

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. INTRODUCTION

1.1 These Standard Terms and Conditions set out the terms that will always apply to the purchase of Products and Services by WSS from the Supplier unless the parties have expressly agreed otherwise in writing. Each Purchase Order shall constitute a separate agreement between the Supplier and WSS and shall incorporate these Standard Terms and Conditions and any Additional Terms (if applicable). If there is any inconsistency between the Purchase Order, the Additional Terms and the terms of these Standard Terms and Conditions then the following order of precedence shall apply: (a) the Additional Terms (if any); (b) the terms of the Purchase Order; and (c) the terms of these Standard Terms and Conditions. For the avoidance of doubt, any terms and conditions stated in Supplier's order confirmation shall not apply to the purchase of Products by WSS.

2. DEFINITIONS AND INTERPRETATION

2.1 The following expressions shall have the following meanings in these Standard Terms and Conditions.

"**Additional Terms**" means any additional terms and conditions which the parties have agreed in writing shall be applicable to Purchase Orders such as a 'supplier agreement', 'framework agreement', 'form of agreement' or other similar document signed by the parties;

"**Confidential Information**" means in relation to each party, all information of a confidential nature relating to the business and/or operations of that party (whether such information is disclosed in writing, by delivery of items, orally, by visual presentation, by means of providing access to such information (when, for example, the information is contained on a database or otherwise)) including but not limited to: (i) any such information subsisting in any Intellectual Property Rights of that party; (ii) any such information which is commercially sensitive or price sensitive; (iii) the business, finances, systems or other affairs of the that party; and (iv) the provisions and subject matter of these Standard Terms and Conditions and the Purchase Order;

"**Delivery**" means completion of delivery of Products and/or performance of the Services in accordance with the Purchase Order;

"**Intellectual Property Rights**" means: (i) patents, designs, trade marks (including where applicable, the WSS trademarks) and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow and Confidential Information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights;

"**Products**" means the products ordered by WSS and to be supplied by the Supplier as set out in the Purchase Order;

"**Public Official**" means (i) any official or employee of any government agency or government-owned or controlled enterprise; (ii) any person performing a public function; (iii) any official or employee of a public international organisation; (iv) any candidate for political office; or (v) any political party or an official of a political party;

"**Purchase Order**" means an order for Products and/or Services submitted in writing by WSS to the Supplier which shall incorporate these Standard Terms and Conditions;

"**Purchase Order Number**" means the reference number assigned by WSS;

"**Purchase Price(s)**" means the prices of the Products and/or Services (as applicable) as set out in the Purchase Order or as otherwise agreed in writing by the parties to be applicable to the supply;

"**Services**" means the services to be provided by the Supplier as set out in the Purchase Order and all other ancillary services as are reasonably required or incidental to the provision of the Products;

"**Service Deliverables**" means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

"**Standard Terms and Conditions**" means these standard terms and conditions for the purchase of goods and services;

"**Supplier**" means the entity that enters into a Purchase Order to supply Products and/or Services (as applicable) to WSS;

"**VAT**" means value added tax, sales tax or similar tax chargeable under or in relation to a Purchase Order.

"**WSS**" means the WSS Affiliate that enters into a Purchase Order to order Products from the Supplier; and

"**WSS Affiliate**" means Wilhelmsen Ships Service AS, a company incorporated and registered in Norway with organisation number 917 019 215 whose registered office is at Strandveien 20, 1366 Lysaker, Norway or any entity which directly or indirectly controls, is controlled by, or is under the control of Wilhelmsen Ships Service AS.

2.2 References to "**Conditions**" are to the provisions in these Standard Terms and Conditions. The Condition headings are for convenience only and shall not affect the interpretation of these Standard Terms and Conditions. Any phrase introduced by the expressions "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to "**party**" shall mean either WSS or the Supplier. A reference to the "**parties**" shall mean WSS and the Supplier. A reference to "**writing**" or "**written**" includes faxes and for the purposes of issuing Purchase Orders only, also includes email.

3. SUPPLY OF THE PRODUCTS AND SERVICES

3.1 The Supplier shall supply to WSS such quantities of Products and/or Services as set out in the Purchase Order in accordance with these Standard Terms and Conditions.

3.2 The Supplier shall confirm the Purchase Order to WSS in writing within two (2) days of receipt of the Purchase Order. Each party shall use the relevant Purchase Order Number assigned in all subsequent correspondence relating to the Purchase Order.

3.3 WSS shall not be obliged to order Products and/or Services from the Supplier and may order products and services identical or similar to the Products and/or Services from any third party.

3.4 WSS may distribute and re-sell (or authorise third party distributors, agents or representatives to distribute and re-sell) the Products. WSS may incorporate the Products in WSS' product range and may promote the Products through WSS' general marketing activities.

3.5 Where the Supplier provides (or is to provide) Services, the Supplier shall:

3.5.1 co-operate with WSS in all matters relating to the Services and provide all information (including documents) reasonably requested by WSS to facilitate the provision of the Services;

3.5.2 procure and maintain at its own expense all tools and equipment required to perform the Services;

3.5.3 exercise all reasonable skill, care, diligence and proper professional and technical expertise and judgement in its performance of the Services;

3.5.4 observe, and ensure that the Supplier's and its sub-contractors' personnel observe, all health and safety rules and regulations and any other security requirements that apply at any location where the Services are provided;

- 3.5.5 obtain, and at all times maintain, all necessary licences, insurances and consents and comply with all relevant legislation applicable to the provision of the Services; and
- 3.5.6 comply with all relevant legal requirements and all applicable law.
- 4. MANUFACTURE AND QUALITY ASSURANCE**
- 4.1 The Supplier shall manufacture, pack and supply the Products in accordance with: (i) ISO 9001:2008 and any other ISO standard that may apply to the Products; CE marking; RoSH and Green Card requirements; and (ii) all generally accepted industry standards and practices that are applicable. All Products must be marked with a unique, traceable identification number making it possible to identify the manufacturer and supplier of the Products for future reference.
- 4.2 The Supplier undertakes that the Products supplied to WSS by the Supplier shall: (i) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by WSS expressly or by implication, and in this respect WSS relies on the Supplier's skill and judgment; (ii) be free from defects in design, material and workmanship; and (iii) comply with all applicable statutory and regulatory requirements.
- 4.3 The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition including ensuring that any packaging materials (including wooden packing material such as pallets) used for shipments to WSS comply with all applicable statutory and regulatory requirements.
- 5. DELIVERY**
- 5.1 The Supplier shall deliver the Products and/or the Services in accordance with the relevant Purchase Order, including at any delivery locations specified in the Purchase Order.
- 5.2 If Products and/or Services are not delivered by the Supplier in accordance with a Purchase Order, then, without limiting any other right or remedy WSS may have, WSS may: (i) refuse to take any subsequent attempted delivery of the Products and/or performance of the Services (as applicable) under the Purchase Order; (ii) terminate the relevant Purchase Order with immediate effect; and (iii) obtain substitute products and/or services from another supplier.
- 5.3 In relation to the delivery of Products, each Purchase Order shall be accompanied by a delivery note from the Supplier showing the Purchase Order Number, the date of the Purchase Order, the type and quantity of Products included in the Purchase Order, including the code numbers of the Products where applicable, and, in the case of a Purchase Order being delivered by instalments, the outstanding balance of Products remaining to be delivered. For the avoidance of doubt, the Products may only be delivered in instalments if this is expressly set out in the Purchase Order.
- 5.4 The Purchase Order will set out the applicable terms for delivery. Unless otherwise is stated in the Purchase Order, the terms of delivery shall be interpreted in accordance with Incoterms® 2010. If no specific delivery method is specified in the Purchase Order or Additional Terms (if applicable), the delivery method will be FCA to a place reasonably specified by WSS.
- 6. ACCEPTANCE AND DEFECTIVE PRODUCTS AND SERVICES**
- 6.1 WSS shall not be deemed to have accepted any Products and/or Services until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.
- 6.2 If any Products and/or Services supplied to WSS do not comply with the Purchase Order, then without prejudice to any other right or remedy that WSS may have, WSS may:
- 6.2.1 in the case of Products, reject those Products and: (i) require the Supplier to promptly repair or replace the rejected Products at the Supplier's risk and expense; (ii) obtain substitute products from a third party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse WSS for the costs and expenses it reasonably incurs in doing so; (iii) require the Supplier to repay the Product Price of the rejected Products in full (whether or not WSS has previously required the Supplier to repair or replace the rejected Products); and/or (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the Purchase Order; and
- 6.2.2 in the case of Services: (i) refuse to accept the provision of any further Services by the Supplier; (ii) require the Supplier, without charge, to carry out such additional work as is necessary to correct the Supplier's failure; (iii) require the immediate repayment by the Supplier of all sums previously paid to the Supplier in respect of the supply of the Services under the relevant Purchase Order; and/or (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's supply of Services that are not in conformity with the Purchase Order.
- 6.3 Notwithstanding Conditions 6.1 and 6.2, the Supplier agrees and acknowledges that it shall be responsible for all testing and meeting the required quality standards of the Products and/or Services that it supplies to WSS. These Standard Terms and Conditions shall apply to any repaired, replacement or substitute Products and/or Services supplied by the Supplier.
- 6.4 The title to and risk in the Products and any Service Deliverables (as applicable) delivered to WSS shall pass to WSS on Delivery.
- 7. PRODUCT PRICES, PAYMENT AND INSURANCE**
- 7.1 The Purchase Prices are inclusive of the costs of packaging, packing, labelling, forwarding, delivery (and all associated delivery costs), export documents, labour, time, materials, invoicing, insurance, transport and carriage of the Products and/or Services (as applicable) and all other costs associated with the Products and Services. The Purchase Prices set out in the Purchase Order shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Products and/or the Services (as applicable) and in no event shall WSS be responsible for any fees, charges or expenses not expressly provided for in the Purchase Order. If no fee is expressly set out in the Purchase Order in relation to any services to be provided by the Supplier or other obligation of the Supplier under these Standard Terms and Conditions or under the Purchase Order, such services or obligations shall be carried out by the Supplier without additional charge.
- 7.2 Unless otherwise set out in the Purchase Order, the Supplier shall be entitled to invoice WSS on or at any time after Delivery and in any event, no later than three (3) months of the date of Delivery. Each invoice shall set out the Purchase Prices payable, quote the relevant Purchase Order Numbers and any other information reasonably requested by WSS. Subject to Condition 7.4, WSS shall pay the invoice thirty (30) days after receipt of the invoice by WSS in accordance with this Condition 7.2.
- 7.3 If WSS fails to make payment in accordance with these Standard Terms and Conditions then the Supplier shall be entitled to charge interest on the overdue amount at a rate of two percent (2%) above the base rate of Barclays Bank plc from time to time in force from the date on which such amount fell due until

payment, whether before or after judgment. This Condition shall not apply to payments that WSS disputes in good faith.

- 7.4 If WSS disputes any invoice or other statement of monies due, WSS shall notify the Supplier in writing and the Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid by WSS in accordance with Condition 7.2 provided that WSS has received from the Supplier a revised invoice in respect of the undisputed amount. The Supplier's obligations to supply the Products and/or the Services shall not be affected by any payment dispute.
- 7.5 Unless otherwise stated in the Purchase Order, the Purchase Prices are exclusive of amounts in respect of VAT, sales tax or similar taxes. WSS shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products and/or the Services.
- 7.6 WSS shall have no liability to pay any tax, duty, levy or charge of any kind imposed by any state or state authority by reason of the purchase of the Products and/or Services other than tax on its overall net income, profits and gains imposed in a state in which WSS is based for tax purposes.
- 7.7 The Supplier shall bear the cost and be responsible for making all necessary arrangements for and the payment of all import and re-export charges including, but not limited to, customs' duties, fees, licenses, import tariffs or similar charges imposed, including any brokerage fees and other ancillary fees in connection therewith on any Product imported and employed or used by the Supplier in the performance of this Agreement and/or any Purchase Order.
- 7.8 The Supplier shall pay and be responsible for all taxes including withholding tax, assessed or levied against or on account of salaries or other benefits paid to Supplier's employees its agents and representatives imposed by any governmental authority having jurisdiction over the Supplier, this Agreement and/or any Purchase Order.
- 7.9 WSS or WSS Affiliates may, without limiting any other rights or remedies it may have, set off any amounts owed to them by the Supplier against any amounts payable by WSS or WSS Affiliates to the Supplier.
- 7.10 The Supplier shall maintain such insurance as is prudent and reasonable given the nature of the business in which the Supplier is engaged.

8. WARRANTIES

- 8.1 The Supplier represents and warrants to WSS that: (i) it has all requisite corporate power and authority to enter into the Purchase Order and to carry out the transactions contemplated therein; (ii) it has obtained all consents, permissions and licences necessary to enable it to perform its obligations under the Purchase Order; (iii) it shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Products and the supply of the Services; (iv) it shall supply the Products and/or the Services (as applicable) in accordance with the provisions of the Purchase Order; and (v) it has the right to grant to WSS the rights in the Intellectual Property Rights contained in the Products and/or the Service Deliverables (as applicable) in accordance with Condition 9.
- 8.2 If there is a breach of any of the warranties in Condition 8.1 above, the Supplier shall ensure that the breach is remedied as a matter of urgency at no cost to WSS.
- 8.3 The Supplier warrants that the Products shall be delivered in accordance with the requirements of this Agreement or as specified in any Purchase Order and shall be free from defects. In the event that WSS notifies the Supplier of any defects in the

Products, including but not limited to any defective design, drawings, material, equipment or workmanship, within twenty four (24) months of the delivery date (the "Warranty Period"), the Supplier shall repair or replace the Products as is necessary to correct the defects in the Products at the Supplier's own cost including, but not limited to collecting the defective Products and transporting the same for such repair or replacement. Risk of loss of or damage to the Products shall immediately, on such notification, revert to the Supplier. In the event that the Products are repaired or replaced, the provisions of this Condition 8.3 shall apply to the portion of the Products so repaired or replaced, and the Supplier shall guarantee for a further period of twenty four (24) months all remedial work carried out under this warranty commencing from the date that such repaired or replaced Products are accepted by WSS in writing. The rights afforded to WSS under this Agreement are in addition to and not exclusive of, WSS other rights at law.

9. INTELLECTUAL PROPERTY

- 9.1 The Supplier acknowledges that it does not, by virtue of any Purchase Order, obtain or claim any right, title or interest in or to WSS' Intellectual Property Rights. The Supplier shall not grant, nor purport to grant, any right or licence to use WSS' and/or WSS Affiliates' Intellectual Property Rights to any third party unless it has obtained the express prior written consent of WSS.
- 9.2 Without prejudice to WSS' right of title pursuant to Condition 6.4, the Supplier hereby grants to WSS a non-exclusive, royalty free, transferrable, perpetual, irrevocable licence to use, copy, modify, adapt and sub-licence the Intellectual Property Rights contained in or related to any Products for the purposes of receipt, maintenance, support, training, re-selling, marketing, distribution and any other activities allowed under the Purchase Order or in connection with the Products and/or the Services.
- 9.3 The Supplier assigns to WSS, with full title guarantee and free from all third party rights, all Intellectual Property Rights in and to the Service Deliverables. The Supplier shall: (a) obtain waivers of all moral rights in the Service Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and (b) promptly at WSS' request, do (or procure to be done) all such further acts and things and the execution of all such other documents as WSS may from time to time require for the purpose of securing for WSS the full benefit of all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with this Condition 9.3.

10. INDEMNITY

- 10.1 The Supplier shall indemnify WSS and WSS Affiliates against all liabilities, costs, expenses, damages and losses suffered or incurred by WSS and/or WSS Affiliates arising out of or in connection with:
- 10.1.1 any breach by the Supplier of its confidentiality obligations under these Standard Terms and Conditions;
- 10.1.2 any use of WSS's Intellectual Property Rights which is not expressly permitted in writing by WSS;
- 10.1.3 any claim made against WSS for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products, the Services and/or the Service Deliverables;
- 10.1.4 any claim made against WSS by a third party arising out of, or in connection with, the supply or use of the Products and/or the Services (including the Service Deliverables), to the extent that such

- claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order by the Supplier, its representatives, employees, agents, suppliers or subcontractors; and
- 10.1.5 any death, personal injury or damage to property arising out of, or in connection with defective Products and/or deficient supply of the Services, to the extent that the defect in the Products and/or the deficiency in the supply of the Services is attributable to the acts or omissions of the Supplier, its representatives, employees, agents, suppliers or subcontractors (including any claim made against WSS and/or WSS Affiliates by a third party).
- 10.2 This Condition 10 shall survive the termination or expiry of the Purchase Order.
- 11. LIMITATION OF LIABILITY**
- 11.1 Nothing in the Purchase Order or these Standard Terms and Conditions shall limit or exclude the liability of either party for:
- 11.1.1 death or personal injury resulting from negligence;
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 11.1.4 the Supplier's liability under the indemnities contained in Condition 10; or
- 11.1.5 any liability which cannot be limited or excluded by applicable law.
- 11.2 Subject to Condition 11.1, Supplier's total liability arising under or in connection with the Purchase Order or these Standard Terms and Conditions, whether arising in contract, tort (including negligence), for breach of statutory duty or misrepresentation, or otherwise, shall be limited to two hundred percent (200%) of the amount payable to the Supplier under such Purchase Order.
- 11.3 Subject to Condition 11.1, neither party shall be liable for any indirect or consequential loss or damage arising out of or related to the Purchase Order or these Standard Terms and Conditions, whether arising in contract, tort (including negligence), for breach of statutory duty or misrepresentation, or otherwise, even if that party was aware of the possibility that such loss or damage might be incurred by the other party.
- 12. CONFIDENTIALITY**
- 12.1 Each party undertakes to keep confidential any Confidential Information relating to the other party which it obtains under or in connection with the Purchase Order and not to use such information or disclose it to any other person, other than as permitted under Condition 12.2. This Condition 12 shall survive the termination or expiry of the Purchase Order.
- 12.2 Condition 12.1 shall not apply to the disclosure of Confidential Information: (i) disclosed by WSS to a WSS Affiliate or to any of its directors, employees, advisers and agents including to any of WSS Affiliates' directors, employees, advisers and agents; (ii) with the consent of the party who has disclosed the Confidential Information to the other party; or (iii) if and to the extent that: (A) such disclosure is required by applicable law; (B) such disclosure is required by any competent regulatory authority or recognised stock exchange; (C) such information is in the public domain other than through breach of this Condition 12; or (D) disclosed to a customer of WSS or a WSS Affiliate for the purposes of using, marketing, selling or distributing the Products and/or the Services, provided that any Confidential Information shall only be disclosed pursuant to this Condition 12.2 by either party after notification to the party to which the information relates if such notification is reasonably practicable in the circumstances.
- 13. EXPIRY AND TERMINATION**
- 13.1 Subject to Conditions 13.2 and 13.3, the Purchase Order shall expire upon the fulfilment of each party's obligations under the Purchase Order.
- 13.2 Without prejudice to any other rights that WSS may have under these Standard Terms and Conditions, WSS shall be entitled to terminate the Purchase Order with immediate effect by giving notice in writing to the Supplier if the Supplier commits a material breach of its obligations under the Purchase Order and (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) days after receipt of notice in writing requiring it to do so.
- 13.3 Either party may terminate the Purchase Order with immediate effect by giving notice in writing to the other party if the other party: (a) is declared bankrupt, becomes insolvent, is unable to pay debts or enters into an arrangement with its creditors; or (b) has a petition presented, an order made or a resolution passed for its liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution or if an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the other party and/or over all or any part of the assets of the other party.
- 13.4 Termination or expiry of the Purchase Order shall not prejudice any of the parties' rights and remedies which have accrued as at termination or expiry. The rights and obligations of the parties under the Purchase Order which are intended to continue beyond the termination or expiry of the Purchase Order shall survive the termination or expiry of the Purchase Order.
- 14. FORCE MAJEURE**
- 14.1 For the purposes of this Condition, a "**Force Majeure Event**" means an event the occurrence of which is beyond the reasonable control of either party, including the following: act of god, war, explosions, fires, floods, tempests, earthquake, insurrection, acts of terrorism, riot, civil disturbance, rebellion, strike, lock-out or labour dispute but not a strike, lock-out or labour dispute involving the party relying on this Condition 14.
- 14.2 If a Force Majeure Event occurs which prevents a party (the "**Affected Party**") from performing any of its obligations to the other (the "**Other Party**") the Affected Party shall not be liable to the Other Party and shall be released from its obligations to the extent that its ability to perform such obligations has been affected by the Force Majeure Event, provided that: (i) in the case of the Supplier, the lack of ability to perform the obligations caused by the Force Majeure Event could not have been prevented by reasonable precautions; (ii) the Affected Party notifies the Other Party in writing as soon as reasonably practical of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the Other Party; (iii) the Affected Party takes all reasonable steps to mitigate the impact of the Force Majeure Event on the Other Party and in particular continues to perform those obligations affected by the Force Majeure Event but whose performance has not been rendered impossible to the highest standard reasonably practicable in the circumstances; and (iv) the Affected Party resumes normal performance of all affected obligations as soon as the impact of the Force Majeure Event ceases, and notifies the Other Party in writing of such resumption.
- 14.3 If the impact of the Force Majeure Event upon the Affected Party prevents it from performing a substantial part of its obligations under the Purchase Order for a period of thirty (30) consecutive days, the Other Party may, by written notice, terminate the Purchase Order either in whole or in part (in respect of all or some of those Products and/or Services which have been affected by the Force Majeure Event) with immediate effect and without liability to the Affected Party.
- 15. ETHICAL STANDARDS AND OFAC COMPLIANCE**
- 15.1 The parties agree that neither party shall:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>15.1.1 offer or agree to give any person working for or engaged by the other party any gift or other consideration, which could act as an inducement or a reward for any act or omission to act in connection with the Purchase Order or any other agreement between the parties;</p> <p>15.1.2 enter into the Purchase Order or any other agreement with the other party if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other party or that an agreement has been reached to that effect unless (i) details of any such arrangement have been disclosed in writing to the other party prior to the execution of the agreement and (ii) approval of such arrangement by an authorised representative of the other party has been obtained;</p> <p>15.1.3 offer, pay or promise to pay either directly or indirectly, anything of value to a Public Official in connection with the Purchase Order. The parties further agree that in the performance of their respective obligations under the Purchase Order, the parties and their respective representatives, agents, sub-contractors, suppliers and employees shall comply with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (or any subsequent replacement or amendment of such convention). The Supplier shall notify WSS immediately in writing with full particulars in the event that the Supplier receives a request from any Public Official requesting illicit payments in connection with the Purchase Order; or</p> <p>15.1.4 take any other action which results in a breach by either party of any applicable anti-corruption legislation.</p> <p>15.2 If the Supplier or any of its representatives, agents, sub-contractors, suppliers or employees breaches Condition 15.1, WSS may terminate the Purchase Order by written notice with immediate effect. Any termination pursuant to this Condition 15.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to WSS.</p> <p>15.3 The Supplier shall (and shall ensure that its representatives, agents, sub-contractors, suppliers and employees shall) comply with all applicable child labour and human rights laws relating to the supply, manufacture, packing, packaging, marking, storage, handling, and delivery of the Products and/or the Services (as applicable) and all other obligations of the Supplier under the Purchase Order.</p> <p>15.4 The parties will comply with applicable anti-terrorist financing and asset control laws, regulations, rules and orders, including but not limited to, the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”) regulations and the European Union sanctions or restrictive measures. Pursuant to the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”) regulations respecting USD payments, WSS cannot facilitate USD payments in any transaction related to OFAC sanctioned entities, either directly or indirectly. As of the date of these Standard Terms and Conditions, sanctioned entities include the countries of Burma, Cuba, Iran, North Korea, Sudan and Syria, and certain named persons linked to those countries. WSS may be required to request information from the Supplier which supports a verification statement which New York intermediary banks may require according to the OFAC regulations, including whether a person is a “specially designated national” listed by OFAC or any executive order, or a “national” of any country with which transactions are regulated by OFAC. The Supplier shall provide timely and truthful responses to any such reasonable enquiries WSS may make to support any required verification statements.</p> | <p>16. GENERAL</p> <p>16.1 Except as otherwise expressly provided, any notice or other communication from any party to the other party which is required to be given under the Purchase Order must be in writing and addressed to the address provided by the other party on the Purchase Order.</p> <p>16.2 Unless the parties have entered into a framework agreement for the supply of Products and/or Services, the Purchase Order (including these Standard Terms and Conditions) shall constitute the entire agreement between the parties in relation to its respective subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter. If the parties have entered into a framework agreement for the supply of Products and/or Services, the terms of that framework agreement will prevail.</p> <p>16.3 The Supplier may not assign or transfer or subcontract any of its rights, benefits or obligations under the Purchase Order without the prior written consent of WSS.</p> <p>16.4 The rights, powers and remedies provided in these Standard Terms and Conditions to WSS and WSS Affiliates are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by applicable law, or otherwise.</p> <p>16.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by the Purchase Order or by applicable law shall not constitute a waiver of that right, power or remedy. If WSS waives a breach of any provision of the Purchase Order this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision. Any waiver by WSS must be given in writing and signed by an authorised representative of WSS.</p> <p>16.6 Except where provided in these Standard Terms and Conditions (in particular, the references to WSS Affiliates) to the contrary, a person who is not a party to the Purchase Order may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. The consent of any WSS Affiliate or any other third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of the Purchase Order or any one or more Conditions of these Standard Terms and Conditions.</p> <p>16.7 If any provision, or part of a provision, of these Standard Terms and Conditions or a Purchase Order is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Standard Terms and Conditions and the legality, validity or enforceability of the remainder of the provisions of this these Standard Terms and Conditions shall not be affected, unless otherwise stipulated under applicable law.</p> <p>16.8 Nothing contained in these Standard Terms and Conditions shall limit a party’s right to obtain any provisional remedy, including an injunction, an order for possession, or any other relief which is not available through mediation from any court of competent jurisdiction as may be necessary in such party’s sole judgement to protect its Intellectual Property Rights or any other of its proprietary interests (including its Confidential Information) or its good name, goodwill, reputation or image.</p> <p>16.9 The Purchase Order (including these Standard Terms and Conditions) and any dispute or claim arising out or in connection with the Purchase Order or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law.</p> <p>16.10 The parties agree to submit any dispute arising in connection with the Purchase Order (including these Standard Terms and Conditions) to the exclusive jurisdiction of the courts of England and Wales (including any dispute or claim relating to non-contractual obligations).</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|