactory, considering description, price and circumstances.

**“GridCore’s Representative”** Means the person managing the project for which the Purchase Order is issued.

**“Service Employee”** Means all employees, officers, workers, agents and suppliers engaged in the performance of the Works.

**“Services”** Means the services to be purchased by GridCore and delivered by the Supplier.

**“Site”** Means the site where the Works are to be carried out.

**“GridCore Data”** Means Personal Data received from or on behalf of GridCore.

**“Supplier”** Means the person, firm or company named on the Purchase Order.

**“Supplier Personnel”** Means employees, directors, officers, contractors, agents and consultants of the Supplier.

**“Works”** Means construction operations carried out by the Supplier in accordance with the Purchase Order.

## **1.2 Interpretation**

References to persons include permitted assignees and transferees. References to legislation include amendments and replacements. Words in the singular include the plural and vice versa. Headings are for convenience only.

## **1.3 EU-related legislation**

References to EU legislation shall continue to apply following the UK’s withdrawal from the EU, pursuant to the European Union (Withdrawal) Act 2018.

## **1.4 Language**

All notices, communications and documents shall be in English.

## 2. Application of Terms

### 2.1 Contract Supremacy

The Contract prevails over any inconsistent terms contained or referred to in the Supplier's documents or implied by trade, custom or course of dealing. The Supplier's terms and conditions (if any) shall not apply.

Any qualification, amendment or exclusion issued by the Supplier is **not accepted** and shall render the Purchase Order cancelled at no cost to GridCore.

No alteration to the Contract is valid unless agreed in writing by GridCore.

### 2.2 Formation of Contract

Each Purchase Order constitutes an offer by GridCore to purchase Goods, Services or Works subject to these Conditions.

Any acknowledgement or acceptance issued under the Supplier's own terms constitutes a **counter-offer** and will not be accepted by GridCore.

No variation is effective unless agreed in writing and signed by GridCore's Representative.

### 2.3 Framework Agreements and Other Contracts

Where a Purchase Order is issued under a Framework Agreement or other contract between GridCore and the Supplier, the terms of that agreement take precedence over these Conditions.

## 3. Supplier's Obligations as to Quality

### 3.1 Goods

#### 3.1(a) Quality and Fitness for Purpose

All Goods must:

- be of the best available design, quality, material and workmanship
- be free from defects
- conform to the Purchase Order and any specification provided
- comply with all relevant health and safety legislation
- be fit for any purpose communicated by GridCore

Goods must be of **Satisfactory Quality**.

#### 3.1(b) Inspection and Testing

GridCore may inspect or test Goods at any time. If Goods do not conform or are likely not to conform, the Supplier must take immediate corrective action.

### **3.1(c) Supplier Responsibility**

Inspection or testing by GridCore does **not** relieve the Supplier of responsibility for compliance, nor does any signature constitute acceptance.

## **3.2 Services**

### **3.2(a) Standard of Performance**

Services must be delivered:

- in a proper and workmanlike manner
- with reasonable skill, care and diligence
- by competent and qualified personnel
- in accordance with the Purchase Order

### **3.2(b) Specification Compliance**

Services must comply fully with the specification set out in the Purchase Order.

## **3.3 Works**

The Supplier shall carry out and complete the Works:

- in accordance with the Purchase Order
- in accordance with relevant provisions of the Main Contract
- to the reasonable satisfaction of GridCore's Representative
- using the skill and care expected of a competent specialist contractor

## **3.4 Statutory Obligations**

Nothing in the Contract diminishes the Supplier's obligations under the **Supply of Goods and Services Act 1982**.

## **4. Supplier's Obligations**

### **4.1 Works**

#### **4.1(a) Programme**

The Supplier shall commence the Works on the Commencement Date and complete them by the Completion Date.

#### **4.1(b) Care of the Works**

The Supplier is responsible for the protection and care of the Works until Completion.

#### **4.1(c) Completion and Defects**

GridCore will notify the Supplier when Completion is achieved and may issue a Completion Certificate.

The Supplier must make good any defects within **7 days** of notification. If the Supplier fails to do so, GridCore may rectify the defects and recover all associated costs.

#### **4.1(d) Labour, Plant and Materials**

The Supplier shall provide all labour, supervision, plant, materials, equipment and apparatus necessary for the Works.

#### **4.1(e) Access to Site**

Access will be provided as stated in the Purchase Order. The Supplier acknowledges that exclusive or uninterrupted access is not guaranteed.

#### **4.1(f) Working Hours and Site Rules**

The Supplier shall observe GridCore's working hours and comply with all Site rules and regulations.

#### **4.1(g) Variations or Instructions**

The Supplier must not vary or waive any requirement without written consent from GridCore.

#### **4.1(h) Progress Reporting**

The Supplier shall provide progress reports and attend meetings when requested.

#### **4.1(i) Waste and Clean-Up**

The Supplier must clear and dispose of waste in accordance with legislation and leave affected areas clean.

#### **4.1(j) Variations**

GridCore may instruct variations. All variations shall be valued on a fair and reasonable basis.

#### **4.1(k) Additional Costs and Dayworks**

Additional costs may only be claimed where:

- GridCore has given prior written consent
- full substantiation is provided
- Daywork rates were included in the original quotation

#### **4.1(l) Agreement of Additional Costs**

No additional work may commence until GridCore's Representative has agreed the costs in writing.

#### **4.1(m) Main Contract Obligations**

The Supplier is deemed to have full knowledge of the Main Contract (excluding prices). The Supplier must comply with relevant provisions and indemnify GridCore for any breach caused by the Supplier.

#### **4.1(n) Collateral Warranties**

The Supplier shall execute warranties in favour of the Employer, funder, purchaser or tenant when requested.

### **4.2 Indemnity**

The Supplier indemnifies GridCore against all losses, damages, costs and expenses arising from:

- defective design or workmanship
- infringement of intellectual property rights
- claims by third parties arising from the Supplier's breach
- breach of law or regulation

### **4.3 Limitation of GridCore Liability**

GridCore is not liable for negligence or for any direct, punitive, exemplary, special, indirect or consequential loss arising from the Supplier's failure.

### **4.4 Health and Safety**

The Supplier is responsible for the health and safety of its personnel and must comply with all relevant legislation.

Goods must not contain hazardous materials unless specified, and Safety Data Sheets must be provided where applicable.

The Supplier must comply with GridCore's **SHE Requirements Specification for Contracts**.

### **4.5 Guarantee of Goods**

The Supplier guarantees performance of Goods for **12 months** from:

- acceptance by GridCore, or
- initial normal operation, or
- any other agreed period

The Supplier must replace defective Goods at no cost and bear all associated costs.

## 4.6 Resources

The Supplier must ensure it has sufficient personnel and resources to perform the Contract.

## 4.7 Removal of Personnel

GridCore may require removal of any person whose performance is unsatisfactory or who is not fit to be employed. The Supplier must promptly replace such personnel.

## 5. Delivery of Goods

### 5.1 Delivery Location and Responsibility

Goods shall be Delivered, **carriage paid by the Supplier**, to:

- GridCore's place of business, or
- any other Delivery location stated in the Purchase Order, or
- any alternative location agreed in writing

The Supplier is responsible for **safe and effective off-loading** at the Delivery point.

For international Deliveries, the Delivery terms shall be **DDP (Incoterms 2010)**. For UK Deliveries, the terms shall be **DAP (Incoterms 2020)**.

### 5.2 Delivery Date and Documentation

Delivery shall occur:

- on the date specified in the Purchase Order, or
- if no date is specified, **within 72 hours** of the Purchase Order date

Each Delivery must include a delivery note specifying:

- Purchase Order number
- Purchase Order date
- number of packages and contents
- details of outstanding items (for partial Deliveries)

If Goods are Delivered to a location other than GridCore's premises, the Supplier must obtain a **signed receipt**.

Deliveries are accepted only during normal working hours unless agreed otherwise.

### 5.3 Time of the Essence

Time for Delivery is **of the essence**. GridCore may extend the Delivery date by written notice.

## 5.4 Remedies for Late Delivery

If Goods are not Delivered by the due date, GridCore may:

- **cancel** the Order in whole or in part
- **refuse** subsequent Deliveries
- **procure substitute Goods** and recover associated costs
- **claim damages** for losses attributable to late Delivery

## 5.5 Packaging Materials

The Supplier is responsible for collecting pallets and packaging. Uncollected materials will be disposed of by GridCore, and the Supplier shall pay the reasonable disposal costs.

## 5.6 Instalment Deliveries

If GridCore agrees to instalment Deliveries, failure to Deliver any instalment entitles GridCore to reject **all** Goods under the Purchase Order.

## 5.7 Excess Quantities

If Goods exceed the ordered quantity:

- GridCore is not required to pay for the excess
- Excess Goods remain at the Supplier's risk
- GridCore may return them at the Supplier's cost
- GridCore may elect to retain surplus Goods at a **fair and reasonable** price not exceeding the Purchase Order rate

## 5.8 Acceptance

Acceptance is not deemed to occur until **21 days** after Delivery. GridCore may reject Goods upon discovery of latent defects.

## 6. Risk, Property and Insurance

### 6.1 Risk

Goods remain at the Supplier's risk until:

- Delivery,

- unloading, and
- stacking (if required)

and until a proof-of-delivery note is signed by GridCore.

## 6.2 Title

Title passes to GridCore:

- on Delivery, or
- if payment is made prior to Delivery, upon payment

Where payment precedes Delivery, the Supplier shall provide a **vesting certificate** upon request.

## 6.3 Insurance of Goods

The Supplier must insure Goods to their **full replacement value** until Delivery.

## 6.4 Supplier Insurance Requirements

Unless otherwise stated, the Supplier must maintain:

- **Product Liability Insurance** — £10,000,000 minimum
- **Public Liability & Employer's Liability Insurance** — £10,000,000 minimum
- **Contract Works / All-Risks Insurance** — full Contract value (if applicable)
- **Professional Indemnity Insurance** — £10,000,000 minimum (for design services)
- **Airside Insurance** — £50,000,000 minimum (if working Airside), or higher if specified

## 6.5 Evidence of Insurance

The Supplier must provide evidence of insurance upon request. If the Supplier fails to maintain adequate insurance, GridCore may obtain cover and recover the cost.

## 7. Price

### 7.1 Contract Price

The price stated in the Purchase Order:

- is exclusive of VAT
- includes all packaging, shipping, carriage, insurance and Delivery
- includes all duties, imports and levies (except VAT)

- is fixed and firm for the duration of the Contract

Where Incoterms apply, Delivery at Place (DAP) is the default unless otherwise stated.

## 7.2 Price Variations

The Supplier may **not** increase prices unless:

- GridCore's Representative gives prior written consent, and
- an amended Purchase Order is issued

## 8. Payment

### 8.1 Works

#### 8.1(a) Site Inspection

The Supplier is deemed to have inspected and examined the Site, including:

- ground conditions
- services
- physical obstructions
- access constraints

This inspection is deemed to be included in the price.

#### 8.1(b) Applications for Payment

The Supplier shall submit applications for payment in the format and frequency specified in the Purchase Order or as instructed by GridCore's Representative.

#### 8.1(c) Valuation

Payments will be based on:

- the value of Works properly executed
- agreed variations
- Dayworks (where applicable and pre-approved)

#### 8.1(d) Payment Terms

GridCore will pay valid invoices in accordance with the payment terms stated in the Purchase Order.

#### 8.1(e) Withholding

GridCore may withhold payment for:

- defective Works
- incomplete Deliverables
- non-compliance with Contract requirements
- failure to provide required documentation (e.g., warranties, insurance evidence, RAMS, O&M manuals)

### **8.1(f) Final Account**

The Supplier must submit the final account within **6 months** of Completion.

## **9. Warranty**

### **9.1 Warranty Period**

The Supplier warrants that all Goods, Services and Works shall:

- conform to the Contract and specification
- be free from defects in design, material and workmanship
- be fit for their intended purpose
- comply with all applicable laws and standards

The warranty period shall be:

- **12 months** from GridCore's acceptance of the Goods,
- or 12 months from initial normal operation,
- or any other period agreed in writing, whichever is later.

### **9.2 Remedy of Defects**

During the warranty period, the Supplier shall, at its own cost:

- repair or replace defective Goods
- re-perform defective Services
- make good defective Works

All associated costs, including labour, materials, access, removal, reinstallation and testing, shall be borne by the Supplier.

### **9.3 Urgent Remedial Action**

If a defect presents an immediate risk to safety, operations or property, GridCore may carry out remedial work without prior notice. The Supplier shall reimburse GridCore for all reasonable costs.

## 9.4 Extended Warranty

Any repaired or replaced Goods, or re-performed Services, shall carry a **new 12-month warranty** from the date of correction.

## 10. Confidentiality

### 10.1 Confidential Information

The Supplier shall treat as confidential all information obtained from GridCore, including:

- technical information
- commercial information
- pricing
- specifications
- Personal Data
- any information marked or reasonably understood to be confidential

### 10.2 Restrictions on Use

The Supplier shall not:

- disclose Confidential Information to any third party
- use Confidential Information for any purpose other than fulfilling the Contract

without GridCore's prior written consent.

### 10.3 Permitted Disclosures

Disclosure is permitted only:

- to Supplier Personnel who need the information to perform the Contract
- where required by law or regulatory authority

The Supplier must ensure its personnel comply with these confidentiality obligations.

### 10.4 Return or Destruction

Upon request or upon termination, the Supplier shall:

- return all Confidential Information, or
- destroy it and certify destruction

unless retention is required by law.

## **11. GridCore Property**

### **11.1 Ownership**

All materials, equipment, tools, drawings, specifications and data supplied by GridCore (“GridCore Property”) remain the property of GridCore.

### **11.2 Use of GridCore Property**

The Supplier shall:

- use GridCore Property only for the purposes of the Contract
- keep it safe, secure and in good condition
- not copy, modify or dispose of it without written consent

### **11.3 Loss or Damage**

The Supplier is responsible for any loss of or damage to GridCore Property while in its possession or control and shall repair or replace such property at its own cost.

### **11.4 Intellectual Property**

All intellectual property rights arising from the performance of the Contract shall vest in GridCore unless otherwise agreed in writing.

## **12. Termination**

### **12.1 Termination for Convenience**

GridCore may terminate the Contract in whole or in part at any time by giving written notice to the Supplier. GridCore shall pay the Supplier for:

- Goods Delivered and accepted
- Services properly performed
- Works properly executed

No payment shall be due for loss of profit, loss of business or consequential loss.

## 12.2 Termination for Cause

GridCore may terminate the Contract immediately if the Supplier:

- commits a material breach of the Contract
- fails to remedy a breach within a reasonable period after notice
- becomes insolvent, enters administration or liquidation
- fails to Deliver Goods or perform Services/Works on time
- fails to maintain required insurance
- engages in bribery, corruption or unlawful conduct

## 12.3 Consequences of Termination

Upon termination, the Supplier shall:

- cease all work
- return GridCore Property
- deliver all completed and partially completed Goods, Services or Works
- provide all documents, data and information reasonably required by GridCore

GridCore may complete the Contract itself or appoint others, and recover all additional costs from the Supplier.

## 12.4 Survival

Clauses relating to confidentiality, indemnity, intellectual property, warranties and data protection shall survive termination.

## 13. Term

### 13.1 Duration

The Contract commences on the Commencement Date and continues until:

- all Goods have been Delivered,
- all Services have been performed,
- all Works have been completed,

unless terminated earlier in accordance with the Contract.

## 13.2 Continuing Obligations

Any obligations which by their nature are intended to continue after expiry (including confidentiality, warranties, indemnities and data protection) shall remain in force.

# 14. Assignment

## 14.1 Supplier Restrictions

The Supplier shall not:

- assign,
- transfer,
- subcontract, or
- otherwise dispose of

any of its rights or obligations under the Contract without GridCore's prior written consent.

## 14.2 Subcontracting

Where subcontracting is permitted:

- the Supplier remains fully responsible for the acts and omissions of subcontractors
- subcontractors must comply with all Contract requirements

## 14.3 GridCore Assignment

GridCore may assign or transfer its rights or obligations at any time without the Supplier's consent.

# 15. Force Majeure

## 15.1 Definition

A Party is not liable for failure or delay in performing obligations where such failure is caused by a **Force Majeure Event**, including:

- natural disasters
- war, hostilities or acts of enemies
- riot or civil commotion
- rebellion or insurrection

- acts of government or regulatory authority
- events beyond reasonable control

## 15.2 Notification

The affected Party must:

- notify the other Party promptly,
- describe the Force Majeure Event, and
- provide an estimate of its duration

## 15.3 Mitigation

The affected Party shall use **all reasonable endeavours** to mitigate the effects of the event.

## 15.4 Termination for Prolonged Force Majeure

If a Force Majeure Event continues for more than **30 days**, GridCore may terminate the Contract immediately.

## 16. Living Wage

### 16.1 Compliance

Where applicable, the Supplier shall:

- pay the **Living Wage** (as defined by the Living Wage Foundation)
- implement any revised Living Wage rate by the **LW Implementation Date**

### 16.2 Evidence

GridCore may request evidence of compliance, including payroll records or written confirmation.

### 16.3 Subcontractors

The Supplier shall ensure all subcontractors also comply with Living Wage requirements.

## 17. General Data Protection Regulation (GDPR)

### 17.1 Roles

Where the Supplier processes Personal Data on behalf of GridCore:

- GridCore is the **Data Controller**

- The Supplier is the **Data Processor**

## 17.2 Compliance

The Supplier shall comply with all **Data Protection Legislation**, including:

- UK GDPR
- Data Protection Act 2018
- PECR Regulations

## 17.3 Processing Requirements

The Supplier shall:

- process Personal Data only on GridCore's documented instructions
- implement appropriate technical and organisational measures
- ensure confidentiality of personnel
- assist GridCore with data subject rights
- notify GridCore of any data breach without undue delay
- delete or return Personal Data upon request

## 17.4 Sub-processing

The Supplier shall not appoint sub-processors without GridCore's prior written consent.

## 17.5 International Transfers

Personal Data shall not be transferred outside the UK without GridCore's written approval and appropriate safeguards.

## 18. Bribery

### 18.1 Compliance with Law

The Supplier shall comply with:

- the Bribery Act 2010
- all applicable anti-bribery and anti-corruption laws

### 18.2 Prohibited Conduct

The Supplier shall not:

- offer, give or receive bribes
- engage in corrupt practices
- offer inducements to GridCore employees

## 18.3 Reporting

The Supplier must promptly report any suspected breach.

## 18.4 Consequences

Any breach entitles GridCore to:

- terminate the Contract immediately
- recover all losses arising from the breach

## 19. Off-Payroll Working (IR35)

### 19.1 Compliance

Where the Supplier provides individuals to perform Services, the Supplier shall comply with:

- the off-payroll working rules (IR35)
- all HMRC requirements

### 19.2 Status Determination

GridCore may issue a **Status Determination Statement (SDS)**. The Supplier must ensure compliance with the SDS.

### 19.3 Indemnity

The Supplier indemnifies GridCore against all tax, penalties, interest or liabilities arising from non-compliance.

## 20. General Provisions

### 20.1 Notices

Notices must be:

- in writing,

- delivered by hand, post or email,
- sent to the address stated in the Purchase Order

## **20.2 Waiver**

Failure to enforce any right does not constitute a waiver.

## **20.3 Severability**

If any provision is invalid or unenforceable, the remainder of the Contract remains in force.

## **20.4 Entire Agreement**

The Contract constitutes the entire agreement between the Parties.

## **20.5 No Partnership**

Nothing in the Contract creates a partnership, joint venture or employment relationship.

## **20.6 Governing Law**

The Contract is governed by the laws of **England and Wales**. The Parties submit to the exclusive jurisdiction of the English courts.

## Schedule 1 — Details of Data Processing Activity

### 1. Subject Matter

Processing of Personal Data in connection with the supply of Goods, Services or Works under the Contract.

### 2. Duration

For the duration of the Contract and any retention period required by law.

### 3. Nature and Purpose of Processing

- storage
- transmission
- access
- analysis
- reporting
- any other processing necessary to fulfil the Contract

### 4. Types of Personal Data

May include:

- names
- contact details
- identification numbers
- payroll or employment information
- any other data provided by GridCore

### 5. Categories of Data Subjects

May include:

- GridCore employees
- Supplier Personnel
- subcontractors
- customers or end-users

## **6. Obligations and Rights of GridCore**

As set out in the Contract and Data Protection Legislation.