

GENERAL PURCHASING CONDITIONS

1. Preamble

These general purchasing conditions ("the **Conditions**") form part of and govern the transaction(s) between Buyer (as defined) and Supplier (as defined) and shall be deemed incorporated by reference into any Purchase Order (as defined) between the parties, where no other general conditions or terms are specifically agreed (the Conditions and a PO together forming "the **Agreement**"). Specifically, these Conditions shall supersede and exclude all other prior or subsequent oral and written agreements between the Parties, including any terms or conditions referred to or incorporated in invoices or correspondence or similar and any terms and conditions otherwise applicable to said transaction. By confirming the PO or by performing or supplying any goods and/or services set forth in the PO or invoicing pursuant to the PO, Supplier expressly agrees and accepts all terms of the PO and this Agreement.

2. Definitions in the PO

"Affiliate" means any entity controlling, controlled by, or under common control with Supplier or Buyer respectively, including (i) other persons directly or indirectly minority owned by the Party where there is a legal prerequisite under local law for local majority ownership, or (ii) any person under common Control by the Party or under common Control by a person under the direct or indirect Control of the Party, or (iii) any person under the direct or in direct Control of a person that has the direct or indirect Control of the Party. **"Associated company"** means any entity which is not an Affiliate but is partly-owned or managed by Svitzer or an Affiliate of Svitzer. **"Buyer"** means Svitzer, its Affiliate or Associated Company that enters into a PO with Supplier. **"Consequential Losses"** means consequential, indirect or special losses under applicable law. **"Government"** means any national, regional or local government including any department, agency or other body thereof, and any enterprise owned, managed or otherwise controlled by a government agency or instrumentality. **"Group Entity"** means one of Svitzer or Supplier or a respective Affiliate or Associated Company (in plural **"Group Entities"**). **"Permitted Users"** means Group Entities, a legal or natural person to whom Buyer has agreed to provide goods or services, and a subcontractor of either Buyer or Svitzer. **"Personnel"** means directors, officers and employees, agency staff, agents and invitees and other personnel retained by or engaged in business for the benefit of a Party. **"Purchase Order"** or **"PO"** means an individual contract, order or similar instrument for Supplier's delivery of goods and/or services issued by or to Buyer. **"Public Official"** means any (a) appointed official or any director, officer or other person employed in any capacity (i) at any level of Government, (ii) in a labour union controlled by any Government or political party or (iii) in any public international organization such as the United Nations or the European Union including any department, agency or other body thereof, (b) any candidate or officer or other person employed by a political party or (c) any person acting in any official capacity for or on behalf of any person or organization listed in (a) or (b). **"Subcontractor"** means a supplier, contractor, vendor, agent or independent consultant selected and retained by Supplier who is providing services on behalf of Supplier.

3. Price, Invoicing, Payment and Taxes

Price and charges. The fees and charges for the provision of the goods and/or services shall be the price shown for each of such goods and/or services on the face of the PO or as provided in Schedule C (Supplier's Rates) of this Agreement.

E-Catalogue. If requested by Svitzer, Supplier shall submit or upload all relevant information of the Goods/Services (including prices), as the case may be in Excel format or directly to Buyer's "e-Catalogue System". The details shall include, but are not limited to: 1. Supplier part number, 2. Short Description of each item, 3. Unit of Measure, 4. Export Controlled (Yes/No - including needed Export Control information as outlined Schedule 3, "Compliance", when yes) and 5. Lead Time. Supplier is responsible for keeping the aforesaid information updated at all times and must notify Svitzer without undue delay on discovery of any incorrect data. Buyer will rely on Supplier's data in the Excel spreadsheet or, as the case may be, the e-Catalogue when making a purchase under a PO (except in the case of obvious error).

No other charges. Apart from VAT and taxes (as set out below), the fees and charges shall include all costs and expenses, whether internal or external or direct or indirect incurred by Supplier in complying with the obligations set out in this Agreement or required by law.

Invoicing. Invoices shall be in English, addressed to Buyer and include all necessary references to the specific goods and services provided and Buyer's references including Buyer's name, contact person and department, PO number, place of delivery, quantity and description of the goods or services (in the same sequence as in the PO). With regards to taxes each invoice shall show (i) the governing VAT rate applicable to the charges being invoiced; (ii) the VAT registration number of Supplier; and (iii) the VAT registration number of Buyer. Invoices must be submitted to Buyer within 7 (seven) days from the date of invoice, otherwise Buyer is entitled to reject the invoice and require Supplier to resubmit a current dated invoice.

Due payment and non-payment. Payment shall be due and payable current month + 60 (sixty) days from delivery and Buyer's receipt of complete and correct invoice at the address stated in the PO, if not disputed by Buyer prior thereto in writing. In the event Buyer has not received an invoice, in whole or in part, for the goods or services under a PO at the address stated in the PO 90 (ninety) days after the delivery of the goods or completion of the services, such goods or services shall not qualify for invoicing and any such invoice presented shall not be payable.

VAT and Taxes. All prices and rates contained in this Agreement are exclusive of VAT but inclusive of all other taxes, duties and charges including but not limited to, corporate income taxes, individual taxes and other social contributions (labour law taxes).

Right to set off payment. Buyer reserves the right to set off payments against any amount validly in dispute or owed to Buyer by Supplier.

Overcharging under a PO. Supplier shall at Buyer's request, assist Buyer and/or any third party auditor appointed by Buyer in any review of charges for the goods and/or services delivered. In the event that Supplier has overcharged Buyer, Supplier shall refund any overcharged amount plus interest from the relevant date(s) of (either directly or through a deduction from any amount due or becoming due). In the event that such

overcharge comprises more than 3 (three) percent of the goods and/or services under a relevant PO, Supplier shall also be liable for the reasonable costs of the third party auditor.

4. Liens

No Liens. Supplier agrees to indemnify, defend and hold Buyer harmless from and against any lien arising out of Supplier's supply of goods and performance of services, and shall keep the property of Buyer (including without limitation its vessels) free from any and all liens and encumbrances. To the fullest extent permitted by law, Supplier waives all rights of liens against the property of Buyer. In the event that Supplier fails to release and discharge any claim, lien and/or encumbrance of others against Buyer's property or vessels, within 10 (ten) working days after receipt of notice from Buyer to remove the same, Buyer may at its option, discharge or release the same and Supplier shall pay any and all costs and expenses, including lawyer's fees incurred by Buyer arising out of or in relation to such discharge or release.

5. Delivery, Title and Risk

Delivery and Incoterms. Unless otherwise provided in a PO, delivery terms (i) for goods shall be DDP (Incoterms 2020) at the delivery point and on the date stated in the PO with all necessary customs invoices and delivery notes (issued in duplicates in English), advice notes, bills of lading and other documents ordinarily accompanying such goods and (ii) for services shall be at the delivery point and on the date(s) stated in the PO.

Title and risk. Without prejudice to Buyer's rights and remedies herein, title and risk for the goods pass to Buyer upon, and Supplier remains fully responsible for all goods until, confirmed delivery, whereas title and risk of the services shall pass to Buyer upon approved completion of the services, unless otherwise provided in the PO. Supplier remains responsible for all goods leased to Buyer.

Complete delivery. Unless otherwise provided in the PO, delivery shall not be deemed to have taken place until the goods and/or services have been received in full and in conformance with the timeline and milestones set out in the PO and with all certificates of approval, test certificates and other certification or necessary documentation required according to this Agreement or at law.

6. Packing, Marking and Restricted Articles

Packing requirements. Unless it is set out differently in a PO, all goods delivered (including each successive deliveries) shall be packed in non-wooden packaging, presented with a "Non-wooden Packaging Declaration" or alternatively approved wooden packaging, i.e. bark-free and heat or fume-treated carrying an official certificate from the exporting Government approving the above treatment. In case above requirements are not complied with Buyer has the right to reject the delivery or re-package the goods at Supplier's expense. All goods shall be delivered in a secure and appropriate packing suitable for domestic or overseas transport with due consideration to the generic nature and composition of the goods supplied. Each PO must be packed separately to ensure proper registration and receipt. Supplier is allowed to pack several POs on the same pallet, as long as each PO is packed in its own package. Pallets containing packages for several POs shall be labelled with an A4 sized sign "Mixed Pallet" or "Split Pallet". Supplier must pack multiple packages for a single PO on the same pallet. Supplier may not split a PO with multiple packages over several pallets unless the PO is so large that it fills one pallet and needs to be packed on a second pallet. Supplier shall otherwise follow any reasonable handling and packing instructions.

Marking. Each delivery shall be clearly marked with Buyer's name and address, Buyer's PO number, place of delivery, consignee and "Ship's spares in transit" or other relevant identifying description on the exterior of the package(s) and be included in the documentation. Restricted articles must be marked and packed according to the IMO/IATA/ADR/RID rules and regulations in force at the time of delivery. Likewise all documents/- certificates prescribed in IMO/IATA/ADR/RID must accompany the goods but should not be enclosed in the package(s).

7. Hazardous Substances

Registration requirement. If a Supplier delivers hazardous substances, a Safety Data Sheet ("SDS") shall be delivered by Supplier to Buyer together with the delivery taking place.

Costs. Supplier is expected to pay for all costs in connection with preparation of the SDS.

Instructions. All hazardous substances delivered shall be accompanied by easily understandable instructions (SDS and Product Data Sheet) in English and a dangerous goods declaration or a marine pollutants declaration, as applicable, as required by the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997.

Compliance. The SDS shall comply with any applicable national legislation. Supplier shall update the SDS continuously and at a minimum confirm its validity annually.

Innovation. Supplier shall stay up-to-date with any technological developments and ensure that hazardous substances are replaced by less hazardous ones where technically possible to comply with applicable legislation to substitute hazardous substances. Supplier undertakes not to utilize hazardous substances if they can be substituted by a substance which is not hazardous, less hazardous or less noxious than the one being used. Supplier shall inform Buyer promptly whenever any hazardous substances have been substituted.

8. Compliance

General compliance. Supplier represents and undertakes that in the performance of this Agreement, it and all of its affiliates, directors, officers or sub-contractors will comply in all material respects with all applicable laws, rules, regulations or similar instruments including relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulator)).

For the purposes of clarity:

- (a) the Supplier will not give, promise or attempt to give or approve the giving of anything of value to any person, for illegal purposes or for improperly obtaining or retaining business, and
- (b) the Supplier shall not deal, or cause the other Party to deal with, any person or entity in respect of transactions prohibited by foreign trade controls, except with Buyer's prior written consent; or which could damage Buyer's commercial or other reputation interests, even if not in violation of any foreign trade controls.

The Supplier has established processes and maintains policies and procedures to prevent violation of this clause 8.

If Supplier breaches any of its obligations or representations in this clause, Buyer may terminate this Agreement or any PO with immediate effect without incurring any liability.

Costs. All costs incurred in complying with this clause 8 shall be for the sole account of Supplier and Supplier shall indemnify and hold Buyer harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this clause 8. Buyer shall have the right to undertake or to appoint at its own cost, charge and expense a designated representative to audit and verify Supplier's compliance with this clause 8.

Cybersecurity. Supplier shall comply with and provide the goods and services in accordance with Svitzer's Cyber Security policies as amended from time to time and found at <https://svitzer.com/supplier-information-centre>.

9. Sustainable Procurement

Code of conduct. In addition to the obligations of clause 8, Supplier shall respect and commit to implement Svitzer's Supplier Code of Conduct (the Code) as amended from time to time and found at <https://svitzer.com/supplier-information-centre/> or alternatively the internationally recognized standard Ten Principles of United Nations Global Compact (UNGC) within the areas of human rights, anti-corruption, environment and labour and Supplier agrees – if and when so requested - to provide necessary documentation as well as accommodate any audit by Svitzer or Buyer in order to verify the same. Supplier shall require their own suppliers to implement similar rules and, as appropriate, pass on such requirements to their sub-suppliers and so on. Supplier's non-compliance with this clause 9 shall be considered a material breach of the Agreement. Should the Supplier be unable to meet the listed requirements, the Supplier will agree to develop and execute an improvement plan.

10. Intellectual Property Rights

Intellectual property rights. All intellectual property rights in and to goods, documentation, data or other deliverables and materials specifically developed by Supplier to fulfil the Agreement shall vest in Buyer upon creation, regardless of the requirement to patent or register such intellectual property or not. Supplier hereby irrevocably assigns to Buyer by way of present and future assignment (as applicable) its whole right, title and interest in and to such intellectual property rights free from all liens, charges and encumbrances at no cost to Buyer and without imposing further conditions with the intent that the same shall vest in Buyer immediately or, in the case of goods, documentation, data or other deliverables not yet in existence that the intellectual property rights shall so vest immediately upon coming into existence.

Licence. Notwithstanding anything mentioned hereinabove, Supplier hereby grants to Buyer's Group, who may authorise Permitted Users to utilise the same licence, at no cost, a perpetual, worldwide, royalty free, irrevocable, transferable, sublicensable and non-exclusive licence to use, modify, combine, maintain, repair and further develop any and all goods, data, services and intellectual property rights including those described in the paragraph above, to the extent necessary for Buyer's Group to the enjoy full benefit of the goods, data and services for such purpose as intended under this Agreement. All intellectual property rights which are the property of the Buyer's Group may be used by Supplier only to the extent required for the proper performance by Supplier of its obligations under this Agreement, for which sole purpose the Buyer hereby grants to Supplier at no cost a non-exclusive and non-transferable licence.

11. Confidentiality and Reference

General obligations. The following information whether in written, oral or visual form shall be considered "Confidential Information" for the purposes of the Conditions: (i) All information of Group Entities concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with Group Entities or other technical and commercial matters, (ii) the terms of the Agreement, (iii) any information developed by reference to or use of Group Entities' information referenced above and (iv) any information which is revealed, stated to be or marked as confidential, and (v) any information which according to applicable law is confidential, disclosed by a Party ("Disclosing Party") to another Party ("Receiving Party") in relation to this Agreement. Such Confidential Information shall remain the property of the Disclosing Party and shall not be given or disclosed to any third party without Disclosing Party's prior written consent. Receiving Party shall only use the Confidential Information for the purposes of this Agreement and shall limit internal dissemination hereof.

Disclosure to Group Entities. Nothing in this clause 11 may be deemed or construed to prevent Buyer from disclosing any Confidential Information obtained from Supplier or its Group Entities (i) to any Group Entities, employees or other recipients of the goods or services; (ii) if such disclosure is in the discharge of a recipient's obligations to supply information for the purpose of complying with any law; or (iii) if such disclosure is made for due diligence purposes under strict and customary confidentiality obligations in relation to a divestment of business activities or assets of a service recipient subject to such persons having an equal duty of confidentiality as the Buyer.

Reference and advertising. Supplier is not permitted without prior written consent from Buyer to use Buyer's name or any commercial relation with Buyer or a company associated with Buyer for the purpose of advertising or as a reference.

12. Data protection

Business Contact information. The Parties may share business contact information regarding a Party's personnel or third parties engaged by it for the purposes of maintaining the contractual business relationships between the Parties such as contract management, payments etc. It is each Party's responsibility to comply with applicable data protection and data privacy legislation and regulations. A Party shall defend and indemnify the other Party from and against any claims due to the Party's non-compliance with this Clause.

13. Warranties and defects

Warranty period. The goods and services delivered shall comply with the warranties and undertakings in (i) and (ii) below for 24 (twenty-four) months from the goods are taken into use or from the date of complete delivery of services whichever is later, however continuing for no longer than 36 (thirty-six) months from delivery of the goods.

Supplier's warranties. Supplier warrants and undertakes that (i) the goods shall be new, of good quality and workmanship, free from defects and fit for the intended purposes as known to the Parties, including complying with any applicable regulations, specifications and standards, (ii) the services shall be delivered in accordance with market standards and first class professional practices or such other level of standards agreed between the Parties; (iii) relevant spare parts and/or associated services for goods will be available for a minimum of 10 years from delivery of the relevant goods delivered under the Agreement (this obligation shall survive any termination hereof and be subject to the terms and conditions of the Agreement) and (iv) the goods and/or services or any rights conferred to Buyer pursuant to this Agreement do not infringe the rights of any third party.

Occurrence of Defect. A defect shall be deemed to exist in relation to the goods or services if they are defective under the general principles of English law or if: (i) the goods or services fail to meet the requirements set out in the Agreement and PO, (ii) Supplier is in breach of a service level, or (iii) the goods or services breach Supplier's warranties as set out in this clause.

Proportionate reduction. Buyer shall be entitled to a proportionate reduction of the price and/or the fees payable for the goods and/or services where they are defective and Supplier shall pay, or deduct a proportionate amount from such agreed price or fees which Buyer has paid or shall pay in respect of that defective part of those goods and/or services with due consideration to the actual reduction in their value and benefit to Buyer.

Remedial work on breach of warranty. If Supplier is notified about a breach of warranty claim, Supplier shall upon written request promptly perform all corrective measures which are necessary to remedy any defects arising from any breach of warranty. All costs and expenses incidental to remedying defects will be for the sole account of Supplier.

Step-in right. If Buyer decides that the timing or impact of the corrective measures will be prejudicial to its interests or if Supplier fails to correct promptly any defective goods or redeliver services in accordance with its obligations, Buyer may, subject to informing the Supplier in writing and allowing 24 (twenty four) hours for the Supplier to propose an alternative solution acceptable to Buyer, undertake (in full or in part) Supplier's responsibilities for such delivery or corrective measures, which may include engaging a third party to carry out remedial work and may either deduct from any amount due to Supplier or recover from Supplier all costs reasonably and directly incurred by Buyer in undertaking the delivery or corrective measures, subject to production of appropriate receipts and evidence.

Extension of warranty. Following Supplier's remedy of a defect and/or re-delivery, a new warranty period of the same length as the original warranty period shall apply provided that it shall not extend beyond 36 (thirty-six) months from the commencement of the original warranty period.

14. Remedies

Breach. Breach of Agreement, including breach of warranties, or failure in timely delivery of correct and non-defective goods or services shall entitle Buyer to terminate the PO and /or claim direct damages. In case of failure of timely delivery of correct and non-defective goods or services, Buyer may at its discretion demand that Supplier: (i) pays Buyer a sum by way of liquidated damages of 5% (five per cent) of the total charges to be paid under the PO per day of delay, however such liquidated damages shall not exceed a total of 50% (fifty per cent) of the total charges payable under the PO in question (the parties acknowledging such sum(s) are a genuine pre-estimate of the actual minimum loss which will be suffered by Buyer and shall not be treated as a penalty) and/or (ii) immediately delivers via the fastest means of transportation available at the cost of Supplier (airfreight included). In the event a delay extends beyond the maximum period for liquidated damages pursuant to clause (i) above, agreed in respect of the relevant PO, Buyer shall be entitled to claim at its discretion direct damages for either (i) all relevant losses; or (ii) for the balance of any losses not paid for by means of the liquidated damages and such delay shall be considered a breach entitling Buyer to terminate the Agreement.

Buyer's right to suspend delivery. Buyer is entitled to, at any time and for any reason, suspend the delivery of goods and/or services, or any part thereof, by written notice to Supplier without incurring any liability. Unless instructed otherwise by Buyer, Supplier shall, upon receipt of such notice, immediately discontinue the delivery of the part of the goods and/or services affected by the suspension. Upon Buyer's further written notice, Supplier shall as soon as reasonably practicable, and in any event within [14] Days, resume the delivery of goods and/or services, or any part thereof. If the delivery of goods and/or services is suspended for a period longer than [30] consecutive Days, Buyer shall, at its sole discretion, choose to either terminate the relevant POs for convenience with immediate effect pursuant to Clause 2.6.2-2.6.5 or pay Supplier for reasonable costs necessarily and directly incurred as a result of the suspension, provided that (i) the suspension was not caused by Supplier's breach of this Agreement or due to Force Majeure, (ii) Supplier uses best endeavours to avoid and mitigate the costs; (iii) Supplier provides in writing any evidence reasonably requested by Buyer to substantiate the costs; (iv) the costs do not exceed the fees and charges that would have been payable for the suspended goods and/or services had the suspension not taken place; and (v) any fees and charges relating to the suspended goods and/or services will be reduced by any amount payable under this Clause to prevent double recovery by the Supplier.

15. Liability, indemnities, and consequential losses

Liability. Each Party and the parties to a PO shall be liable to pay damages in accordance with the applicable rules of English law. Additionally, Supplier shall be liable for direct losses arising out of or relating to breach including expenses and cost relating to covering purchase of alternative goods and services and any additional costs arising therefrom. Notwithstanding any other provision of this Agreement and to the extent not otherwise decided by applicable laws, nothing in this Agreement shall exclude or limit either party's liability under or in connection with (i) fraud or fraudulent misrepresentation, (ii) death or personal injury resulting from the negligence of that party, (iii) breach of any actual or implied terms of transfer of title of the goods and/or services, (iv) for any other matter for which liability cannot by applicable law be limited or excluded, (v) breach of its obligations of confidentiality under clause 11; and (vi) any claim under the indemnities in this clause.

Damages. The Parties and Buyer shall be liable for any direct damages arising out of or relating to the performance or non-performance of their respective obligations under the Agreement or applicable Purchase Orders in accordance with the general principles of English law. Such losses shall inter alia comprise direct additional operational and administrative cost and expenses, direct costs related to the purchase of alternative goods

and services and direct charges or other fees relating to other goods or services or costs rendered unnecessary as a result of any default by the Supplier.

Intellectual property indemnity. Supplier shall defend, indemnify and hold harmless Buyer's Group from and against all claims resulting from any proceeding brought against Buyer's Group based on a claim that any goods or services or their use in the manner intended by Supplier infringe any patent or other intellectual property right. Supplier shall pay any judgment awarded as a result of any such proceeding against Buyer's Group. If the use of any such goods or services as intended by Supplier is prohibited, Supplier shall at its own expense either obtain for Buyer's Group the right to continue using such goods or services, replace it with a non-infringing good, modify it so it becomes non-infringing or remove such good or service and refund the purchase price and all transportation and/or installation costs.

Consequential Losses. Neither Party shall be liable to the other for any Consequential Losses whatsoever arising out of or in connection with the performance or non-performance of this Agreement and any PO, nor shall each Party protect, defend and indemnify the other from and against all such claims from its respective Group.

16. Force Majeure

A Party shall not be responsible for any failure to fulfil any term or condition of the PO caused by an unforeseen, extraordinary and serious event (not including economic hardship or adverse weather conditions, except for extraordinary weather conditions) not within its control and not caused by its default or error and which it could not reasonably have provided against by exercising due diligence and/or applying reasonable additional resources. If such event continues for 30 (thirty) consecutive days, Buyer may terminate the PO and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made under such PO, where the Buyer shall pay the Supplier a fair value of the delivered goods and/or services in accordance with this Agreement and as agreed between the Parties. The Party invoking force majeure shall, as soon as possible, notify the other Party hereof in writing.

17. Insurance

Scope of insurance coverage. Supplier shall have and maintain insurance coverage in accordance with good international industry practices and applicable law, including workman's compensation/employer's liability, all property risk, commercial general liability including contractual liability, all risk cover for all goods and services provided by Supplier, comprehensive automobile liability insurance as well as any other insurance which Supplier deems appropriate in connection with fulfilling the duties under these Conditions e.g. professional liability, product liability, transport/cargo insurance, maintenance and construction all risk for the specific period, at its expense with a reputable insurance company, properly safeguarding Supplier against its liability hereunder. Supplier will provide evidence of all requested insurance – Certificates of Currency to the Buyer and ensure the Buyer is updated with any Certificate of Currency renewals throughout the lifetime of contract Term

18. Assignment

Buyer's right to assign rights and obligations. Buyer is entitled to assign, subcontract or otherwise transfer its rights and obligations under the Agreement and any PO in whole or in part to any Buyer Group Entity and Buyer is entitled to assign or otherwise transfer its rights and obligations under any PO to any Buyer Group Entity. Buyer shall within a reasonable time of such assignment notify Supplier in writing hereof.

Supplier's right to assign rights and obligations. Supplier shall not be entitled to assign or otherwise transfer any rights or obligations under the Agreement or any PO without the prior written consent of Buyer. Any such attempted assignment shall be void.

Assignment to Beneficiaries. Svitzer and/or Buyer shall be entitled to assign the rights and benefits of any existing warranties and other representations and covenants hereunder to any third party buyer and/or beneficiary Svitzer Group entity.

19. Sub-contractors

Use and liability. Supplier shall [subject to the prior written consent of the Buyer] be entitled to use sub-contractors in the delivery or performance of the goods and services however Supplier shall be liable for all acts and omissions of its sub-contractors (including any sub-sub-contractors) to the same extent as Supplier is itself liable to Buyer.

20. Law and Jurisdiction

Governing law. The Conditions, any PO and any non-contractual obligations arising out of or in connection herewith shall be governed, construed and enforced in accordance with the laws of Buyer's country of incorporation to the exclusion of any other law and without regard to any conflict of law principles, save that Buyer may retain the right at its discretion to opt for laws of England and Wales.

Jurisdiction. The parties agree that the courts of Buyer's country of incorporation have the exclusive jurisdiction to adjudicate any dispute which arises in connection with these Conditions and all non-contractual matters associated with, arising out of or connected with them, save that Buyer retains the right to bring proceedings against the Supplier The London Court of International Arbitration (LCIA) in London, unless LCIA rules it does not have subject-matter jurisdiction, in which case the District Court in London shall have jurisdiction.

21. Waiver

Failure to exercise a right. The failure or delay of a Party to insist upon performance of any provision herein or part hereof or a PO or the failure or delay of a Party to exercise any right or remedy to which it is entitled shall not constitute a waiver thereof and shall not cause a diminution of the obligations created by the Agreement or PO.

22. Entire Agreement and Miscellaneous

Entire agreement. The Agreement together with the documents referred to in it constitute the entire agreement and understanding between the parties of the matters dealt with in them and supersedes any previous agreement between them or the parties to a PO notwithstanding the terms of any previous agreement or arrangement.

Representations etc. Each of the Parties acknowledges and agrees that in entering into the Agreement and any PO it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently

made) of any person (whether Party to the Agreement or any PO or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the warranties will be as provided under this Agreement for breach of warranty.

Svitzer Group. Any Buyer and beneficiary Svitzer Group entity may enforce the terms of this Agreement against Supplier subject to and in accordance with the provisions of the Agreement and the Contracts (Rights of Third Parties) Act 1999. Furthermore, in the event of Buyer selling or transferring the Goods/Services to any third party or beneficiary Svitzer Group entity in any bona fide transaction, Buyer shall be entitled to assign the rights and benefits of existing warranties and other representations and covenants hereunder in favour of any such third party buyer or beneficiary Svitzer Group entity. Except as provided in the foregoing, no term of the Agreement is intended to confer a benefit on or to be enforceable by any person who is not a Party to the Agreement. The Parties may by agreement rescind or vary the Agreement or any term of the Agreement without the consent of any person who has the right to enforce this Agreement or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

23. Survival of Agreement

Survival. Any release, indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term and condition that by its nature is intended to survive termination of this Agreement survives termination of this Agreement unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

24. Asbestos and asbestos containing material

Prohibition. The below mentioned Regulations and MSC circulars BAN the use of Asbestos or "Asbestos containing material" ("ACM") on board existing vessels and new builds.

- SOLAS Regulation II-1/3-5, New Installation of Asbestos
- IMO MSC.1/Circ.1379
- ISO 9001
- IMO MSC.1/Circ.1426

Supplier shall ensure that all goods (equipment, components, spares, materials, stores, gaskets etc.) supplied are free of ACM.

Compliance. All International laws, rules, regulations, orders, conventions directives or ordinances in force from time to time which specifically refer to Asbestos and Asbestos containing material shall be complied with.

Declaration. Supplier shall submit a Declaration of Conformity in accordance with SOLAS Regulation II-1/3-5 that No ACM has been used, either together with each delivery or as a general declaration covering all Supplier's goods and in the latter case such declaration shall be renewed bi-annually. Supplier shall have Industry approved safeguards and best practice in place to ensure that it is possible to verify through audits and analysis of samples that no ACM has been used either by them or their sub-contractors in equipment, components, spares, materials, stores, gaskets etc. that are supplied.

Costs. All costs incurred in complying with this Clause (including the cost of removal of non-conforming Goods from Buyer's store, equipment, vessels, rigs or alike and redelivery of goods) shall be for the sole account of Supplier and Supplier shall indemnify and hold Buyer harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations under this clause.

Audit. Buyer shall at all times have the right to audit and take and analyse samples if Buyer believes there are reasons to do so. The cost hereof shall be borne by Buyer, however in case such audit uncovers non-compliance with this Clause and any regulatory requirements, Supplier shall be liable for the complete cost of the audit.

Cancellation of PO. In the event that the re-delivery of ACM-free replacement goods will exceed the originally-agreed delivery date or, if it will directly impact upon the works schedule of the relevant Vessel, the Buyer may, at its sole discretion, terminate the PO in whole or just that part relating to the ACM-affected goods at no cost to itself and engage another contractor to supply an ACM-free replacement. Supplier shall within seven (7) days of such notice, reimburse Buyer with the cost of the goods and, on further notice, reimburse Buyer for any additional costs incurred by Buyer in engaging such other supplier for the replacement goods, including any difference in the cost of such supply.

Liability. Notwithstanding anything otherwise agreed between the Parties, the Supplier's obligations under this Clause are not subject to any limitations, whatsoever, under this Agreement or PO and shall extend beyond any agreed warranty period.

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