### DEFINITION

e Conditions: cation Suggestion\* means the Company's preliminary advice following a Customer or Owner query regarding the potential application of ts and/or Systems in the Works and which is prepared using the Company's design methods but is based on limited information and is not do to be used for construction; lication\* means issuing certificates under standard civil engineering forms of contract including, but not limited to interim valuation certificates on of time certificates, practical completion certificates, certificates for making good defects at the conclusion of the defects fability period and a

Company means Tensar International Limited.

"Company" means Tensar International Limited Tensar International Tensar Internati

"inspection" means visiting a site to review the Works by observing and monitoring quality, progress and adequacy of construction means and work methods:
"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to see for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Owner" means the person or company who owns the Works or a person or company authorised to represent the interests of the Owner including the consulting engineer, geotechnical consultant or construction contractor;
"Owner" means the person or company who have the Works or a person or company authorised to represent the interests of the Owner including the consulting engineer, geotechnical consultant or construction contractor;
"Owner" means all thought and property of the part supplies the provided to the Customer by or on behalf of the Company, whether manufactured by "Services" means all property of the part supplies and provided to the Customer directly or through other project stakeholders) or its representatives that supports the specification, supply and/or installation of Products and/or Systems;

"Site Visit" means alterndance at the Customer's construction site by the Company to the specification, supply and/or installation of Products and/or Systems;

"Site Visit" means attendance at the Customer's construction of works in accordance with design and specification requirements or advice on specified aspects of the Works relating only to the installati

\* means the Owner's overall project in which the Company is engaged to supply Deliverables in respect to part of the civil works componen CONTRACTS

s\* means the Owner's owneril project in which the Company is engaged to supply Deliverables in respect to part of the civil works component. CONTRACTS
Any quotation, estimate or submission given by the Company in respect of any of its Deliverables is an invitation to the Customer or make an ofter only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company.

Any contract howsever made, between the Company and the Customer ("Contract") shall incorporate and be subject to these Conditions and receipt of any of Deliverables by the Customer shall be deemed to be conclusive proof that the Customer has accepted these Conditions and receipt of any of Deliverables to the three Conditions shall govern relations between the Company and the Customer in relation of the Customer in customer in relation of the Customer in the Customer in customer in the Customer 2.3

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- PRICES
  Unless otherwise stated in a written quotation, order acknowledgement, invoice or on the Company's current price list:
  the price of Defiverables is exclusive of value added tax ("VAT"), which will be charged at the applicable rate; and
  the price of the Products and Systems is inclusive of the cost of the Services.
  If after the date of the Company's acceptance of an order any increase occurs in the costs necessarily incurred by the Company in supplying
  Products including but not limited to products, materials, labour, transport or other items including overheads, which the Company has to pay or
  incur in the performance of its obligations hereunder, then the amount of any increase in such costs shall be added to the Contract price.
- incur in the performance of its obligations hereunder, then the amount of any increase in such costs shall be added to the Contract price.

  Where the price of Deliverables has been stated in the Company's quotation or order acknowledgement based on stated production runs and/or specific delivery periods, the Company reserves the right to vary the price for Deliverables should the Customer order different quantities from those stated and/or require delivery over a different period.

  The cost of any variation or modification in the design, specification, materials or drawings of Products and/or Systems, or any development thereof requested by the Customer after the date of the Company's acceptance of the order, shall, if such variation or modifications are acceptance by the Customer, PAYMENT 3.3
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- 4.4

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- The cost of any variation or modification in the design, specification, materials or drawings of Products and/or Systems, or any development thereof requested by the Company, be borne by the Customer.

  PAYMENT

  Unless otherwise stated in writing, payment of the Contract protos for Deliverables shall be due in cash, by chaque or by electronic transfer not later than the last day of the month following the month in which Products, Designs and Systems are delivered, and if the Contract provides for tase than the last day of the month following the month in which Products, Designs and Systems are delivered, and if the Contract provides for termination of any one Contract shall entitle the Customer to repudate or cancel any other Contract or instalment. Payment in full for Deliverables does despatched shall be made notwithstanding that such Deliverables do not include all Products set out in the Contract and notwithstanding that title to Products may not have passed to the Customer.

  Time for payment shall be of the essence and any failure by the Customer to make payment to the Company on the due date shall entitle the Company, at its option and without prejudice to any other of its rights, to suspend delivery of any outstanding Products and Services pending payment and/or treat the Contract as repudiated.

  Unless otherwise agreed in writing, the Customer to the entitled to set off against any monies due to the Company under any Contract any amount claimed by or due to the Customer from the Company, whether pursuant to a Contract or on any other account whatsoever.

  The Company shall be entitled to charge interest on all overdue amounts at the rate of 2% (per cent) over the base rate for the bising of payment had been formally demanded or judgment entered. All legal costs, charges and expenses incurred by the Company in recovering any debts shall to be paid by the Customer on a full indemnity basis.

  POELIVERY AND RISK

  Though the Company will use all reasonable endeavours to comply with any date or dates for despat 5.4
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- In the event of the Customer:
  notifying the Company of its inability to accept delivery of any Products; or
  failing to give adequate delivery instructions when required to do so; or
  failing to collect Products sold Exvortes; or
  requesting postponement of delivery which is agreed to by the Company,
  Products will be stored at the sole risk and expense of the Customer as from the time of the relevant notification, failure or agreement and the
  Company shall make a reasonable charge for storage thereof, provided that, if the Customer fails to collect or accept delivery of Products
  are part thereof which there mornitor to written the company that Products are ready for collection or delivery, the Company
  are part thereof with three mornitor to written or the company that Products are ready for collection or delivery, the Company
  of saile thereof if sold towards payment of all sums due to the Company under any Control of saile thereof if sold towards payment of all sums due to the Company under any Control.
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- 7.1.2 7.2

- 7.3.1 7.3.2
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- of sale thereof if sold towards payment of all sums due to the Company under any Contract.

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  Notwithstanding that the risk in Products passes to the Customer in accordance with Condition 5.9, sole and absolute ownership in the Products shall remain vested in the Company until whichever shall be the first to occur of the following:
  payment being made to the Company in full for Products and Systems (together with any applicable VAT and any interest claimed) and no other become the company in t 7.4
- the Company
  The Company shall at any time be entitled to appropriate any payment made by the Customer in respect of any Deliverables supplied to the
  Customer by the Company in settlement of such invoices or accounts as the Company may in its absolute discretion think fit, notwithstanding
  any purported appropriation to the contrary by the Customer
  Nothing in this Condition 7 shall give the Customer the right to return any of Products without the Company's prior consent.
  The rights and remedies conferred upon the Company by this Condition 7 are in addition to, and shall not in any way prejudice, limit or restrict,
  any other rights or remedies of the Company under these Conditions or any Contract. 7.5
- 7.6 7.7

- ACCEPT ANCE

  Without prejudice to the Company's rights under Condition 8.3, the Customer shall be deemed to have accepted Products as being in conformity with the Contract and shall be bound to pay for them unless written notice of rejection thereof is received by the Company within fourteen days of receipt or completion, as the case may be. Products accepted by the Customer and subsequently be tertured.

  If after notice of rejection has been given, the Customer deals with Deliverables in a manner that is inconsistent with such rejection or with the ownership of Products by the Company, the Customer shall be deemed to have accepted Deliverables and be bound to pay for them.

  Where any Deliverables (or any part thereof) are shown, to the satisfaction of the Company, to be deemed defective by reason of failure to correspond with the Company's specification, faulty materials or workmanship or design, within a period of twelve months from the date of their original despatch or supply, (fair wear and tear excepted) the Company shall at its sole option either:

  deliver replacement Products to the Customer free of charge, or provided that the Company's shall accept no liability for any claims (whether under this Condition 8.3 or otherwise under these Conditions) unless: 8.3

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- the Customer shall notify the Company in writing within fourteen days of becoming aware thereof; and if so required by the Company, all defective Products are first returned to the Company's premises, carriage paid by the Customer (to be refunded by the Company) if satisfied that Products are defective); and Products shall have been properly and correctly stored and/or used or applied in accordance with the Company's specification or instructions and under normal conditions of use prevailing in the UK; and the total price to Detertables was paid by the duc date; and the total price to Detertables was paid by the duc date; and the total price to Detertables was paid by the duc date; and the total price to Detertables was paid by the duc date; and the total price to Detertables was paid by the duc date; and the total price to Detertables was paid by the duc date; and the total price to Detertables was paid by the duc date; and the total price to the price of the detertable of the company of the duction of the claims for loss or damage of Waterver nature and whether direct or indirect or consequential which the Customer has or may have (including but not timeled to loss of price to faiblity to third parties). Unless otherwise expressly stated, the Company does not quarantee that the illustrations, weights and dimensions specified in the Company is considered to the Company (and the products of the inspecification that may be made from time to time. The Company will use reasonable in the Company and the products of the products due to improvements and modifications to Products or any performance liquies or statements then, in the Original Products due to improvement and modifications related to the Company and the products due to improvement and modifications related to Products due to improvement and modifications related to the products due to improvement and modifications related to the products due to improvement and modifications related to the Company and the products due to improvement and modifications rela
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- systems. The Customer does not rely on any comment, suggestion, information or advice which does not specifically relate to Products and/or Systems. The Customer acknowledges and agrees that the Services are provided on the basis of reasonable skill and care and not on the basis of freasonable skill and care and not on the basis of freasonable skill and care and not on the basis of freasonable skill and care and not on the basis of freasonable skill and care and not on the basis of freasonable skill and care and not on the basis of times sfor purpose outcome.

  The Company may, at the request of the Customer in any way as implying a filtness for purpose outcome.

  The Company may, at the request of the Customer, Owner or other stakeholder provide an Application Suggestion or Designs to support the use and installation of Products and/or Systems. The Customer acknowledges that an Application Suggestion is based on limited and incomplete and unsubstantiated information and is not meant for and must not be used as the basis for construction is solely at the Customer's risk.

  The Customer acknowledges and agrees that Designs solely relate to the application and installation of Products and/or Systems. The Customer acknowledges and agrees that Designs have been prepared based upon information and assumptions provided to the Company by third parties. The Customer acknowledges and agrees that the Company cannot verify and gives no warranty presentation or undertaking in relation to the accuracy of any third party information, and shall not be lable for any errors or omissions resulting from incorrect third party information used as the basis for Designs.

  The Customer alknowledges and agrees that so or Designs of the purpose of enabling the Customer determine whether Products or Systems might conceptually be used in construction of the Works. The Customer acknowledges and agrees that any software ("Software") provided by the Company to the Customer is for the purpose of enabling the Customer acknowledges and agrees that
- Indicationed will immericately freely the Curipany of any changes to finite party easily, specimicator, construction of other factors and production of the Curipany of any software ("Software") provided by the Company to the Decisioner is for the purpose of enabling the Customer determine whether Products or Systems might conceptually be used in construction of the Works. The Customer uses any Software provided by the Company at its own risk.

  The Customer hereby indemnifies the Company for any loss or damage of any nature whatsoever caused as result of the:
  use of Designs other than for the application and installation of Products and/or Systems, the use in whole or in part of any third party design, advice, training or related services in connection with any part of the Works involving Products, Systems or Designs; and the construction of the Works or any part thereof; and Customer's used of the Software Company of changes impacting Designs; and 9.7

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- CONSTRUCTION SERVICES

  CONSTRUCTION SERVICES

  CONSTRUCTION SERVICES

  CONSTRUCTION SERVICES

  CONSTRUCTION SERVICES

  The Customer, agents and/or sub-contractors before or during construction of the transit of the Works relating to Deliverables.

  The Customer acknowledges its obligation to adequately inform and educate itself, its agents and sub-contractors concerning instellation methods, safety, risks and integration of Deliverables in the Works and risks relating to the installation of Products and/or Systems. The Customer acknowledges and agrees that the Company does not offer and is not obliged to provide supervision, inspection and/or Certification services of any part of the Works and that nothing shall be implied that constitutes any such service by sub-centractors during any Site visit, any observation of the Works or advice related thereto provided by the Company and/or any of its agents and/or sub-contractors during any Site visit, the discontine of any such advice provided by an authorised representative of the Company during or following the Site Visit.

  The Customer acting on unconfirmed verbal advice; and the Customer, its agent's or sub-contractors failure to correctly install Products and/or Systems.

  COMPLETION

  Though the Company will use all reasonable endeavours to comb/ with any date of deliver or agent's and any such advices.
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- the Customer, its agent's or sub-contractor's failure to correctly install Products and/or Systems.

  COMPLETION
  Though the Company will use all reasonable endeavours to comply with any date or dates for rendering or completion of Services as stated in the Contract or communicated to the Customer, unless the Company otherwise expressly provides in writing, such date or dates shall constitute only statements of expectation and shall not be binding and accordingly any failure by the Company to render or complete Services by such date or dates shall not be a breach or reputation of the Contract and the Company shall not be liable for any loss or damage of whatsoever kind suffered by the Customer as a result of such failure.

  INTELLECTUAL PROPERTY RIGHTS

  As between the Customer and the Company, all Intellectual Property Rights and all other rights in Deliverables shall be owned by the Company. Such Intellectual Property Rights and so the permission of the Company.

  CONFIDENTIALITY

  The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are da a confidential inature and have been disclosed to the Customer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Customer may obtain.

  The Customer may disclose such information:

  to its employees who need to know such information of the customer of carrying out the Customer's obligations under any Contract and
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- 13.2.2 13.3 13.4 13.5
- and as may be required by law, court order or any governmental or regulatory authority, but then only to the extent so required. The Customer shall ensure that its employees to whom it discloses such information comply with this Condition 13. The Customer shall not use any such information for any purpose other than to perform its obligations under any Contract. Unless otherwise agreed between the parties in writing, the Customer acknowledges and agrees that any visit to any and/or all of the Customer's sites by or on behalf of the Company will be solely for the purposes of marketing and relationship development LIABILITY
- LIABILITY

  The Company shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect, special, or consequential loss or damage or for any of the following losses or damages, in any such case arising out of, or in connection with, these conditions or anticipated profits; loss of actual or anticipated profits; loss of anticipated savings; loss of anticipated savings;

- loss of business opportunity:
  loss of anticipated savings:
  loss of goodwill; or
  injury to reputation.
  Subject to Condition 14.1, the entire liability of the Company arising out of or in connection with a Contract whether in contract, tort
  (including negligence or breach of statutory duy) or otherwise, is limited to an aggregate figure of £5,000,000.
  The Company's liability under this Condition 14 shall be in let of any warranty or condition implied by law as to the quality of fitness for any
  particular purpose of any Deliverables and, save as provided in this Condition, the Company shall not be under any liability, whether in
  contract, but or otherwise, in respect of defectes or deficiencies in any Deliverables or for any any large or loss resulting from such defects or
  deficiencies or form any work done in connection therewith.
  Save as provided in these Conditions and except as aforesaid, the Company shall not be under any liability whether in contract, but or
  otherwise in respect of defects or deficiencies or from any work done in connection therewith.
  Save as provided in these Conditions and except as aforesaid, the Company shall not be under any liability whether in contract, but or
  otherwise in respect of defects or deficiencies or from any work done in connection therewith (including but not limited to loss of profit,
  liability to third parties and any loss or damage to the Customer's land or property.)

  CUSTOMER'S DEFAULT OR INSOLVENCY
  The Company reserves the night to cancel any Contract, or at its option suspend performance in whole or in part
  until satisfactory references or security for the price have been given and or property.

  This Condition 15 applies it.

  He Customer commits or threatens to commit a breach of any of the provisions contained in these Conditions or any other of its other
  obligations to the Company; or 14.3

- 18.2.1 the Condition 15 applies it:

  18.2.1 the Condition 15 applies it:

  28.2.1 the Condition 15 applies it:

  28.2.1 the Condition 15 applies it:

  28.2.2 the Condition 15 applies it:

  28.2.3 the Condition 15 applies it:

  28.2.4 the Condition 15 applies it:

  28.2.4 a receiver, imanager, sequestration, derivativative receiver or other similar officer or other encurribancer takes possession of, or is appointed over, or any distress, execution, attachment or other process is levied or enforced (and not being discharged within five days) upon, against or in respect of, the whole or any material part of the assess, rights or revenues of the Customer.

  28.2.5 a petition or other form of application is presented or made at court for the making of an administration order or the appointment of an administrator of the Customer or an administrator of the Customer is appoint such an administrator in the Customer is appointed or notice of the administrator of the Customer or an administrator of the Customer is appoint such an administrator of the Customer is appoint such an administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is a point such an administrator in administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is one of the customer is a point such an administrator of the Customer is one administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is a point such an administrator of the Customer is a such as a

- Customer commences negotations win one or more or its creditors win a view to the general readjustment or rescheduling or all or part or its debis; the Customer classes to trade; any event equivalent to those in Conditions 15.2.1 to 15.2.8 (inclusive) occur in relation to the Customer in any jurisdiction; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer and in the company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer of Services in the contract of a policy sharp, without projudice to any right or remedy available to the Company, the Company shall be entitled to terminate the Contract or at its option to suspend the rendering or completion of Services under this or any other Contract with the Customer without any liability to the Customer, invoice the Customer for all Services rendered to the date of such suspension and the province immediate payment of all amounts then invoiced by the Company to the Customer (notwithstanding any previously negotiated credit terms to the contract).

# contrary). FORCE MAJEURE

FORCE MALEURE

The Company shall not be in any way liable for any loss, damage or delay occurring by reason or in consequence of any force majeure or other matter or event beyond the Company's control including but not limited to liabour trouble (whether or not involving employees of toorpany), shorting of the present material or other supplies, civil commotion, governmental restrictions or regulations, fire or natural catastrophes. In such circumstances, performance of the relevant Contract shall by written notice be suspended and, if such suspension continues for longer than 30 days, and there parely shall have the option to terminate the relevant Contract whoult liability for any loss caused to the other at such termination, except that where Products have been specially obtained for the Customer and, in the Company's reasonable opinion, there is no readily available market for them, the Company shall be entitled to charge the Customer for the costs and expenses incurred in respect of those Products. The Customer shall pay at the Contract rate for all Products delivered up to and including the date of such supplementations or termination.

- WAIVER
  No omission or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or of any other right power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

  SEVERANCE
- 18. f at any time any one or more of the provisions of the Conditions become invalid illegal or unenforceable in any respect under any law the ralldity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. 19. VARIATION
- or alteration of any of the provisions of a Contract or these Conditions shall be effective unless it is in writing and signed by or each party.
- 22
- ASSIGNMENT.

  ASSIGNMENT assign any Contract or any part of it to any person, firm or company.

  The Customer shall not be entitled to assign any Contract or any part of it without the prior written consent of the Company, not to be unreasonably withheld.

  CONTRACT'S (RIGHTS OF THIRD PARTIES) ACT 1999

  The parties to any Contract do not intend that rany term of that Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

  GOVERNINGL LAW

  Any Contract under these Conditions shall be governed by and construed in accordance with the laws of England and the Customer hereby interecably solutins to the jurisdiction of the English Courts.

  Any written notice under these Conditions given by one party to the other shall be sufficiently made or given by delivery by hand or be sending the same by ordinary pre-paid first class letter post to the last known registered office or principal place of business and if so hand delivered shall be deemed to be given upon delivery and if so sent shall be deemed to be given two days after the date of posting.