

DOSCPSC07 - PURCHASE ORDER STANDARD CONDITIONS (“these Conditions”)

1 INTERPRETATION

“Company”	means DeepOcean Subsea Cables Limited;
“Contract”	means the contract between the Company and the Supplier comprising the Purchase Order, these Conditions complete with any special conditions set out in the Purchase Order and any other documents (or part thereof) specified therein. In the event of inconsistency between the documents comprising the Contract, they shall have precedence in the following order: Purchase Order; special conditions; these Conditions;
“Goods”	means the goods (including any installment, component, part of or raw materials used in such goods) described in the Purchase Order;
“Purchase Order”	means the Company's written instruction to supply the Goods and/or the Services incorporating these Conditions;
“Services”	means the services (if any) described in the Purchase Order;
“Supplier”	means the person, firm or company who/which accepts the Purchase Order in accordance with condition 2.1.

2 BASIS OF PURCHASE

- 2.1 The Company’s Purchase Order constitutes an offer to buy the Goods and/or the Services subject to these Conditions. Any offer and/or acceptance of a Purchase Order by the Supplier shall be deemed to constitute an agreement to comply with these Conditions.
- 2.2 The delivery of any Goods and/or the performance of any Services by or on behalf of the Supplier shall also constitute the Supplier’s agreement to comply with these Conditions;
- 2.3 These Conditions shall apply to each Contract to the exclusion of any other terms and conditions.
- 2.4 No variation to a Purchase Order or these Conditions shall be effective unless agreed by the Company’s authorised representative by means of the issue of an amended Purchase Order.

3 SPECIFICATIONS AND EQUIPMENT

- 3.1 The quantity, quality and description of the Goods and/or the Services shall be as specified in the Purchase Order and/or in any specification supplied.
- 3.2 Any specification produced or supplied together with the copyright, design rights and any intellectual property rights shall be the Company’s exclusive property.
- 3.3 Goods made to the Company’s specification shall not be manufactured for or supplied to any other party.
- 3.4 The Company shall be entitled to inspect and test the Goods during manufacture, processing or storage prior to dispatch, without relieving the Supplier of its obligations.
- 3.5 The Supplier shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and the performance of the Services.
- 3.6 The Goods shall be marked in accordance with the Company’s instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

4 PRICE

- 4.1 The price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless otherwise so stated, shall be exclusive of any applicable VAT but inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery. Value Added Tax, where applicable, shall be shown on all invoices as a strictly net charge.
- 4.2 No increase in the price may be made for any reason without the Company’s prior written consent.

5 INFORMATION

The Supplier shall provide the Company on request with such information about the Goods and any components, parts or raw materials used in manufacturing the Goods as the Company considers necessary including information relating to possible risks to health and safety and environment.

6 PAYMENT

- 6.1 Unless otherwise agreed the Company shall pay the price of the Goods and/or the Services by the end of the second month following the month in which the Company receives a proper invoice

	or, if later, after acceptance of the Goods or Services in question.	11.1	The Supplier warrants to the Company that the Supplier is fully qualified, financed and organised to perform the Contract and that the Goods:-
6.2	Time of payment shall not be of the essence.		
6.3	The Company may set off against the price any sums owed to the Company by the Supplier.	11.1.1	will be fit for any purpose held out or made known to the Supplier at the time the Purchase Order is placed and for all purposes for which the Goods are commonly supplied;
7	<u>DELIVERY</u>	11.1.2	will be of satisfactory quality and free from defects in design, material and workmanship;
7.1	Unless otherwise agreed in writing by the parties, the Goods shall be delivered to and/or the Services shall be performed at the address specified in the Purchase Order.	11.1.3	will correspond with any relevant specification or sample; and
7.2	Delivery shall be deemed to be made on receipt of the Goods and/or Services in the Company's normal business hours in accordance with the terms of the Contract.	11.1.4	will comply with all statutory requirements, regulations and EU regulations relating to the manufacture and sale of the Goods product safety, packaging, labeling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).
7.3	Time of delivery of the Goods and of performance of the Services is of the essence.		
7.4	A delivery note quoting the Company's order number must accompany each delivery.		
7.5	Delivery or performance by installments is not accepted by the Company unless previously agreed in writing. If Goods are to be delivered and/or Services are to be performed by installments, the Contract will be treated as a single contract and not severable.	11.2	The Supplier warrants to the Company that the Services:-
8	<u>ACCEPTANCE</u>	11.2.1	will be performed by appropriately trained and qualified personnel, with due care and diligence; and
	The Company shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted them until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.	11.2.2	will comply with all statutory requirements, regulations and EU regulations relating to the performance of the Services.
9	<u>RISK AND PROPERTY</u>	11.3	Unless otherwise agreed by the parties, the warranties set out in this contract term 11 shall continue in force (notwithstanding acceptance by the Company of all or any part of the Goods and/or the Services for 18 months from the date of first use of the Goods or completed performance of the Services in question.
9.1	Risk of damage to or loss of the Goods shall pass to the Company on delivery in accordance with the Contract.	12	<u>CERTAIN RIGHTS AND REMEDIES ON DEFAULT</u>
9.2	Property in the Goods shall pass to the Company on delivery, or if earlier, when payment for the Goods is made.	12.1	Each of the Company's rights or remedies provided by condition 12.2 is without prejudice to the Company's rights set out in conditions 16.2.1-16.2.3 and 16.3 and any other right or remedy of the Company.
10	<u>COMPLIANCE</u>	12.2	If the Goods are not delivered or Services are not performed in accordance with the Contract then the Company shall be entitled to:-
	The Supplier shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, labeling, packing and delivery of the Goods and performance of the Services.	12.2.1	terminate the Contract (or any part) without liability and purchase substitute goods and/or services elsewhere and recover from the
11	<u>WARRANTIES</u>		

Supplier any loss or additional costs incurred;

business or any other indirect or consequential loss or damages arising out of the Contract.

12.2.2 require the Supplier to repair the Goods or to supply replacement Goods and/or Services in accordance with the Contract within seven days; or

12.2.3 whether or not the Company has previously required the Supplier to repair the Goods or to supply replacement Goods and/or Services, to treat the Contract as discharged by the Supplier’s breach and require the repayment of any part of the price already paid.

14 FORCE MAJEURE

Neither the Supplier nor Company shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of their respective obligations if the delay or failure was beyond their reasonable control.

15 SPARE PARTS

The Supplier shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from the Supplier for 5 years from date of first use by the Company of the Goods in question, unless the Company is provided with all drawings, plans, specifications and other technical data the Company reasonably believes are necessary to enable the manufacture of such parts or the Goods.

13 LIABILITY AND INDEMNITY

13.1 Save as provided by condition 13.2, the Supplier shall indemnify the Company in full against all liabilities, losses, claims, demands, costs and expenses (including legal expenses) awarded against or incurred by the Company as a result of or in connection with:-

13.1.1 breach of any warranty relating to the Goods and/or the Services;

13.1.2 any claim that the Goods infringe the intellectual property rights of any person, except to the extent that the claim arises from compliance with the Company’s specification;

13.1.3 any claim made against the Company in respect of any breach or alleged breach of any statutory provision, regulation or other rule of law arising from the acts or omissions of the Supplier or those of the Supplier’s employees, agents or subcontractors;

13.1.4 any liability under legislation, regulations and rules which apply in respect of the Goods and/or the Services; and

13.1.5 any act or omission of the Supplier or the Supplier’s employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by the negligence of the Supplier, the Supplier’s employees, agents or subcontractors or by faulty design, workmanship or materials.

13.2 Neither the Supplier nor the Company shall be liable to the other for loss of profits, loss of

16 TERMINATION

16.1 The Company shall be entitled to cancel a Contract at any time prior to delivery of all of the Goods or prior to performance of all of the Services without incurring any liability to the Supplier other than to pay for Goods and/or Services already delivered or performed at the time of such notice.

16.2 The Company shall be entitled to terminate the Contract without liability to the Supplier and reserving all rights by giving notice to the Supplier at any time if:-

16.2.1 the Supplier is in material breach of any of its obligations and that breach cannot be remedied;

16.2.2 the Supplier is in material breach of any of its obligations and that breach can be remedied but the Supplier fails to do so within 30 days starting on the day after receipt of notice from the Company;

16.2.3 the Supplier commits more than one breach of any of the Supplier’s obligations and the cumulative effect of such breaches is that the Company reasonably believes that the Supplier will continue to deliver a substandard performance over the one month period immediately after the service of the notice specified in condition 16.2.2;

16.2.4 the Supplier makes any voluntary arrangement with creditors or becomes subject to an administration order or

goes into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed, of any of the Supplier's property or assets; or

16.2.5 the Company reasonably believes that any of the events mentioned above is about to occur and the Company notifies the Supplier accordingly.

16.3 If delivery is incomplete then the Company may accept or reject the Goods and/or Services delivered or performed and cancel or vary the balance of the Purchase Order.

17 CONFIDENTIALITY

All information supplied to the Supplier at any time is and remains the Company's property and must be returned on request and shall be regarded as confidential.

18 HAZARDOUS GOODS

18.1 The Supplier shall ensure that the Goods comply with the requirements of law and, to the extent that they contain toxic, corrosive or hazardous materials, the Supplier will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.

18.2 Goods supplied under the Contract, which are contaminated beyond use at the time of delivery, shall be regenerated or disposed of by the Supplier at the Supplier's expense. The title to and risk in the contaminated Goods will transfer to the Supplier at the time contamination is identified and notified to the Supplier.

19 COMPLIANCE

19.1 Anti-Bribery

19.1.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements, and will enforce them where appropriate; and
- (d) promptly report to Company any request or demand for any undue financial or other

advantage of any kind received by the Supplier in connection with the Services.

19.1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services under or 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, the relevant terms in clause 19.1.1. The 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. Any such breach shall be a material breach, and in the case of a breach of Conditions 19.1.1(a) or 19.1.1(b) shall be a material breach that is incapable of remedy.

19.1.3 For the purpose of this Condition 19.1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act). For the purposes of this Condition 19.1, a person associated with the Supplier includes any member of the Supplier group.

19.2 Modern Slavery

19.2.1 The Supplier undertakes, warrants and represents that:

(a) neither it nor any of its officers, employees, agents or subcontractors:

(i) has committed an offence under the Modern Slavery Act 2015 (an "MSA Offence"); or

(ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

(b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

(c) it shall notify Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under Condition 19.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

19.2.2 The Supplier shall take all reasonable steps necessary to ensure:

(a) its supply chain complies with the Modern Slavery Act 2015 and the modern slavery policy; and

(b) it has the right to audit the supply chain to ensure such compliance.

19.2.3 The Supplier shall prepare and deliver to Company no later than 28 February each year, an annual statement setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any part of its business or in any of its supply chains.

19.3 **Data Protection**

19.3.1 Each party shall comply with Data Protection Law as may be applicable from time to time to the shared personal data and the provisions of this Condition 19.3 shall not relieve the Supplier of its own responsibilities under Data Protection Law.

19.3.2 Company shall provide the shared personal data to the Supplier. The Supplier shall process shared personal data only for the agreed purpose. The Supplier shall not process shared personal data in a way that is incompatible with the agreed purpose.

19.3.3 Each party agrees that it shall:

(a) assess the level of security appropriate to the processing in the context of its obligations under Data Protection Law; and

(b) implement all such appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage to shared personal data.

19.3.4 The Supplier shall indemnify Company in full for any and all costs, losses, damages, expenses and liabilities suffered by Company as a result of the Supplier's failure to comply with the terms of this Condition 19.3 and/or any Data Protection Law.

19.4 **Material Breach**

Any breach of Conditions 19.1, 19.2, or 19.3 by the Supplier shall be deemed a material breach of the Contract that is not capable of remedy and shall entitle Company to terminate the Contract with immediate effect

20 **GENERAL**

20.1 A Purchase Order is personal to the Supplier and the Supplier shall not transfer, assign, charge, dispose of or deal in any manner or purport to

do the same with any of the Supplier's rights or beneficial interests.

20.2 The Supplier shall not sub-contract any of its obligations under the Contract without the Company's prior written agreement.

20.3 Any waiver by the Company of any breach is not a waiver of any subsequent breach.

20.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract is not a waiver of any of the Company's rights.

20.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

20.6 The Supplier shall at all times maintain adequate insurance cover with a reputable insurer against the Supplier's liability under the Contract and produce the policy and latest premium receipt to the Company on demand.

20.7 The Contract shall be subject to English law and to the exclusive jurisdiction of the English courts.

20.8 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

20.9 The use of the terms CIF, FOB, Ex WORKS etc in the Purchase Order shall be interpreted in accordance with INCOTERMS as modified.