

DOSCPSC08 - Purchasing Standard Conditions for Purchase of Freight Forwarding Services ('these Conditions')

DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -

'Carrier' means a person or persons who performs part or whole of the carriage of the Goods which expression shall include the Supplier and/or the Supplier's sub-contractor(s) where relevant;

'Client' means any company with whom the Company has contracted to provide services and for which the Services form an integral part;

'Company' means DeepOcean Subsea Cables Limited;

'Consignment Documentation' CIM Consignment Note, CMR Consignment Note, airway bill, bill of lading or any other document required by any applicable legislation evidencing the receipt of the Goods for carriage;

'CIM' means the Uniform Rules concerning the Contract for International Carriage of Goods by Rail- Appendix B to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 (and any subsequent amendments ratified in the United Kingdom);

'CIM Consignment Note' means the consignment note as defined in Articles 11-13 of CIM;

'CMR' means the Convention for International Carriage of Goods by Road (Geneva, 19 May 1956) (and any subsequent amendments ratified in the United Kingdom);

'CMR Consignment Note' means the consignment note as defined in Articles 4-6 of CMR;

'Consignee' means the person to whom the Goods are consigned;

'Contract Prices' means the prices to be paid to the Supplier for the supply of the Services in accordance with the provisions of the Contract;

'Contract' means each contract for the supply and purchase of the Services comprising the authorised Purchase Order, any other documents or parts thereof specified in the Purchase Order, the Request For Proposal and these Conditions;

'Convention' means CIM, CMR, Hague Visby or Warsaw Convention;

'Date of Delivery' means the intended date of delivery of the Goods agreed by the Company and the Supplier in accordance with clause 4;

'Date of Receipt' means the date of collection or receipt of the Goods by the Supplier agreed by the Company and the Supplier in accordance with clause 4;

'Destination' means the intended destination of the Goods agreed by the Company and the Supplier in accordance with clause 4;

'Goods' means the cargo to which any business under these Conditions relates which shall include goods, plant, machinery, equipment and parts thereof;

'Hague Visby' means the Hague Visby Rules as amended by the Brussels Protocol 1968 (and any subsequent amendments ratified in the United Kingdom);

'Incoterms' means the international rules for the interpretation of trade

terms of the International Chamber of Commerce as in force at the date when the Contract is made;

of Certain Rules for International Carriage by Air Montreal 1999 when fully ratified (and any subsequent amendments ratified in the United Kingdom).

‘Insurance Cost’ means the cost to the Supplier of effecting insurance at the Minimum Insurance Level;

‘Minimum Insurance Level’ means the minimum level of insurance which the Company may require the Supplier to effect pursuant to clause 19.2 as stated in the Contract;

‘Montreal Convention’ means the Convention for Unification of Certain Rules for International Carriage by Air Montreal 1999 (and any subsequent amendments ratified in the United Kingdom);

‘Owner’ means the owner of the Goods or Transport Unit and any other person who is or may become interested in them;

‘Purchase Order’ means the Company’s written instruction issued to the Supplier to supply the Services including any special conditions set out therein and incorporating these Conditions ;

‘Request Proposal’ for means the Company’s request to the Supplier for a proposal specifying the Services to be provided;

‘Services’ means the services described in the Contract;

‘Supplier’ means the person, firm or company which accepts the Company’s Purchase Order;

‘Transport Unit’ means packing case, pallet, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air; and

‘Warsaw Convention’ means the Warsaw Convention 1929 as amended at the Hague 1955, by Protocol No 4 of Montreal 1975 and the Convention for the Unification

2. BASIS OF PURCHASE

- 2.1. The Company’s authorised Purchase Order constitutes an offer to purchase 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 performance of any Services by or on behalf of the Supplier following the issue of the Company’s Purchase Order 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 terms and conditions subject to which the Supplier purports to accept the Company’s Purchase Order or which are given to the Company.
- 2.4. No terms or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement of Purchase Order or similar document will form part of the Contract.
- 2.5. If there is any conflict between Incoterms and the Contract, the terms of the Contract prevail.

3. VARIATIONS

- 3.1. The Company may from time to time by written notice to the Supplier propose to vary the Services specified in the Contract in any respect by giving written instructions to the Supplier. Within seven (7) days of the receipt of any such notice or such other period as the Company may request the Supplier shall advise the Company in writing of any effect upon the performance of the Services and/or any alteration of the Contract Prices and/or insurance arrangements or any other provisions including additional Supplier’s obligations which would result from the variation. The Company shall then either:
 - 3.1.1 confirm a variation in writing with such amendment to the Contract Prices and any other provisions including Supplier’s obligations as the parties have agreed; or
 - 3.1.2 withdraw the variation.

3.2. The Supplier shall not proceed with any variation until it has received written confirmation from the Company.

3.3. The Supplier shall not vary the Services except as directed in writing by the Company or as may be agreed with the Company in writing.

4. THE CONTRACT

4.1. The Supplier shall be responsible for the performance of the Services under the Contract. The description of the Services to be supplied by the Supplier shall be as specified in the Contract.

4.2. The Date of Receipt by the Supplier of the Goods shall be specified in the Contract or otherwise agreed between the parties. The Supplier shall be responsible for the collection of the Goods or the receipt of the Goods into its possession by the Date of Receipt (and the Supplier's failure to do so shall constitute a material breach for the purpose of clause 20.4).

4.3. The Date of Delivery by the Supplier of the Goods shall be as specified in the Contract or otherwise agreed between the parties. The Supplier shall be responsible for the delivery of the Goods by the Date of Delivery (and the Supplier's failure to do so shall constitute a material breach for the purpose of clause 20.4).

4.4. The Destination of the Goods shall be specified in the Contract or otherwise agreed between the parties.

5. PERFORMANCE OF THE SERVICES BY THE SUPPLIER

5.1. The Supplier warrants to the Company that the Services: -

5.1.1 will be performed with all reasonable skill and care expected of a reputable Supplier experienced in the types of services to be carried out under the Contract; and

5.1.2 will comply with all statutory requirements, applicable regulations and all Conventions relating to the performance of the Services.

5.2. The Supplier warrants to the Company:-

5.2.1 that it will fully and properly complete Consignment Documentation in accordance with the information provided in the Contract; and

5.2.2 that it will complete Consignment Documentation in accordance with the Conventions and/or applicable legislation.

5.3. If the Request for Proposal does not contain all the information required by the Supplier to complete any Consignment Documentation the Supplier shall be obliged to request such information from the Company prior to the Supplier performing any of the Services.

5.4. The Supplier shall provide all management, supervision, personnel, materials and equipment, (except materials and equipment specified to be provided by the Company), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

5.5. The Supplier shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Services.

5.6. Materials and equipment or parts thereof provided by the Supplier for which there is no detailed specification included in the Contract shall be of good quality and workmanship and fit for the intended purpose where the purpose is defined in the Contract or, where no such purpose is defined, fit for its ordinary purpose.

5.7. The Supplier shall make reasonable endeavours to ensure that it and its subcontractor(s) employ only such personnel who are careful, suitably skilled and experienced. The Company may direct the Supplier to, within five (5) days, cease to employ, under any Contract, any person employed by the Supplier or its subcontractor(s) who, in the reasonable opinion of the Company, misconducts himself/herself or is incompetent or negligent in the performance of their duties.

5.8. The Supplier shall be responsible for informing the Company of the progress of the carriage of the Goods and shall notify the Company of the arrival and/or delivery of the Goods at the Destination.

5.9. The Supplier shall be responsible for informing and reporting to the Company forthwith upon the occurrence of any event or circumstances which may immediately or in the future, impede the proper and timely execution of the Services so that remedial action, as is appropriate under the circumstances, can be taken.

- 5.10. The Supplier shall adhere to the specified obligations as may be set out in the Contract.
- 5.11. The Supplier warrants that where the Contract requires for the Goods to be packed by the Supplier, Goods will be properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, package, stowage, labelling and marking are appropriate to any operations affecting the Goods and the characteristics of the Goods.

6. COMPLIANCE WITH CONVENTIONS

- 6.1. Where the CMR applies the Supplier shall ensure that the value of the Goods as declared by the Company in writing is stated in the CMR Consignment note in accordance with Article 24 CMR.
- 6.2. Where the Warsaw Convention applies the Supplier shall ensure that at the time the Goods are handed over to the Carrier a written special declaration of interest in delivery at the Destination is made in accordance with Article 22 (2b). The value of this interest to be declared shall be the value of the Goods as declared by the Company in writing.
- 6.3. Where the CIM applies the Supplier shall ensure that a declaration of interest in delivery is made in the CIM Consignment Note in accordance with Article 46 CIM. The value of this interest to be declared shall be the value of the Goods as declared by the Company in writing.
- 6.4. Where the delivery of the Goods requires any carriage by sea:
- 6.4.1 the parties agree that Hague-Visby shall apply;
- 6.4.2 the Supplier shall ensure that a bill of lading is used and supplied to the Supplier as the 'shipper' in accordance with Article 3 Hague-Visby and that the bill of lading states that Hague-Visby shall apply;
- 6.4.3 the Supplier shall ensure that the value of the Goods as declared by the Company in writing is inserted in the bill of lading.
- 6.5. Where the Montreal Convention applies the Supplier shall ensure that at the time the Goods are handed over to the Carrier a written special declaration of interest in delivery at the Destination is made in accordance with Article 22(3). The value of this interest to be declared

shall be the value of the Goods as declared by the Company in writing.

In complying with sub-clauses 6.1- 6.5 above, if the Supplier is required to pay a surcharge to the Carrier it shall attempt to secure the consent of the Company as to the amount of the surcharge.

7. AGENCY AND SUB-CONTRACTING

- 7.1. The Supplier shall not be entitled to procure any of the Services as an agent.
- 7.2. The Supplier reserves to itself full liberty as to the means, route and procedure to be followed in the performance of the Services under any Contract.
- 7.3. The Supplier shall be entitled to perform the Services itself or, to sub-contract the whole or any part of such Services as may be necessary or desirable to fulfil the Company's instructions subject to clauses 7.7 and 7.8.
- 7.4. Where the Supplier sub-contracts the carriage of Goods to a Carrier, the Supplier shall ensure that each Carrier complies with the obligations expressed in the Contract which should be made applicable to such sub-contract(s).
- 7.5. The Supplier shall, on demand by the Company, provide evidence of any sub-contract which is to be entered into or which has been entered into by the Supplier.
- 7.6. In all and any dealings with HMRC for and on behalf of the Company and/or the Owner, the Supplier is deemed to be appointed, and acts as, representative of the Company acting in the name of and on behalf of the Company and/or the Owner.
- 7.7. The Supplier shall not be relieved of the responsibility under the Contract for such parts of the Services as are subcontracted and the Supplier shall be responsible and liable for the acts omissions or defaults of any subcontractor or their employees or servants, as fully as if they were the acts or defaults of the Supplier or the Supplier's employees or servants.
- 7.8. The Supplier shall ensure that any subcontract(s) entered into by the Supplier contains such provisions of these Conditions as should be made applicable to such subcontract(s).

8. PRICE

- 8.1. The Contract Prices shall be as stated in the Contract and, unless otherwise so stated, shall be exclusive of any applicable value added tax.
- 8.2. Save as provided for under clause 3.1, the Contract Prices shall be fixed.

9. PAYMENT AND TERMS OF PAYMENT

- 9.1. The Supplier shall submit an invoice at the end of each month for all Services provided under the Contract not previously invoiced. The Supplier's invoice shall quote the number of the Purchase Order and shall be submitted with supporting documentation. The Supplier's failure to ensure that an invoice with supporting documentation is received by the Company on or before the end of each month may delay the payment of such invoice.
- 9.2. Invoices must be submitted by the Supplier within three (3) months of the date of provision of the Services in question. Invoices submitted later than that date will be deemed invalid and not payable by the Company.
- 9.3. The Company shall effect payment of the Supplier's invoice inclusive of value added tax at the end of the second month following the month of receipt by the Company of a proper invoice or, if later, after acceptance of the Services in question.
- 9.4. Value added tax or other taxes relevant to the Services, as applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 9.5. Time of payment shall not be of the essence.
- 9.6. In the event that all or any part of an invoice is reasonably disputed, the Company shall, within 30 days of receipt, notify the Supplier of its reasons for disputing such invoice. The parties shall in good faith promptly exercise all due diligence in order to resolve the dispute. The Company shall make payment of all items other than disputed items.
- 9.7. Where the Supplier charters any vessel or ship and makes pre-payments for such services, then the Company commits to remit such payments to the Supplier as soon as possible following receipt of the Supplier's invoice. For such transactions the Supplier will provide an invoice clearly stating the charter details.

- 9.8. If the Company is overdue with any payment owing under a Contract (and the Company has not invoked clause 9.6) then the Company will be liable to pay interest on the overdue amount at the annual rate of 2% above the prevailing base rate of Barclays Bank from time to time from the date payment becomes due until full payment of the amount due together with accrued interest is received by the Supplier.

10. TAXES

- 10.1. The Contract Prices shall include all taxes, fees, duties and charges that may be imposed or levied in connection with the Services (excluding Value Added Tax).
- 10.2. Unless INCOTERMS outlined in the Purchase Order provide for the contrary, the Supplier shall be responsible for payment of all statutory taxes, fees and any other liabilities (including, but not limited to, income taxes, levies, duties, fees, charges, National Insurance contributions and other statutory payments) relating to the performance of the Services by the Supplier or its subcontractor(s) in respect of the Contract and which are the liabilities of the Supplier or the subcontractor(s).
- 10.3. The Supplier shall indemnify and hold the Company and its Clients harmless from and against any claims that may be made against the Company and/or its Clients in respect of all such taxes, fees and liabilities relating to the performance of the Services.

11. LIEN

The Supplier shall not have a general lien on any Goods or any document relating to the Goods in its possession, custody or control for any sums due at any time to the Supplier from the Company and/or the Owner and accordingly shall not have any right to sell, dispose or deal with such Goods or documents. The Supplier undertakes not to create or do any act, deed or thing which would result in the creation of any lien or encumbrance on the Goods and any other assets belonging to the Company, the Owner, the Company's Client or its sub-contractors and will not create or do any of the same before entering into any Contract. The Supplier shall indemnify and hold the Company harmless from all liens, claims and other encumbrances against the Goods or any property belonging to or in the possession of the Company on account of debts or claims alleged to be due from the Company to the Supplier.

12. CONFIDENTIALITY

- 12.1. Confidential information supplied by the Company to the Supplier at any time (or which becomes known to the Supplier through performance of the Services under any Contract) is and remains the Company's property and must be returned to the Company on request and shall be regarded as confidential and shall not be disclosed to any third party (except subcontractors accepting a like obligation of confidentiality and then only to the extent necessary for the performance of the Services under any Contract).
- 12.2. The Supplier shall not mention the Company's name in connection with the Contract or disclose the existence of any Contract in any publicity material or other similar communication to third parties without obtaining the Company's prior written consent in writing.
- 12.3. The obligations under this clause shall remain in force for a period of ten (10) years from the date of disclosure notwithstanding completion, cancellation or termination of a Contract.

13. PATENTS AND OTHER PROPRIETARY RIGHTS

- 13.1. Neither the Company nor the Supplier shall have the right of use, other than for the purposes of the Contract, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other party and the intellectual property rights in such shall remain with the party providing such patent, copyright, proprietary right or confidential know how, trademark or process.
- 13.2. The Supplier shall save, indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the Supplier under the Contract except where such infringement necessarily arises from the Company's instruction. However, the Supplier shall use its reasonable endeavours to identify any infringement in the Company's instructions of any patent or proprietary or protected right, and should the Supplier become aware of such infringement or possible infringement then the Supplier shall inform the Company immediately.

- 13.3. The Company shall save, indemnify, defend and hold harmless the Supplier from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Company under the Contract or the use by the Supplier of Goods supplied by the Company.

14. THE COMPANY'S WARRANTIES

- 14.1. The Company warrants that it is either the Owner or the authorised agent of the Owner or is in control of the Goods under a lease or hire agreement or is otherwise lawfully in control of the Goods.
- 14.2. The Company warrants: -
- 14.2.1 that the description and particulars of any Goods or information furnished, or Services required, by or on behalf of the Company is full and accurate; and
 - 14.2.2 that any Transport Unit and/or equipment supplied by the Company in relation to the performance of any of the Services requested is fit for purpose; and
 - 14.2.3 that where the Goods have been packed by the Company, the Goods will be properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations affecting the Goods and the characteristics of the Goods; and
 - 14.2.4 that where the Supplier receives the Goods from the Company already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the Destination of the Goods loaded therein, or thereon; and
 - 14.2.5 that where the Supplier provides the Transport Unit, on loading by the Company, the Transport Unit is in good condition, and is suitable for the carriage to the Destination of the Goods loaded therein, or thereon.

15. SUPPLIER'S RIGHTS AND OBLIGATIONS

15.1. The Supplier shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

15.2. Should the Company, Consignee or Owner of the Goods fail to take delivery at the Destination of the Goods on the Date of Delivery, the Supplier shall be entitled to store the Goods, or any part thereof, in a safe, secure and suitable location at the sole risk of the Company or Consignee or Owner provided that the Supplier immediately notifies the Company prior to such storage, to enable the Company to ensure that the necessary insurances are in place. All reasonable costs incurred by the Supplier as a result of the failure of the Company to take delivery shall be deemed as freight earned and such costs shall be paid by the Company.

15.3.

15.3.1 Should the Company, Consignee or Owner of the Goods fail to take delivery at the Destination of the Goods on or following the Date of Delivery and the Supplier is unable to obtain instructions from the Company, Consignee or Owner of the Goods (having made reasonable attempts to do so); or

15.3.2 Should the Supplier require further instructions from the Company, Consignee or Owner and the Supplier is unable to obtain instructions from the Company, Consignee or Owner of the Goods (having made reasonable attempts to do so)

the Supplier shall continue to make reasonable attempts to contact the Company, Consignee or Owner for instructions, but in the meantime shall store the Goods, or any part thereof, in a safe, secure and suitable location at the risk of the Company, Consignee or Owner. All reasonable costs incurred by the Supplier as a result of the failure of the Company to take delivery shall be deemed as freight earned and such costs shall be paid by the Company. For the avoidance of doubt, the Supplier shall not have any authority to sell or dispose of the Goods without first having obtained consent from the Company in writing.

15.4. Except under special arrangements previously made in writing by an officer of the Supplier so authorised, any instructions relating to the delivery or the release of the Goods in specified

circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Supplier, where the Supplier has to engage third parties to effect compliance with the instructions, only as agent for the Company.

15.5. Despite the acceptance by the Supplier of instructions in writing from the Company to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other person, on receipt of evidence of proper demand by the Supplier, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other person, the Company shall remain responsible for such freight, duties, charges, dues or other expenses.

15.6. Advice and information, in whatever form it may be given, is provided by the Supplier for the Company only.

15.7. The Company shall specify in the Contract if the Goods require special handling regarding carriage, handling, or security.

15.8. Except pursuant to instructions previously received in writing and accepted in writing by the Supplier, the Supplier will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Supplier, constitute a risk to other goods, property, life or health, the Supplier shall, where reasonably practicable, contact the Company in order to require the Company to remove or otherwise deal with the Goods, but reserves the right, in any event, to do so at the expense of the Company.

15.9. Where the Company delivers to the Supplier, or causes the Supplier to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Supplier or not, the Company shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Supplier against all penalties, claims, damages, costs and expenses arising in connection therewith, and the Goods may be dealt with in such manner as the Supplier, or any other person in whose custody they may be at any relevant time, shall think fit.

16. DELAY IN DELIVERY AND LOSS OF THE GOODS

- 16.1. Carriage of the Goods (or any part of them) shall be deemed to have been delayed if not delivered by the Date of Delivery.
- 16.2. Goods (or any part of them) shall be deemed to have been lost fourteen [14] days after the Date of Delivery unless otherwise provided for in the relevant Convention.

17. INDEMNITIES

- 17.1. Except as provided by clause 18, the Company shall save harmless and keep the Supplier indemnified from and against all liabilities, loss, damage, costs and expenses arising out of the Supplier acting in accordance with the Contract in performing the Services, or arising from any substantial breach by the Company of any warranty contained in these Conditions, or from the negligence of the Company.
- 17.2. Except as provided by clause 18, the Supplier shall save harmless and keep the Company indemnified from and against all liabilities, loss, damage, costs and expenses awarded against or incurred or paid by the Company as a result of or in connection with: -
- 17.2.1 any act or omission of the Supplier or Supplier's employees, servants or subcontractors in performing the Services, including delay in carrying out the Services, and any injury, loss or damage to persons or to any property caused or contributed to by the Supplier's negligence or the negligence of the Supplier's employees, agents or subcontractors (except to the extent that the injury loss or damages was caused by the negligent act or omission of the Company);
- and
- 17.2.2 breach of any warranty given by the Supplier in relation to the Services; and
- 17.2.3 any claim made against the Company in respect of any breach or alleged breach by the Company of any statutory provision, regulation, or other rule of law arising from the Supplier's acts or omissions or those of the Supplier's employees, servants or sub-contractors.

18. CONSEQUENTIAL LOSS

Neither the Supplier nor the Company shall be liable to the other for loss of profits, loss of business or any other indirect or consequential damages arising out of any Contract.

19. INSURANCE

- 19.1. The Company shall declare in the Request for Proposal or otherwise in writing the nature, value, area and weight of the Goods to be delivered and the Minimum Insurance Level required.
- 19.2. The Company will notify the Supplier in the Request for Proposal (or otherwise in writing) if it requires the Supplier to obtain insurance cover at the Minimum Insurance Level. If such notification is given by the Company clauses 19.4 to 19.7 shall be conditions of the Contract.
- 19.3. If the Supplier is not notified pursuant to clause 19.2 that it should obtain insurance at the Minimum Insurance Level clauses 19.4-19.9 shall not apply to the Contract and it is at the Supplier's discretion whether it obtains any additional insurance cover in consideration of any liabilities which it bears under the Contract. For the avoidance of doubt the Company shall not be responsible for any costs of additional insurance taken out at the discretion of the Supplier where the Company has not indicated that such insurance is required.
- 19.4. In the event that it is specified in the Request for Proposal (or otherwise in writing) that the Supplier must insure it is a condition of the Contract that the Supplier shall obtain 'all risks' insurance cover for the Goods at the Minimum Insurance Level.
- 19.5. The Supplier shall confirm the Insurance Cost to the Company in writing, which shall be borne by the Company.
- 19.6. From the Date of Receipt of the Goods until point of acceptance of the delivery of the Goods to the Company, Consignee or Owner, the Supplier shall have in place insurance at the Minimum Insurance Level to cover loss or damage to the Goods, or delay in delivery of the Goods in accordance with the provisions of clause 16.
- 19.7. Prior to the collection or receipt of the Goods the Supplier shall supply to the Company Certificates of Insurance evidencing cover with a reputable insurer at the Minimum Insurance Level. All such policies maintained or procured

shall note the interest of the Company and the Owner and shall contain a waiver of subrogation against the non-insuring party, the Company's Clients, the Supplier's Sub-Contractor(s) and their respective officers, directors and employees.

19.8. The Supplier shall supply such further documentary evidence that cover remains in place upon demand by the Company at any time during the time that such cover is required to be in place by virtue of 19.6 above.

19.9. If the Supplier is unwilling or unable to obtain insurance cover at the Minimum Insurance Level the Supplier must immediately notify the Company in writing to that effect.

19.10. The Supplier additionally undertakes to maintain or procures the provision of (at its own responsibility and expense) the following additional insurance cover in respect of its obligations hereunder:

19.10.1 Employer's liability and Worker's compensation insurance to comply with the relevant party's legal liability but in no event less than £5,000,000 for any one occurrence.

19.10.2 General Public Liability insurance in respect of the person and property of third parties with cover adequate to cover the liabilities under a Contract but in no event no less than £5,000,000 for any one occurrence; and

19.10.3 where applicable, protection and indemnity insurance, including wreck removal and Marine Hull Insurance.

19.11. Failure to effect adequate insurance cover in accordance with clause 19.10 shall be at the Supplier's liability and risk.

19.12. The Supplier shall be responsible for ensuring that any sub-contractor(s) observes and complies with clause 19.10.

20. TERMINATION

20.1. The Company shall be entitled to cancel any Contracts in respect of all or part only of the Services by giving notice to the Supplier at any time prior to performance of the Services without incurring any liability to the Supplier.

20.2. The Company shall be entitled to terminate any Contract forthwith by written notice to the

Supplier if the Company's Client terminates its contract with the Company.

20.3. The Company shall be entitled to terminate the Contract at any time during performance of the Services by giving not less than seven (7) days notice in writing to the Supplier.

20.4. 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:-

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

20.4.2 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 seven (7) days starting on the day after receipt of notice from the Company;

20.4.3 the Supplier commits more than one breach of any of its 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 fourteen (14) day period immediately after the service of the notice specified in clause 20.4.2;

20.4.4 the Supplier makes any voluntary arrangement with the Supplier's creditors or becomes subject to an administration order or goes into liquidation or bankruptcy or any encumbrancer takes possession or a receiver is appointed, of any of the Supplier's property or assets; or

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

20.5. In the event of termination of the Contract by the Company under clauses 20.3, the Supplier shall be entitled to recover all monies due for Services satisfactory completed at the time of such termination.

20.6. In the event of termination of the Contract by the Company under clause 20.2, the Supplier shall further be entitled to payment of the Supplier's direct and unavoidable committed costs reasonably incurred as a result of termination.

20.7. In the event of termination of the Contract for any reason, the Supplier shall return to the Company or destroy any confidential information submitted to the Supplier.

21. KEEPING OF RECORDS

21.1. The Supplier shall, upon demand by the Company, provide to the Company CIM and/or CMR Consignment Notes, air waybills, bills of lading and special declarations of interest in delivery not otherwise included in the aforementioned documents.

21.2. For all documentation relating to customs duties, import taxes and VAT or similar taxes, the Supplier shall send a copy of such tax documentation to the Company and shall keep and maintain such books, records and vouchers and accounts with respect to its billing of those items to the Company for a period of seven (7) years.

21.3. The Supplier shall obtain from its subcontractor(s) such supporting records and shall maintain such records for a period of seven (7) years. The Supplier shall afford the Company the right to review the said books, records, vouchers and accounts of all costs that are required to be kept, maintained and obtained pursuant to this clause.

22. HEALTH AND SAFETY

The Supplier shall at all times whilst carrying out the Services comply with and procure that the Supplier's employees, agents and subcontractors comply with all health and safety legislation and with all security and safety regulations and rules from time to time in force on the site at which the Services are being carried out.

23. FORCE MAJEURE

Neither party 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 its respective obligations if the delay or failure was beyond its reasonable control which shall include (but not be limited to) strike, lockout, stoppage or restraint of labour, the consequences of which either party is unable to avoid by the exercise of reasonable diligence.

24. QUALITY ASSURANCE

The Supplier has and shall continue to have in place an established, documented and

maintained quality assurance system which is based on, meets the requirements of, or is equivalent to the ISO9000 series of standards.

25. COMPLIANCE

25.1 Anti-Bribery

25.1.1 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.

25.1.2 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 25.1.1. 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 clauses 25.1.1(a) or 25.1.1(b) shall be a material breach that is incapable of remedy.

25.1.3 For the purpose of this clause 25.1, 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 clause 25.1, a person associated with the Supplier includes any member of the Supplier group.

25.2 Modern Slavery

25.2.1 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 clause 25.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier’s obligations.

25.2.2 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.

25.2.3 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.

25.3 Data Protection

25.3.1 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 clause 25.3 shall not relieve the Supplier of its own responsibilities under Data Protection Law.

25.3.2 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.

25.3.3 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.

25.3.4 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 clause 25.3 and/or any Data Protection Law.

25.4 Material Breach

Any breach of clauses 25.1, 25.2, or 25.3 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

26. GENERAL PROVISIONS

26.1. The Company has the right to assign the Contract.

26.2. The Supplier shall not transfer assign charge or dispose of the Contract in any manner without the consent of the Company, which consent shall not be unreasonably withheld.

26.3. Nothing in any Contract shall be construed as establishing the Supplier or any of the Supplier’s employees as the Company’s employee or as an employee of the Company’s Client. Nothing in any Contract shall create a partnership, agency or a joint venture between the Company and the Supplier.

26.4. The relationship between the Company and the Supplier shall not be deemed to be that of principal and agent. The Supplier shall not have the authority or power to act unilaterally as agent for the Company.

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

- 26.6. Any delay or failure by the Company in enforcing or partially enforcing any provision of any Contract is not a waiver of any of the Company's rights.
- 26.7. If any provision of these clauses 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.
- 26.8. Any notice to be given by either party to the other under these Conditions must be in writing addressed to that other party at its registered office or such other address as may have been notified for these purposes.
- 26.9. 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.
- 26.10. Each Contract shall be subject to English Law and each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim arising from or in connection with any Contract.