

Purchase Order Terms and Conditions

Section 1. Interpretation

1.1 The following definitions will apply in these Terms and Conditions:

Anti-Corruption Laws means any anti-corruption and bribery laws, statutes, regulations and other relevant and applicable legally binding measures which relate to bribery, corruption or similar matters applicable to the Supplier or the Purchase Order, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and as may be applicable in the country or countries to which the Goods or Services relate or in which they are performed or partly performed.

Business Day means a day that does not fall on a weekend.

Bribe or Bribery means any promise, offer or provision of any payment, gift, anything of value or any advantage of any kind which is offered, promised, given, authorized, accepted, requested or agreed, whether directly or indirectly, whether through intermediaries, and whether as an inducement or reward for any improper conduct of any person in connection with their official, fiduciary, public, employment, business role, duties or functions, including facilitation payments or anything which would amount to a breach of the Anti-Corruption Laws.

Confidential Information means: (i) the terms of the Purchase Order; (ii) information which relates to the Purchaser, or its related entity, which has been provided to the Supplier for the purposes of, or in connection with, the Purchase Order, including any information which concerns the Purchaser's customers, finances, operations, systems, plans or programs.

Defect(s) means any aspect of the Goods or Services which does not conform with the Purchase Order or these Terms and Conditions or any damage, fault, deficiency, delinquency, discolouration or inadequacy in the design, performance, manufacture, workmanship, quality or makeup of the Goods or Services.

Defects Remediation Period means the period of 24 months from the date of delivery and receipt of the Goods or 12 months from the date on which the Services are last performed.

Delivery Date means the date for delivery of the Goods or performance of the Services as specified in the Purchase Order.

Delivery Point means the Site or other place specified in the Purchase Order as the place for delivery of the Goods.

Dispute means any difference, controversy, dispute or claim arising out of or in connection with the Purchase Order or these Terms and Conditions and/or any non-contractual obligations arising out of or in connection with Purchase Order or these Terms and Conditions.

Goods means the goods stated in the Purchase Order.

Intellectual Property means any subject matter that is protected by, or capable of protection by, intellectual property rights and includes without limitation patents, trademarks, designs, design rights, copyright, inventions, trade secrets and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

Invoice means an invoice submitted by the Supplier to the Purchaser which complies with all of the requirements of a valid invoice set out in the Purchase Order and these Terms and Conditions.

Party means the Purchaser or the Supplier, and **Parties shall** mean both of them.

Price means the price or rates specified as such in this Purchase Order.

Purchase Order means the document issued by the Purchaser to the Supplier for the supply of Goods or the performance of Services, which incorporates these Terms and Conditions and any other documents which are attached to, or incorporated by reference in, the Purchase Order or these Terms and Conditions.

Purchaser means the entity named as the Purchaser of the Goods or Services in the Purchase Order.

Terms and Conditions means these terms and conditions.

Purchase Order Terms and Conditions

Sanctioned Party means a person or entity subject to or identified for the purposes of export controls or sanctions or restrictions under any applicable Trade Control Laws or a Party controlled by any such person or entity.

Sanctioned Place means any country, state or territory against which sanctions are imposed.

Services means the services, if any, stated in the Purchase Order.

Site means the place as may be identified in the Purchase Order for the use or storage of the Goods by the Purchaser or for the performance of the Services.

Supplier means the person or entity named as the supplier of Goods or Services in the Purchase Order.

Trade Control Laws means any export control, boycott, import laws, sanctions, or other regulations, licenses, designations or similar which relate to the trade of goods or services as imposed, administered or enforced by any party, state, country or entity with jurisdiction over activities undertaken in connection with the Purchase Order.

Section 2. Application

- 2.1 Any Purchase Order issued by the Purchaser to the Supplier for the supply of Goods or the performance of Services will be governed by and subject to these Terms and Conditions. These Terms and Conditions will take precedence over any other terms and conditions or amendments referred to, issued or proposed by the Supplier in any proposal, offer, quotation, acceptance or exchange in relation to the Purchase Order or its performance, except where otherwise agreed in writing and signed by both the Purchaser and the Supplier. To the extent permitted by law, any terms and conditions referred to or provided by the Supplier at any stage (including with invoices, consignment notes or other documents) shall be of no legal effect and will not constitute part of the Purchase Order unless they are expressly agreed and signed. Failure of the Purchaser to object to any such terms or conditions shall not, under any circumstances, be deemed an acceptance of those additional terms and conditions or a waiver of any of these Terms and Conditions. In the event of any inconsistency between the terms set out in a Purchase Order and these Terms and Conditions, the terms of the Purchase Order shall prevail. The Parties accept and agree that a Purchase Order does not constitute any exclusive arrangement for the supply of Goods or the provision of Services. The Supplier agrees that the Purchaser is entitled and otherwise not prevented from entering into agreements with third parties or other suppliers for the purchase or provision of similar Goods or Services.

Section 3. Supply of Goods and/or Provision of Services

- 3.1 The Supplier shall supply the Goods or perform the Services in accordance with, and as specified in, the Purchase Order and these Terms and Conditions.
- 3.2 In supplying Goods or providing Services the Supplier shall: (i) not interfere with or disrupt the activities of the Purchaser or others at the Work Site or Delivery Point; (ii) have knowledge of and comply with all applicable laws; (iii) comply with all standards, policies and procedures at the Site or Delivery Point including those concerning health, safety, the environment, industrial relations or personal conduct; (iv) comply with any lawful direction of Purchaser or its personnel; (v) ensure Supplier's personnel are suitably skilled and experienced and deliver the Goods or perform the Services with due diligence, in a good and workmanlike manner and in conformity with safe working practices; (vi) co-operate with and provide all such information and assistance as the Purchaser reasonably requires or may request in connection with this Purchase Order, the supply of Goods or the performance of the Services; (vii) obtain and maintain, at Supplier's cost, all required licenses, permits, qualifications, registrations, and other statutory requirements or requirements of law necessary for performance of obligations under the Purchase Order.

Section 4. Delivery and Time for Performance

- 4.1 The Supplier shall deliver the Goods or perform the Services by the Delivery Date specified in the Purchase Order. Delivery of the Goods or performance of the Services will be at the Delivery Point designated in the Purchase

Purchase Order Terms and Conditions

Order. The Supplier shall ensure that the Goods are properly packed and secured so that they arrive at the Delivery Point in good condition and so as to comply with all applicable laws. The Supplier shall provide the Purchaser with at least 48 hours' notice of the time for delivery of the Goods or completion of the Services. The Supplier agrees and acknowledges that time is of the essence with regard to the delivery of the Goods or the performance of the Services. A detailed, itemised, packing list/delivery note shall be provided with each package which identifies the order and any storage instructions.

- 4.2 If the Supplier fails to deliver the Goods or perform the Services by the Delivery Date, the Purchaser shall be entitled to do one or more of the following: (i) terminate the Purchase Order by giving 30 Business Days written notice to the Supplier; (ii) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; (iii) recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/or services from a third party; (iv) require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; (v) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates; (vi) claim a penalty at 1% of the price of the goods / service in delay for each week, but no in excess of 5% of the Purchase Order price.

Section 5. Title, Risk and Acceptance

- 5.1 Title to and risk in the Goods will pass from the Supplier to the Purchaser on delivery to and acceptance at the Delivery Point provided that the Supplier remains responsible for its acts, errors or omissions.

Section 6. Inspection

- 6.1 All Goods and Services shall be subject to inspection by the Purchaser or its agents at all times and locations, including Supplier's vendors, suppliers or subcontractors facilities.

Section 7. Purchase Order Price

- 7.1 In consideration of the proper performance by the Supplier of the Purchase Order strictly in accordance with its requirements and these Terms and Conditions, the Purchaser will pay the price set out in the Purchase Order to the Supplier. The Purchase Order price is inclusive of all charges, premiums, costs, freight, transportation, packaging and delivery costs as well as the cost of services of any kind related to, required for or commonly provided with the supply of the same or similar goods or services. The Purchase Order price is not subject to, and will not be changed, as a consequence of any rise or fall in costs or prices, or escalation.

Section 8. Taxes

- 8.1 The Purchase Order price shall be inclusive of all taxes including but not limited to duties, levies, fees, tariffs, royalties, costs or charges which apply to the Goods or Services, but shall exclude any excise tax, sales tax or value-added tax on the Goods or Services. Any excise tax, sales tax or value-added tax will be identified separately in any Invoice. The Supplier shall do all things reasonably necessary and provide all relevant documents or information to assist the Purchaser in obtaining excise, tariff or customs concessions or similar concessions or benefits.
- 8.2 The Supplier shall ensure that any taxes invoiced to the Purchaser shall comply with all applicable laws and procedures so as to allow the Purchaser to reclaim taxes or credit or to offset those taxes in invoices issued by the Purchaser to third parties. The Supplier acknowledges and authorises the Purchaser to deduct or withhold amounts from any payments to the Supplier where the Purchaser believes that it required by law to do so. The Supplier must furnish evidence satisfactory to the relevant authority if it believes that it should not be subject to any taxes or duties, the subject of the amount withheld by the Purchaser.

Section 9. Invoicing and Payment

Purchase Order Terms and Conditions

- 9.1 The Supplier shall submit the Invoice to the entity and address for the Purchaser stated in the Purchase Order. The Invoice must: (i) identify the Purchase Order, any reference used on the Purchase Order, the Site or Delivery Point and contact name(s) of individual(s) familiar with the transaction; (ii) set out a detailed description of the Goods supplied or the Services performed, together with the timing and location of when and where delivery of the Goods, or completion of Services, occurred; (iv) set out the price (in the currency of the transaction) related to the Goods or Services, broken down and itemised against the same items included in the Purchase Order; and (v) separately identify any applicable excise or value-added tax.
- 9.2 The Supplier's Invoices shall comply with the requirements specified above. Compliance with these requirements is a precondition to the Supplier's right to receive payment from the Purchaser for the supply of Goods or the performance of Services. The Supplier will be solely responsible for any delay in payment and any related costs or expenses arising therefrom.
- 9.3 Subject to the issuance of a compliant Invoice, the Purchaser will pay Supplier's Invoices after the expiry of 60 Business Days from the date the Invoice is received by the Purchaser, except where such other time period is expressly stated in the Purchase Order, agreed in writing between the Parties or where the Purchaser is required by law to pay in a different timeframe. Should the Purchaser dispute any Invoice or part of an Invoice, the Purchaser may withhold payment of the Invoice, or part of the Invoice, until the dispute has been resolved.
- 9.4 The Parties acknowledge and agree that the Purchaser is entitled to deduct from the Invoice, amounts the Supplier must pay to the Purchaser whether for damages, penalties, costs, expenses or debts owed by Supplier to the Purchaser in connection with this Purchase Order or the supply of Goods or Services the subject of the Purchase Order. Any payment made by the Purchaser under the Purchase Order will be a payment on account and not constitute an admission or evidence of the acceptable performance or quality of the Goods or Services.

Section 10. Quality, Warranty and Guarantee of Goods and Services

- 10.1 The Supplier represents and warrants that: (i) it has free, full and unencumbered title to the Goods; (ii) all Goods and Services will conform with the description, drawings, conditions, dimensions, outcomes, characteristics, specifications and related details, documents and requirements contained in the Purchase Order and these Terms and Conditions; (iii) it has, and will ensure any subcontractors, vendors, Supplier personnel and other persons who may act in relation to the supply of Goods or the performance of the Services or in any repair, remediation, replacement or re-performance thereof or similar, will have the necessary knowledge, expertise, equipment (in good working order) and fully trained personnel who will act with due diligence, in a good and workmanlike manner and in accordance with all applicable laws; (iv) all Goods are new and of satisfactory quality; (v) the Goods are free of Defects (latent and patent) and will be free from Defect(s) during the Defects Remediation Period; (vi) the Goods and Services will correspond with the nature and quality of any demonstration or representation of those same Goods or Services provided to the Purchaser prior to the issuance of the Purchase Order; (vii) the Goods and Services will be fit for the purposes set out in, and which can reasonably be inferred from, the Purchase Order and these Terms and Conditions; (viii) any item which the Supplier uses or is supplied in connection with the Goods or Services is of good quality and complies with the requirements of, or standards stated in, the Purchase Order and these Terms and Conditions and are fit for their purpose; (ix) the Services, including any design element of the Services, will be performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor; (x) the Goods and Services will conform to all applicable laws, regulations, statutes, ordinances, codes and standards (government and industry) to which the Goods or Services are subject.
- 10.2 The Supplier further represents and warrants that; (i) the Goods shall be free from any liens, charges, encumbrances, mortgages, security interests or rights in Rem of any kind. (ii) The Supplier shall obtain the best commercially available, assignable, warranties and shall assign any such third party warranty to the Purchaser; (iii) the Purchaser has the full benefit of any warranties applicable to the Goods or Services and Supplier will pursue, or assist the Purchaser in pursuing, any third party or manufacturer's warranties on the Purchaser's behalf where requested to do so by the Purchaser.

Purchase Order Terms and Conditions

Section 11. Defects

- 11.1 The Supplier shall correct all Defect(s) in the Goods or Services at the Supplier's cost and to the satisfaction of the Purchaser. On notification of a Defect(s), and at the Purchaser's option, the Supplier shall (in whole or in part): (i) repair the Goods; (ii) replace the Goods; (ii) re-perform the Services.
- 11.2 If the Supplier does not promptly commence and address the Defect(s) as soon as reasonably practical and in any event within 30 Business Days of being notified of such Defect(s), the Purchaser shall be entitled to exercise one or more of the following rights and remedies, whether or not title has passed or acceptance has occurred: (i) reject the Goods with the Defect(s) (in whole or in part) and return them to the Supplier at the Supplier's risk and expense; (ii) reject the Services with the Defect(s) (in whole or in part); (iii) cure the Defect(s) itself at the Supplier's risk and expense; (iv) engage a separate supplier to rectify the Defect(s) at the Supplier's risk and expense; (v) engage a separate supplier to supply substitute Goods or Services (in whole or in part) at the Supplier's risk and expense; (vi) recover all damages, costs, expenses and expenditures arising out of or in connection with Defect(s) in the Goods or Services.
- 11.3 In circumstances where the Supplier has made good any Defect(s), those Goods or Services will be subject to a Defects Remediation Period commencing on the date of such replacement, repair or re-performance, whichever is the later.
- 11.4 All costs and expenses incurred by the Purchaser in addressing Defect(s) or matters connected with Defect(s) will be a debt due and payable by the Supplier to the Purchaser. The Purchaser shall be entitled to withhold or deduct such amounts from sums otherwise due or payable to the Supplier under the Purchase Order.

Section 12. Indemnities

- 12.1 The Supplier shall indemnify, release and hold harmless the Purchaser against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on an indemnity basis) and all other professional costs and expenses) incurred by the Purchaser arising out of or in connection with: (i) any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services; (ii) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with defects in the Goods or the Services; (iii) any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods or the Services; (iv) any claim in connection with death or personal injury of any personnel (including agents and invitees) of the Supplier or any of its affiliated companies or contractors (howsoever caused and regardless of any negligence or wilful misconduct on the part of the Purchaser); and (v) any claim for loss of or recovery of or damage to property of the Supplier or any of its affiliated companies or contractors or its and their personnel (including agents and invitees) (howsoever caused and regardless of any negligence or wilful misconduct on the part of the Purchaser).
- 12.2 This clause shall survive termination or expiry of the Purchase Order.

Section 13. Insurance

- 13.1 The Supplier shall, at its own cost and expense, maintain professional indemnity insurance where services are provided, product liability insurance where goods are supplied and public liability insurance during the term of the Purchase Order and for a period of [1] years thereafter to cover the risks and liabilities associated with, or which may arise under or in connection with the Purchase Order. When requested by the Purchaser, the Supplier shall produce the insurance certificate giving details of cover as well as the receipt for the current year's premium in respect of each insurance.

Section 14. Termination

Purchase Order Terms and Conditions

- 14.1 The Purchaser may terminate the Purchase Order or part of the Purchase Order at its convenience by [60] Business Days written notice to the Supplier.
- 14.2 Further, the Purchaser may terminate the Purchase Order by written notice to the Supplier with immediate effect where: (i) Supplier commits a breach of its obligations under the Purchase Order, has been notified in writing of such breach and has failed to remedy it within seven (7) days; or (ii) the Supplier is insolvent or bankrupt or the equivalent thereof or takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;; or (v) where there is a change of control of the Supplier. If the Purchaser terminates the Purchase Order under this provision, then the Purchaser will be entitled to recover any costs, losses, damages and liabilities arising out of or connected with the termination or prior breach.
- 14.3 Upon termination by the Purchaser, the Supplier shall stop all applicable work under the Purchase Order and shall, upon request by the Purchaser, return or provide to the Purchaser all products, materials, data, information, records and/or documents, regardless in which form, related to the Purchaser which the Supplier has obtained from the Purchaser or that were produced in performance of the Purchase Order. If the Supplier fails to do so, then the Purchaser may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Purchase Order.
- 14.4 The Purchaser shall be entitled to engage a separate supplier, person or party to supply the Goods or perform the Services if the Purchase Order is terminated by the Purchaser. The sole and exclusive remedy of the Supplier in the event of termination of the Purchase Order for any reason (and subject to any deductions, withholding or similar made, or to be made by the Purchaser), shall be payment by the Purchaser for the Goods delivered to the Delivery Point or Services performed prior to the date of termination. For Goods which have been shipped at the date of termination, but not delivered to the Delivery Point, the Purchaser will, at its option, either accept those Goods and make payment for them in accordance with the Purchase Order, or return them to the Supplier at the Supplier's risk and expense.
- 14.5 Except as set out herein, Purchaser shall not be liable to Supplier for any further claims or loss arising from, caused by or connected with the termination of the Purchase Order.

Section 15. Confidential Information

- 15.1 The Supplier shall keep secret and confidential and shall not disclose to any third party without the prior written consent of the Purchaser (except as required by compulsion of applicable law) any Confidential Information relating to or made available by the Purchaser to the Supplier. All Confidential Information prepared or supplied by or on behalf of the Purchaser and any documents made therefrom shall be returned to the Purchaser by the Supplier on completion of the Purchase Order, or in context of any Confidential information held by the Supplier, and on direction of the Purchaser, destroyed within 10 Business Days of the date of such direction.

Section 16. Intellectual Property

- 16.1 Except as otherwise provided in this Clause, the Intellectual Property of each Party shall remain bestowed with that Party.
- 16.2 The Supplier grants the Purchaser a non-exclusive, worldwide, royalty free, irrevocable transferable license/right to use the Supplier's Intellectual Property to the extent necessary to use the Goods or Services provided. The Seller further assigns to the Purchaser all Intellectual Property (existing or arising in the future) which is created, developed, discovered, or which comes into existence for the purposes of, in connection with or arising out of the performance of the Purchase Order.

Purchase Order Terms and Conditions

- 16.3 The Supplier bears the responsibility for ensuring that the Goods, Services and other deliverables, or the operation or other use thereof, shall not infringe any Intellectual Property rights of any third party (including, without limitation, any patent, trademark, industrial design, utility model, copyright, database right, license right or trade secret).
- 16.4 Should the Goods, Services or other deliverables delivered be found to infringe any Intellectual Property rights of a third party, the Supplier shall, without cost to the Purchaser and at Purchaser's option, either replace or modify the Goods or other deliverables to make them non-infringing or shall obtain and maintain such license and rights from a third party as are required for the unrestricted and continuous use of the Goods or Services or other Deliverables.

Section 17. Data Privacy

- 17.1 The Supplier shall comply with all applicable data privacy laws which relate to data protection, information security including all applicable international, federal or national data protection laws, or regulations, and take all appropriate measures to ensure there is no unauthorised or unlawful collection, use or disclosure of information of data or the operation which may be performed on any such data or information.

Section 18. Assignment and subcontracting

- 18.1 The Supplier shall not assign, transfer or otherwise dispose of any of its rights or obligations without the prior written consent of the Purchaser. The Purchaser may assign its rights under the Purchase Order or novate the Purchase Order, and the Supplier consents to such assignment or novation. If required by the Purchaser, the Supplier shall enter into any document reasonably required to give effect to the assignment or novation. The approval of the Purchaser must be obtained by the Supplier before appointing a subcontractor in connection with the performance of any part of its obligations under this Purchase Order. The Supplier is liable to the Purchaser for the acts and omissions of any subcontractor.

Section 19. Variations and/or Changes

- 19.1 No changes to any aspect of the Purchase Order, including to the Delivery Date, delivery destination, quantities, quality, description, price or any other matter shall be made unless expressly agreed and authorised by the Purchaser in writing.

Section 20. Sanctions

- 20.1 The Purchaser and the Supplier represent and warrant that they are not a Sanctioned Party, are not located in, resident in or organised under the laws of a Sanctioned Place, or controlled or governed by the government of a Sanctioned Place. The Supplier shall not provide to the Purchaser, directly or indirectly: (i) any Goods that have been sourced from a Sanctioned Territory or by a Sanctioned Party or transported by a Sanctioned Party; (ii) any Services which originate from or are performed in a Sanctioned Place; or (iii) Goods or Services that in any way involve a Sanctioned Party.
- 20.2 If a Party becomes or expects to become a Sanctioned Party or otherwise be so designated, sanctioned or restricted, that Party must notify the other Party as soon as possible and within 5 Business Days of becoming or expecting to become a Sanctioned Party. The Supplier acknowledges that it is, at the time of entering the Purchase Order and during the term of the Purchase Order, aware of and informed of such laws and sanctions.
- 20.3 Where requested by the Purchaser, the Supplier shall provide all relevant information and documentation as to procurement, performance, manufacture, purchasing, destination and delivery of Goods or Services. The Supplier agrees to protect, indemnify and hold harmless the Purchaser from and against all demands, claims, or actions arising from any failure of the Supplier Group to comply with the requirements of this Article.

Section 21. Compliance with Laws

Purchase Order Terms and Conditions

- 21.1 In performing its obligations under the Purchase Order, the Supplier shall: (i) comply with all applicable laws, statutes, rules, regulations and codes; (ii) comply with all Trade Control Laws; and (iii) all mandatory business policies of the Purchaser (available at <https://northernoffshore.com>).
- 21.2 Notwithstanding the above, nothing in the Purchase Order and these Terms and Conditions is intended, or should be interpreted or construed, as requiring or inducing any Party to act or refrain from taking any action, where doing so would be prohibited by, or penalised under Trade Control Laws applicable to a Party. The Supplier agrees to protect, indemnify and hold harmless the Purchaser from and against all demands, claims, or actions arising from any failure of the Supplier or its subcontractors, suppliers and vendors to comply with the requirements of this Clause.

Section 22. Anti-Corruption and Bribery

- 22.1 The Supplier represents and warrants that: (i) it has and shall comply with all Anti-Corruption Laws; (ii) it shall take no action which would subject the Purchaser to any fines or penalties under Anti-Corruption Laws; (iii) it has not and shall not Bribe or offer a Bribe to any person (whether or not a government official or member of any instrumentality of government) or engage in, support or pursue any instance of Bribery or corrupt practices relating to the Purchase Order or its performance and these Terms and Conditions; (iv) it has in place and maintains practices and procedures to prevent any occurrence or act that would constitute a breach or violation of any Anti-Corruption Laws; (v) no member of the Supplier is a government official; (vi) it has not made, or given, and shall not make or give, directly or indirectly, any payment or anything of value to the Purchaser or any other person or entity, to secure or influence the award of the Purchase Order or any amendment thereto.
- 22.2 The Supplier shall notify the Purchaser in writing within 5 Business Days: (i) if it knows or suspects of any failure on the part of the Supplier to comply with this Article; (ii) if it knows or suspects of any request or demand that has been made, whether or not by a government official, for payment, gift, Bribe or other advantage which may violate Anti-Corruption Laws in relation to the Purchaser or the Purchase Order; (iii) if a government official becomes a member of the Supplier; (iv) if the Supplier is not able to repeat the warranties stated in the preceding Clause; (v) of any matter which may concern or relate to the breach or potential breach of Anti-Corruption Laws in relation to the Purchaser or the Purchase Order.
- 22.3 The Supplier shall keep and maintain detailed books and records of the Goods or Services provided under the Purchase Order as well as transactions, payments and the movement of funds related thereto. The Purchaser will have the right of access to, and audit of, the Supplier's books, records (including electronics records) payroll and related documents held by the Supplier or its related entities for a period of up to 5 years from completion, expiry or termination of the Purchase Order, whichever is the later.
- 22.4 If the Purchaser reasonably believes that the Supplier has not complied with this Clause, or knows this to be the case, the Purchaser may immediately suspend performance under the Purchase Order and/or immediately terminate the Purchase Order.
- 22.5 The Supplier agrees to protect, indemnify and hold harmless the Purchaser from and against all demands, claims, breach or actions arising from any failure of the Supplier Group to comply with the requirements of this Article.

Section 23. Applicable Law

- 23.1 The Purchase Order shall be governed by and construed in accordance with English law without recourse to its conflict of law principles. The United Nations Convention of the International Sale of Goods shall not apply.

Section 24. Dispute Resolution

- 24.1 The Parties shall attempt in good faith to amicably settle any Dispute. If any Dispute is not resolved amicably within sixty (60) Business Days from the date the Dispute is notified to the other Party in writing, the Dispute shall be referred to and finally resolved by arbitration in accordance with the rules of arbitration of the

Purchase Order Terms and Conditions

International Chamber of Commerce (ICC Rules) by three (3) arbitrators. The seat of the arbitration shall be London, England. The arbitration shall be conducted in the English language. The Parties agree, pursuant to Article 30(2)(b) of the ICC Rules, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed US\$ 200,000 at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules. The seat of any expedited arbitration shall be London, England. The arbitration shall be conducted in the English language.

Section 25. Records and Audit

- 25.1 The Supplier will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made in connection with, the Purchase Order. The Supplier will implement and maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with this Purchase Order, or transactions which relate to the Purchase Order or the performance of it, are properly, accurately and completely recorded. The Supplier will, upon request, permit the Purchaser to audit and examine any books and financial records necessary for the verification of compliance with the Supplier's representations, warranties and undertakings in these Terms and Conditions. The Supplier will provide any information and assistance reasonably required by the Purchaser to enable and facilitate any such audit and examination, including access to the Supplier's personnel.

Section 26. General Terms

- 26.1 Failure of the Purchaser to exercise any of its rights pursuant to these terms and conditions shall in no way constitute a waiver of those rights nor shall such failure excuse the Supplier from any of its obligations under the Purchase Order.
- 26.2 The Purchase Order and these Terms and Conditions constitute the entire agreement and understanding between the Parties with respect to the subject matter and supersedes all prior exchanges, discussions and agreements between the Parties on the subject matter.
- 26.3 If any provisions of the Purchase Order or these Terms and Conditions is or become invalid, unenforceable or illegal, the validity of the remaining provisions shall not be any way be affected or impacted.
- 26.4 All notices and communications between the Parties in respect of this Purchase Order must be in writing and in the English language. Such notices and communications may be serviced by hand delivery, mail, email or courier to the address set out in the Purchase Order or as notified in advance by a Party to the other.
- 26.5 A person who is not a party to this Contract has no right under the Parties agreement or the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Parties agreement.