

GLOBAL MARINE | GROUP

PROCUREMENT GENERAL TERMS AND CONDITIONS

FOR PROVISION OF GOODS AND SERVICES

COPYRIGHT & CONFIDENTIALITY

The information contained within this document is provided for the sole use of employees of GLOBAL MARINE SYSTEMS LIMITED, authorised clients and subcontractors. All rights are reserved. No part of this document may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, magnetic tape, mechanical, photocopying, recording or otherwise, without permission from GLOBAL MARINE SYSTEMS LIMITED.

Printed copies of this document are considered uncontrolled.

Contents

1.	DEFINITIONS.....	3
2.	INTERPRETATION	4
3.	TERMS & CONDITIONS	4
4.	DELIVERY	5
5.	INCLUSIVE PRICE	5
6.	ACCESS	5
7.	SPECIFICATIONS	5
8.	DEFECTS CORRECTION	6
9.	PACKING.....	6
10.	DOCUMENTATION	6
11.	HAZARDOUS MATERIAL	6
12.	TITLE AND RISK.....	6
13.	INTELLECTUAL PROPERTY	6
14.	ACCEPTANCE	7
15.	USE	7
16.	PRICE PAYMENT	7
17.	TERMINATION	8
18.	STATUS OF COMPANY.....	9
19.	INDEMNITY ARRANGEMENTS	9
20.	CONSEQUENTIAL LOSS.....	10
21.	INSURANCE	11
22.	CONFIDENTIALITY.....	11
23.	VARIATIONS.....	11
24.	FORCE MAJEURE	11
25.	TRANSFER OF PURCHASE ORDER.....	12
26.	DISPUTE RESOLUTION	12
27.	PROPER LAW AND LANGUAGE.....	12
28.	SPECIAL TERMS	12
29.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT	12
30.	ANTI-BRIBERY and CORRUPTION	13
31.	CORONAVIRUS AND OTHER PANDEMICS	13
32.	COMPANY PANDEMIC POLICY	14

1. DEFINITIONS

1.1 The following definitions shall be used for the purpose of interpreting this PURCHASE ORDER.

"AFFILIATE"	means any subsidiary or 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 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee
"APPLICABLE ANTI-BRIBERY LAWS"	means any laws, regulations and other legally binding measures relating to bribery, corruption or similar activities of (i) the United Kingdom, including without limitation the Bribery Act 2010; (ii) the United States of America including, to the extent applicable to either PARTY, the Foreign Corrupt Practices Act 1977; and (iii) any country or countries in which any of the obligations of this PURCHASE ORDER are to be or are performed.
"COMPANY"	means the person, persons, firm or company named in this PURCHASE ORDER to purchase GOODS AND OR SERVICES hereinafter defined and shall include the COMPANY's legal personal representatives, successors and assigns.
"COMPANY GROUP"	means the COMPANY, its CO-VENTURERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the CONTRACTOR GROUP.
"CONTRACTOR"	means the person, persons, firm or company named in this PURCHASE ORDER to supply GOODS AND OR SERVICES hereinafter defined and shall include the CONTRACTOR's legal personal representatives, successors and assigns.
"CONTRACTOR GROUP"	means the CONTRACTOR, its subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the COMPANY GROUP.

"DELIVERY DATE"	means the date(s) upon which the GOODS AND OR SERVICES shall be delivered as specified in this PURCHASE ORDER.
"GOODS "	means the GOODS AND OR SERVICES to be provided in accordance with this PURCHASE ORDER.
"PARTY"	means either the CONTRACTOR or the COMPANY (as applicable) and "PARTIES" means both of them.
"PURCHASE ORDER"	means the contract formed by the acceptance of these General Conditions of Contract as amended and / or supplemented (as the case may be) by any other terms or conditions set out in the document which incorporates these General Conditions of Contract by reference.
"SERVICES"	Means any Services or Work provided by the Contractor to the Company including the provisions of advisory or consultancy services

2. INTERPRETATION

- 2.1 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.
- 2.2 Nevertheless, if for any reason it is considered necessary by the COMPANY to give an instruction to the CONTRACTOR orally in the first instance, the CONTRACTOR shall comply with such instruction only by the COMPANY's authorized personnel as stated on the Purchaser Order. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the CONTRACTOR confirms in writing any such oral instruction which is not contradicted in writing by the COMPANY without undue delay, it shall be deemed to be an instruction in writing by the COMPANY.
- 2.3 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 2.4 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.
- 2.5 For the avoidance of doubt, if there is any ambiguity between any documents, terms and conditions, supplier specifications, the Purchaser Order documents shall be listed in order of precedence as follows; (a) Company's Special Terms and Conditions (b) These Purchase Order Terms and Conditions (c) The Purchase Order (d) Technical Specification

3. TERMS & CONDITIONS

- 3.1 The CONTRACTOR will sell, and the COMPANY will buy, the GOODS AND OR SERVICES on the terms set out in this PURCHASE ORDER.

4. DELIVERY

- 4.1 The CONTRACTOR will deliver the GOODS AND OR SERVICES to the COMPANY at the place specified in this PURCHASE ORDER, on the DELIVERY DATE.
- 4.2 In the event that the CONTRACTOR is unable to deliver the GOODS AND OR SERVICES on the DELIVERY DATE the CONTRACTOR shall notify the COMPANY at the earliest possible opportunity. The PARTIES shall endeavor to agree a mutually acceptable revised DELIVERY DATE.
- 4.3 However, in the event that the PARTIES cannot agree, the COMPANY shall have the right to terminate this PURCHASE ORDER and recover from the CONTRACTOR the direct losses sustained as a result of the delay up to an amount not to exceed the value of this PURCHASE ORDER.
- 4.4 It is acknowledged that the CONTRACTOR's failure to deliver the GOODS AND OR SERVICES on time in accordance with the agreed programme or schedule, will cause the COMPANY to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the COMPANY of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the CONTRACTOR agrees that liquidated damages may be assessed and recovered by the COMPANY as against CONTRACTOR and its surety, in the event of a delay and without the COMPANY being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore CONTRACTOR shall be liable to the COMPANY for payment of liquidated damages in the amount of 2% foreach calendar day or part thereof, that the delivery of the GOODS AND OR SERVICES is delayed beyond the Contracted Delivery Date (in accordance with the Schedule) up to a maximum of 20% of the contract price as adjusted for time extensions provided by the Contractual Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and the CONTRACTOR shall pay them to the COMPANY without limiting THE COMPANY's right to terminate this agreement for default as provided in accordance with Article 17 herein.

5. INCLUSIVE PRICE

- 5.1 The price which the COMPANY has agreed to pay for the GOODS AND OR SERVICES is set out in this PURCHASE ORDER and is exclusive of VAT but includes all other taxes, duties or other charges as applicable.

6. ACCESS

- 6.1 The CONTRACTOR will allow the COMPANY to expedite, inspect and test the GOODS AND OR SERVICES during manufacture at the CONTRACTOR's premises on reasonable prior notice. Any expediting, inspection, testing or any failure to do so shall in no way relieve the CONTRACTOR of its obligations as specified in this PURCHASE ORDER.

7. SPECIFICATIONS

- 7.1 The CONTRACTOR will ensure that the GOODS AND OR SERVICES will meet the COMPANY's requirements with regard to any quality, fitness for purpose, quantity or specifications, which are set out in this PURCHASE ORDER.

8. DEFECTS CORRECTION

- 8.1 The CONTRACTOR will repair, replace or rectify any of the GOODS AND OR SERVICES (or any replacement) which are defective. The CONTRACTOR's obligation shall apply only when the GOODS AND OR SERVICES are used in accordance with the CONTRACTOR's specification or if no such specification exists, used in accordance with their ordinary purpose. The CONTRACTOR's obligation shall cease twenty-four (24) months from delivery or as otherwise specified by the COMPANY. Title and risk in the GOODS AND OR SERVICES or any part thereof which do not comply with the requirements of this PURCHASE ORDER and which are rejected by the COMPANY shall re-vest in the CONTRACTOR on return to the CONTRACTOR.

9. PACKING

- 9.1 The CONTRACTOR will ensure that the GOODS AND OR SERVICES are properly packed, secured and labelled in accordance with accepted good industry practice or specified regulations as detailed in the PURCHASE ORDER Specification and to meet the COMPANY's requirement as specified in this PURCHASE ORDER.

10. DOCUMENTATION

- 10.1 The CONTRACTOR will provide to the COMPANY all drawings, certificates or other documentation in the specified format and quantities as detailed in this PURCHASE ORDER.

11. HAZARDOUS MATERIAL

- 11.1 The CONTRACTOR will ensure that the GOODS AND OR SERVICES will comply with the requirements of all applicable laws and, to the extent that they contain toxic, corrosive or hazardous materials, including but not limited to asbestos, mercury and arsenic. The CONTRACTOR will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.
- 11.2 GOODS AND OR SERVICES supplied under this PURCHASE ORDER which are contaminated beyond use at the time of delivery, shall be regenerated or disposed of by the CONTRACTOR. Notwithstanding Clause 12, the title and risk in the contaminated GOODS AND OR SERVICES will remain with the CONTRACTOR, who will bear all expenses for the said processes.
- 11.3 In the event that COMPANY contaminates the GOODS AND OR SERVICES, the COMPANY will be liable for the cost of regeneration or disposal.

12. TITLE AND RISK

- 12.1 Title in the GOODS and or SERVICES will pass from the CONTRACTOR to the COMPANY at delivery in accordance with the COMPANY's requirements under this PURCHASE ORDER. Risk in the GOODS AND OR SERVICES will pass from the CONTRACTOR to the COMPANY in accordance with Article 14 Acceptance as defined herein.

13. INTELLECTUAL PROPERTY

- 13.1 All designs, drawings and other technical information relating to the GOODS AND OR SERVICES,

including any software provided solely by the CONTRACTOR under this PURCHASE ORDER, and the intellectual property rights therein made or acquired solely by the CONTRACTOR prior to or during the preparation of the proposal or tender or in the course of work on this PURCHASE ORDER shall be and remain the CONTRACTOR's property unless otherwise set out in this PURCHASE ORDER.

- 13.2 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the PURCHASE ORDER except where such infringement necessarily arises from the job specification and/or the COMPANY's instructions.
- 13.3 However, the CONTRACTOR shall use its reasonable endeavors to identify any infringement in the job specification and/or the COMPANY's instructions of any patent or proprietary or protected right, and should the CONTRACTOR become aware of such infringement or possible infringement then the CONTRACTOR shall inform the COMPANY immediately.

14. ACCEPTANCE

- 14.1 Acceptance shall be from the time when a duly authorised employee or representative of the COMPANY as stated in the Purchase Order accepts the GOODS and or SERVICES , delivered, and where such GOODS AND OR SERVICES are not defective or damaged in any way and comply with this PURCHASE ORDER. In the event that a defect in or damage to the GOODS AND OR SERVICES or any breach of this PURCHASE ORDER is identified by the COMPANY, it shall be deemed not to have accepted the GOODS AND OR SERVICES until such time as such defect, damage or breach is remedied by the CONTRACTOR.
- 14.2 Such acceptance shall be within a reasonable time of delivery, but shall be without prejudice to the CONTRACTOR's liability for any defect in or damage to the GOODS AND OR SERVICES or any breach of this PURCHASE ORDER which is not identified by such duly authorised employee or representative of the COMPANY at the time of acceptance.

15. USE

- 15.1 The CONTRACTOR will not be liable for any loss or damage resulting from the failure of the COMPANY to use the GOODS AND OR SERVICES in accordance with any specific operating conditions set out in this PURCHASE ORDER.

16. PRICE PAYMENT

- 16.1 The CONTRACTOR may submit to the COMPANY an invoice on or after delivery.
- 16.2 The COMPANY will pay for the GOODS AND OR SERVICES against the CONTRACTOR's invoice in the amounts specified in this PURCHASE ORDER within sixty (60) days of receipt of the CONTRACTOR's proper Value Added Tax invoice, unless otherwise stated in this PURCHASE ORDER.
- 16.3 If the COMPANY disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the COMPANY shall notify the CONTRACTOR of the reasons and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note the COMPANY shall be obliged to pay

the undisputed part of a disputed invoice.

- 16.4 On settlement of any dispute, the CONTRACTOR shall submit an invoice for sums due and the COMPANY shall make the appropriate payment in accordance herewith.
- 16.5 Interest shall be payable for late payment of correctly prepared and supported invoices. The amount of interest payable shall be based on the then current annual Bank of England 'Base Rate' plus the annual percentage stated in this PURCHASE ORDER and shall be calculated pro rata on a daily basis. In the absence of such percentage, the amount of interest payable shall be based on the then current annual Bank of England 'Base Rate' plus one percent (1%) per annum and shall be calculated pro rata on a daily basis. Interest shall run from the date on which the sum in question becomes due for payment in accordance with the provisions of this Clause until the date on which actual payment is made. Any such interest to be claimed by the CONTRACTOR shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming interest shall be in accordance with the provisions of this Clause.

17. TERMINATION

- 17.1 The COMPANY may at any time give written notice to the CONTRACTOR to terminate this PURCHASE ORDER forthwith and in such event the CONTRACTOR shall be entitled to payment for the GOODS AND OR SERVICES provided in accordance with this PURCHASE ORDER together with such other payments and fees as may be set out in this PURCHASE ORDER or, in the absence of such provisions, such reasonable costs as agreed between the PARTIES at the time of termination.
- 17.2 The COMPANY may at any time give written notice to the CONTRACTOR to terminate this PURCHASE ORDER forthwith for any or all of the following reasons:
- (a) in the event the CONTRACTOR is in breach of a condition; or
 - (b) in the event, in respect of the CONTRACTOR, that:
 - (i) an order is made, or a meeting is called to pass a resolution, for the winding up (except for the purposes of amalgamation or reconstruction), administration, appointment of a receiver or similar procedure.
 - (ii) a receiver, administrative receiver, administrator, provisional liquidator, liquidator or similar official is appointed or notice of the proposed appointment of any of the foregoing is served.
 - (iii) a voluntary arrangement or scheme of arrangement is proposed, or negotiations are commenced, or a composition, compromise, assignment or arrangement, is entered into with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); or
 - (iv) any equivalent act or thing is done or suffered under any applicable or analogous law in any jurisdiction.

In the event of termination for the winding up of either of the Parties during the term of the Contract the CONTRACTOR shall only be entitled to payment for the GOODS AND OR SERVICES delivered in accordance with this PURCHASE ORDER.

18. STATUS OF COMPANY

18.1 The COMPANY enters into this PURCHASE ORDER for itself and as agent for and on behalf of the other CO-VENTURERS. Without prejudice to the provisions of Clause 29 and notwithstanding the above:

- (a) the CONTRACTOR agrees to look only to the COMPANY for the due performance of this PURCHASE ORDER and nothing contained in this PURCHASE ORDER will impose any liability upon, or entitle the CONTRACTOR to commence any proceedings against any CO-VENTURER other than the COMPANY; and
- (b) the COMPANY is entitled to enforce this PURCHASE ORDER on behalf of all CO-VENTURERS as well as for itself. For that purpose, the COMPANY may commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any claim which any CO-VENTURER may have against the CONTRACTOR.

19. INDEMNITY ARRANGEMENTS

19.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of this PURCHASE ORDER; and
- (b) personal injury including death or disease to any personnel of the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of this PURCHASE ORDER; and
- (c) subject to any other express provisions of this PURCHASE ORDER, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause 19.1 (c) "third party" shall mean any party, which is not a member of the COMPANY GROUP or the CONTRACTOR GROUP.

19.2 The COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) loss of or damage to property of the COMPANY GROUP whether
 - (i) owned by the COMPANY GROUP, or
 - (ii) leased or otherwise obtained under arrangements with financial institutions by the COMPANY GROUP

arising from, relating to or in connection with the performance or non-performance of this PURCHASE ORDER, but excluding the GOODS AND OR SERVICES prior to delivery; and

- (b) personal injury including death or disease to any personnel of the COMPANY GROUP arising

from, relating to or in connection with the performance or non-performance of this PURCHASE ORDER; and

- (c) subject to any other express provisions of this PURCHASE ORDER, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY GROUP. For the purposes of this Clause 19.2 (c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or the COMPANY GROUP.
- 19.3 All exclusions and indemnities given under this Clause (save for those under Clauses 19.1(c) and 19.2(c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 19.4 If either PARTY becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both PARTIES shall co-operate fully in investigating the incident.
- 19.5 The indemnities given by the PARTIES under this PURCHASE ORDER are full and primary, and shall apply irrespective of whether the indemnified party has, or has not insurance in place relating to any claims, losses, damages or costs in respect of the subject matter of any indemnity given under this PURCHASE ORDER.
- 19.6 Each PARTY expressly agrees that the indemnities set out in this Clause do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the performance or non-performance of this PURCHASE ORDER.

20. CONSEQUENTIAL LOSS

- 20.1 For the purposes of this Clause the expression "Consequential Loss" means:
- (i) consequential or indirect loss under English law; and
 - (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the date of this PURCHASE ORDER.
- 20.2 Notwithstanding any provision to the contrary elsewhere in this PURCHASE ORDER and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in this PURCHASE ORDER, the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the COMPANY GROUP's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from the CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of this PURCHASE ORDER.
- 20.3 All exclusions and indemnities given under this Clause shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

21. INSURANCE

21.1 The PARTIES shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under this PURCHASE ORDER and at law and shall provide copies of Insurance Policies upon request by the COMPANY's authorised representative as stated in this Purchase Order.

22. CONFIDENTIALITY

22.1 The PARTIES shall keep this PURCHASE ORDER and any information, which either PARTY learns about the other, in strict confidence and will not disclose the same to any third party without the prior written consent of the other PARTY.

23. VARIATIONS

23.1 With reasonable prior notice, the PARTIES shall discuss variations to this PURCHASE ORDER and agree with each other resulting changes to any of the details shown in this PURCHASE ORDER.

24. FORCE MAJEURE

24.1 Neither PARTY shall be responsible for any failure to fulfil any term or condition of this PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against.

24.2 For the purposes of this PURCHASE ORDER only the following occurrences shall be force majeure:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power.
- (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (d) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity.
- (e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its sub-contractors or its suppliers and which affect a substantial or essential portion of the GOODS AND OR SERVICES.
- (f) Maritime or aviation disasters.
- (g) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bylaw of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

(h) Pandemic and Epidemics not including the COVID-19 Pandemic which was known of at the time of signing up to these terms and conditions.

25. TRANSFER OF PURCHASE ORDER

25.1 Neither PARTY shall at any time sub-contract or assign any part of their respective rights or obligations under this PURCHASE ORDER to any other person, without first obtaining the other PARTY'S prior consent which shall not unreasonably be withheld or delayed.

26. DISPUTE RESOLUTION

26.1 If either PARTY is dissatisfied with the performance of the other in relation to the GOODS AND OR SERVICES or this PURCHASE ORDER, the PARTIES shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way.

26.2 If no agreement is reached the PARTIES may attempt to settle the dispute by a form of alternative dispute resolution to be agreed between the PARTIES.

26.3 In the absence of any agreement being reached on a particular dispute in connection with the Contract which has not been resolved amicably between the PARTIES shall be finally and exclusively determined by arbitration in London, England, in accordance with the provisions of the ICC Rules (International Chamber of Commerce Rules) . Disputes hereunder shall be resolved by one or more arbitrators appointed in accordance with such ICC Rules. The language to be used in the arbitral proceedings shall be English.

27. PROPER LAW AND LANGUAGE

27.1 This PURCHASE ORDER, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter, shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

27.2 The ruling language of this PURCHASE ORDER shall be the English Language.

28. SPECIAL TERMS

28.1 The PARTIES agree that any special conditions set out in this PURCHASE ORDER will take precedence over these General Conditions of Contract.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

29.1 Subject to Clause 29.3, the PARTIES intend that no provision of this PURCHASE ORDER shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a PARTY to this PURCHASE ORDER.

29.2 For the purposes of this Clause 29, "Third Party" shall mean any member of the COMPANY GROUP (other than the COMPANY) or CONTRACTOR GROUP (other than the CONTRACTOR).

29.3 Subject to the remaining provisions of this PURCHASE ORDER, Clause 13, Clause 19, Clause 20 and Clause 21 are intended to be enforceable by a Third Party by virtue of the Act.

- 29.4 Notwithstanding Clause 29.3, this PURCHASE ORDER may be rescinded, amended or varied by the PARTIES to this PURCHASE ORDER without notice to or the consent of any Third Party even if, as a result, that Third Party's right to enforce a term of this PURCHASE ORDER may be varied or extinguished.
- 29.5 The rights of any Third Party under Clause 29.3 shall be subject to the following: -
- (a) any claim, or reliance on any term of this PURCHASE ORDER by a Third Party shall be notified in writing in accordance with the requirements of Clause 19.4 by such Third Party as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum:
 - (i) details of the occurrence giving rise to the claim; and
 - (ii) the right relied upon by the Third Party under this PURCHASE ORDER;
 - (b) the provisions of Clause 26 shall apply in respect of any claim by a Third Party in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Clause 26; and
 - (c) the Third Party's written agreement to submit irrevocably to the jurisdiction of the English Courts in respect of all matters relating to such rights.
- 29.6 In enforcing any right to which it is entitled by virtue of the Act and the provisions of this PURCHASE ORDER, the remedies of a Third Party shall be limited to damages.
- 29.7 A Third Party shall not be entitled to assign any benefit or right conferred on it under this PURCHASE ORDER by virtue of the Act.

30. ANTI-BRIBERY and CORRUPTION

- 30.1 The CONTRACTOR shall comply with the APPLICABLE ANTI-BRIBERY LAWS and any other applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the supply and/or purchase of the GOODS AND OR SERVICES.

31. CORONAVIRUS AND OTHER PANDEMICS

The CONTRACTOR hereby acknowledges and agrees that, at the time of this Contract, the World Health Organization (WHO) has designated the global spread of the severe acute respiratory syndrome coronavirus 2, which causes the coronavirus disease ("COVID-19") and its associated strains thereof, to be a global pandemic.

Governments and public health authorities at all levels, worldwide, have instituted and may institute further measures to protect the safety and health of their citizens and their economies (Pandemic Measures)

The parties acknowledge and agree that the CONTRACTOR proposal response was submitted at a time when the full impact of the Pandemic still remains fully unknown.

Accordingly, notwithstanding anything else to the contrary as may be contained in the CONTRACTOR's commercial proposal and the terms and conditions of Contract, the

CONTRACTOR hereby acknowledges and agrees that it shall be liable to pay for the following.

- (i) Coronavirus testing
- (ii) Quarantine and associated subsistence costs
- (iii) PPE (personal protective equipment)
- (iv) Any and all other associated actual costs as a result of performing the Contract

The CONTRACTOR agrees to hold harmless the COMPANY from and against all claims, legal fees and or subsequent insurance claims from and against its personnel arising out of or in connection with the COVID-19 pandemic and or its associated strains both known and unknown throughout the duration of the Contract.

The CONTRACTOR shall not be entitled to equitable adjustments in price nor schedule under the Contract in relation to or as a result of the known COVID-19 pandemic and or its associated strains both known and unknown at the time of entering and during the performance of the Contract.

32. COMPANY PANDEMIC POLICY

The CONTRACTOR shall always comply with the COMPANY's Pandemic Policy Guidance throughout the duration of the Contract. The COMPANY shall furnish the CONTRACTOR with copies of the Pandemic Policy Manual during the Tender Process.

The CONTRACTOR shall be issued with the following documents at the Tender Stage to avoid any incremental adjustments to the CONTRACTOR Commercial Proposal at time of Contract award.

- (a) GMG-S-KA-0040 Pandemic Response
- (b) GMG-S-KA-0043 Vessel Access Control During Pandemic Response
- (c) GMG-S-KA-0053 COVID 19 Testing