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## General Terms and Conditions for Purchase of Goods and Services

### 1. Definitions

“Affiliate” means any legal entity which controls, is controlled by, or is under common control with, another legal entity. “Control” and “controlled” means:

- (a) holding beneficially at least fifty per cent (50%) of the issued share capital of such other entity; or
- (b) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
  - (i) cast, or control the casting of, at least fifty per cent (50%) of the maximum number of votes that might be cast at a general meeting of such other entity; or
  - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of such other entity; or
  - (iii) give directions with respect to the operating and financial policies of such other entity with which the directors or other equivalent officers of such entity are obliged to comply.

“Client” means any third party with whom the Company has a contractual obligation to provide work which includes the Work and/or is the end user of such Work.

“Company” means the ASCO entity issuing the Purchase Order to the Supplier and shall include their successors in title and permitted assignees.

“Company Group” means the Company and its Client and its and their respective co-venturers, subcontractors, Affiliates, directors, officers and employees (including agency personnel), but shall not include any member of Supplier Group.

“Consequential Loss” means any and all special, indirect, incidental or consequential losses and damages. As well as for any and all loss of use, loss of revenue, loss of production or product, loss of profits, loss of or interruption to business, facilities downtime, loss of use of property or wasted overheads sustained by the indemnifying party in connection with or arising out of this contract, howsoever the same may arise, whether under contract, tort (including negligence of any form such as sole, concurrent, joint, sole, active, passive), gross negligence, wilful misconduct, strict liability or otherwise.

“Contract” means the contract entered into between Company and Supplier formed in accordance with Clause 3 below (as may be amended or updated from time to time by way of Variation).

“Customs Duties” means all existing or future duties, payments, fees, charges, levies, taxes, or contributions payable to or imposed by any authority as a result of import or export, whether permanent or temporary of any personnel, plant, procured items, goods, tools or equipment.

“General Terms and Conditions” means these General Terms and Conditions for Purchase of Goods and Services.

“Goods” means any and all goods being purchased by Company from Supplier as part of the Work including all components and materials to be incorporated therein or ancillary thereto and all articles, materials, supplies, drawings, data, documentation specified or required and carried out as part of the Contract.

“Hire Equipment” means any equipment, goods and materials provided by Supplier to Company on a hire basis as part or forming the whole of the Work.

“Hire Period” means the day of delivery when Company has completed a satisfactory inspection of the Hire Equipment and accepted the Hire

Equipment as delivered until return of the Hire Equipment by Company on the specified redelivery point on such date and times as agreed between the Parties.

“Intellectual Property” means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, design drawing and other technical information (including software), trade secret, know-how, proprietary information or other right in respect of any information, process, work, material or method.

“Party” means each of the Company and Supplier as appropriate, and “Parties” means both the Company and Supplier.

“Proposal” means any proposal, quotation, tender or similar documentation issued by Supplier to Company in contemplation of or forming part of the performance of the Work.

“Purchase Order” means the body of any purchase order, service order, contract note, form of agreement, letter, work release or other similar document instructing or outlining the Work which incorporate these General Terms and Conditions by reference thereto.

“Sales Tax” means any transfer tax, gross receipts tax, compensating use tax, use taxes, sales tax, value added tax, goods and services taxes, business tax, consumption tax or other similar transactional taxes arising or payable as a result of the performance of the Work.

“Services” means any and all services to be performed by Supplier for Company as part of the Work.

“Special Condition” means any agreed amendment(s) to these General Terms and Conditions as set out in a Purchase Order or subsequent Variation.

“Subcontractor” means any party (other than Supplier) to a sub-contract entered into by Supplier for the performance of any part of the Work.

“Supplier” means the entity named on the Purchase Order as performing the Work.

“Supplier Group” means Supplier, its Subcontractors (of any tier), its and their Affiliates, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of Company Group.

“Tax” & “Taxes” means all existing or future taxes, corporate income tax or gross revenue taxes, personal income tax, employment taxes and social charges, national insurance, sales taxes, property taxes, impost, duties, customs duties, levies, withholding taxes and fees, stamp duties, charge and other assessments in the nature of taxes, including any fines, penalties or interest, assessed or levied by the appropriate authority.

“Variation” means an instruction or direction from Company or any other circumstance or event which results in an increase, decrease or change to the scope, schedule, specification, design, nature, extent, delivery, quantities or quality of the Work or any change in law, rule or regulation and/or safety requirements which have a direct impact on the Work.

“Work” means all work, including the provision of Goods, Services and/or Hire Equipment, which the Supplier is required to perform for Company under the Contract including manufacture, modification, delivery, installation, testing and commissioning as required by Company.

“Worksite” means any place where the Work is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), workshops and places



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where equipment, materials or supplies are being obtained, stored or used for the purposes of the Contract.

### 2. General

2.1 All documentation relating to the Contract shall be in the English language.

2.2 All instructions, notices, agreements, authorisations, approvals and acknowledgements relating to the Contract shall be in writing. Nevertheless, if for any reason Company requires to give instructions to Supplier verbally in the first instance, Supplier shall comply with such instruction. Any such oral instructions shall be confirmed in writing as soon as possible under the circumstances, provided that, if the Supplier confirms in writing any such oral instruction which is not contradicted in writing by Company without undue delay, it shall be deemed to be an instruction in writing by Company. References to writing include fax, email and similar means of communication.

2.3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.

2.4 Any reference to a statute, statutory instrument or statutory provision shall include any re-enactment or amendment thereof for the time being in force.

2.5 The words "include(s)" or "including" are to be construed without limitation.

2.6 Any headings used in these General Terms and Conditions are for convenience and shall not be used for the purposes of construction or interpretation.

2.7 The execution of this Contract by the Parties shall not be construed as an obligation of Company to order any Work in any manner from Supplier whatsoever. Company gives no guarantee as to a minimum workload for the Supplier.

### 3. Engagement

3.1 Subject to Clause 32, the Contract will automatically terminate on completion of the Work.

3.2 Unless specifically waived, or otherwise agreed in writing between the Parties, these General Terms and Conditions shall apply to any and all Work being provided by Supplier to Company and any other terms and conditions proposed by Supplier as governing Work shall be expressly excluded.

3.3 Company may engage Supplier to carry out Work based on these General Terms and Conditions by issuing a Purchase Order referencing these General Terms and Conditions to Supplier, which Supplier in turn confirms acceptance of (whether in writing or by commencing the Work).

3.4 The Contract will supersede any quotation provided by Supplier and Supplier's quotation shall have no effect unless issued with and forming part of this Contract.

### 4. Order of Precedence

In the event of any ambiguity or contradiction between any documents issued or forming part of the Contract, they shall be given priority in the following order:

- (i) Variation
- (ii) Special Condition
- (iii) Purchase Order

(iv) General Terms and Conditions

(v) Proposal, schedules, appendices and other documentation issued in accordance with and forming part of the Contract the later in time taking precedence over the earlier.

### 5. Quantity, Quality and Description

All Work shall conform to the quantity, quality and description specified in the Contract.

### 6. Hire Equipment

6.1 Where the Work involves the provision of Hire Equipment the provisions of this Clause 6 shall apply.

6.2 Title and risk in Hire Equipment shall at all times remain with Supplier (or its Subcontractors as applicable).

6.3 Supplier shall maintain full insurance coverage for its Hire Equipment during the Hire Period.

6.4 Supplier shall deliver Hire Equipment to Company in accordance with Clause 7.1 below. Unless otherwise agreed between the Parties, the daily hire rate of Hire Equipment shall be deemed to be fully inclusive of all costs for delivering and collecting the Hire Equipment to and from the specified delivery and redelivery points.

6.5 The daily hire rate shall apply for twenty-four (24) hours a day (or prorate thereof), seven (7) days a week.

6.6 The hire shall commence at the beginning of the Hire Period when the Hire Equipment will be delivered in fully operating condition, to the specified delivery with all documentation (including up to date operating and instruction manuals) together with any specialist safety items required to operate the Hire Equipment in a safe manner prior to or upon delivery of the Hire Equipment and any spares at the specified time.

6.7 Compensation shall cease at the end of the Hire Period. For any time period of lack of availability of use of the Hire Equipment by Company due to routine maintenance/repair or breakdown or unsatisfactory performance of the Hire Equipment, Supplier shall not be entitled to compensation by Company either on a daily hire rate or hourly part thereof for this period.

6.8 Company shall issue forty-eight (48) hours advance notice of intention to cease all or any part of the hire and make the relevant Hire Equipment available for collection by Supplier at the specified redelivery point at the end of that period. Company has no responsibility for the Hire Equipment after the notified time of redelivery and Supplier is liable for any costs incurred (including storage costs) in the event Supplier fails to collect the Hire Equipment at the specified time and place.

6.9 Supplier warrants to Company that the Hire Equipment shall at all times during the term of the Contract:

- (i) Comply with all applicable laws and statutory regulations;
- (ii) Have all approvals, certificates and permits required for use and operation;
- (iii) Comply with the Company's specifications and requirements;
- (iv) Be free from defects in design, materials and workmanship; and
- (v) Be of satisfactory quality, in proper working order and fit for its intended purpose.

6.10 Unless otherwise agreed, Supplier is responsible for the maintenance and repair and supply of spare parts during the Hire Period. The spares



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shall satisfy the same or higher technical conditions as those applying to the Hire Equipment. If agreed between the Parties, Company may carry out agreed routine maintenance on the Hire Equipment in accordance with Suppliers instructions, the costs of such maintenance shall be agreed between by Parties prior to completion of same.

6.11 Defective Hire Equipment shall be replaced or repaired as soon as possible. In case Supplier cannot or refuses to rectify the defective Hire Equipment, or allow Company to do so within a reasonable period of time, then then Company shall have the right to cancel the part of the Contract relating to the defective Hire Equipment or where the Hire Equipment is the whole or a substantial part of the Work terminate the whole Contract.

6.12 In the event of cancellation or termination in accordance with Clause 6.11 above, Company shall pay Supplier up to the date of cancellation or termination but shall not be liable for any other costs for the Hire Equipment from the date of formal notification of the defect to the Supplier including redelivery.

### 7. Delivery

7.1 Supplier shall deliver the Work at such place(s) and time(s) as set out in the Contract.

7.2 Unless otherwise indicated in the Contract, any Goods supplied as part of the Work shall be:

- (i) Delivered DDP (as defined in INCOTERMS 2020) at the Company's premises on the delivery date(s) as indicated in the Contract; and
- (ii) Marked with reference to any applicable Purchase Order or Contract number and other relevant data requested by Company; and
- (iii) Packed and secured in accordance with the specifications of the Contract.

7.3 The Purchase Order number must be quoted on each delivery note. Failure to do so may result in the delivery being rejected. Delivery items must match those specified within the Purchase Order.

7.4 All relevant certification must be supplied with the corresponding delivery. If the required certification is not supplied then delivery may be rejected.

7.5 Where the Work consists of several Goods, each part shall be marked and identified as aforesaid, showing also the total number of parts being supplied as part of the Work. No partial orders will be accepted unless previously authorised.

7.6 Company considers time to be of the essence and unless otherwise agreed between the Parties, Company reserves the right to apply liquidated damages for late delivery of the Work at the rate specified in the Purchase Order. Where no such rate is specified the rate of one percent (1%) of the Contract price for each day or part thereof for which the Work is delayed shall apply. Where liquidated damages are payable these shall be deemed to be a genuine pre-estimate of the Company's losses as a result of such delay and as shall not be construed as penalties.

7.7 Subject always to the Company's right to terminate the Contract, the payment of liquidated damages shall not relieve Supplier from its obligations to diligently perform the Work or from any other obligation and liability under the Contract.

### 8. Inspection and Testing

Company, Client and their representatives shall, upon giving reasonable notice and at their cost, be entitled to access any premises (including

those of Subcontractors) to inspect and test the Work prior to acceptance or delivery, whichever is later.

### 9. Tax and Customs Procedures

9.1 Unless otherwise agreed, Supplier shall be responsible for the payment of all Taxes, duties levies, charges and contributions (and any interest or penalties thereon) connected with the Work for which Supplier is liable as imposed by any appropriate government authority whether of the United Kingdom or elsewhere.

9.2 Supplier is deemed to have taken into account in its rates, sums and prices all Taxes other than Sales Taxes. For the avoidance of doubt rates shall not be increased for any Taxes other than Sales Taxes.

9.3 The Supplier shall supply to Company all such information, in connection with activities under the Contract as is necessary to enable Company to comply with the lawful demands for such information by any appropriate government authority whether of the United Kingdom or elsewhere.

9.4 When applicable, the Supplier shall pay and make payment at such times when due and payable, all Customs Duties on materials, goods, tools, equipment and supplies required for the Contract and imported or exported by the Supplier. Where required, the Supplier will be responsible for ensuring that it holds the necessary import/export licences issued by the relevant authorities prior to the commencement of the Work.

9.5 Where the Contract requires the Company to import or export materials, goods, tools, equipment or supplies Supplier shall assist Company in complying with any and all applicable laws, regulations, guidelines or policies. Supplier shall provide any information as is necessary or deemed necessary by Company to ensure compliance with aforementioned laws, regulations, guidelines or policies. If as a result of Supplier's act or omission Company incurs Customs Duties, including fines, penalties and interest, or other costs which otherwise would not have been due, Supplier indemnifies and keeps indemnified Company in respect of such Customs Duties.

9.6 Where Goods are sold to Company under the Contract, the Supplier shall:

- (i) Prepare and provide to the Company full documentation to show and certify all information regarding items subject to customs control, including the origin, customs status and customs commodity code number as may be necessary for the Company to minimise or nullify the effect of Customs Duty on such items; and
- (ii) Apply all tax benefits, reductions and reliefs by all legally available means conferred by applicable legislation and applicable double tax conventions; and
- (iii) Inform the Company without delay in the event that the Supplier is unsuccessful in any application for reliefs. In such event, the Company shall have the option to import or export or re-import any times affected under its own authorised procedure.

### 10. Title, Risk and Liens

10.1 Except as otherwise provided for in the Contract, risk of damage to or loss of the Work shall pass to Company upon delivery.

10.2 Except as otherwise provided for in the Contract, title in the Work and/or title in the materials to be used in the manufacture of the Work



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(unless already property of the Company) shall pass to the Company upon said materials being identified as being required for the Work or in proportion to the payments made or delivery to the Worksite, whichever is the earlier.

10.3 All items to be incorporated into the Work or related to the Work and where title has passed to the Company shall be clearly marked as the Company's property and stored separately.

10.4 Supplier agrees that it shall not allow any liens to attach to the Work or any property of the Company and that it shall furnish, upon request, receipts and releases with respect to the Work showing that all related costs and expenses have been paid (and thus, that no third party claims, liens, or rights of liens exist against the Company or its property or the Work). Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group against any such lien or attachment.

### 11. Price and Payment

11.1 In consideration of the satisfactory performance and completion of the Work in accordance with the Contract, Company shall pay or cause to be paid to Supplier undisputed amounts provided for in the Contract at the times and in the manner specified in the Contract. Unless otherwise agreed, the Contract price shall be the full compensation for all costs whatsoever for complete performance of the Work.

11.2 Except where it is expressly provided that the Company shall carry out an obligation under the Contract at its own cost, the Contract price shall be fixed and unless otherwise agreed in writing between the Parties shall encompass all costs associated with the performance of the Work including but not limited to materials, labour packaging, inspections, tests, certificates and transportation.

11.3 All prices quoted are exclusive of Sales Tax and, unless otherwise stated in the Contract, are deemed to be in Pounds Sterling (GBP).

11.4 All invoices must contain the following: -

(i) The Purchase Order number must be quoted on each invoice. Failure to do so may result in the invoice being rejected.

(ii) Invoice items must match those specified within the Purchase Order.

(iii) The invoice currency must be identical to the currency of the Purchase Order.

11.5 Within forty five (45) days from end of the month of receipt by Company of Supplier's correctly prepared and adequately supported invoice to the address stated in the Contract, Company shall effect payment of the invoice to a bank account nominated by Supplier.

11.6 All invoices for the Work must be submitted to Company within ninety (90) days of completion of the Work. If Supplier fails to submit invoices within the aforementioned period, Supplier's right to receive further payment from Company and Company's obligations to make further payments to Supplier shall be extinguished.

11.7 If Company disputes any item on an invoice, in whole or in part, or if the invoice is prepared or submitted incorrectly in any respect, Company shall notify Supplier of the reasons and request Supplier to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note the Company shall be obliged to pay the undisputed part of a disputed invoice.

11.8 If any dispute exists between the Parties, the Company may withhold or off-set from any money which becomes payable under this Contract the amount which is subject of dispute.

11.9 On settlement of any dispute, the Supplier shall submit an invoice for sums due and the Company shall make the appropriate payment in accordance with the provisions of Clause 11.4.

11.10 If the Company at any time incurs costs which, under the provisions of the Contract, the Company is entitled to recover from the Supplier, the Company may invoice the Supplier for such costs, provided always that the Company may deduct the amount of such costs from any amount due, or that may become due to the Supplier under the Contract. Where Company invoices Supplier in respect of any such costs, Supplier shall pay such costs within thirty (30) days of receipt.

11.11 Supplier may be required by Company to provide a parent company guarantee, bonds and/or other financial guarantees as part of the Contract.

### 12. Variations

12.1 All Variations must be agreed in writing in accordance with Clause 2.2 above.

12.2 The Parties shall use their best endeavours to agree to the existence and effects of a Variation prior to the commencement of any Work affected by that Variation, including the impact, if any, on the Contract price and/or delivery date(s).

12.3 If at any time the Parties do not agree as to the existence and/or effects of a Variation, such dispute shall be resolved in accordance with the dispute resolution procedure set out in Clause 23 below.

12.4 Supplier must notify Company immediately if it believes it is entitled to a Variation. Where Supplier believes such Variation would result in an increase to costs and/or change to the delivery dates/times then Supplier must submit to Company documentation in order to justify such claim within seven (7) days of the event which gave rise to the Variation. If Supplier does not notify Company within the seven (7) days above Supplier shall not be entitled to a Variation.

### 13. Liability and Indemnity

13.1 Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company which arise in connection with anything done or omitted to be done in connection with the Contract by the negligence or other wrongful act or omission of Supplier Group.

13.2 Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company which arise in connection with (a) pollution or contamination emanating from the premises or property of Supplier Group; and (b) pollution or contamination to the extent caused by the negligence or other wrongful act or omission of Supplier Group.

13.3 The indemnities given by the Supplier under this Clause 13 are full and primary and shall apply irrespective of whether the Supplier has or does not have insurance in place relating to any claims, losses, damage or costs in respect of the subject matter of any indemnity given under this Contract.

13.4 Each Party expressly agrees that the indemnities set out in this Clause 13 do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the performance of the Contract.



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### 14. Consequential Loss

Notwithstanding any other provision of the Contract to the contrary and except to the extent of any agreed liquidated damages under Clause 7 provided for in the Contract, Company shall save, indemnify, defend and hold harmless Supplier Group from Company Group's own Consequential Loss and Supplier shall save, indemnify, defend and hold harmless Company Group from Supplier Group's own Consequential Loss arising from, relating to or in connection with the performance or non-performance of the Contract.

### 15. Warranty

15.1 Supplier warrants to Company that the Work shall:

- (i) Be performed by appropriately qualified and trained personnel, with due care and diligence; and
- (ii) Be of sound materials and workmanship, in accordance with the requirements set out in the Contract and the normal usage of such Work; and
- (iii) Be free from defects in material and workmanship; and
- (iv) Correspond with all specifications, drawings or samples if any referred to in the Contract; and
- (v) Not contain any counterfeit, fraudulent or suspect items.

15.2 If the Work is not supplied or performed in accordance with the Contract, Company shall immediately give notice to Supplier of such failure in writing within the below noted warranty periods, and shall be entitled, at Company's sole discretion, to either request Supplier to promptly repair, replace or re-perform the Work in order to meet the requirements of the Contract or Company can effect the repair or obtain replacement Work itself, at the Supplier's cost, where it is necessary for the proper execution or safety of the Work or where the carrying out of the work by the Supplier will be prejudicial to Company's interests.

15.3 The warranty periods for the Work are as follows:

- (i) Goods: twelve (12) months from installation or eighteen (18) months from delivery (in accordance with Clause 7 above), whichever occurs later.
- (ii) Services: twelve (12) months from completion of the relevant Services.
- (iii) Hire Equipment: see Clause 6.

15.4 Should Supplier fail or refuse to repair, replace or re-perform the Work in accordance with Clause 15.2 above, within a reasonable period, Company shall be entitled to effect the repair or obtain replacement Work itself or by means of others at the Supplier's cost.

15.5 Replacements, repairs and corrective work shall be warranted for the periods set out in Clause 15.3.

### 16. Insurance

16.1 Supplier shall, at its own cost, obtain and maintain, in full force and effect throughout the duration of the Contract, levels of insurance set out below to cover their respective liabilities and obligations under the Contract and at law.

- (i) Employer's Liability and/or Workmen's Compensation Insurance at an amount not less than Ten Million Pounds Sterling (£10,000,000).

- (ii) General Third Party Liability Insurance at an amount not less than Ten Million Pounds Sterling (£10,000,000).
- (iii) Professional Indemnity Insurance (if applicable) at an amount not less than Five Million Pounds Sterling (£5,000,000).
- (iv) Automobile Liability Insurance (if applicable) at an amount not less than Five Million Pounds Sterling (£5,000,000).

16.2 All such insurances shall be placed with reputable and substantial insurers, satisfactory to the Company, and shall for all insurances (including insurances provided by Subcontractors) other than Employers' Liability Insurance/Workmen's Compensation to the extent of the liabilities assumed by the Supplier under the Contract, include the Company and its Affiliates as additional assureds. All insurances required under this Clause shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the Company and its Affiliates in relation to the Contract to the extent of the liabilities assumed by the Supplier under the Contract. Such insurances shall also where possible, provide that the Company shall be given not less than thirty (30) days' notice of cancellation of or material change to cover.

### 17. Force Majeure

17.1 Neither Party shall be considered in breach of its obligations under the Contract for reasons of Force Majeure. For the purposes of this Contract only the following occurrences shall be considered "Force Majeure":

- (i) Riot, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power; and
- (ii) Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and
- (iii) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
- (iv) Earthquake, flood, fire, epidemics, pandemics, explosion and/or other natural physical disaster, including severe weather conditions; and
- (v) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party its subcontractors or its suppliers and which affect a substantial or essential portion of the Work; and
- (vi) Maritime or aviation disasters; and
- (vii) Changes to any general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-law.

17.2 Force Majeure shall not include economic or market conditions affecting the Parties, or failure to obtain credit by a Party.

17.3 Announcement and documentation of a Force Majeure situation must be provided to the other Party without undue delay.



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17.4 The occurrence of a Force Majeure event shall not excuse the Company from making any payments due to Supplier for Work satisfactorily completed prior to the event of Force Majeure.

17.5 Subject to Clause 17.4, no payments of whatever nature shall be made in respect of a Force Majeure event.

17.6 Should the Force Majeure event continue for longer than seven (7) days, the Parties shall meet to discuss the impact on and future performance of the Contract.

### **18. Audit and Storage of Documents**

18.1 Supplier and its Subcontractors shall keep full and accurate records pertaining to the Work and shall retain such records for a period of three (3) years from completion of each individual piece of the Work performed under the Contract or such longer period as is specifically required by law or the Client.

18.2 Company shall be entitled, at its cost and on giving reasonable notice, to audit the documentation within the period noted in Clause 18.1 above.

18.3 Notwithstanding the generality of the foregoing, Company shall not be entitled to investigate the make-up of rates and lump sums included in the Contract and Supplier shall not be obliged to disclose any information to Company which is commercially sensitive and/or would cause Supplier to breach any confidentiality obligations it owes to a third party.

### **19. Assignment, Novation and Subcontracting**

19.1 Supplier shall not assign, novate or sub-contract any or all of its rights and/or obligations under the Contract without the prior written consent of Company, which shall not unreasonably be withheld or delayed. Notwithstanding the generality of the foregoing, Supplier shall be entitled to sub-contract parts of the Work to its Affiliates in its normal course of business without having to obtain prior written consent.

19.2 Supplier shall be fully responsible for the work, acts, omissions, defaults and neglects of any of its Subcontractors as if they were work, acts, omissions, defaults or neglects of the Supplier. No sub-contract shall bind or purport to bind the Company or any member of Company Group.

19.3 Company shall be entitled to assign and/or novate any or all of its rights and/or obligations under the Contract to its Affiliates or Client. In addition, Company may make such assignment and/or novation to any other third party, but only with the prior written consent of Supplier, which shall not unreasonably be withheld or delayed.

### **20. Intellectual Property**

Unless otherwise agreed, Company shall be entitled to the sole benefit and exclusive ownership of all Intellectual Property arising out of or in connection with the Work and Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group against any infringement of any Intellectual Property arising out of or in connection with the performance of the obligations of Supplier under this Contract.

### **21. Confidentiality**

Each Party shall protect from disclosure information of the other Party to which it receives access under the Contract which is marked as "Confidential" or which is confidential in nature (including pricing and trade secrets) and shall not disclose same to any third party without the prior written consent of the other Party.

### **22. Termination**

22.1 Company shall be entitled, by giving notice to Supplier, to terminate the Contract in whole or in part at any time prior to full delivery, acceptance and/or completion of the Work. Upon receipt of such notice, Supplier shall immediately cease performance of its obligations to the extent instructed in the notice and shall take all reasonable steps to mitigate liabilities arising from the termination.

22.2 If Company terminates the Contract out of convenience, Supplier shall be entitled to receive:

- (i) Payment in full for all Work performed up to the date of termination; and
- (ii) Reimbursement of all documented, direct and reasonable charges incurred by Supplier prior to and/or incurred as a direct result of the termination.

22.3 If Company terminates the Contract due to Supplier's default or an insolvency event, Company shall only be liable to Supplier for payment of Work satisfactorily performed up to the date of termination. Any additional costs reasonably incurred by Company as a direct result of such termination shall be recoverable from Supplier.

22.4 Company shall be entitled to terminate the Contract in whole or in part if the Client terminates its contract with Company. Supplier shall be reimbursed in accordance with Company's contract with Client.

### **23. Governing Law and Dispute Resolution**

23.1 The formation, existence, construction, performance, validity and all other aspects of the Contract and any non-contractual rights and obligations arising out of or in connection with it and its subject matter shall be governed by English law and the Parties submit to the non-exclusive jurisdiction of the English courts.

23.2 The Parties shall endeavour to settle by negotiation any dispute arising out of or in connection with the Contract. Any dispute shall be duly notified by the claiming Party to the other Party and the Parties shall endeavour to settle such dispute in good faith within thirty (30) days from receipt of said notice between their respective representatives.

23.3 In case of failure to settle the dispute in accordance with Clause 23.2 above, the dispute shall then be passed to the respective managing directors of the Parties to resolve within a further thirty (30) day period.

23.4 If the Parties fail to reach agreement in accordance with Clauses 23.2 and 23.3 above, either Party shall then be entitled to submit the dispute to the exclusive jurisdiction of the English Courts. It shall be a condition precedent to the referral of a dispute to the courts that the Party which intends to commence proceedings first uses the procedures outlined in Clauses 23.2 and 23.3 above.

### **24. Anti-Bribery and Corruption**

24.1 Supplier shall uphold the highest standards of business ethics in the performance of the Contract and warrants that it shall have in place and maintain for the duration of the Contract adequate anti-bribery and corruption policies and procedures of which Supplier warrants it shall comply.

24.2 Supplier shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to, the UK Bribery Act 2010 and US Foreign Corrupt Practices Act 1977.



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24.3 Supplier shall promptly report to Company any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Contract.

24.4 Supplier shall ensure that any person associated with Supplier who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 24. The Supplier shall be responsible for the observance and performance by such persons of this Clause 24, and shall be directly liable to the Company for any breach by such persons.

24.5 In the event of a breach of Clause 24.1 above and/or any applicable anti-bribery legislation to which either Party is subject, including the UK Bribery Act 2010 and US Foreign Corrupt Practices Act 1977, Company shall be entitled to suspend and/or terminate the Contract in whole or in part with immediate effect. The Parties shall meet within seven (7) days of such suspension or termination to agree the effects of such suspension or termination.

24.6 Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company as a result of any breach of this Clause 24.

### **25. Anti-Slavery and Human Trafficking**

25.1 In performing its obligations under the Contract, Supplier shall and shall ensure that each of its Subcontractors shall comply with all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015.

25.2 Supplier warrants that neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of any offence involving slavery and human trafficking nor, as far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

25.3 Supplier shall implement due diligence procedures for its own suppliers, Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

25.4 Supplier shall notify Company as soon as it becomes aware of any breach, or potential breach of this Clause 25 or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

25.5 Supplier shall prepare and deliver to Company on the yearly anniversary of the start date of this Contract an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

25.6 Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company as a result of any breach of this Clause 25.

### **26. Legal and Safety Obligations**

26.1 Both Parties shall comply with all applicable laws in the performance of the Work and shall comply with any and all applicable safety rules, regulations or procedures applicable to the Work.

26.2 Supplier shall comply with all safety procedures imposed by the Client.

### **27. Contracts (Rights of Third Parties) Act**

With the exception of the provisions contained within Clauses 13, 14, 16 and 20, the Parties intend that no provision of the Contract shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on nor be enforceable by any person who is not a Party to the Contract. For the purposes of this Clause 27, "third party" shall mean any member of the Company Group (other than the Company) or Supplier Group (other than the Supplier).

### **28. Notices**

28.1 All formal notices in respect of the Contract shall be given in writing and delivered by hand, by fax, by email or by first class post to the relevant address specified in the Contract for notices or where no such address is specified the addresses set out in the Purchase Order.

28.2 Such notices shall be effective:

- (i) If delivered by hand at the time of delivery; or
- (ii) If sent by fax or email, on the first working day at the recipient address following the date of sending; or
- (iii) If sent by first class post, forty-eight (48) hours after the time of posting.

28.3 Subject to any specific administrative instructions agreed between the Parties, any standard business correspondence associated with the Contract or the Work can be made by either email or letter.

### **29. Waiver**

None of the terms and conditions of the Contract shall be considered to be waived by either Party unless a waiver is given in writing by one Party to the other. No failure on the part of either Party to enforce any of the terms and conditions of the Contract shall constitute a waiver of such terms.

### **30. Invalidity and Severability**

If any court or competent authority decides that any of the provisions of the Contract are invalid, unlawful or unenforceable to any extent, the invalidity or unenforceability shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

### **31. Entire Agreement**

The Contract constitutes the entire agreement between the Parties hereto with respect to the Work and supersedes all prior negotiations, representations or agreements relating to the Contract either written or oral.

### **32. Continuing Obligations**

Termination of the Contract and/or Company's acceptance of Work, or any part thereof, shall not release the Parties from obligations, which expressly



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or by their nature survive the Contract or extend beyond Contract termination and any acceptance of the Work.

### 33. Agency

33.1 In respect of ship's agency services and other third party procurement services, Client has appointed Company as its disclosed agent in accordance with the Client contract and the laws of agency to provide the Work.

33.2 For the purposes of this Clause 33, "Work" means all the work that the Company is required to carry out on behalf of the Client as disclosed agent in accordance with the provisions of the Client contract, including the provision of all materials, services and equipment to be rendered in accordance with the Client contract.

33.3 The Company shall contract with Supplier, all sub-contractors and third parties necessary for the delivery of the Work for and on behalf of the Client and shall form contracts with those parties on behalf of the Client as its disclosed agent. Such contracts shall be deemed to be a direct contractual relationship between Client and those parties.

33.4 Company shall have no responsibility for acts or omission of Supplier or any third parties whom Company has engaged as disclosed agent on behalf of the Client.

### 34. ECCN Numbers

34.1 If any Goods, products or materials require an Export Control Classification Number ("ECCN"), Supplier shall provide this at delivery.

34.2 In the event that Supplier provides an ECCN that is inaccurate, Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company which arise as a result of the inaccurate ECCN.

### 35. Authorised Economic Operator

35.1 Where applicable and required by law and/or Client, Supplier shall ensure it has Authorised Economic Operator ("AEO") status.

35.2 In the event that Supplier does not achieve AEO status in accordance with Clause 35.1, Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company which arise as a result of the failure of Supplier to achieve AEO status.

### 36. Anti-facilitation of Tax Evasion

36.1 Supplier shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
  - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
  - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) comply with Company's Anti-facilitation of Tax Evasion policy as Company may update from time to time;
- (c) have and shall maintain in place throughout the duration of the Contract such policies and procedures as are both reasonable to prevent

the facilitation of tax evasion by another person (including without limitation employees of Supplier) and to ensure compliance with Clause 36.1(a);

(d) promptly report to Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract;

(e) at the commencement of the Contract, and annually thereafter, certify to Company in writing signed by an officer of Supplier, compliance with this Clause 36 by Supplier and all persons associated with it under Clause 36.2. Supplier shall provide such supporting evidence of compliance as Company may reasonably request.

36.2 Supplier shall ensure that any person associated with Supplier who is performing services and providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this Clause 36 (Relevant Terms). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Company for any breach by such persons of any of the Relevant Terms.

36.3 Supplier shall notify Company as soon as it becomes aware of any breach, or potential breach of this Clause 36 or any actual or suspected tax evasion which has a connection with this Contract.

36.4 For the purposes of this Clause 36, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with Supplier includes but is not limited to any subcontractor of Supplier.

36.5 Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by or made against Company as a result of any breach of this Clause 36.

### 36. TUPE

36.1 In this Clause 36, the following terms have the meanings set out below. All other terms shall have the meanings set out in Clause 1 (Definitions) of this Contract.

"Employee Liability Information" has the meaning given in Regulation 11(2) of the TUPE Regulations and shall, as a minimum, include all such information in relation to the Exit Transferring Employees, which shall be dated no more than fourteen (14) days before provision of the information, as the Company may reasonably request (subject to applicable data protection laws), including in an anonymised format:

- a) their ages, dates of commencement of employment or engagement and gender;
- b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- c) the identity of their employer or relevant contracting party;
- d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment or other termination payment schemes;
- e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;



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- f) details of all other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
- g) any outstanding or potential contractual, statutory or other liabilities in respect of them (including in respect of personal injury claims);
- h) details of any continuous period of sickness absence of four weeks or more, maternity or other statutory leave or other absenteeism from work; and
- i) copies of all relevant documents and materials relating to such information including copies of relevant offers of employment, contracts of employment or engagement (or relevant standard contracts if applied generally in respect of them).

"Exit Transferring Employees" means the employees (excluding agents and individual contractors) who are wholly or mainly engaged in the performance of the Work that the Supplier will cease to supply to the Company pursuant to this Contract on a partial or full termination or expiry of this Contract.

"New Supplier" means any entity or entities succeeding the Supplier or Supplier Group in the provision or operation of the Work similar to or part of the Work.

"Old Supplier" means any entity or entities preceding the Supplier or Supplier Group in the provision or operation of the Work similar to or part of the Work.

"TUPE Regulations" means the Transfer of Undertaking (Protection of Employment) Regulations 2006 including any amendments, revisions or subsequent regulations or legislation and analogous laws or regulations in any other jurisdiction which would have the effect of providing for the transfer of employment by operation of law.

"Work Transfer Date" means the date on which the Work (or any part of the Work), ceases to be provided by the Supplier with such performance of the Work being transferred to the Company or the New Supplier.

36.2 Whenever notified that the Company intends to re-tender the Work or take the Work back in-house (or part of thereof), the Supplier shall provide to the Company all information which the Company reasonably believes is necessary for the Company to assess whether or not the TUPE Regulations are likely to apply, if and when the performance of the Work is transferred to the Company or a New Supplier on the termination or expiry of all or part of the Work. The Company and the Supplier agree to cooperate in good faith to seek to agree whether the TUPE Regulations are likely to apply.

36.3 If the Parties agree that the TUPE Regulations will apply, then the Company shall have the right to require the Supplier to disclose the Employee Liability Information in writing to the Company.

36.4 In relation to the Exit Transferring Employees, the Supplier shall disclose the information referred to in Clauses 36.2 and 36.3 as soon as reasonably practicable and in any event no later than twenty-eight (28) days from the date of such request for information.

36.5 Once a New Supplier has been identified, the Supplier shall supply the Employee Liability Information to the Company (and the Company may pass the same to the New Supplier). Such information shall be supplied promptly and, in any event, no later than twenty-eight (28) days from the date that the Supplier is notified by the Company of the New Supplier. For the avoidance of doubt, the Company shall not be acting as the Supplier's agent in providing any Employee Liability Information to the New Supplier

and the Supplier shall at all times remain responsible for fulfilling its obligations towards the New Supplier under Regulation 11 of the TUPE Regulations.

36.6 Where Employee Liability Information has been provided and the Supplier makes or becomes aware of (or ought reasonably to become aware of) any material changes or discovers (or ought reasonably to discover) any new material, the Supplier shall notify the Company within seven (7) days of such change or discovery (and the Company may pass the same to the New Supplier). The Employee Liability Information provided by the Supplier shall be updated twenty-eight (28) days prior to the Work Transfer Date and shall include the identity of the Exit Transferring Employees.

36.7 The Supplier hereby warrants and represents that all information disclosed pursuant to a request under Clauses 36.3 and 36.4 shall, to the best of the Supplier's knowledge and belief, be complete, true and accurate in all material respects.

36.8 The Supplier warrants and represents that as at the Work Transfer Date:

(i) the Exit Transferring Employees are all employed by the Supplier and/or the Supplier Group and work wholly or mainly in the Work (or part thereof) and there are no other employees working wholly or mainly in the Work (or part thereof); and

(ii) it has disclosed to the Company all material terms and conditions of employment relating to the Exit Transferring Employees, regardless of whether such terms and conditions require to be disclosed under the TUPE Regulations.

36.9 Once the Supplier has provided the Company and/or New Supplier with Employee Liability Information for the Exit Transferring Employees, the Supplier agrees that it will not, and shall procure that the Supplier Group will not (other than in the ordinary course of business), without the prior written consent of the Company:

(a) replace any Exit Transferring Employees or assign any other person to perform the Work or terminate or give notice to terminate the employment contract of any Exit Transferring Employees;

(b) make, propose or permit any changes to the terms and conditions or benefits of employment if, or collective agreements relating to, any Exit Transferring Employees;

(c) increase the number of Exit Transferring Employees;

(d) increase the proportion of working time spent on the Work by Exit Transferring Employees or any other employees of the Supplier;

(e) introduce any new, or alter any existing, contractual or customary practice (including for the avoidance of doubt making or proposing to make any payments on termination of employment affecting the Exit Transferring Employees);

(f) do anything prior to the Work Transfer Date to terminate or which would cause any Exit Transferring Employees to terminate their employment with the Supplier or the Supplier Group on or before the Work Transfer Date; and

(g) terminate (or give notice to terminate) the employment of any Exit Transferring Employees other than in accordance with the applicable national law, statutory codes of practice and best employment practice.

36.10 If, on expiry or termination (in whole or part) of this Contract (for any reason), the TUPE Regulations would apply to transfer the contracts of



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employment of any or all of the Exit Transferring Employees from the Supplier or the Supplier Group to the Company and/or New Supplier, then the provisions in Clauses 36.11 to 36.15 shall take effect.

employees who do not transfer, and such costs will be entirely for the Supplier's own account.

36.11 The Supplier shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities which relate to or arise out of or are connected with any act or omissions by the Supplier Group having its origin prior to the Work Transfer Date and which the Company Group and/or the New Supplier incur in relation to any contract of employment or collective agreement of one or more of the Exit Transferring Employees pursuant to the TUPE Regulations, including any loss which relates to or arises out of or is connected with any failure of the Supplier Group to comply with its obligations to provide Employee Liability Information and to inform and consult under the TUPE Regulations, but only to the extent of any such failure and except where such failure on the part of the Supplier Group is as a result of, relates to, arises out of or is connected with any failure by the Company or the New Supplier (as appropriate) to comply with its obligations under the TUPE Regulations.

36.12 The Supplier shall provide the Company or the New Supplier (as appropriate) with reasonable access to the Exit Transferring Employees and their representatives in good time prior to the Exit Transfer Date, to enable the Company or the New Supplier (as appropriate) to present to the Exit Transferring Employees such information as may be considered appropriate in the circumstances. The Supplier shall nonetheless remain responsible for conducting the information and consultation process required under Regulations 13, 13A and 14 of the TUPE Regulations, where applicable.

36.13 There shall be apportioned, as at the Work Transfer Date, pro rata all emoluments and outgoings (including all wages, benefits, bonuses and taxation) payable in respect of the Exit Transferring Employees between the Supplier and the Company or the New Supplier (as appropriate). The Supplier shall be responsible for the period up to but not including the Work Transfer Date and the Company or the New Supplier (as appropriate) will be responsible for the Work Transfer Date and the period thereafter.

36.14 If any Exit Transferring Employee has taken holidays in excess of holiday entitlement which has accrued in respect of that Exit Transferring Employee at the Work Transfer Date, the Company or New Supplier (as appropriate) shall pay to the Supplier within one (1) month of the Work Transfer Date a sum equivalent to pay in lieu of such excess holidays. If any Exit Transferring Employee has not taken all holiday entitlement which has accrued in respect of that Exit Transferring Employee at the Work Transfer Date, the Supplier shall pay to the Company or New Supplier (as appropriate) within one (1) month of the Work Transfer Date a sum equivalent to pay in lieu of such accrued but untaken holidays.

36.15 When this Contract and/or a Purchase Order provide that rates and prices include an accrual for redundancy costs, the Supplier shall set up and maintain a separate redundancy account to accept such redundancy payments from the Company (the "Redundancy Account"). If applicable, the Supplier shall pay into the Redundancy Account as soon as practicable following commencement of the Work any redundancy funds received from the Old Supplier under the TUPE Regulations. The Supplier agrees that within one (1) month of the Work Transfer Date it will assign to the Company or New Supplier (as appropriate) any and all accrued funds and contingency sums in respect of any redundancy of employees of the Supplier Group (including, for the avoidance of doubt, the balance of any sums standing to the credit of any Redundancy Account). The Supplier acknowledges that, if there is no transfer under the TUPE Regulations as a result of the termination or cessation of the Work, in whole or in part, whether in respect of the Exit Transferring Employees or otherwise, the Company Group will not be liable for the cost of any redundancies of such