

**Application of these Terms and Conditions**

1. The terms and conditions of this Purchase Order shall constitute the whole Agreement and any terms and conditions printed on invoices, price lists or other documentation presented by Supplier and not specifically made part of this Purchase Order are null and void for the purposes of this Purchase Order. These Terms and Conditions can only be altered or qualified by a Change Order designated as such signed by a duly authorised representative of the Buyer and setting out in full the relevant alterations and qualifications hereto.
2. Delivery by the Supplier shall of itself constitute an acceptance of the Terms and Conditions.

**Definitions**

3. When used herein "Buyer" is UTECH Star Net Geomarine Ltd and "Supplier" is the Supplier, its agents, servants or subcontractors as identified in the Purchase Order. The "Purchase Order" means the Buyer's Purchase Order set out overleaf. The "goods" means, subject to the terms of these Conditions the products or services agreed to be supplied as set out in this Purchase Order. "Work" means, subject to the terms of these Conditions the work or services agreed to be supplied as set out in this Purchase Order. "Contract" means the contract between the Supplier and the Buyer for the supply and purchase of the goods/work as set out in this Purchase Order. "Contract Documents" refers to the documents and drawings in this Purchase Order and/or these terms and any documents or drawings referred to in such documents or drawings.
4. "Conflict Minerals" means gold, tin, tantalum, tungsten and their derivatives, as well as any other mineral or mineral derivative determined by the U.S. Secretary of State or the European Union to be involved in the financing of the conflict in the Democratic Republic of Congo (DRC) or an adjoining country. "Forced or Compulsory Labour" means, as defined in international law by the International Labour Organization's Forced Labour Convention 29 and Protocol, coercion, either direct or indirect threats of violence or more subtle forms of compulsion exacting work or service from any person under the menace of any penalty and for which the person has not offered him/her self voluntarily. "Modern Slavery Act" means the United Kingdom Modern Slavery Act 2015. "Slavery" means, in accordance with the 1926 Slavery Convention, the status or condition of a person over whom all or any of the powers attaching to the right of "ownership" are exercised and ownership, as the key element of slavery, shall be construed as the behaviour on the part of the offender as if he/ she did own the person, which deprives the victim of their freedom. "Servitude" means the obligation to provide services that is imposed by the use of coercion and includes the obligation for a 'serf' to live on another person's property and the impossibility of changing his or her condition.

**Variations to the Goods or Works**

5. The Buyer may at any time by notice make changes to the quantity, design or specification, the method of packing and delivery or the time required for performance of the goods or work. If such changes increase or decrease the cost of, or the time required for performance of the Contract, an equitable adjustment shall be made to the price and/or the time or date of performance provided that no increase in price or extension of time for performance shall be made unless the Supplier gives the Buyer notice of its claim for an increase or extension within 15 days of delivery of the Buyers notice.

**Deliver/Advice Notes**

6. Time of delivery/performance is of the essence of the Contract. The Supplier shall allocate sufficient resources at all times to the performance of the Contract and shall commence, execute and complete all the works and do all the things necessary for the performance of the Contract in accordance with the terms of the contract and in such order and by such time as will ensure that the

goods are delivered/the work is completed at the time or on the dates shown in this Purchase Order.

7. A detailed delivery/advice note is required to be sent with the Goods containing such information regard the Goods as Buyer may require. The Buyer may refuse the goods if no such note is provided.
8. The Buyer shall not be obliged to take delivery of goods tendered before the time(s) or on the date(s) shown in this Purchase Order and may return goods so tendered to the Supplier at the Supplier's risk and expense.
9. If for any reason the Buyer is unable to take delivery of goods which are duly tendered in accordance with the Contract the Supplier shall store them until the Buyer is able to accept delivery.

**Conditions**

10. The goods or work shall be supplied in strict adherence to any specifications, drawings, nomenclature, catalogue numbers or other references in this order. Any breach of any provisions of this Purchase Order Agreement shall entitle the Buyer to repudiate its obligations hereunder.
11. The goods or work shall conform in all respects to the requirements set out or referred to in this Purchase Order and the contract documents and with any statutory or regulatory provisions which may be applicable to the goods, or work be fit for the purpose for which they are intended, be free from any defect in materials, workmanship and design and be equal to any sample to any patterns previously provided or accepted by the Buyer.
12. The Supplier shall maintain and apply in the production and testing of the goods or work the quality control procedures stipulated in this Purchase Order or if no procedures are stipulated, such procedures as the Buyer shall hereafter approve or specify.
13. The Buyer, on giving 12 hours notice, may at the Suppliers premises or elsewhere, inspect/test all goods finished or in progress and remove samples for testing. The Supplier shall keep such production and quality control records as the Buyer shall request from time to time for such periods as Buyer may reasonably require.
14. If the goods or work are in any way defective, inadequate, unsuitable or fail to conform to the requirements or specifications of this Purchase Order the Buyer may, without prejudice to any other rights it has against the Supplier require the goods or work to be repaired or replaced at the Suppliers own expense. If Supplier fails to repair/replace the defective goods or work the Buyer may take such steps as the Buyer deems necessary to remedy the defective goods or work at the Supplier's sole expense and risk.
15. The signature by or on behalf of the Buyer of any document in respect of the delivery and receipt of any goods is evidence only of the number of packages received.

**Price and Payment**

16. The price and currency for payment of the goods or work are shown in this Purchase Order. Payment shall be made 30 days from receipt of approved invoice unless otherwise stated on Purchase Order.
17. All Suppliers who are registered for VAT are required to issue a proper tax invoice before the Buyer shall be required to make payment for goods or work supplied in accordance with this Purchase Order. Similarly, Suppliers shall issue appropriate documentation for those goods zero rated.
18. Unless otherwise specified in this Purchase Order all prices are fixed. Unless otherwise specified in this Purchase Order the Supplier shall make no minimum order charges and the price shall cover all packing, insurance and transport, license or other permit, and all customs and other duties or taxes.
19. If the Buyer disputes any invoices in whole or in part, the Buyer shall promptly notify Supplier of dispute and shall pay when due only the undisputed

portion. Supplier and Buyer shall endeavour to settle and adjust any disputed amount forthwith. The law governing the Contract shall be the law of England and Wales and any dispute arising out of or in connection with the Contract shall be submitted to the jurisdiction of English Courts.

20. Buyer may set-off against payment due to Supplier hereunder any amount due to Buyer by Supplier for any reason.
21. Any payment made by the Buyer hereunder including the final billing under this Purchase Order shall not prevent the Buyer from filing claims or prejudice its right to recover the amount of such claims however they may have arisen. Without limiting the type or nature of the claims mentioned in the preceding sentence Buyer may recover any sums paid to Supplier by mistake of law or fact.

**Packaging**

22. All goods shall be carefully and properly prepared, secured and packed in a manner suitable for the type of shipment to provide adequate protection against damage in transit to destination.
23. The Buyer shall not be liable to pay for or return to the Supplier any packaging or crating unless otherwise agreed.

**Title and Risk**

24. Unless otherwise specified in this Purchase Order the title and risk in the goods or work shall pass to the Buyer upon delivery and completion by Buyer of a satisfactory inspection and Supplier shall be responsible for transport and unloading costs and insurance of goods or work to their full value against all risks of damage or loss prior to completion of delivery by whomsoever affected.

**Indemnity**

25. The Supplier shall indemnify the Buyer against any loss, damage or expense suffered by the Buyer and against all claims, demands actions or proceedings made or brought against the Buyer by any third party (and any resultant damages, costs, expenses, losses or other liability which are awarded against or incurred by the Buyer) arising out of any act, neglect, default or omission of the Supplier in the course of performance of the Contract or as a result of any breach of the terms of the Contract (expressed or implied) or any defect in the goods or the work.
26. The Supplier shall indemnify the Buyer against all actions, proceedings, claims and demands whatsoever and howsoever brought against the Buyer and all costs, liabilities, damages and expenses whatsoever and howsoever incurred by the Buyer to third parties arising out of or in connection with the infringement of any letters, patent, copyright, registered design, trademark or other intellectual property by reason of the use or sale of the goods or work except where the same has been manufactured in accordance with the specifications or designs supplied by the Buyer.

**Buyers Rights in Specification etc. and Confidentiality**

27. Any specification, plan, drawing, pattern or design obtained directly or otherwise from the Supplier and data, in connection with this Contract shall be deemed confidential and under no circumstances be used, copied, loaned or otherwise made use of by the Supplier save in the fulfilment of this Purchase Order or any other Purchase Order placed by the Buyer upon the Supplier for good or work of the same specification. Any specification, plan, drawing, pattern or design supplied by the Buyer to the Supplier in connection with the Contract shall be returned or disposed of at the completion of the Contract in accordance with the buyer's reasonable requirements.

**Termination for Default or Insolvency**

28. If the Buyer becomes entitled to reject and rejects any goods or work the Supplier is in breach of any term of the Contract (express or implied) and either the breach is incapable of remedy or the Supplier fails to remedy it as soon as practicable



following notice of such breach by the Buyer to the Supplier or the Supplier has a Receiver, Liquidator or Trustee in Bankruptcy appointed of any of its assets or takes or has instituted against it any action or proceedings which has as its object or may result in the winding up of the Supplier, the Buyer may terminate the Contract, in whole or in part forthwith by notice without payment of compensation.

29. Upon termination pursuant to Clause 27

a. The Supplier shall assign title in and deliver to the Buyer such completed or partially completed goods or work and materials/articles for incorporation in the goods or work as the Buyer shall direct and assign to the Buyer in a form acceptable to the Buyer, such subcontracts between the Supplier and its Suppliers as the Buyer shall direct.

b. The Supplier shall cease to be entitled to any further payments under the Contract until completion of the Goods, completion or procurement of outstanding Goods by on behalf of the Buyer by whatever method the Buyer considers convenient.

c. Either the Buyer shall pay to the Supplier such monies as would have been payable had the Supplier completed the Contract in accordance with its terms less the costs to the Buyer of completion and/or procurement and the amount of any damages suffered by the Buyer as a result of the Supplier's breach(es) of the Contract, or, if the amount of such costs and damages exceeds the amount of such monies, the Supplier shall pay such excess to the Buyer on demand.

d. The supplier shall remain fully liable for any further damages payable to the Buyer under its indemnity given in this contract.

#### **Buyer's Rights of Suspension and Termination**

30. The Buyer is entitled to suspend or terminate this Contract in whole or in part, on notice at any time at its sole convenience. In the event of suspension the Buyer shall thereafter extend the time for performance of the Contract by such period as is reasonable.

#### **QHSE**

31. The Supplier as a minimum shall comply with the Buyer's policies and procedure, and all applicable regulations in respect of operations, health and safety, environmental provision, security and administration details of which have been supplied to the Supplier during performance of this Purchase Order. The Supplier shall maintain a true and correct set of records pertaining to all activities relating to their performance of this Purchase Order. Supplier agrees to retain all such records for a period of not less than 36 months after completion of performance.

#### **Assignment**

32. The Supplier shall not without the consent of the Buyer assign or transfer this Purchase order or any part of it to any other person.

#### **Waiver**

33. No waiver by either party of any default by the other party shall be construed as a waiver of any future defaults.

#### **Notices**

34. All notices to be given by either party to the other under the terms of this Agreement shall be in writing and addressed to the party to whom it is sent at the address stated herein or to their last known address if different and shall be deemed to be properly served if sent by first class prepaid post.

#### **Classification and Country of Origin of Goods**

35. For all items covered by this order, Seller agrees to provide to Buyer the export classification (United States Munitions List Category or Export Control Classification Number (ECCN)) under the export control laws and regulations of Seller's office accepting this order and the country from which Seller will ship the items covered by this order; the applicable Harmonized Tariff Schedule (HTS) code; and the applicable country of origin of the items.

#### **Business Ethics**

36. a. Supplier shall not act in any way that gives or may give rise to a liability under, violates or may violate any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, money-laundering, terrorism, sanctions, collusion or anti-trust, human rights violations (including slavery, servitude, forced or compulsory labour and human trafficking), use of Conflict Minerals or similar activities which are applicable to either party or to any jurisdiction in which any work under this Purchase Order is performed and which shall include (without limitation): (i) the United Kingdom Bribery Act 2010, (ii) the United Kingdom Modern Slavery Act 2015, (iii) the United States Foreign Corrupt Practices Act 1977, (iv) any related enabling legislation pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (v) any United States, United Nations, Canadian or European Union sanctions.

b. Supplier shall defend, indemnify and hold Buyer harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to any breach by it of this clause 36. Such indemnity obligations shall survive termination or expiration of this Purchase Order.

c. Notwithstanding any other provision of this Purchase Order, if Buyer reasonably believes, in good faith and in its sole discretion, that the Supplier, in the course of carrying out its duties and obligations under this Purchase Order, has violated any of the provisions contained within this clause 36, it shall have the unilateral right to terminate this Purchase Order immediately without any liability to the Supplier whatsoever, exercisable immediately upon written notice to the Supplier, and the Supplier shall surrender any other claim for compensation under this Purchase Order, and the Supplier shall immediately return all monies paid under this Purchase Order. Furthermore, at any time during the term of the Purchase Order, Buyer may in its sole discretion immediately terminate this Purchase Order, effective as of the date of the written notice to the Supplier, in the event that: (a) The Supplier or any of the Supplier's owners, counterparties or related parties become a restricted party on a sanctions list; or (b) The Supplier engages with, or Buyer has reason to believe that the Supplier is engaging with, a sanctioned party on Buyer's behalf.

d. Supplier shall notify the Buyer immediately in writing with full particulars if it, its affiliates or any Person acting on behalf of it or its Affiliates, receives a request from any Government Official, public official or representative of a private company requesting illicit payments.

e. Supplier warrants that none of the owners, shareholders, officers, directors, or business partners of Supplier is, or has any direct or indirect legal, financial, or other relationship with (a) a Government Official or his or her Family, (b) an officer, director, or employee of a government-owned or government-controlled enterprise, (c) a member of a royal family, (d) an officer, director, or employee of a public international organization, or (e) anyone acting for or on behalf of any of the foregoing.

f. During the period of this Purchase Order, and for a period to and including five (5) years after termination of this Purchase Order, Supplier will fully cooperate with any request of the Buyer relative to any possible violation of law, convention, governmental investigation or inquiry, or litigation that may in any way relate to this Purchase Order, Supplier's performance of this Purchase Order, or the relationship of the Parties, and further, to the extent relevant to this Purchase Order, make available anyone under its direction or control (including but not limited to officers, directors, employees, and agents) available to the Buyer to answer questions, respond to inquiries, or to be interviewed (and obtain whatever approvals or authorizations may be necessary for an individual to be questioned, subject to inquiry, or interviewed) in connection with the foregoing.

g. Supplier will make its books, records, and accounts available to Buyer, and to keep copies thereof, to the extent relevant to this Purchase Order.

Supplier provides Buyer with the right to review or audit such books, records, and accounts of the Supplier to the extent relevant to this Purchase Order, by Buyer or its authorised personnel, at any time up to and including seven (7) years after termination of this Purchase Order. In the event that Buyer exercises its audit rights under this clause 36, the Supplier shall make all relevant books, records, and accounts available to the Buyer or its selected third-party personnel at the audit location.

h. As a material condition of this Purchase Order, Supplier shall, if and whenever requested by Buyer, execute certification on a form acceptable to Buyer confirming Supplier's continued compliance with the UK Bribery Act 2010, the FCPA, the Modern Slavery Act and other applicable anti-corruption Law.

#### **Modern Slavery**

37. a. Supplier represents, warrants and undertakes to the Buyer that it shall not, and shall procure that its affiliates, directors, employees, contractors and agents shall not, in connection with this Purchase Order or with its business, affairs or operations, engage directly or indirectly in or condone the use of Slavery, Servitude, Forced or Compulsory Labour or be in breach of or contravene the provisions of the Modern Slavery Act.

b. Supplier shall defend, indemnify and hold the Buyer harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to any breach by it of this clause 36. Such indemnity obligations shall survive termination or expiration of this Purchase Order.

c. Notwithstanding any other provision of this Purchase Order, if Buyer reasonably believes, in good faith and in its sole discretion, that the Supplier, in the course of carrying out its duties and obligations under this Purchase Order, has violated any of the provisions contained within this clause 36, it shall have the unilateral right to terminate this Purchase Order immediately without any liability to the Supplier whatsoever, exercisable immediately upon written notice to the Supplier, and the Supplier shall surrender any other claim for compensation under this Purchase Order, and the Supplier shall immediately return all monies paid under this Purchase Order.

#### **Data Protection**

38. a. Where Supplier receives any Personal Data (as defined by the UK Data Protection Act 1998 or any successor legislation, including but not limited to the General Data Protection Regulation ((EU) 2016/697) and any secondary legislation) (hereinafter called the "Acts") from the Buyer, it shall ensure that it keeps it confidential, fully complies with the provisions of the Acts, and only deals with the Personal Data to fulfil its obligations under this Purchase Order and for the purpose for which it was provided.

b. Supplier must only transfer the Personal Data to a country outside of the EEA with the consent of Buyer and in compliance with the Acts. Where Supplier is based in a non-EEA country, Supplier must provide equivalent levels of protection for the Personal Data to that required by the Acts.

c. Supplier must notify the Buyer immediately but in any event within 24 hours after becoming aware of any actual, suspected or alleged loss, leak or unauthorised use or disclosure of the Personal Data.