

1 Formation of Contract

1.1 These Terms will apply to any Purchase Order issued by Arcadis (unless Arcadis and the Supplier agree otherwise in writing) and shall be deemed to be accepted by the Supplier on the earlier of:

- (a) the Supplier returning a written acceptance of the Purchase Order; or
- (b) the Supplier despatching any Goods or the commencement of any Works and/or Services following the issue of the Purchase Order by Arcadis.

1.2 The Purchase Order along with these Terms constitutes the entire contract between the parties in relation to the Goods, Works and/or Services being provided by the Supplier. Neither party has relied on and shall have no right or remedy in relation to any statement or representation (whether made negligently or innocently) other than expressly set out in these Terms and the Supplier acknowledges that any terms and conditions contained in (or otherwise referred to in) any proposal, quotation or any other documentation provided by the Supplier (whether before or after the date of the Purchase Order) shall not apply to or govern the Goods, Works and/or Services being provided by the Supplier under the Purchase Order, without Arcadis' agreement in writing.

1.3 Any subsequent variation to the provisions of the Purchase Order or these Terms shall only be binding when agreed in writing and signed by the parties.

1.4 Where applicable, the Supplier shall provide the Goods, carry out the Works and/or perform the Services and its obligations as described in the Purchase Order for the benefit of the Arcadis entity set out in that specific Purchase Order, and where applicable any other Arcadis Company, and any reference to Arcadis in these Terms is deemed also to be a reference to any other Arcadis Company where it is logical to do so, and where the context so requires.

2 Delivery of Goods

2.1 Where Goods are being delivered under the Purchase Order:

- (a) those Goods shall be delivered on the Delivery Date at the Site and in accordance with any instructions stated in the Purchase Order during Normal Business Hours (unless agreed otherwise); and
- (b) time will be of the essence.

2.2 If the Supplier fails to deliver any Goods to the Site by the Delivery Date, then where applicable in the Purchase Order the Supplier shall pay to Arcadis the Liquidated Damages set out in that Purchase Order (or otherwise agreed in writing) for each day between the Delivery Date and the actual date of delivery except where any failure or delay is attributable to Arcadis.

2.3 If Arcadis is unable to accept delivery of the Goods until after the Delivery Date, the Supplier will store the Goods safely until an alternative date for delivery, in which case Arcadis shall pay the Supplier for reasonable expenses incurred until delivery of the Goods provided such expenses are fully substantiated.

2.4 The Goods must:

- (a) conform to any specifications, samples and any other requirements stated in the Purchase Order
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and design (where the Supplier is responsible for design).

2.5 Signature of any delivery note, or other documentation, presented for signature in connection with delivery of the Goods, is evidence only of the number of packages received. It is not evidence that the correct quantity or number of Goods have been delivered or that the Goods delivered are in accordance with this clause 2.

2.6 Without prejudice to any right of rejection arising under these Terms, property and risk in the Goods shall pass to Arcadis, when they are delivered in accordance with this clause 2.

3 Performance of Services

3.1 Where any Services are being performed under the Purchase Order, the Supplier shall perform the Services with the skill, care and diligence

reasonably to be expected of a professional person experienced in the provision of services comparable in size, scope and complexity to the Services and in accordance with any timescales, specifications or other requirements set out in the Purchase Order.

4 Provision of Works

4.1 Where Works are being undertaken by the Supplier under the Purchase Order, the Supplier shall:

- (a) carry out such Works regularly and diligently and so that the Works shall be free from all defects including defects in design (where the Supplier is responsible for design);
- (b) provide all things (whether of a temporary or permanent nature and including design, supervision, labour, plant and materials) necessary for the execution and completion of the Works, and whether or not expressly specified in this Agreement
- (c) ensure that the Works are free from any products or materials which are generally known within the Supplier's profession to be deleterious at the time of specification, or those identified as potentially hazardous in or not in conformity with the report entitled "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices, any relevant British or European Standards or Codes of Practice; or any publications of the Building Research Establishment related to the specification of products or materials.

4.2 If there is any defect or deficiency identified in the Works within 6 months following their completion then without limiting Arcadis' rights under this Agreement and generally at law, Arcadis may require the Supplier by notice to rectify such defect or discrepancy. If Arcadis issues such notice to the Supplier, the Supplier will rectify such defect or deficiency at its sole cost within a reasonable period of time and in any case within two weeks of receipt of such notice.

4.3 Without prejudice any other term of this Agreement, the Supplier shall review, check, validate and/or verify:

- (a) any ground conditions and the presence of existing services, utilities and/or structures in the area where the Works are being carried out and shall assume responsibility for (and remain liable for) any loss, costs, expenses and damages properly incurred by Arcadis as a result of any damage to existing services, utilities and/or structures and shall indemnify Arcadis accordingly; and
- (b) any ground investigation (or similar) reports, surveys, information and/or documentation) which it has received and advise Arcadis in writing as to whether such information contains any material errors, inaccuracies and/or omissions and whether in the Suppliers opinion, requires Arcadis to undertake and/or commission (without limitation) any further inspections, surveys, investigations or tests to address such errors, inaccuracies and/or omissions.

4.4 Arcadis shall, where applicable, provide such equipment and facilities (if any) at the Site necessary for the completion of the Works and shall permit the Supplier in common with other contractors to use such equipment and facilities as Arcadis may allow. Arcadis does not warrant that any equipment and facilities provided by Arcadis shall be adequate of for the Supplier's purpose and shall have no liability for the use of such equipment and facilities. Any equipment or facilities that are provided by the Client via Arcadis shall for the purposes of this clause 4.4 be considered equipment and facilities provided by Arcadis.

4.5 The Supplier shall in carrying out the Works comply with any rules and requirements governing the carrying out of certain Works, the arrival and exit from the Site, and the storage of equipment and materials provided that such rules and requirements are provided to the Supplier.

4.6 The Supplier shall permit third parties access to the Works and to places on the Site where any Works and/or materials are being prepared or stored by or on behalf of the Supplier where reasonably required by Arcadis.

4.7 If, the date for completion of the Works and/or Services is delayed as a consequence of either:

- (a) a variation instruction issued in accordance with clause 8;
- (b) a suspension under clause 12.1; or

(c) otherwise by a breach of this Agreement by Arcadis,

then the Supplier shall immediately notify Arcadis of the cause and its estimation of the extent of the delay.

- 4.8 On receipt of any notice pursuant to clause 4.7, Arcadis shall within a reasonable period allow a fair extension to the time, if any, under which the Supplier is obliged to complete any Works provided always that the Supplier shall constantly use its best endeavours to prevent or minimise any delay to the Works.

5 Client Contracts

- 5.1 To the extent that Arcadis has been engaged by a client to perform certain services and/or carry out works (a "**Client**"), the Supplier acknowledges that it has reviewed, or shall be given the opportunity to review the terms of the any contract between Arcadis and its Client (a "**Client Contract**") and that it is aware of the obligations and liabilities imposed on Arcadis under the Client Contract and to the extent that it applies to the Goods, Works and/or Services required under the Purchase Order, shall have regard to the provisions of the Client Contract and shall provide the Goods, carry out the Works and/or perform the Services in such a manner so as not to put Arcadis in breach of its obligations under the Client Contract.

6 Specifications, Quality and Liability

- 6.1 Arcadis may reject all Goods, Services and/or Works which do not conform to these Terms or any requirements set out in the Purchase Order, in which case Arcadis may request that:

- (a) the defective Goods, Services and/or Works are replaced or re-performed by the Supplier at their expense; or
- (b) the Supplier provides a full refund of the Price.

- 6.2 If, by the nature of the Goods, Works and/or the Services, any defects do not become apparent until after use (despite reasonable examination and/or tests), Arcadis may reject such defective Goods, Works and/or Services (even after a reasonable period of use).

- 6.3 The Supplier shall indemnify Arcadis against all liabilities, costs, expenses, damages and losses properly and reasonably incurred by Arcadis including (but not limited to) legal fees arising out of:

- (a) the acts or omissions of the Supplier, its employees or sub-contractors or any failure to provide the Goods, carry out the Works or perform the Services in accordance with this Agreement;
- (b) any personal injury or property damage (other than as a result of any default or neglect of Arcadis); and
- (c) Goods recall resulting from any defective Goods,

provided that Arcadis takes reasonable steps to mitigate any such losses and that the indemnity in this clause 6.3 shall be reduced to the extent such loss or damage was contributed to by the negligence of Arcadis or others.

- 6.4 The Supplier's duties or liabilities under this Agreement shall not be negated or diminished by any approval or inspection by Arcadis of any surveys, reports, calculations, deliverables or outputs produced by the Supplier as part of the Works and/or Services; or any omission to approve any such surveys, reports, calculations, deliverables and the Supplier's compliance with the provisions of clause 4.3 shall not constitute a variation for the purposes of clause 8.

7 Prices and Payment

- 7.1 The Price shall be that specified in the Purchase Order and shall be inclusive of all expenses and disbursements but exclusive of VAT.

- 7.2 Where the Housing Grants, Construction and Regeneration Act 1996 applies to the Works and/or Services being carried out or performed under the Purchase Order, Payment shall become due 7 (seven) days after receipt of the Supplier's invoice (the "**Payment Due Date**"). Each invoice constitutes the 'notice of payment' specifying the sum which the Supplier considers to be due (the "**Notified Sum**").

- 7.3 The final date for payment (the "**Final Date for Payment**") is 60 (sixty)

days of the date of receipt of the Supplier's invoice for Goods, Works and/or Services that are provided in accordance with these Terms. If Arcadis intends to pay less than the Notified Sum, it shall give notice the Supplier of the amount that it considers to be due (together with details of the calculation of that amount) no later than 3 (three) days before the Final Date for Payment (the "**Pay-Less Notice**"). Arcadis shall pay the Notified Sum unless it has issued the Pay-Less Notice.

- 7.4 If Arcadis fails to make any payment properly due to the Supplier by the Final Date for Payment, then Arcadis shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base lending rate from time to time, provided that this clause 7.4 shall not apply to payments that Arcadis disputes in good faith

- 7.5 Both parties shall then use their best endeavours to agree the amount of any disputed item but failing agreement the matter shall be dealt with in accordance with clause 17.

- 7.6 If any sum of money is recoverable from the Supplier to Arcadis under these Terms, such sum may be deducted by Arcadis from any sum due to the Supplier.

8 Instructions and Variations

- 8.1 Arcadis may instruct the Supplier to vary the Works and/or Services (which can include an omission as well as an addition to the scope of the Works and/or Services) in which case the Supplier shall:

- (a) comply with the instruction immediately in the case of emergency instructions which require immediate action; or
- (b) in the case of non-emergency instructions, notify Arcadis within 3 (three) days of the instruction and provide an estimate of the adjustment to the Price following which Arcadis may either withdraw the instruction or instruct the Supplier to comply with it.

- 8.2 The Price shall be adjusted accordingly by an amount agreed by the parties or in the absence of such agreement, a reasonable amount calculated on in accordance with any rates set out in the Purchase Order. If no rates are included in the Purchase Order or the rates cannot be applied to the varied Work and/or Services a fair and reasonable valuation will be made by Arcadis and agreed by the Supplier.

- 8.3 The Supplier shall have no claim for any loss of profit as a result of any omission of any Work and/or Services.

9 Intellectual Property Rights

- 9.1 The Supplier shall own any proprietary Intellectual Property Rights which have been created prior to the Effective Date (the "**Background Intellectual Property Rights**"), in which case it shall issue an irrevocable, non-exclusive, non-terminable, royalty-free licence to Arcadis to use the Background Intellectual Property Rights solely to the extent required for the Goods, Works and/or Services being provided under the Purchase Order and for no other reason (unless it obtains the Supplier's prior written consent).

- 9.2 Without prejudice to the provisions of clause 9.1, and unless stated otherwise in the Purchase Order, the Supplier assigns the Intellectual Property Rights in all material provided by the Supplier in connection with any Goods, Works and/or Services being provided under the Purchase Order. Arcadis shall issue an irrevocable, non-exclusive, royalty free licence to the Supplier to use any such Intellectual Property Rights solely to the extent required for the Goods, Works and/or Services being provided under the Purchase Order and for no other reason (unless it obtains Arcadis' prior written consent).

- 9.3 The Supplier shall not be liable for any use of such documents for any purpose other than that for which they were prepared.

- 9.4 The Supplier warrants that neither the sale nor the use of the Goods and/or Works, nor the performance of the Services shall infringe any copyright or Intellectual Property Rights of any third party.

- 9.5 The Supplier shall indemnify Arcadis from any liabilities, costs, expenses, damages or losses resulting from any infringement of clause 9.4

10 Insurance

- 10.1 The Supplier shall maintain the following levels of insurance cover as a minimum (unless otherwise agreed):
- (a) where any Services are being provided, professional indemnity insurance for an amount of at least £2,000,000 for any one occurrence or series of occurrences arising out of any one event;
 - (b) where any Goods are being provided, product liability insurance for an amount of at least £5,000,000;
 - (c) where any Works are being provided, Contractor's All Risk insurance for an amount of at least £5,000,000;
 - (d) public liability insurance for an amount of at least £10,000,000; and
 - (e) employer's liability insurance for an amount of at least £5,000,000, or the minimum cover required by law (whichever is the greater amount),
- to cover any liability that arises in connection with the Purchase Order, and shall, on Arcadis' request produce evidence of such cover.
- 11 Assignment and Subcontracting**
- 11.1 The Supplier may not assign, sub-contract or transfer the whole or part of the Purchase Order to any other person without Arcadis written consent.
- 12 Cancellation and Termination**
- 12.1 Arcadis shall be entitled to suspend or terminate any Works and/or Services under the Purchase Order for convenience at any time by providing the Supplier with 15 (fifteen) days' notice in writing.
- 12.2 Arcadis or the Supplier shall be entitled to terminate the Purchase Order:
- (a) if the other party commits a material breach of these Terms; and fails to remedy such a breach within a period of 15 (fifteen) days after being notified to do so, if the breach is capable of remedy; or
 - (b) immediately, without the need for notice if the other party commits a material breach of these Terms and such a breach is not capable of remedy.
- 12.3 Where Arcadis terminates the Purchase Order under clause 12.1, and in circumstances where:
- (a) the Purchase Order relates to the provision of Works and/or performance of Services, the Supplier shall cease to carry out the Works and/or perform the Services as soon as reasonably possible (but in any event, no later than 5 (five) days from the date of notice provided in accordance with clause 12.1) in which case Arcadis shall pay the Supplier for the Works completed and/or Services actually performed up to the date when the Supplier ceased to carry out the Works and/or perform the Services; or
 - (b) the Purchase Order relates to the supply of Goods, then upon receiving a notice of termination in accordance with clause 12.1, then the Supplier shall (unless agreed otherwise in writing) immediately take all measures that are possible to stop the supply of Goods and all processes associated with them in which case Arcadis shall pay the Supplier for the Goods supplied.
- 12.4 In the event of a suspension of the Works and/or Services pursuant to clause 12.1, Arcadis may instruct the Supplier to re-commence the provision of any Works and/or Services at any time. If any suspension pursuant to clause 12.1 lasts more than 4 (four) weeks the Supplier may make a written request for the Works and/or Services to be resumed. If no instructions to resume the Works are given within 14 (fourteen) days after the Supplier's request, the Supplier's obligation to perform the Works and/or Services under the Purchase Order shall terminate.
- 13 Force Majeure**
- 13.1 Neither party shall be liable to the other for any delay or failure to perform its obligations under the Purchase Order where such delay or failure is caused by an unforeseeable or unavoidable event or circumstance that is beyond the reasonable control of that party, provided that the Supplier shall use all reasonable endeavours to mitigate the effects of such circumstances.
- 14 Confidentiality**
- 14.1 The Supplier shall not disclose any information provided by Arcadis in connection with the Purchase Order to any third party, except where necessary to its employees or suppliers to enable the Supplier to perform its obligations under the Purchase Order and provided they are bound by the same obligations of confidentiality. The obligations of the Supplier under this clause 14.1 shall continue for 6 years after expiry or termination of the Purchase Order for whatever reason. The obligations of confidentiality in this clause 14.1 shall not apply to any information which is in the public domain
- 15 Data Protection**
- 15.1 The Supplier shall only process any Personal Data solely to the extent necessary to enable it to comply with its obligations the Purchase Order and shall comply at all times with the Data Protection Legislation.
- 15.2 For the purpose of this clause 15, "**Data Controller**", "**Data Processor**", "**Personal Data**", "**Processed**", "**Processing**", "**Data Processor**" and "**Sensitive Personal Data**" (including special categories of Personal Data set out in Article 9(1) of UK GDPR) shall have the meanings given to them in the Data Protection Legislation.
- 15.3 More specifically, the Supplier shall:
- (a) process the personal data in accordance with Arcadis' written instructions;
 - (b) implement appropriate technical and organisational measures to:
 - (i) protect the Personal Data against security risks such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure of (or access to) Personal Data and ensure such a level of security appropriate to the risk of processing Personal Data; and
 - (ii) respond to requests for exercising a data subject's rights (e.g. the rights of rectification, erasure, restriction of processing, data portability and objection), where the Supplier shall only respond to such requests on Arcadis written instruction;
 - (c) promptly inform Arcadis in case of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
 - (d) allow for and contribute to audits into its processing of Personal Data, including inspections, conducted or mandated by Arcadis.
- 15.4 Without prejudice to the generality of this clause 15, the Supplier shall not transmit or transfer any data to any country outside the European Economic Area without Arcadis' prior written consent.
- 15.5 The Supplier shall indemnify Arcadis (and keep Arcadis indemnified) against all liabilities, costs, expenses, damages or losses properly incurred by Arcadis arising out of any breach of this clause 15 or for which Arcadis may become liable due to any failure by the Supplier or its employees to comply with any of its obligations under this clause 15.
- 16 Consequences of Breach**
- 16.1 The Supplier acknowledges and agrees that its breach of clauses 14 and 15 may result in immediate and irreparable harm to Arcadis, for which damages may not be an adequate remedy. Without prejudice to any other rights and remedies it may have, Arcadis shall be entitled to seek equitable relief (including without limitation injunctive relief) in relation to any threatened or actual breach of any of these Terms.
- 17 Dispute Resolution**
- 17.1 Both Arcadis and the Supplier shall each nominate a senior representative to act as their representative in relation to the Purchase

Order and the parties' representatives shall meet at regular intervals to discuss any issues arising.

17.2 Any disputed matter pursuant to these Terms will be dealt with as follows:

- (a) in the first instance the senior representatives of each party shall meet in order to resolve the disputed matter;
- (b) if the meeting referred to in clause 17.2 (a) does not resolve the disputed matter and provided the Housing Grants Construction (and Regeneration) Act 1996 applies to these Terms) then either party may issue notice to the other informing them of its intention to refer that dispute to adjudication, in which event, the Scheme for Construction Contracts (England and Wales) Regulations 1998 shall also apply save for the following amendments:
 - (i) the adjudicator nominating body shall be the Royal Institution of Chartered Surveyors; and
 - (ii) any notice of adjudication to be served upon Arcadis shall be served on the UK General Counsel at Arcadis' registered office.

17.3 Any dispute not resolved in accordance with this clause 17 shall be referred to litigation in which case the provisions of clause 23 shall apply

18 Anti-Bribery

18.1 The Supplier shall:

- (a) not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010; and
- (b) have and maintain in place throughout the duration of the Supplier's engagement with Arcadis its own policies and procedures to ensure compliance with clause 18.1 (a) and will enforce them where appropriate.

18.2 Any breach of clause 18.1 by the Supplier shall be deemed a material breach of these Terms not capable of remedy for the purposes of clause 12.2 (b).

19 General Business Principles

19.1 As part of the Arcadis group of companies, Arcadis carries out its business in accordance with the Arcadis General Business Principles ("AGBP") which can be found on the Arcadis website (<https://www.arcadis.com/en/united-kingdom/who-we-are/business-practices/arcadis-general-business-principles/>). Without prejudice to the provisions of clause 18, the Supplier commits to and carries out its business in accordance with principles which are consistent with the AGBP.

20 Modern Slavery

20.1 In performing its obligations under the Purchase Order or otherwise under these Terms, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking legislation including the Modern Slavery Act 2015; and
- (b) include in its contracts with its subcontractors and agencies, anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 20.

20.2 The Supplier represents and warrants that, at the date of the Purchase Order (or when the Supplier first performed the Services or supplied the Goods as the case may be), that neither it, nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection, with slavery and

human trafficking.

20.3 The Supplier shall implement due diligence procedures for any subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

20.4 If the Supplier is in breach of this clause 20, it shall be considered a material breach of these Terms not capable of remedy for the purposes of clause 12.2 (b).

21 Code of Conduct

21.1 The Supplier commits to and carries out its business in accordance with principles which are consistent with the Arcadis Global Supplier Code of Conduct (the "**Code of Conduct**"), a copy of which is available on request.

21.2 From time to time (at least every two years and/or if undertaking further services after a suspension of services for 6 (six) months or more), the Supplier may be required to undergo an online test to confirm its understanding of the Code of Conduct.

21.3 If the Supplier is in breach of this clause 21, (having been given 7 (seven) days' further notice of the requirement to comply) it will be considered a breach of these Terms capable of being remedied for the purposes of clause 12.2 (a).

22 Third Party Rights

22.1 Any Arcadis Company may be a third party beneficiary under the contract created by these Terms and shall be entitled to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

22.2 Unless stated elsewhere in the Purchase Order (or otherwise agreed in writing), a person who is not a party to the contract created by these Terms shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

23 Governing Law and Jurisdiction

23.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

24 Definitions and Interpretation

24.1 The following words and expressions shall have the following meanings in these Terms (unless the context requires otherwise):

"Arcadis" means the Arcadis entity referred to in the Purchase Order, or otherwise agreed in writing;

"Arcadis Company" means any entity controlling, controlled by or under common control with Arcadis) including any subsidiary undertaking or parent undertaking of Arcadis (and any subsidiary undertaking of any such parent undertaking) where "subsidiary undertaking" and "parent undertaking" have the definitions given to them in section 1162 of the Companies Act 2006);

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party (the "**Data Protection Legislation**");

"Delivery Date" means the date stated in the Purchase Order for

Delivery of Goods/Completion of Works and/or Services;

"Goods"	means any goods to be delivered as described in the Purchase Order;
"Intellectual Property Rights"	means any patents, trade marks, trade names, designs, copyright, know-how and any other similar rights whether registered or not;
"Liquidated Damages"	means liquidated and ascertained damages to be paid by the Supplier only to the extent they are set out in the Purchase Order and payable in accordance with the provisions of clause 2.2;
"Normal Business Hours"	means 09:00 to 18:00 on Monday to Friday (inclusive);
"Price"	means the price for the Works, Services and/or Goods as agreed between the parties and as set out in the Purchase Order;
"Purchase Order"	means the accompanying order issued by Arcadis to the Supplier in written or electronic form which makes reference to and incorporates these Terms;
"Services"	means any professional services or consultancy advice to be undertaken by the Supplier as described in the Purchase Order;
"Site"	means the address/place stated in the Purchase Order for delivery of the Goods, provision of the Works and/or performance of the Services;
"Supplier"	means the supplier of the Goods, Works and/or Services to whom the Purchase Order has been issued, and whose company details have been set out on the Purchase Order;
"Works"	means any physical or intrusive works, surveys, investigations or similar as described in the Purchase Order; and
"Terms"	means these terms, conditions and warranties which apply to the Purchase Order.

- 24.2 References to Statutes or Statutory Instruments include references to any modification, extension or re-enactment thereof from time to time.
- 24.3 Any failure or delay by Arcadis in exercising any right or remedy under the Purchase Order shall not constitute a waiver of that right or remedy.
- 24.4 If any provision (or part-provision) of these Terms are (or become) invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 24.4 shall not affect the validity and enforceability of the rest of these Terms (or the contract created by them).