DEFINITION

In thes "Appli Produc 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 be used for construction; leation* 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 latibly period and a

Common to some communicates, practical completion certificates, certificates for making good defects at the conclusion of the defects liability period and a final certificate.
"Company" means Tensar International Limited:
"Conditions" means the terms and conditions set out herein, any terms or conditions expressly stated in or on, or expressly incorporated by reference into, the Company's order acknowledgement and the Customer hereby acknowledges that it has not relied on any statement, warranty or representation as to the use, function or state of Deliverables including but not limited to promotional or trade literature, drawings, published performance figures and design suggestions emanating from the Company or other body with whom the Company contracts for the supply of Deliverables;
"Deliverables" means Tehrass that duations and instructions prepared by the Company to be used by the Customer for construction including the edisphone to the supply of Deliverables;
"Deliverables" means Tehrass that dualitions and statement warrapts or construction including the design, materials specification and full working drawings based on a design brief agreed between the Company and the Customer's representative.
"Ex Works" means the presen, preveduations and instructions prepared by the Company; being either (i) at the premises of Tensar Manufacturing Limited or (ii) third party warehouses norminated by the Company;

"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, utilly models, copyright and related rights, rights indegeness, rights business and domain names, rights in trade dress or getup, rights in goodfull or to use for passing off. Undira competition rights, rights in devide response or getup, rights in conflicting and property rights, mach set whether registred or unregistered and including all applications for and renewals or extensions of such rights, rights in devidents of the work?. "Owner" means the person or company of how myst the Works or a person or company authorised to represent the interests of the Owner including the consulting angineer, globacthrical consultant or construction contractor. "Owner" means applications, installation, design or construction contractor: "Sorvies" means application, installation, design or construction advec, installation training. Application Suggestion or Designs provided by the Company to the users a tendence at the Customer's construction advec, installation training. Application Suggestion or Designs provided by the Company to the transa attendance at the Customer's construction asite by the Company or its employees to provide tendencial comments or advice on specified aspects of the Works relating only to the installation of visual of construction and performance of related duties as required with the ability and authority to direct and coordinate the construction of works in accordance with design and specification requirements; "System Components" means attendance at the floations means construction of works in accordance with design and specification requirements; "System Components" means attendance at the floations the products and/or systems; "System Components" means attendance at the individual products manufactureed by or in behalf of the Company, combined with applications to

" 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

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- ar means the Owner's overall 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 to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or sitemate or otherwise shall be binding on the Company unless and until it is accepted by the Company. Any contract however 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 by the Company. Any contract however 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 in the absence of any other terms and conditions, warranties and representations, whether written or crait, expressed or the implied, aven if contained in any of the Customer's documents which purport to provide that the Customer's on therms and conditions. The Customer's accuments which purport to provide that the Customer's on therms and conditions. The Customer's and there accunveledges and agrees that the Company to burstomer shall be construed by the Customer's and 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 Deliverables is axclusive of value added tax (*V4T*), 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, about unspect 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 increases in such costs shall be added to the Contract price. 3.3
- 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 Corpany's quotation or order achowledgement 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 accepted by the Customer. PAYMENT 3.4
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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. PartNeTM Unless otherwise stated in writing, payment of the Contract prior for Deliverables shall be due in cash, by cheque or by electronic transfer not later than the task day of the month looking the month in which Products. Designs and Systems are delivered, and if the Contract prior development in which Products. Designs and Systems are delivered, and if the Contract provides for determination of any one Contract shall entitle the Customer to repudate or cancel any other Contract or Instainment. Payment in full for Deliverables do not include all Products set out in the Contract and notwithstanding that title to Products may not have passed to the Customer to make payment to the Company on the due date shall entitle the Customer to make payment and the Company on the due date shall entitle the Company, at its option and without prejudice to any other of its rights, to suppend delivery of any outstanding Products and Services pending ayment and/or treat the Contract as repudated. Unless otherwise agreed in writing, the Customer to make payment to a Contract or on any other account whatsever. The Company where the substant to a Contract or on any other account whatsever. The South of Souther South and Services pending work and count of the full and a law interest accomption on the full as the tarever of life cost on one of the associal and the second and predicts and second and the Company in recovering any detes shall be paid by the Customer on a full indemnity basis. **DELIVEEY NOT SIS** 5. 5.1
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In the event of the Customer: nothing 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 E-works; 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 thered, provided that, if the Customer fails to collect or accept delivery of Products shall be entitled without preducto to its other remedies under the Company under any Contract. **When Shall be entitled** without preducts on its other remedies under the Company under any Contract. **TILE**

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- of sale hered if sold towards payment of all sums due to the Company under any Contract.
 TTLE
 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 undi Wichever 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
 the Customer adjusted of the Company in full for Products and Systems (together with any applicable VAT and any interest claimed) and no other
 the Customer adjusted of Products to the Customer adjusted on the ordinary course of business (in which case ownership shall only be deemed to have passed to the
 Customer upon delivery of Products to the Customer's customer).
 Subject as later provided, the Customer may, at any time after delivery, use, sell or agree to sell Products deviced to the Customer in the
 ordinary course of business even though the amount invoiced for Products has not been paid in full.
 Unil ownership and latore Products, as balle in a fiduciary capacity to the Company;
 the Customer shall store Products, as balle to the Customer:
 the Customer adjusted products, as balle in a fiduciary capacity to the Company;
 the Customer shall store Products by as bower of sale and use by notice to the Customer is used unit in payment of any sum
 whatsower due to the Company (interscole the power of sale and use by notice to the Customer is not easil) to the Customer;
 or (whether or not any agreed credit period has expired) if the Company has bane fide doubte as to the solveroy of the Customer;
 ond tottmind on the Customer's power of sale and use, the Customer's premises and/or at the site relevant to the Works or under its
 control that belower to the Company; and the Company shall be entited, without incurring any lability to the Customer.
 Doubted the company is any the advected to the Customer is not easile any Enductus
 is advected to the Company a 7.4
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- 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 invices 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 contract. 7.6 7.7 ACCEPTANCE
- **8.** 8.1 8.2
- all CEPT ANCE Without prevides to the Company singhs under these Contatures to any Contact. Without prevides to the Company's rights under Condition 8.3, the Customer shall be deemed to have accepted Products as being in conformity with the Contrast and shall be bound to pay for them unless written notice of rejection thered is received by the Company within forureen days of receipt or completion, as the case may be. Products accepted by the Customer rannot subsequently be returned. If after notice of rejection has been given, the Customer shall be deemed to have accepted by the Customer rannot subsequently be returned. Where any Deliverables (or any part thered) are shown, to the satisfaction of the Company, the Customer shall be deemed deliverables correspond with the Company's specification, faulty materials or vorkimanship or design, within a period of twelve months from the date of their original despatch or supply, (far 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 pecification, faulty of charge. 8.3
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- the Customer shall notify the Company in writing within fourteen days of becoming aware hered; 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 of astisfied that Products are directive); 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 liability of the Company under this Condition 3 shall be accepted by the Customer in substitution for and to the exclusion of any other claims for loss or damage of whatever nature and whether direct or indirect or consequential which the Customer has or may have (including but to timited to loss of profit or liability to third parties). Unless otherwise expressly stated, the Company does not guarantee that the illustrations, weights and dimensions specified in the Company's catalogues or in any relevant drawings or documents supplied by the Company will acease be identical with Products are in functional but on only the Customer of any material alterations to any standard specifications releting to Products. If the Company expressly guarantees the accuracy of any performance ligures or statements then, in the sented to a nesconable endeavours to notify the Customer any of the Company's tade attements there, in the sented to a nesconable endeavours to configure 6 to conditions to be notify the Orden any of the Company's tade attements then, in the sented to a nesconable repetion and the Company on peliverables under any of the Company's tade attements on any product and met to the Customer any right or licence to use or apply such trade marks or names (whether registered or not) shall not confer upon the Customer any right or licence to use or apply such tade marks or names (whether registered or not) shall not confer upon the Customer and industs the exponent provide any or all of these lis 84
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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 skil and care and not on the basis of finess for µpropes. No conduct, action, statement or advice the Company, its employees or agents might provide the Company from time to time shall imply or be construed by the Customer in any way as implying a fitness for µpropes or uccme. The Company may, at the request of the Customer or advice the Customer 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 constructing any part of the Works involving Products and/or Systems and that the use of an Application Suggestion for construction is solely at the Customer's risk. The Customer acknowledges and agrees that Designs have been prepared based upon information and assumptions provides to the Company by third parties. The Customer acknowledges and agrees that the Company connot verify and gives no warranty, representation or undertaking in relation to the accuracy of any third party information, and shall not be lable for any errors or omissions resulting from incorrec third party information used as the basis for Designs. The Customer acknowledges and agrees that so foltware') provided by the Company to the Customer is for the purpose of enabling the customer designs.
- 9.7
- Inter Customer with Internetication (new) the Company to any creatings to third party design, specinication, construction of order lactors that The Customer acknowledges and agrees that any software ("Software") provided by the Company to the Customer 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 the own risk. The Customer hereby indemnifies the Company to rany loss or damage of any nature whatsover caused as result of the: use of Designs of ther 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 hereor; and customer's use of the Systems or the Software in the construction of the Works involving Products, System of the Software.
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- - 9.8.3 9.8.4
- 9.8.5 **10.** 10.1
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- CONSTRUCTION SERVICES CONSTRUCTION SERVICES CONSTRUCTION SERVICES CONSTRUCTION SERVICES CONSTRUCTION SERVICES The Customer acknowledges its obligation to adequately inform and educate itself, its agents and sub-contractors before or during construction of that part of the Works relating to Deliverable. The Customer acknowledges its obligation to adequately inform and educate itself, its agents and sub-contractors concerning installation 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 noting shall be implied that constitutes any such service by any conduct including Site Visit, any observation of the Works or advice related thereto provided by the Company and/or any of its against and/or sub-contractors thormation of any such advice provided by an authorised representative of the Company daming on YSIE Visit, but the Customer acting on unconfirmed verbal advice; and the Customer acting on sub-contractors failung to the company tandrof systems. COMPLETION Though the Company will use all reasonable endeavours to complex times and/or Systems. 10.3
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- the Customer, its agents or sub-contractor's failure to correctly install Products and/or Systems. **COMPLETON** Though the Company MII 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 binding and accordingly any failure by the Company to render or complete Services by such date or dates shall not be binding and accordingly any failure by the Company to render or complete Services by such date or dates shall not be binding and accordingly any failure by the Company to render or complete Services by such date or dates shall not be binding and accordingly any failure by the Company to render or complete Services by such date or dates shall be customer as a result of such failure. **INTELLECTUAL PROPERTY ROHS1** As between the Customer and the Company, all Intellectual Property Rights and all other rights in Deliverables shall be owned by the Company. Such dates or dates of the Customer and the Company. **CONFDENTIATY** The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents, consultants or subcontractors and any other confidencial information concerning the Company's business or its products which the Customer may obtain. The Customer and the down such information solely for the purposes of carrying out the Customer any obtain under any Contract; and 12.
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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 purpse of hore 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 **14.** 14.1
- LIABILITY LABILITY LABILITY LABILITY LABILITY LABILITY in our solely for the purposes of marketing and relationship development The Company shall not be liable in contract, tort (including negligence or breach of statulory 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 business opportunity; loss of anticipated savings;
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- loss of arbicipated savings; loss of arbicipa 14.3
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- 11.2.2 In the Condition 15 applies it: 15.2.1 the Condition 15 applies it: 15.2.1 the Construct recomms or threatens to commit a breach of any of the provisions contained in these Conditions or any other of its other 15.2.1 the Construct recomms or the the Company; or more than 10 applies to the provisions contained in these Conditions or any other of its other 15.2.1 the Construct recomms or the the Company; or more the Company is not paid on its due date for payment, or 15.2.3 the Construct representations of the investment of the other party is otherwise dissolved.
 15.2.4 a receiver, manager, sequestrator, administrative receiver or other similar officer or other encurbancer takes possession d, or is appointed over, or any distress, execution, attachment or other process is levide or enforced (and not being discharged within five days) upon, against or in respect d, five whole or any material part of the assess, rights or revenues of the Customer;
 15.2.5 a petition or other form of application is presented or made at court for the making of an administration or dare or supported or marker at the party to be used on the action trace of the support on dare or support of the other party is a petition or other or the appointed or marker at the table possession of the torm of application is presented or made at court for the making of an administration or the counts and administration or the counts and on the support table, or suspends the count of the state of this counts or is disclosed for found to be insolvent as set out in section 123 of the Insolvency. Act 1986 or stops or suspends the count of the same or is disclosed for boy on the part whin 14 days;
 15.2.7 any more ment or composition with its creditions (including any voluntary arrangement as defined in the lower any table, or ather and thus reconstruction or any intervent of the same or any proceedings are commenced in relation to the Customer or any steps are taken to obtain or enter into the same or any proceedings are commenc Lusioner commerces negotiations with one or more or its creations with a vew to the general reaciustment or reschedung of all or part or its debis; the Gustomer ceases 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 Diffection of Service and the customer and notifies the of this Condition 15 applies them, without prejudice to any right or remedy available to the Company, the Company halt 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 label's ub the Customer, invoice the Customer for all Services rendered to the date of such suspension and require immediate payment of all amounts then invoiced by the Company to the Customer (notwithstanding any previous) regotiated credit terms to the contrary.

FORCE MAJEURE 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 labour trouble (whether or not involving employees of the Company), shortage of their area material or other supples, 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, either party shall have the option terminate the relevant Contract whoul liability for any loss caused to the other at such termination, except that where Products have been specially detained for the Customer and, in the Company's reasonable incurred in respect of those Products. The Customer shall be antied to charge the Customer for the costs and expenses incurred in respect of the retermine that the contract rate for all Products delivered up to and including the date of such sugerstion 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

I 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 validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

on behalf to reach party. ASSIGNMENT ASSIGNMENT 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 wreasonaby withheld. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1939 The parties to any Contract do not intend that any term of that Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1939 by any person that is not a party to it. GOVERNING LAW Any Contract under these Conditions shall be governed by and construed in accordance with the laws of England and the Customer hereby invescubly abuinties to the jurisdiction of the Englisher 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-partie litter post on the lask nown registered office or principal piace 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.

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.

SGC/MANDP/34617/120032/UKW/25223618.1

contrary). FORCE MAJEURE

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VARIATION

ASSIGNMENT

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