

## **Supplementary Terms Pursuant to Clause 14 of the SCS JV Purchase Order Conditions**

- 1.1 These Supplementary Conditions apply by virtue of clause 14 of the SCS JV Purchase Order Conditions.
- 1.2 Words and expressions used within this Supplementary Terms shall have the same meaning and interpretation as used in the Purchase Order Conditions except expressly stated otherwise.
- 1.3 These Supplementary Conditions are to be read along with the SCS JV Purchase Order Conditions and the SCS JV Terms and Conditions for Equipment Hire. These Supplementary Terms shall apply when the Equipment to be hired is named below.

### **2. Mobile cranes (wheeled and crawler mounted)**

- 2.1 Parties acknowledge and shall apply British Standard 7121 Code of Practice for the Safe Use of Cranes (“BS 7121”) or any amendment or replacement British Standard that may be published from time to time in carrying out the mobile crane operations.
- 2.2 The Supplier shall supply a crane or support vehicle that meets the Purchaser’s specifications on the date(s) and to the Purchaser site specified in the Purchase Order. The Supplier acknowledges that it is aware of the purpose for which the crane or support vehicle is required as set out in the Specifications and warrants that the crane or support vehicle provided is suitable for the purpose, is well maintained and serviced and that shall provide the Purchaser with the most recent inspection records in accordance with regulations and industry best practice.
- 2.3 Except otherwise provided in the Purchase Order, the Supplier shall be responsible for supplying, erecting and dismantling the jibs or ballast and this is included in the price set out in the Purchase Order.
- 2.4 If specified in the Purchase Order, the Supplier shall provide adequate and suitable lifting accessories required for purpose set out in the Purchase Order.
- 2.5 The Purchaser shall be responsible for the ground conditions at the Purchaser’s site on which the crane shall operate and shall be liable to ensure that such ground conditions are suitable for the crane operations provided that the Purchaser’s liability are limited in the following circumstances:
  - 2.5.1 where the Supplier has provided advice or information on suitability of any ground conditions with the crane, the Supplier shall be liable for the accuracy of such information and any costs or damages incurred because of reliance on such information.

- 2.5.2 where the Supplier is specified in the Purchase Order to provide the crane lifting services. In such circumstance the Supplier shall appoint a suitably qualified person with experience in lifting (the Appointed Person), who shall determine the suitability of the ground conditions and the liability for the decision of the Appointed Person shall be borne by the Supplier.
- 2.6 In accordance with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307 including any amending or replacement regulations) and BS 7121, the Purchaser shall be responsible for planning, supervising and controlling the lifting operations, including the preparation and distribution of risk assessments, method statements and for the safe slinging of the goods to be lifted or handled, provided that the Supplier shall use its best endeavours to assist the Purchaser in meeting its obligations under the regulation. This clause shall not apply in the following circumstance:
- 2.6.1 where the Supplier is specified in the Purchase Order to provide crane lifting services and has chosen the Appointed Person. In such circumstance the Appointed Person shall be responsible for planning, supervising, and controlling the lifting operations, including the preparation and distribution of risk assessments, method statements and for the safe slinging of the goods to be lifted or handled and the Supplier shall be liable for the actions of the Appointed Person.
- 2.7 If the Supplier, is required to provide an operator and/or other workers, the Supplier shall be responsible to ensure that the operator and such other workers holds all licences required by industry best practice and all qualifications and certifications required by law. The Supplier warrants that the operator shall adhere to all policies of the Purchaser especially the Purchaser's policy on health and safety, drugs and alcohol use and use of audio equipment's on the Purchaser's site.
- 2.7.1 Where the operator and other workers provided by the Supplier are under the supervision of the Purchaser's personnel, they shall carry out all instructions issued by the supervisor.
- 2.7.2 The Purchaser may at its sole discretion, require the replacement and/or removal of the operator or other workers from the Purchaser's site, provided that adequate consideration is given to health and safety and such request for replacement or removal is not vexatious.
- 2.8 Except the Supplier has been notified in writing by the Purchaser that the crane operations or any part of it, is covered under the composite insurance policy for the HS 2 project, the Supplier shall maintain insurance of an appropriate level to cover for its liability under these terms and for the full cover of the crane against usual risks and shall contain a general endorsement for Indemnity to Principals under which the Purchaser is covered.

### **3. Concrete Pumping**

- 3.1 Parties acknowledge the application of the Management of Health and Safety at Work Regulations 1999 (SI 1999 No. 3242); and the Provision and Use of Work Equipment Regulations 1998 (SI 1998 No. 2306) to the provision of the concrete pumping machine and Supplier shall use its best endeavours to assist the Purchaser to meet its obligations under these regulations.
- 3.2 The Supplier shall supply concrete pumps and associated plant (Pumps) that meets the Specifications attached to the Purchase Order on the date specified and the Purchaser site stated therein.
- 3.3 Except provided otherwise in the Purchase Order, the Supplier shall be responsible for the delivery and set up of the Pumps, including the provision and set up of all scaffold and ladders required for the proper execution of work, and shall also safely dismantle such set up at the end of the hire period and this is included in the price set out in the Purchase Order.
- 3.4 The Supplier shall ensure the pump capacity meets the Specification and uses set out by the Purchaser. Any concrete blockage or chock within the Pump will be the responsibility of the Supplier and shall be calculated as down time.
- 3.5 The Purchaser shall be responsible for the ground conditions and for specifying the location of the pump. The Purchaser shall also be responsible for the provision of water at Purchaser site for the pump, the cement and cement mixtures.
- 3.6 Both Parties shall adhere to and assist each other using best endeavours to meet the responsibilities set out Code of practice for the safe use of concrete pumps- BS 8476:2997 subject to the terms of this agreement.
- 3.7 If the Supplier, is required to provide an operator and/or other workers, the Supplier shall be responsible to ensure that the operator and such other workers holds all licences required by industry best practice and all qualifications and certifications required by law. The Supplier warrants that the operator shall adhere to all policies of the Purchaser especially the Purchaser's policy on health and safety, drugs and alcohol use and use of audio equipment's on the Purchaser's site.
  - 3.7.1 Where the operator and other workers provided by the Supplier are under the supervision of the Purchaser's personnel, they shall carry out all instructions issued by the supervisor.
  - 3.7.2 The Purchaser may at its sole discretion, require the replacement and/or removal of the operator or other workers from the Purchaser's site, provided that adequate consideration is given to health and safety and such request for replacement or removal is not vexatious.

3.8 Except the Supplier has been notified in writing by the Purchaser that the Pump operations or any part of it, is covered under the composite insurance policy for the HS 2 project, the Supplier shall maintain insurance of an appropriate level to cover for its liability under these terms and for the full cover of the Pump against usual risks and shall note the shall contain a general endorsement for Indemnity to Principals under which the Purchaser is covered.

#### **4. Tower Cranes**

4.1 Parties acknowledge and shall apply British Standard 7121 Code of Practice for the Safe Use of Cranes (“BS 7121”) or any amendment or replacement British Standard that may be published from time to time in carrying out the mobile crane operations.

4.2 The Supplier shall supply a Tower Crane which meets the Purchaser’s specifications on the date(s) and to the Purchaser site specified in the Purchase Order. The Supplier acknowledges that it is aware of the purpose for which the crane is required as set out in the Specifications and warrants that the crane provided is suitable for the purpose.

4.3 The Supplier shall ensure that the Tower Crane is well maintained and serviced and shall provide the Purchaser with the most recent inspection records in accordance with regulations and industry best practice.

4.4 Except otherwise provided in the Purchase Order, the Supplier shall be responsible for supplying, erecting the crane and the hire will begin once the crane has been erected, tested and commissioned, provided that the appropriate entries have been completed and signed in the site’s statutory register. The hire will continue until terminated in accordance with the SCS JV Conditions for Equipment Hire.

4.5 If specified in the Purchase Order, the Supplier shall provide adequate and suitable lifting accessories required for purpose set out in the Purchase Order.

4.6 The Purchaser shall be responsible for the ground conditions at the Purchaser’s site on which the crane shall operate and shall be liable to ensure that such ground conditions are suitable for the crane operations, where a base foundation is required, the design of any base or foundation shall be checked in accordance with Category 2 of Table 1 of BS 5975 - Code of practice for temporary works procedures and permissible stress design of falsework. Provided that the Purchaser’s liability is limited in the following circumstances:

4.6.1 where the Supplier has provided advice or information on suitability of any ground conditions with the crane, the Supplier shall be liable for the accuracy of such information and any costs or damages incurred because of reliance on such information.

4.6.2 where the Supplier is specified in the Purchase Order to provide the crane lifting services. In such circumstance the Supplier shall appoint a suitably qualified person with experience in supervising lifting service (the Appointed Person), who shall

determine the suitability of the ground conditions and the liability for the decision of the Appointed Person shall be borne by the Supplier.

- 4.7 In accordance with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307 including any amending or replacement regulations) and BS 7121, the Purchaser shall be responsible for planning, supervising and controlling the lifting operations, including the preparation and distribution of risk assessments, method statements and for the safe slinging of the goods to be lifted or handled, provided that the Supplier shall use its best endeavours to assist the Purchaser in meeting its obligations under the regulation. This clause shall not apply in the following circumstance:
- 4.7.1 where the Supplier is specified in the Purchase Order to provide crane lifting services and has chosen the Appointed Person. In such circumstance the Appointed Person shall be responsible for planning, supervising, and controlling the lifting operations, including the preparation and distribution of risk assessments, method statements and for the safe slinging of the goods to be lifted or handled and the Supplier shall be liable for the actions of the Appointed Person.
- 4.8 If the Supplier, is required to provide an operator and/or other workers, the Supplier shall be responsible to ensure that the operator and such other workers holds all licences required by industry best practice and all qualifications and certifications required by law. The Supplier warrants that the operator shall adhere to all policies of the Purchaser especially the Purchaser's policy on health and safety, drugs and alcohol use and use of audio equipment's on the Purchaser's site.
- 4.8.1 Where the operator and other workers provided by the Supplier are under the supervision of the Purchaser's personnel, they shall carry out all instructions issued by the supervisor.
- 4.8.2 The Purchaser may at its sole discretion, require the replacement and/or removal of the operator or other workers from the Purchaser's site, provided that adequate consideration is given to health and safety and such request for replacement or removal is not vexatious.
- 4.9 Except the Supplier has been notified in writing by the Purchaser that the crane operations or any part of it, is covered under the composite insurance policy for the Employer - HS 2 Limited, the Supplier shall maintain insurance of an appropriate level to cover for its liability under these terms and for the full cover of the crane against usual risks and shall contain a general endorsement for Indemnity to Principals under which the Purchaser is covered.