

## STANDARD TERMS AND CONDITIONS OF PURCHASE

The terms and conditions set out herein shall form the basis of the contract for the purchase and sale of goods and/or services as described overleaf. Notwithstanding anything to the contrary in the Supplier standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued by the Supplier, these conditions shall apply except insofar as expressly agreed in writing by an authorised representative of the Global Marine Group.

### 1.0 DEFINITIONS

In these conditions:

1.1 "Affiliate" means any subsidiary, parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 736 of the Companies Act 2006;

1.2 "Anti-Corruption Law" means:

(a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997;

(b) the Foreign Corrupt Practices Act of 1977 of the United States of America (FCPA), as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time;

c) the Bribery Act 2010;

(d) any other applicable law (including (i) statute, ordinance, rule or regulation; (ii) order of any court, tribunal or any other judicial body; and (iii) rule, regulation, guideline or order of any public body, or any other administrative requirement) which:

(1) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; and/or

(2) is broadly equivalent to the FCPA and/or the above United Kingdom laws or was intended to enact the provisions of the OECD Convention or which has as its objective the prevention of corruption;

1.3 "Customer" means either Global Marine Systems Ltd, Global Marine Cable Systems Pte Ltd, CWind Limited, as defined within the Purchase Order details;

1.4 "Forced Labour" means "slavery" and "forced labour" as these terms are defined by the international Labour Organisation (ILO) from time to time, including in any present or future ILO conventions.

1.5 "Supplier" means the person, firm or company to whom this Purchase Order is addressed;

1.6 "Goods" means the goods and/or services as described overleaf to be supplied under the Purchase Order;

1.7 'Issued Property' means all property including and without prejudice to the generality Thereof documentation supplier to the Supplier by or on behalf of the Customer under the Purchase Order;

1.8 "The Price" means the price as stated overleaf on this Purchase Order for the supply of the Goods.

1.9 "Regulations" means all applicable legislation including the provisions of the Health and Safety at Work Act 1974 and any modifications thereof together with any applicable regulation or byelaw of any Local or other Authority.

### 2.0 TERMS AND CONDITIONS

2.1 These terms and conditions shall apply unless amended by any special conditions appearing on the front of this Purchase Order. The Purchase Order can only be varied or extended by a written document signed by a duly authorised signatory of the Customer. In the event of any conflict, or apparent conflict between the special conditions overleaf and these terms and conditions, the special conditions shall apply.

### 3.0 QUALITY

3.1 The Supplier shall be responsible for, and demonstrate to the satisfaction of Customer that the Goods have been tested, conform to the Purchase Order, are of merchantable quality and free from defects in material or workmanship,

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fit for their intended purpose (where such purpose has been made known to the Supplier either expressly or by implication) and comply with Regulations. Customer reserve the right to audit the Goods and/or any other aspect whatsoever arising out of the Purchase Order at any reasonable time, at the premises of the Supplier or Customer.

3.2 Customer shall be entitled to reject any of the Goods delivered which are not in accordance with the Purchase Order. Customer reserve the right to charge the Supplier for costs incurred by Customer as a result of the Goods being rejected.

3.3 The Goods supplied against this Purchase Order must be suitably packed for the method of transport including freight forwarding as designated on the Purchase Order and clearly labelled with the Purchase Order number and, if applicable, part numbers in accordance with Regulations.

**4.0 WARRANTY/GUARANTEES**

4.1 For a period of 18 months after delivery, the Supplier shall expeditiously and at his own expense make good by either repair or replacement all defects appearing under proper use or testing which arise from either faulty materials, workmanship or design unless resulting from Customer's negligence or default.

4.2 All repairs to or replacements of equipment, parts, components or materials undertaken pursuant to 4.1 above shall be warranted for an additional 18 months from the date of acceptance of said repair or replacement by Customer.

**5.0 DELIVERY**

5.1 The risk and title in the Goods shall pass to Customer on delivery at the address designated on the Purchase Order.

5.2 The Goods shall be delivered to the address and by the date shown on the Purchase Order.

5.3 The Supplier shall deliver the Goods in one consignment during normal office hours and shall be responsible for the off-loading of the Goods.

5.4 The Supplier shall ensure that a duly authorised representative of Customer accepts and signs the Supplier's delivery note for the Goods.

5.5 The Supplier shall repair or replace (at the sole option of Customer) Goods lost or damaged in transit. The Goods shall not be deemed to have been delivered until replacement or repaired items have been delivered to the satisfaction of Customer.

5.6 In the event that Customer instructs the Supplier to deliver in instalments or make a part delivery then these terms and conditions shall apply to each instalment or part delivery.

**6.0 PRICE AND PAYMENT**

6.1 The price stated by the Supplier is firm and includes all packaging costs of CIF to the address as designated on the Purchase Order, all certification costs, all duty payable, all royalty and licence costs and any other item as specifically addressed in the Purchase Order.

6.2 The price shall be shown exclusive of VAT and inclusive of all taxes and duties due up to the point of delivery unless otherwise stated on the Purchase Order.

6.3 The Supplier shall submit one invoice to Customer after delivery of the Goods has taken place to the following address:

Global Marine Systems Ltd,

Accounts Payable, Customer Systems Ltd, Ocean House, 1 Winsford Way, Chelmsford, Essex, CM1 5PD.

All invoices shall be emailed to **invoices@globalmarine.group**

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Global Marine Cable Systems Pte Ltd,

Accounts Payable, Customer Cable Systems Pte Ltd, 331 North Bridge Road, #07-03/04 Odeon Towers, 188720 Singapore.

All invoices shall be emailed to **invoices@globalmarine.group**

CWind Limited,

Accounts Payable, CWind Limited, Ocean House, 1 Winsford Way, Chelmsford, Essex, CM1 5PD.

All invoices shall be emailed to **invoices@cwind.global**

6.4 All due and correct invoices shall be paid at the end of the month following the month in which the Goods are received, or in which the invoice is received, whichever is the later.

**7.0 ISSUED PROPERTY**

7.1 Issued Property shall remain the property of Customer and shall be used solely in the execution of the Purchase Order. Any Issued Property not incorporated in the Goods shall be returned on the termination of the Purchase Order or upon the request of Customer. All Issued Property shall be marked by the Supplier as Customer Property.

7.2 The Supplier shall assume the risk in Customer property whilst in the possession or control of the Supplier, and where appropriate, in transit to Customer following completion of the Purchase Order.

7.3 Upon receipt of issued Property, the Supplier shall satisfy itself that it is fit for the purpose for which it has been supplied and notify Customer within 48 hours or receipt of any deficiencies and/or defects in the Customer property.

7.4 Issued Property shall not form part of the Supplier's assets under any circumstances whatsoever and the Supplier shall ensure that Customer has unrestricted access to it at all times.

**8.0 LIABILITY/INDEMNITY/INSURANCE**

8.1 The Supplier shall indemnify Customer against all claims, liability, demands, proceedings, costs and expenses arising:

8.1.1 in respect of loss or damage to, or death or personal injury of any person arising as a result of any act or omission of the Supplier, its employees, agents or subcontractors (or their employees or agents) in the performance of the Purchase Order, except to the extent such loss, damage, death or personal injury is caused by the negligence of Customer; or

8.1.2 under Part 1 of the Consumer Protection Act 1987 in relation to the Goods.

8.2 The Supplier shall have in force and shall maintain a policy of insurance in respect of its liabilities under 8.1.1 and 8.1.2 above with a limit of indemnity not less than £1,000,000 (one million pounds) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance.

**9.0 INTELLECTUAL PROPERTY**

9.1 The Supplier warrants that the Goods do not infringe any Intellectual Property Rights, including without limitation patents, copyright, registered designs and design rights and undertakes to indemnify and hold harmless Customer against all costs, claims, proceedings or

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demands in respect of such infringement or alleged infringement. The Supplier shall not be required to indemnify Customer against infringements where the Goods are supplied to the particular design or specification of Customer.

9.2 Where licences for use are required in respect of the Goods the Supplier shall ensure that Customer receives a non-exclusive, irrevocable and royalty free licence to use the Goods for all reasonable purposes except manufacture.

9.3 The Intellectual Property in design information supplied by Customer in connection with this Purchase Order shall remain the property of its respective owner(s).

### 10.0 SAFETY AND COMPLIANCE WITH LEGISLATION

10.1 The Supplier shall comply with all Regulations.

### 11.0 CONFIDENTIALITY

11.1 The Supplier, its officers, employees, subcontractors and agents shall maintain confidentiality on all matters not in the public domain concerning or arising from the Purchase Order or tendering thereof for a period of 2 years from the date of the Purchase Order.

### 12.0 VARIATIONS/NOTICES

12.1 Customer may at any time alter any aspect of the Purchase Order subject to the Supplier's agreement which shall not be unreasonably withheld. Any alterations shall be confirmed in writing and signed by both parties.

### 13.0 TERMINATION

13.1 Without prejudice to any other remedies that it may have, Customer shall have the right to terminate this Purchase Order forthwith, and to claim the excess costs of obtaining replacement goods of a similar description if: the Supplier commits a breach of the contract and fails to remedy the breach within a

reasonable time of written notice to do so: or the Supplier is declared bankrupt, is wound up or goes into liquidation or suffers a receiver to be appointed.

13.2 In addition to Customer's rights under 13.1 above Customer may at any time on written notice terminate this Purchase Order forthwith as a whole or in part and where the Supplier is not in breach, Customer shall pay the Supplier such amounts as may be necessary to cover its reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Purchase Order in relation to the Goods in respect of which the Purchase Order has been terminated under this paragraph and for which payment has not at that date become due from Customer, without prejudice to Customer's rights of rejection under Clause 3.2 above. The Supplier shall use all reasonable endeavours to mitigate such costs. Customer's total liability hereunder shall not in any circumstances exceed the price that would have been payable by Customer for the Goods which are subject of said termination.

### 14.0 LAW

14.1 The Purchase Order shall be deemed to have been made in England and shall be governed by and construed in accordance with the English Law. The parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any legal action or proceedings arising out of or in connection with this Purchase Order.

### 15.0 TIME

15.1 The time stipulated for delivery of the Goods shall be of the essence.

### 16.0 NON-DELIVERY

16.1 If the Supplier does not deliver the Goods or any part thereof within the time specified in this Purchase Order. Customer shall be entitled to terminate this Purchase Order, purchase goods of same or similar description to make good such default, and recover the Supplier the amount by

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which the cost of so purchasing other goods exceeds the price which would have been payable to the Supplier in respect of the Goods replaced by such purchase, without prejudice to any other remedy for breach of contract.

**17.0 ASSIGNMENT AND SUB-CONTRACTING**

17.1 The Supplier shall not assign or transfer the whole or any part of this Purchase Order or subcontract the production or supply of any Goods to be supplied hereunder without the prior written consent of Customer.

**18.0 BUSINESS ETHICS**

18.1 The Supplier represents warrants and undertakes to the Customer as follows:

18.1.1 The Supplier, its Affiliates, subcontractors and suppliers will comply and has or have in the past been in full compliance with the Anti-Corruption Laws and will comply with all laws, rules and regulations applicable to it or them.

18.1.2 The books and records of the Supplier are complete, up to date and accurate and have not been used to in any way to disguise or otherwise attempt to conceal (i) any improper payments or (ii) any proceeds of any fraud, theft, tax evasion, or any other crime deemed to be a predicate offence to money laundering under the laws of the United Kingdom or any other applicable laws.

18.1.3 The Supplier, its Affiliates, subcontractors and suppliers have not been the subject of any actual or threatened legal proceedings involving allegations of bribery or corruption.

18.1.4 The Supplier legally and beneficially owns and will continue to own any bank account into which it directs the Customer to make payments pursuant to this Contract.

18.2 Both the Supplier and the Customer agree that they will not, directly or indirectly, receive from, their respective companies, or to other contractors or suppliers, or to government officials or any other persons anything of material value which would be regarded as an improper inducement to any party.

Any breach of this obligation shall constitute a material breach of this Contract, including in relation to the Supplier for the purpose of Clause 13.

18.3 The Supplier warrants that:

18.3.1 It has thoroughly investigated its labour practices, and those of its direct suppliers, to ensure that there is no Forced Labour or Slavery used anywhere in the Supplier's business or by any of the direct suppliers of the Supplier;

18.3.2 It has put in place all necessary processes, procedures, investigations and compliance systems to ensure that the warranties made in this clause will continue to be the case at all times;

18.3.3 It has taken, and will take in the future, all necessary actions and investigations to validate the warranties made in this sub clause.

18.4 Any breach of the obligations under this Clause 18 shall constitute a material breach of this Contract, including in relation to the Supplier for the purpose of Clause 13.