**TERMS AND CONDITIONS OF PURCHASE**

These Terms and Conditions of Purchase are comprised of the following sections:

1. **General Terms & Conditions of Purchase**
   - **TERMS AND CONDITIONS OF PURCHASE**
   - **Section C – Purchase of Services**, which (in addition to Section A) apply to the purchase of Sale Goods and hire of Hire Goods;
   - **Section B – Purchase or Hire of Goods**, which (in addition to Section A) apply to the purchase of Goods;
   - **Section D – Purchase of Works**, which (in addition to Section A) apply to the purchase of Works.

**SECTION A – General Terms & Conditions of Purchase**

1. **Definitions and Interpretation**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment Order</td>
<td>means a purchase order or other written instruction issued by Innospec (or a written agreement with the Supplier) which amends an Order;</td>
</tr>
<tr>
<td>Completion Date</td>
<td>means the date or dates specified in the Order by which Performance must be completed;</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>means any information of a confidential nature embodied in data, technical knowledge, specifications, chemical and physical compositions, formulations, blends, materials, raw materials, process information, know-how, ideas, plans, drawings, designs and other communications, in tangible or non-tangible form, relating to or useful in connection with the Goods, the Services, the Works, the Site and/or the development, processing, production and/or marketing and sales of any of Innospec’s compositions, products and technologies (including the Goods) and any substance derived from or incorporating any of Innospec’s compositions, products and technologies (including the Goods) and/or the operation of the Site disclosed or provided by Innospec to the Supplier and all information not in the public domain concerning Innospec, its business and its technical or commercial know-how which the Supplier may become aware of pursuant to the Contract or in the course of quoting for, tendering for, or fulfilling the Order;</td>
</tr>
<tr>
<td>Contract</td>
<td>means the contract (incorporating these Terms and any document referred to in the Order) between Innospec and the Supplier for the purchase and/or hire (as the case may be) of the Items;</td>
</tr>
<tr>
<td>Employees</td>
<td>means any and all employees of the Supplier and of the Subcontractors;</td>
</tr>
<tr>
<td>Goods</td>
<td>means Hire Goods and/or Sale Goods as the case may be, as set out in the Order;</td>
</tr>
<tr>
<td>Hire Goods</td>
<td>means any and all goods which are to be taken on hire by Innospec from the Supplier under the Contract, as specified in the Order;</td>
</tr>
<tr>
<td>Innospec</td>
<td>means Innospec Performance Chemicals Europe Limited whose registered office is at Innospec Manufacturing Park, Oil Sites Road, Ellesmere Port CH65 4EY, England;</td>
</tr>
<tr>
<td>Innospec Materials</td>
<td>means all materials which are provided or paid for by Innospec and which are to be incorporated in Sale Goods or Works;</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>means all the rights in products of the human intellect, including in respect of trade marks, service marks, trade names, logos, get-up, inventions (whether patentable or not), patents, utility models, trade secrets, know-how (including confidential technical, industrial and commercial information in any form), designs, copyright works, as well as any other intellectual property rights of whatsoever nature which may subsist in any part of the world; and includes, where such rights are obtained or enhanced by registration, any registration of the above and applications and rights to apply for such registration, as well as any confidential information relating to that subject matter and the word “Intellectual Property” shall have a corresponding meaning;</td>
</tr>
<tr>
<td>Items</td>
<td>means Sale Goods and/or Hire Goods and/or Services and/or Works (as the case may be), as set out in the Order;</td>
</tr>
<tr>
<td>Laws</td>
<td>means all applicable laws, statutory instruments, regulations, directives, codes of practice and standards, including (without limitation), the Bribery Act 2010, export controls and the Data Protection Act 1998;</td>
</tr>
<tr>
<td>Order</td>
<td>means Innospec's purchase order or written instruction for (or written agreement with the Supplier in respect of) the purchase and/or hire of Items together with all documents referred to therein and including any variations thereto made by an Amendment Order;</td>
</tr>
<tr>
<td>Performance</td>
<td>means delivery of Goods and/or provision of the Services and/or provision of the Works (as the case may be);</td>
</tr>
<tr>
<td>Price</td>
<td>means the price payable to the Supplier for the Items;</td>
</tr>
<tr>
<td>REACH</td>
<td>means European Community Regulation (EC) 1907/2006 on the Registration, Evaluation, Authorization, and Restriction of Chemical Substances;</td>
</tr>
<tr>
<td>Sale Goods</td>
<td>means any and all goods which are to be purchased by Innospec from the Supplier under the Contract, as specified in the Order and/or any goods, whether or not so specified, which are to be supplied to Innospec in connection with the Works (as the case may be);</td>
</tr>
<tr>
<td>Services</td>
<td>means any and all services which are to be purchased by Innospec from the Supplier under the Contract, as specified in the Order and/or any services, whether or not so specified, which are to be supplied to Innospec in connection with Goods and/or Works (as the case may be);</td>
</tr>
<tr>
<td>Site</td>
<td>means Innospec’s premises;</td>
</tr>
<tr>
<td>Subcontractors</td>
<td>means any and all agents and permitted subcontractors of the Supplier;</td>
</tr>
<tr>
<td>Supplier</td>
<td>means the person, firm or company to whom the Order is issued;</td>
</tr>
<tr>
<td>Terms</td>
<td>means these terms and conditions of purchase, together with any amendments hereto which may be agreed by Innospec and the Supplier;</td>
</tr>
<tr>
<td>Working Day</td>
<td>means any day between the hours of 9.00am and 5.00pm (U.K. time) other than a Saturday, Sunday or public holiday in England; and</td>
</tr>
<tr>
<td>Works</td>
<td>means any and all work to be undertaken by the Supplier under the Contract, as specified in the Order;</td>
</tr>
</tbody>
</table>

1.2 In these Terms, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

1.3 The headings in these Terms are for convenience only and shall not affect their construction or interpretation.

1.4 Any reference to a statutory provision or regulation includes a reference to the statutory provision or regulation (as the case may be) as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision from time to time.

2. **Formation and Incorporation**

2.1 These Terms are the only terms and conditions on which Innospec is prepared to deal with the Supplier, and shall govern the Contract to the entire exclusion of all other terms and conditions. No terms and/or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgment or acceptance of the Order, brochure, specification or other document shall form part of any of the Contract and the Supplier waives any right which it otherwise might have to rely on any such terms and/or conditions.

2.2 Each Order is an offer to purchase and/or hire (as the case may be) the Items subject to these Terms, and acceptance of the Order, whether expressly or by conduct, shall be deemed to be an acceptance of (and not a counter offer to) such offer.

2.3 Any variation to these Terms shall have no effect unless expressly agreed by Innospec and the Supplier in writing and signed by a duly authorised representative of Innospec.

3. **Amendments to Orders**

3.1 Innospec may at any time make changes in respect of an Order (which may include, without limitation, changes in specifications, design, shipment, quantities, and place or time of Performance). Innospec shall issue an Amendment Order in respect of such changes, and if such changes result in an increase in the costs of, or the time required for, Performance by the Supplier, an equitable adjustment shall be made to the Price or the Completion Date (or both). Any such adjustment must be approved in writing by Innospec before the Supplier proceeds with the Performance of any such changes.

3.2 Innospec may by written notice reduce the quantity or change the nature of Items, cancel the Order or require the Supplier to suspend Performance if Innospec is prevented from, delayed in, the carrying on of its business (or any part thereof) through any circumstances beyond its reasonable control. The Supplier shall not be entitled to any additional remuneration, compensation or other right or benefit in respect of such reduction, cancellation or suspension.

3.3 Without prejudice to the generality of clause 3.2, the following shall be included as causes beyond Innospec’s reasonable control:

3.3.1 act of God, fire, explosion, flood, epidemic or accident;
3.3.2 a power failure or breakdown of plant or machinery;
3.3.3 governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, or sabotage;
3.3.4 import or export regulations or embargoes;
3.3.5 labour disputes or strikes; and
3.3.6 inability to obtain or difficulties in obtaining materials, transport, fuel, parts, machinery or labour.

4. **Price and Payment**

4.1 Unless otherwise stated, the Price shall be:

4.1.1 inclusive of all charges and expenses incurred by the Supplier in relation to the Items (including, without limitation, packing, shipping, loading, carriage, insurance, delivery to the relevant Site, travel and...
4.8 Innospec and its representatives shall, from the date of the Contract until the expiration of two years following the date of completion of the Work, make available to and at the request of Innospec, for the purposes of auditing the performance of this Contract, all books, accounts, copies of documents, information and data which Innospec may require.

5.4.4 authorise or allow the Subcontractors, the Employees or any other person to access, use, process or disclose any Confidential Information or any part thereof (a) if requested by Innospec at any time; (b) whenever a document is superseded by a further document; and (c) upon completion of Performance or upon termination of the Contract (whichever is earlier).

6.1.1 any breach by the Supplier of these Terms (including, without limitation, in respect of warranty in clause 9.1).

6.1.2 any act or omission (including negligence or breach of any statutory duty) of the Supplier, the Subcontractors or the Employees in effecting (or purporting to effect) Performance;

6.1.3 any claim by any third party that the Items infringe (or any use, resale, licence or incorporation of Goods infringes) any Intellectual Property Rights (except if, and to the extent that, such claim arises from any breach of these Terms, drawings, specifications or instructions provided to the Supplier by Innospec for the purposes of the Contract); and

6.1.4 any claim in respect of liability, loss, injury, death, damage, cost or expense sustained by any third party (including Innospec's employees and agents).

6.2 The Supplier shall (and shall ensure that the Subcontractors shall) for the duration of the Contract and for such period as may be necessary thereafter, provide the following minimum insurance cover with a reputable insurance company:

6.2.1 public liability insurance to a level of cover not less than £5 million per occurrence or series of occurrences arising from one event (unlimited in the insurance period);

6.2.2 product liability insurance to a level of cover not less than £5 million per occurrence or series of occurrences arising from one event; and

6.2.3 legal liability insurance for automobiles and motorised equipment used or furnished by the Supplier and/or the Subcontractors.

6.3 The Supplier shall insure Sale Goods (and any materials of Innospec) for the full replacement value thereof against all risks (including fire, explosion and theft) for so long as the risk therein shall be with the Supplier.

6.4 Unless otherwise stated in the Order or agreed by Innospec in writing, the Supplier shall at all times insure Hire Goods to the full replacement value thereof against all risks (including fire, explosion and theft) for so long as the risk therein shall be with the Supplier.

6.5 Each of the insurance covers referred to in clauses 6.1, 6.2 and 6.3 shall contain an ‘indemnity to principals’ clause with waives of rights of subrogation against Innospec and its employees.

6.6 The Supplier shall produce such evidence as Innospec may require to demonstrate compliance with the foregoing obligations of the Supplier with respect to insurance cover. Should the Supplier fail to maintain any such insurance, then Innospec shall be entitled (but not obliged) to insure against the relevant risks and deduct from any sums due to the Supplier under the Contract an amount equal to the premiums paid by Innospec in respect of such insurances.

7. Confidential Information and Intellectual Property Rights

7.1 Save if to the extent otherwise required by law, the Supplier shall keep in strict confidence all Confidential Information. The Supplier shall only use the Confidential Information in connection with the Contract and/or the Order and shall not disclose or permit any other person to do so.

7.2 All Intellectual Property Rights created under or arising out of the fulfilment of the Order by the Supplier, and all title thereto, shall be assigned to and vested in Innospec immediately upon the date of the Order or creation of the relevant Intellectual Property Right, as the case may be. Any Intellectual Property Rights are solely the property of Innospec and its successors in title. At the request of (and at no cost to) Innospec, the Supplier shall do all such acts and enter into any assignment or licence (including any licence, licence to use, licence to copy, licence to reproduce) of such further documents and instruments as may be necessary or desirable to enable Innospec to confer absolute title to and ownership of and to obtain the benefit of any Item and all Intellectual Property Rights in any Item to secure patent or other appropriate forms of protection for any New Item throughout the world.

7.3 The Supplier shall forthwith return or destroy (at Innospec’s option) the Confidential Information or any part thereof (a) if requested by Innospec at any time; (b) whenever a document is superseded by a further document; and (c) upon completion of Performance or upon termination of the Contract (whichever is earlier).

7.4 The Supplier shall not, without the prior written consent of Innospec:

7.4.1 use Innospec’s name, or any business or premises of Innospec for any purpose other than for properly fulfilling the Order;

7.4.2 advertise or publicly announce that it supplies or has supplied items to Innospec;

7.4.3 publish any data, performance reports, or any further details regarding the operation of the Contract;

7.4.4 use Innospec’s trade marks (other than in connection with the contract or the supplying of Goods or performance of Works) or any Confidential Information or anything which is the subject of the Contract.

7.5 The Supplier shall ensure that the Subcontractors and the Employees are subject to the same obligations of confidentiality as the Supplier under this clause 7 and provide that any breach of such obligations by any Subcontractors or Employees shall be deemed to be a breach of this clause 7 by the Supplier.

7.6 The Supplier represents and warrants that, as at the date of the Contract (or assignment if later):

7.6.1 it is or will be (as the case may be) the sole legal and beneficial owner of the rights assigned by the Contract;

7.6.2 all the assigned rights are subsisting and enforceable or will be (as the case may be) enforceable;

7.6.3 it has not assigned or licensed any of the rights assigned by this Agreement;

7.6.4 the rights assigned by this Agreement are free from any security interest, option, mortgage, charge or lien;
8. Performance

8.1 The Supplier shall effect Performance by the Completion Date, time being of the essence of the Contract.

8.2 The Supplier shall (at its own expense) provide such data as Innospec shall deem necessary to ensure that the Order will be completed by the Completion Date.

8.3 If the Supplier shall fail to commence Performance on the starting date specified on the Order or if it appears to Innospec (in its discretion) that the Supplier may not be able to complete Performance by the Completion Date, Innospec may cancel the Order or any part thereof in accordance with the provisions of clause 11.

8.4 Precise conformity of Items with the provision of these Terms is of the essence of the Contract, and Innospec shall be entitled to reject any Items which do not so conform, however, slight the breach may be.

8.5 Where Innospec accepts to perform in instalments, the Contract shall provide for a separate contract in respect of each instalment. However, notwithstanding the foregoing, failure by the Supplier to effect Performance in respect of any one instalment shall entitle Innospec (at its option) to treat the whole of the Contract as repudiated.

9. Warranties, Defects, Breakdowns and Remedies

9.1 The Supplier warrants to Innospec that Goods will conform in all respects with the provisions of clause 15.1, that the Services will conform in all respects with the provisions of clause 20.1 and that the Works will conform in all respects with the provisions of clause 23.1.

9.2 Without any other remedy which Innospec may have (whether under these Terms or otherwise), if Items do not so conform, or if the Supplier fails to comply with any of these Terms, Innospec shall be entitled to any one or more of the following remedies at its discretion (whether or not the whole or any part of the Goods, Services or Works has been accepted by Innospec):

9.2.1 to rescind the Order (or part thereof);

9.2.2 to reject the relevant Goods, Services or Works, in whole or in part (and, in the case of Goods, to return them to the Supplier, at the Supplier's risk and cost, on the basis that Innospec shall be entitled forthwith to a full refund or credit, as the case may be, for Goods so returned);

9.2.3 at Innospec's option, to require the Supplier (at the Supplier's expense) to remedy any defect in the relevant Items or to supply replacement goods or works and carry out any other necessary work to ensure that the Order is performed in accordance with these Terms;

9.2.4 at itself carry out, or to have carried out (in each case, at the Supplier's expense), any work necessary to make Items comply with the Contract;

9.2.5 to recover from the Supplier any additional costs and expenses which Innospec inures as a result of the Supplier's breach (including, without limitation, in respect of obtaining the relevant Items from another supplier); and

9.2.6 to refuse to accept any further Performance which the Supplier attempts to make, without any liability to the Supplier in respect thereof.

9.3 The Supplier shall promptly and properly undertake any maintenance or repairs to Items which are to be undertaken by it pursuant to these Terms.

9.4 The provisions of these Terms which relate to Items shall be deemed to apply (so far as is relevant) to any repairs to Items which are undertaken, and to any replacement goods which are provided, by the Supplier pursuant hereto.

10. Innospec Materials

10.1 All Innospec Materials shall:

10.1.1 remain the property of Innospec but on delivery of physical possession to the Supplier shall become at the risk of the Supplier and shall so remain until acceptance by Innospec of the Sale Goods or Works in which such materials are incorporated; and

10.1.2 where such materials are to be stored at the Supplier's premises, be clearly marked by the Supplier as Innospec's property and shall be stored separately from the Supplier's property in a safe and proper manner. The Supplier hereby irrevocably grants Innospec the right to enter upon all of the Supplier's premises (and those of the Subcontractors) at any time to remove any Innospec Materials.

10.2 The Supplier shall use any Innospec Materials in a proper and economical manner, in accordance with these Terms and for no other purpose whatsoever. Any surplus shall be accounted for to Innospec and disposed of in accordance with Innospec's instructions. Any waste, loss or damage to such materials caused by poor or inefficient workmanship or practice, or by any default of the Supplier in storing and maintaining such materials shall be made good at the Supplier's expense. Displacements thereof shall be of equivalent quality and specification and shall not be used or substituted without Innospec's prior approval.

11. Termination

11.1 Innospec shall be entitled at any time to cancel the Order in whole or in part by giving written notice to the Supplier, whereupon the Supplier shall forthwith cease any further fulfilment of the Order (unless and to the extent otherwise provided in the notice of cancellation).

11.2 In the event of any cancellation in accordance with clause 11.1, Innospec’s sole liability to the Supplier shall be to pay the Supplier on a pro-rata merit basis for such parts of the Order which have been fulfilled by the Supplier to Innospec’s satisfaction as at the date of cancellation, together with the costs of all goods and materials which have been procured reasonably by the Supplier from third parties for the purposes of fulfilling the Order and which the Supplier is unable to use as part of its stock-in-trade, and reasonable cancellation charges payable by the Supplier in respect of any Contracts properly in place for fulfilment of the Order, subject always to the Supplier taking all reasonable steps to mitigate its losses and liabilities. For the avoidance of doubt (but without prejudice to the foregoing) and without limitation, Innospec shall not be liable to the Supplier in respect of such cancellation for any loss of profit, loss of anticipated profit, loss of contract or any other direct, indirect or consequential loss whatever.

11.3 Title in Sale Goods (and in any goods and materials procured by the Supplier from third parties) paid for by Innospec in accordance with clause 11.2, or to be so paid for, shall pass forthwith to Innospec on the date of cancellation of the Order.

11.4 Innospec shall be entitled at any time to terminate the Contract forthwith by giving written notice to the Supplier if:

11.4.1 the Supplier breaches any of these Terms (regardless of the nature, type, materiality or duration of any such breach);

11.4.2 if the other party is unable to pay its debts when they become due or ceases to carry on business; or

11.4.3 if the other party enters into any arrangement with its creditors for the repayment of its debts; or

11.4.4 if in respect of the other party and on account of financial difficulties of the other party, an administration order is made or a receiver or manager is appointed; or

11.4.5 if the other party becomes bankrupt or in respect of the other party a winding up resolution is passed or a winding up order is made; or

11.4.6 if events or acts occur or are done in relation to the other party which are equivalent to any of those described in clauses 11.4.4 or 11.4.5 above; or

11.4.7 the Supplier ceases or threatens to cease to carry on its business; or

11.4.8 the financial position of the Supplier deteriorates to such an extent that in the opinion of Innospec the Supplier's capability adequately to fulfil its obligations under the Contract has been placed into jeopardy; or

11.4.9 there is a change in the control (as defined in section 840 of the Income and Corporation Taxes Act 1988) of the Supplier after the date of the Order; or

11.4.10 Innospec reasonably apprehends that any of the events mentioned above is likely to occur.

11.5 Any termination of the Contract (howsoever arising) is without prejudice to the rights and obligations of Innospec and the Supplier under the Contract which accrued prior to termination. The clauses in these Terms which expressly or impliedly have effect after termination of the Contract (including, without limitation, this clause 11.5 and clauses 1, 2, 4.8, 4.9, 5.6, 6.7, 9.1, 9.2, 10.1, 14.2, 11.6, 14.5, 18.22 and 25) will continue to be enforceable notwithstanding any such termination.

11.6 If, on any termination of the Contract (howsoever arising), any sums are owed to Innospec by the Supplier, the Supplier shall pay such sums without any deduction or set-off within 60 days of the date of such termination.

12. Assignment and Subcontracting

12.1 The Supplier shall not assign, transfer or sub-contract any of its rights and obligations under the Contract (or any part thereof) without Innospec's prior written consent. Innospec shall be entitled to grant or withhold such consent in its absolute discretion, and the granting of any consent may be subject to such conditions as Innospec shall determine.

12.2 Innospec shall be entitled to assign the Contract (or any part thereof) to any person, firm or company without the Supplier’s consent.

13. Notices and Documents

13.1 Unless otherwise expressly provided in these Terms, any notice or other communication to be given under the Contract shall be in English and given in writing and shall be validly given if sent by facsimile transmission or recorded delivery post (or by airmail where appropriate) to the address or facsimile number stated for Innospec and the Supplier respectively on the Order or to any address subsequently specified in writing for this purpose.

13.2 Any notice or communication shall be deemed served (in the case of service by post) on the second Working Day after the date of posting and (in the case of service by facsimile) on the next Working Day after transmission.

14. General

14.1 Unless otherwise specified by Innospec, all information and documentation to be provided by the Supplier (or the Subcontractor) pursuant to these Terms or otherwise in connection with the Order shall be in the English language.

14.2 The Supplier will comply with the Laws.

14.3 Any provision of these Terms which is held by a competent authority to be invalid, void or unreasonable (in whole or in part) shall be deemed to be severed from the other provisions of these Terms to the extent necessary, and any such provision shall not affect the validity and enforceability of the remainder of these Terms.

14.4 Failure by Innospec to enforce (or any delay by it in enforcing) any provision of these Terms in respect of any breach by the Supplier shall not be construed as a waiver of such breach and shall not affect Innospec's rights in respect of, or any subsequent, breach by the Supplier.

14.5 All aspects of the Contract (including, without limitation, its formation, validity, performance and construction) shall be governed by English law and the terms of the Uniform Conditions of Contract for International Tenders for the Supply of Goods (Vienna 1980) shall not apply. Innospec and the Supplier hereby irrevocably submit to the jurisdiction of the English courts (the decision of which shall be binding upon them).

14.6 Anti-Slavery. The Supplier shall comply with all applicable laws and regulations (including those concerned with related transparency and/or disclosure requirements) relating to the eradication of slavery, human trafficking and forced, bonded, indentured, involuntary, compulsory or child labour in all parts of its business. The Supplier agrees to treat its workers with
14.7 **Anti-Bribery and Anti-Corruption.** The Supplier shall ensure that all business is conducted free from any and all forms of corruption or bribery, including money laundering and fraud, and shall comply with all applicable anti-bribery and anti-corruption laws and regulations including without limitation the U.S. Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010. The Supplier shall notify Innopec immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause.

14.8 **Export Controls and Trade Sanctions.** The Supplier agrees to comply with all applicable export control and trade sanction laws and regulations, including but not limited to (a) U.S. Export Administration Regulations (EAR); (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) all applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; (d) U.S. anti-boycott laws; (e) the applicable export control rules, economic sanctions and other restrictive measures of the UK and of the European Union, as enforced by its Member States; and (f) all other applicable foreign laws and regulations.

The Supplier shall notify Innopec immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause. In such event, Supplier agrees that Innopec may in its sole discretion, terminate any and all of its obligations under these terms (regardless of whether Supplier has given notice as required by this section), and that Innopec shall not be subject to any liability as a result of, or in connection with any such termination.

14.9 **Data Protection.** The Supplier shall comply with all applicable privacy and data protection laws and regulations.

SECTION B – Purchase or Hire of Goods

15. Standards of Goods

15.1 Goods shall:

15.1.1 conform strictly as to quantity, quality and description stated in the Order and/or in any applicable specification supplied or advised by Innopec to the Supplier;

15.1.2 comply with the Laws (and be manufactured, packaged and delivered in accordance therewith) in particular where of a nature falling within the scope of REACH, have been appropriately pre-registered and registered in accordance with the obligations arising from REACH, whether or not sourced within the European Economic Area;

15.1.3 be free from defects in design, materials and workmanship;

15.1.4 be in strict accordance with any sample, pattern, design and/or specifications stated in the Order, in any applicable specification supplied or advised by Innopec to the Supplier and/or any applicable documentation supplied or advised by the Supplier and agreed by Innopec;

15.1.5 be capable of meeting any standard of performance specified in the Order and/or in any applicable specification supplied or advised by Innopec to the Supplier;

15.1.6 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

15.1.7 be fit for the express or implied purpose for which they are to be supplied under the Order.

15.2 Sale Goods shall (in addition to the requirements of clause 15.1) be packaged and marked in accordance with any instructions given by Innopec.

15.3 The Supplier shall ensure that conflict minerals are not necessary to the operating and safety instructions, warning notices and customs documentation (including, certificates of analysis, tests, inspection or origin), which shall notify Innopec immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause. In such event, Supplier agrees that Innopec may in its sole discretion, terminate any and all of its obligations under these terms (regardless of whether Supplier has given notice as required by this section), and that Innopec shall not be subject to any liability as a result of, or in connection with any such termination.

17. Delivery of Goods

17.1 Goods shall be delivered by the Completion Date and in any manner specified in the Order.

17.2 Goods which are supplied earlier than the specified delivery dates will not be accepted or paid for by Innopec unless so agreed in writing.

17.3 Unless otherwise stated in the Order, (a) the Supplier shall be responsible for and bear all costs of packaging, labelling, loading, carriage and/or off-loading of Goods; and (b) Goods shall be delivered to Innopec’s usual place of business during a Working Day.

17.4 When Sale Goods are delivered to Innopec in bulk, their weight as measured on Innopec’s weighing scale shall (in the absence of manifest error) be deemed conclusive as to the weight of Sale Goods actually delivered.

17.5 Innopec reserves the right to mark Sale Goods immediately on delivery, for the purposes of security. Notwithstanding any such marking or any signature on Innopec’s behalf for receipt of Goods in good order, Innopec shall not be deemed to have accepted Goods until it has had 30 days following delivery to inspect them or, if later, within a reasonable time after any latent defect in Goods has become apparent. The Supplier shall not be entitled to raise any objection on the ground of such marking or such signature to any subsequent rejection of Goods by Innopec.

17.6 Unless otherwise agreed by Innopec in writing, all packaging and labelling in respect of Sale Goods shall be supplied at no extra cost to Innopec. Such packaging will not be returned to the Supplier unless Innopec specifies otherwise, in which case the Supplier shall promptly remove the relevant packaging at no cost to Innopec and shall be fully responsible for its disposal.

17.7 The Supplier shall provide with each delivery of Goods a prominent delivery note stating the Order number, the number of packages, the contents, quantities and (in the case of part delivery) the outstanding balance remaining to be delivered.

17.8 If Goods are delivered to Innopec in excess of the quantities specified in the Order, Innopec shall not be bound to pay for the excess, which will be at the Supplier’s risk and be returnable to the Supplier (at the Supplier’s risk and expense).

17.9 In the case of Hire Goods, the applicable hire period shall commence when the relevant Hire Goods are delivered by the Supplier or, where Hire Goods are to be collected by Innopec, on the date of such collection.

17.10 Hire Goods may at any time be moved by Innopec to any location. Whenever reasonably requested by the Supplier, Innopec shall inform the Supplier of the location of Hire Goods.

17.11 Where Hire Goods are hired for an indefinite period and are to be collected by the Supplier at the end of the hire period, the relevant hire period shall end as soon as Innopec notifies the Supplier that the Hire Goods are ready for collection (and, for the avoidance of doubt, the relevant hire charges will cease to be applicable in respect of any period after such notice has been given).

For the purposes of this clause 17.11, such notice may be given by or on behalf of Innopec verbally or by electronic mail or by other reasonable means.

18. Title and Risk

18.1 Title in Sale Goods shall pass to Innopec on delivery. Risk in Sale Goods shall remain with the Supplier until acceptance by Innopec.

18.2 Title and (save as provided in clause 10) risk in Hire Goods shall remain with the Supplier at all times.

19. Hire of Goods

19.1 Unless otherwise stated in the Order or agreed by Innopec in writing, the Supplier shall throughout the hire period (and at no extra cost to Innopec) supply all fuel, oil, grease and other consumables for Hire Goods, and all tyres required to be replaced on Hire Goods through fair wear and tear or faulty manufacture.

19.2 Innopec shall not be required to pay for any period during which Hire Goods are subject to breakdown, maintenance or repairs (except caused (necessitated by Innopec) and the amount of the Supplier’s charges shall be adjusted accordingly. For the purposes of this clause 19.2, where two or more items of Hire Goods are hired together as one working unit or group, the period of breakdown, maintenance or repair of any one such item shall be deemed to apply also to all other items of Hire Goods forming part of such working unit or group.

19.3 Save as provided in clause 19.4 (and unless otherwise stated in the Order or agreed by Innopec in writing), the Supplier shall at its own cost provide all maintenance and repairs (except caused (necessitated by Innopec) and the amount of the Supplier’s charges shall be adjusted accordingly.

19.4 Innopec shall make good to the Supplier all damage to Hire Goods which is caused by Innopec (other than fair wear and tear).

19.5 The Supplier shall promptly and properly undertake any maintenance or repairs to Hire Goods which are to be undertaken by it pursuant to these Terms.

19.6 Innopec shall inform the Supplier as soon as reasonably practicable of any breakdown or unsatisfactory working of Hire Goods. Notwithstanding clauses 19.2 and 19.3, Innopec shall be entitled (but not obliged) to repair any punctures in tyres on Hire Goods without the prior authority of the Supplier.

SECTION C – Purchase of Services

20. Standards of Services

20.1 Services shall:

20.1.1 conform strictly with the requirements stated in the Order and/or in any applicable instruction or specification supplied or advised by Innopec to the Supplier.

20.1.2 be provided in accordance with the Laws;

20.1.3 be provided using all due care, skill and diligence in accordance with best industry practice and to the highest standards of performance
which are practised in any industry in which services similar to the Services are carried out; and

20.1.4 in respect of any applicable subject matter of Services, produce an end result which is capable of meeting any function and/or standard of performance which has expressly or by implication been made known to the Supplier.

20.2 All Employees who are engaged in the provision of Services at any time shall possess suitable skills, qualifications, competency and experience and shall, whilst engaged in the provision of Services:

20.2.1 comply with Innospec’s reasonable directions and co-operate fully with Innospec’s employees and contractors;
20.2.2 observe any relevant policies of Innospec; and
20.2.2 maintain strict discipline and good order and shall not engage in behaviour or activities which are or could be detrimental to Innospec’s business or reputation.

20.3 Innospec reserves the right to require the Supplier to remove from the Site all or any Employees who do not comply with the provisions of clause 20.2. The Supplier shall provide replacements for such Employees as soon as reasonably practicable and at no extra cost to Innospec. Any request by Innospec to remove Employees pursuant to this clause 20.3 shall be without liability to the Supplier and shall not remove or diminish any of the Supplier’s obligations under the Contract.

21. Provision of Services

21.1 Services shall be undertaken in any manner and times specified in the Order.

21.2 The Supplier shall provide competent supervision of the Services and shall provide a lead person who shall be authorised on behalf of the Supplier to receive and act upon any directions and instructions from Innospec.

21.3 The Supplier shall not at any time interfere in any way with the business or other operations of Innospec, its employees and contractors.

21.4 In rendering the Services to Innospec as an independent contractor, the Supplier shall not be under the supervision or control of Innospec with respect to the details, manner or means of performance except to the limited extent set forth in this Agreement.

21.5 The Supplier shall keep true, full and accurate records of all things done (and, where appropriate, all expenses incurred) in relation to the provision of the Services. Innospec may require the Supplier to inspect and take copies of such records on request.

21.6 The Supplier shall be responsible for providing (at its own expense) all necessary accommodation, office facilities, equipment, materials, administration, transport and support services and such other facilities as shall be necessary or desirable for the provision of the Services.

21.7 If, in respect of Services, any part of the Price shall be calculated by reference to hourly, daily or weekly rates (as the case may be), then the number and level of staff to be utilised by the Supplier shall be subject to prior written agreement with Innospec.

22. Title and Risk

22.1 Title in any product of the Services (including all Intellectual Property Rights) shall pass to Innospec on delivery. Risk in Works shall remain with the Supplier until acceptance by Innospec.

SECTION D – Purchase of Works

23. Standards of Works

23.1 Works shall:
23.1.1 conform strictly with the requirements stated in the Order and/or in any applicable instruction, drawing or specification supplied or advised by Innospec to the Supplier;
23.1.2 be provided in accordance with the Laws;
23.1.3 be provided using the best quality materials and workmanship;
23.1.4 be provided using all due care, skill and diligence in accordance with best industry practice and to the highest standards of performance which are practised in any industry in which services similar to the Works are carried out; and
23.1.5 in respect of any applicable subject matter of Works, produce an end result which is capable of meeting any function and/or standard of performance which has expressly or by implication been made known to the Supplier.

23.2 All Employees who are engaged in the provision of Works at any time shall possess suitable skills, qualifications, competency and experience and shall, whilst engaged in the provision of Works:

23.2.1 comply with Innospec’s reasonable directions and co-operate fully with Innospec’s employees and contractors; and
23.2.2 maintain strict discipline and good order and shall not engage in behaviour or activities which are or could be detrimental to Innospec’s business or reputation.

23.3 Innospec reserves the right to require the Supplier to remove from the Site all or any Employees who do not comply with the provisions of clause 23.2. The Supplier shall provide replacements for such Employees as soon as reasonably practicable and at no extra cost to Innospec. Any request by Innospec to remove Employees pursuant to this clause 23.3 shall be without liability to the Supplier and shall not remove or diminish any of the Supplier’s obligations under the Contract.

24. Provision of Works

24.1 Works shall be undertaken in any manner specified in the Order.

24.2 All equipment to be used by the Supplier in the provision of Works shall be kept in a good and safe operating condition at all times. All equipment and materials to be so used by the Supplier shall comply, and be used in accordance with, the Laws. The Supplier shall be responsible for ensuring that such equipment and materials are adequately protected against theft, adverse weather and (to the extent practicable) other loss or damage.

24.3 The Supplier shall effect Performance in a clean and tidy manner and shall keep such part of the Site on which Works are being performed reasonably clean and tidy at all times. Without prejudice to the foregoing, the Supplier shall, on completion of Works and whenever required by Innospec, forthwith clear away and remove from the Site its rubbish of every kind and any surplus materials and equipment. The Supplier shall ensure that all such rubbish, materials and equipment are removed and (where relevant) disposed of with due diligence and in accordance with the Laws.

24.4 The Supplier shall not at any time interfere in any way with the business or other operations of Innospec, its employees and contractors.

24.5 The Supplier shall provide a competent supervisor who shall be available on the Site at all times during which Works are being undertaken and who shall be authorised on behalf of the Supplier to receive and act upon any directions and instructions from Innospec.

24.6 Unless otherwise specified by Innospec in writing, Innospec will provide, at no cost to the Supplier and to the extent necessary to enable the Supplier to undertake Works, water and electricity from such points on the Site (and, in the case of electricity, at the point of connection) as shall be specified by Innospec. All connections to such water and electricity shall be the responsibility of the Supplier and must be approved by Innospec in advance of the relevant Works commencing (but such approval shall not relieve the Supplier of any responsibility in respect of such connections). The Supplier shall provide, install and maintain such temporary facilities as may be required to enable Works to be carried out in a safe and proper manner (including, for the purpose of illustration but without limitation, adequate lighting). Upon completion of Works (or on any earlier termination of the Contract), the Supplier shall remove such connections and facilities and make good any damage caused by such removal.

24.7 If, in respect of Works, any part of the Price shall be calculated by reference to day work rates, then the number of staff to be utilised by the Supplier shall be subject to prior written agreement with Innospec.

25. Title and Risk

25.1 Title in Works shall pass to Innospec on delivery. Risk in Works shall remain with the Supplier until acceptance by Innospec.

25.2 All materials, plant and equipment removed from the Site by the Supplier in the course of providing Works shall remain the property of Innospec unless Innospec specifies otherwise (in which case the property therein shall transfer to the Supplier and the Supplier shall be fully responsible for the disposal thereof).

26. Safety Obligations

26.1 The Supplier shall be responsible for the management of operations and the execution of Works at the Site, including health and safety matters. Prior to the commencement of Works, the Supplier will prepare, to the extent required by the Laws, a risk assessment, method statement and a suitable health and safety plan to be submitted to Innospec for approval. The Supplier shall ensure that the risk assessment and health and safety plan are prepared, submitted to Innospec and approved in accordance with the Laws.

26.2 The health and safety plan to be prepared by the Supplier pursuant to clause 26.1 shall address (without limitation):
26.2.1 arrangements for fulfilling the Supplier’s health and safety duties;
26.2.2 the approach to be adopted for managing health and safety in respect of Works;
26.2.3 the technical and managerial approach to be adopted for controlling and dealing with the risks identified in the risk assessment undertaken by the Supplier (which approach shall include ongoing development and implementation of the health and safety plan);
26.2.4 arrangements for monitoring compliance with Laws relating to health and safety; and
26.2.5 mechanisms for effecting modifications to the health and safety plan as Works proceed, according to information received from Innospec and the experience of, and information received from, Employees engaged in the provision of Works.

26.3 The Supplier shall provide for Employees engaged in the provision of Works all necessary information and training on health and safety, risks thereto and related issues.

26.4 The Supplier shall ensure that only persons who are authorised by Innospec or the Supplier as being required to be present by the nature of their duties have access to areas where Works are being performed. Notification of exclusion of all other persons shall be undertaken by the Supplier in the form of signs and/or barriers, or other further reasonable security measures. Consideration shall be given at all times for necessary rights of way and access for emergencies.

26.5 Without prejudice to any of the other provisions of this clause 26, all Employees engaged in the provision of Works shall (a) be issued by the Supplier, at its own cost, with all protective clothing and equipment as may be deemed appropriate by Innospec (in its absolute discretion); and (b) undergo medicals whenever reasonably required by Innospec.

Effective as included in all Orders placed on and after 01 January 2020.