

Arup Global Terms and Conditions for the Supply of Goods and Services

1. Interpretation

The following definitions and rules of interpretation apply to the terms and conditions.

1.1 Definitions:

Arup Materials: has the meaning set out in clause 5.3(i).

Business Day: a day other than a Saturday, Sunday or any other day that is deemed public holiday in the Relevant Jurisdiction.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.10.

Contract: the contract between the Arup and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions unless otherwise agreed in writing by both parties.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the date specified in the Order, or, if none is specified, the date specified in the Supplier's proposal or, if none specified, within 30 days of the date of the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any quantities, related plans and drawings, that is agreed in writing by Arup and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and [neighbouring and] related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up

and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: Arup's business policies set out at <https://www.arup.com/about-us/corporate-reports/policies/>

Order: Arup's order for the supply of Goods and/or Services, as set out in Arup's purchase order form.

Relevant Jurisdiction: the jurisdiction in which the purchasing Arup entity is incorporated.

Services: the services, including any Deliverables, to be provided by the Supplier as set out in the purchase order form or any Contract.

Supplier: the person or firm from whom Arup purchases the Goods or Services or Goods and Services.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written excludes fax but not email.

2. Basis of contract

2.1 For the avoidance of doubt, where Arup and the Supplier have agreed in writing that alternative terms and conditions shall apply in respect of any purchase order, those terms and conditions will take precedence over the terms and conditions outlined below.

2.2 The Order constitutes an offer by Arup to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
 - (b) any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.6 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Arup, expressly or by implication, and in this respect Arup relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for a minimum of 12 months after delivery; and
- (d) comply with all applicable legal requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 Arup reserves the right to inspect and test the Goods. Should Arup determine, as a result of any inspection or testing, that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Arup will notify the Supplier. The Supplier must then promptly undertake necessary remedial actions to ensure compliance. Arup may perform additional inspections and tests following the Supplier's remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires Arup to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during Business Hours or as instructed by Arup.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, Arup may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, Arup may at its sole discretion reject the Goods or the excess Goods,

- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Arup accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.5** The Supplier shall not deliver the Goods in instalments without Arup's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Arup to the remedies set out in clause 6.1.
- 4.6** Title and risk in the Goods shall pass to Arup on completion of delivery.
- 5. Supply of Services**
- 5.1** The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to Arup in accordance with the terms of the Contract.
- 5.2** The Supplier shall meet any performance dates for the Services specified in the proposal or that Arup notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3** In providing the Services, the Supplier shall:
- (a) co-operate with Arup in all matters relating to the Services, and comply with all instructions of Arup;
 - (b) perform the Services with reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Arup expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Arup, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Arup's premises;
 - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Arup to the Supplier (**Arup Materials**) in safe custody at its own risk, maintain Arup Materials in good condition until returned to Arup, and not dispose of or use Arup Materials other than in accordance with Arup's written instructions or authorisation;
 - (j) not do or omit to do anything which may cause Arup to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Arup may rely or act on the Services; and
 - (k) comply with any additional obligations as set out in the Service Specification.
- 6. Arup remedies**
- 6.1** If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, Arup shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by Arup in obtaining substitute goods or services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by Arup which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Arup shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by Arup in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Arup arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, Arup shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by Arup in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Arup arising from the Supplier's failure to comply with clause 5.3(d).

6.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

6.5 Arup's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by law.

7. Arup's obligations

7.1 Arup shall:

- (a) provide the Supplier with reasonable access at reasonable times to Arup's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. Charges and payment

8.1 The price for the Goods:

- (a) shall be the price set out in the Order; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Arup.

8.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Arup, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Arup to inspect such records at all reasonable times on request.

8.4 In respect of the Goods, the Supplier shall invoice Arup on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Arup on completion of the Services. Each invoice shall include such supporting information required by Arup to verify the accuracy of the invoice, including the relevant purchase order number.

8.5 In consideration of the supply of Goods and/or Services by the Supplier, Arup shall pay the invoiced amounts within 30 days of the date of a correctly

rendered invoice to a bank account nominated in writing by the Supplier.

8.6 Provided that the Supplier submits to Arup a satisfactory Value Added Tax (VAT) invoice, Arup will pay to the Supplier in respect of all payments the total amount of VAT properly chargeable by the Supplier on the supply to Arup of any Goods or Services under any Contract.

8.7 Subject only to Clause 8.6 above, the price for the Goods and/or the charges for the Services are inclusive of any tax, duties, fees, levies and other impositions, imposed in any jurisdiction to which the Goods and/or Services may relate. The Supplier undertakes to pay all such tax, employment claims (including without limitation income tax), National Insurance contributions, social security contributions, statutory sick pay, holiday pay, duties, fees, levies and other impositions (including without limitation in relation to IR35 where applicable) arising under or in connection with any Contract and to indemnify Arup against any cost, claim, expense, liability fine or interest in respect of any failure by the Supplier to do so.

8.8 If any payment due under the Contract is not made by the due date, the defaulting party shall pay interest on the overdue amount at 1.5% over the Secured Overnight Financing Rate (SOFR) but at 1.5% a year for any period when the SOFR rate is below 0%. Interest will be calculated on a daily basis from the due date until the date of actual payment. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.

8.9 Arup may at any time, without notice to the Supplier, set off any liability of the Supplier to Arup against any liability of Arup to the Supplier arising under the Contract. Any exercise by Arup of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Intellectual property rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Arup Materials) shall be owned by the Supplier.

9.2 The Supplier grants to Arup, or shall procure the direct grant to Arup of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Arup Materials) for the purpose of receiving and using the Services and the Deliverables.

9.3 Arup grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Arup to the Supplier for the term of the Contract for the purpose of providing the Services to Arup.

9.4 The Supplier acknowledges that all rights in Arup Materials are and shall remain the exclusive property of Arup.

10. Indemnity

10.1 The Supplier shall indemnify Arup against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Arup arising out of or in connection with:

- (a) any claim made against Arup for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Arup Materials);
- (b) any claim made against Arup by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against Arup by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such

claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

- 10.2** This clause 10 shall survive termination of the Contract.
- 11. Insurance**
- 11.1** During the term of the Contract and until final acceptance of the Goods or Services, the Supplier shall maintain in force, with a reputable insurance company authorised to do business in the Relevant Jurisdiction, insurance coverage which will protect itself and Arup from any claims which may arise out of or in connection with any Contract. This shall include but not be limited to employers' liability insurance, professional indemnity insurance, product liability insurance and public liability insurance (or Relevant Jurisdiction equivalents) and the Supplier shall produce to Arup on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The cancellation provisions of the certificate(s) shall state that the policies will not be cancelled at any time before expiration without 30 days written notice to Arup. Failure to provide the required certificate(s) or maintain the required insurance coverage will authorise Arup, upon seven days' notice to the Supplier and opportunity for the Supplier to cure its breach, to acquire insurance at the Supplier's expense and deduct the cost from payments due Supplier under any Contract. Compliance with relevant laws and policies
- 11.2** In performing its obligations under the Contract, the Supplier shall:
- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - (b) comply with the Mandatory Policies.
- 11.3** Arup is committed to a culture of ethical conduct and transparency as part of its mission to shape a better world through right and honourable dealings. Should you witness any unethical conduct or behaviour by Arup or any of its officers or employees please report such incident in accordance with Arup's Speak Up Procedure. Subject to the Relevant Jurisdiction, you may make your report confidentially. Once a report

is made, Arup will investigate and respond accordingly.

12. Data protection

- 12.1** Both parties will comply with any and all applicable data protection laws. Where necessary, a separate data protection agreement will be executed. If the parties agree a separate data processing agreement, the terms of such data processing agreement shall take precedence over this Clause 12.

13. Termination

- 13.1** Without affecting any other right or remedy available to it, Arup may terminate the Contract:
- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier commits a breach of clause 11.2.
 - (b) for convenience by giving the Supplier 30 days' written notice.
- 13.2** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14. Consequences of termination

- 14.1** On termination of the Contract, the Supplier shall immediately deliver to Arup all Deliverables whether or not then complete and return all Arup Materials. If the Supplier fails to do so, then Arup may enter the

Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

14.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time during the Contract and for a period of 2 years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure

results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

17. General

17.1 Assignment and other dealings.

(a) Arup may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

(b) The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Arup.

17.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Arup. If Arup consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.3 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)

(b) Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by next working day delivery service, at 09.00 on the second Business Day after posting

17.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible,

- achieves the intended commercial result of the original provision.
- 17.5 Waiver.**
- (a) Except as set out in clause 2.6, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.7** The Supplier acknowledges and warrants that its appointment under any Contract is as an independent contractor and shall not be deemed employment and/or create a relationship of employment between the Parties.
- 17.8 Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.]
- 17.9 Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any third party rights to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 17.10 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 17.11 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Relevant Jurisdiction.
- 17.12 Jurisdiction.** Each party irrevocably agrees that the courts of the Relevant Jurisdiction shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.