



GENERAL  
TERMS & CONDITIONS

1. DEFINITIONS..... 2

2. INTERPRETATION ..... 2

3. ORDER OF PRECEDENCE..... 2

4. INVALIDITY AND SEVERABILITY ..... 3

5. APPLICABLE TERMS ..... 3

6. DELIVERY ..... 3

7. ACCESS ..... 3

8. SUPPLIER’S OBLIGATIONS ..... 3

9. WARRANTY ..... 4

10. USE..... 4

11. PACKING ..... 4

12. DOCUMENTATION ..... 4

13. HAZARDOUS MATERIALS ..... 5

14. TITLE AND LIEN ..... 5

15. SPARES..... 5

16. ACCEPTANCE..... 5

17. PRICE PAYMENT..... 5

18. VARIATIONS ..... 6

19. PATENT/ DESIGN RIGHTS..... 6

20. INDEMNITY ARRANGEMENTS..... 6

21. PATENT INDEMNITY..... 7

22. CONSEQUENTIAL LOSS ..... 7

23. INSURANCE..... 8

24. CONFIDENTIALITY AND INTELLECTUAL PROPERTY ..... 8

25. FORCE MAJEURE..... 8

26. TRANSFER OF PURCHASE ORDER ..... 8

27. DISPUTE RESOLUTION ..... 8

28. SUSPENSION AND TERMINATION..... 9

29. HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE) AND ETHICS..... 10

30. LIMITATION OF LIABILITY..... 10

31. THIRD PARTIES..... 11

32. ENTIRE AGREEMENT ..... 11

33. COMPLIANCE WITH LAWS ..... 11

34. LAW AND LANGUAGE ..... 11

### 1. Definitions

- 1.1. "AFFILIATE" shall mean, any and all holding companies of that company and all direct or indirect subsidiaries of such holding companies and "holding company" and "subsidiary" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006.
- 1.2. "CLIENT" means MARSS client as defined in Part 2 - Special Conditions
- 1.3. "MARSS" shall mean the person, persons, firm or company named in the PURCHASE ORDER to purchase GOODS hereinafter defined and shall include MARSS legal personal representatives, successors and assigns.
- 1.4. "MARSS GROUP" shall mean MARSS, its AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the SUPPLIER GROUP. As the case may be MARSS Group shall include the CLIENT.
- 1.5. "SUPPLIER" shall mean the person, persons, firm or company named in the PURCHASE ORDER to supply GOODS hereinafter defined and shall include the SUPPLIER's legal personal representatives, successors and assigns.
- 1.6. "SUPPLIER GROUP" shall mean the SUPPLIER, its subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of MARSS GROUP.
- 1.7. "DELIVERY DATE" shall mean the date(s) upon which the GOODS shall be delivered as specified in Part 2.
- 1.8. "GOODS" shall mean the goods to be provided in accordance with this PURCHASE ORDER.
- 1.9. "PURCHASE ORDER" or "PO" shall mean the contract formed by the acceptance of this PURCHASE ORDER and shall incorporate these Purchase Order Terms and Conditions as may be amended by any special conditions referred to in this PURCHASE ORDER.

### 2. Interpretation

- 2.1. All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.
- 2.2. Nevertheless, if for any reason, it is considered necessary by MARSS to give an instruction to the SUPPLIER orally in the first instance, the SUPPLIER shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by MARSS without undue delay, it shall be deemed to be an instruction in writing by MARSS.
- 2.3. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 2.4. Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

### 3. Order of precedence

- 3.1. In the event that there is any ambiguity or inconsistency in or between the documents comprising this Agreement, the priority of the documents shall be determined in accordance with the following order of precedence:
  - Part 1 – The Purchase Order itself;

Part 2 – The Special Terms and Conditions;  
Part 3 – The General Terms and Conditions.

#### 4. Invalidity and Severability

4.1. If any provision of this PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. MARSS and the SUPPLIER agree to attempt 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.

#### 5. Applicable Terms

5.1. The SUPPLIER will sell the GOODS to MARSS, and MARSS will purchase the GOODS on the terms set out in the PURCHASE ORDER.

#### 6. Delivery

6.1. The SUPPLIER will deliver or make the GOODS available to MARSS at the place specified in the PURCHASE ORDER, on the DELIVERY DATE or DELIVERY DATES. The GOODS may not be delivered more than one week in advance of the time(s) specified without MARSS' prior written approval. MARSS shall have the right to request the delivery of the GOODS to be postponed. If as a direct result of such postponement, the SUPPLIER incurs additional storage costs, the SUPPLIER shall make a request for reimbursement as per Article 18 – *Variations*.

6.2. The SUPPLIER shall immediately notify MARSS in writing as soon as the SUPPLIER is aware of any delay to the schedule to DELIVERY, specifying the cause and probable duration of the delay, and the measures the SUPPLIER will implement at its cost in order to reduce the delay. The SUPPLIER shall take all reasonable steps to limit and mitigate against any delay.

6.3. If the SUPPLIER fails to deliver the GOODS in accordance with the DELIVERY DATE(S), the SUPPLIER shall be liable to MARSS for liquidated damages. The amount of such liquidated damages shall be as specified in the Part 2 of PURCHASE ORDER.

6.4. Notwithstanding MARSS's right to suspend and/or terminate the PURCHASE ORDER in accordance with the terms of this PURCHASE ORDER, the Parties confirm that any liquidated damages applied pursuant to PURCHASE ORDER are reasonable and proportionate to protect MARSS's legitimate interest in ensuring that the SUPPLIER meets its obligations under PURCHASE ORDER for timely Delivery of the GOODS.

6.5. The payment of any amount by the SUPPLIER or set-off of such amount by MARSS under this Article 6 – *Delivery* shall in no way relieve the SUPPLIER of any of its other obligations under the PO.

#### 7. Access

7.1. Subject to applicable Laws and regulations, the SUPPLIER will allow MARSS to expedite, inspect and test the GOODS during manufacture at the SUPPLIER's premises on reasonable prior notice. MARSS may be accompanied by members of the MARSS GROUP. Any expediting, inspection, testing or any failure to do so shall in no way relieve the SUPPLIER of its obligations as specified in the PURCHASE ORDER.

#### 8. SUPPLIER's obligations

8.1. The SUPPLIER shall supply the GOODS to MARSS in accordance with the PO.

8.2. The SUPPLIER shall meet the DELIVERY DATE(s) for the GOODS specified in the PO.

- 8.3. The SUPPLIER shall carry out all of its obligations under the PO and shall execute the WORK in accordance with the highest standards of skill, care, expertise and knowledge to be expected of a reputable and prudent SUPPLIER experienced in the supply of GOODS and services of the type to be supplied under the PO, in full compliance with all applicable legal requirements.
  - 8.4. Materials and equipment or parts thereof provided by the SUPPLIER for which there are no detailed specification included in the PO shall be new, of good quality and workmanship and fit for the purpose specified in the PO or, where no such purpose is specified, fit for their intended purpose.
  - 8.5. The SUPPLIER shall ensure that its personnel engaged in the work are fully competent, properly qualified, certified, trained, skilled and experienced and in sufficient numbers. The SUPPLIER may be required to provide personnel for support on site where the GOODS shall be temporarily or permanently installed. SUPPLIER shall provide such site support under the conditions listed in Part 2.
  - 8.6. The SUPPLIER will obtain any license, permit or authorization which is required in the country of shipment and/or of origin for implementation of the PO and comply with instructions from MARSS.
  - 8.7. The SUPPLIER shall at all times remain an independent contractor and neither it nor the SUPPLIER GROUP shall be deemed to be the personnel, agents or representatives of the MARSS GROUP.
9. Warranty
- 9.1. All material, components used in the manufacturing of the GOODS shall be new unless specified otherwise in Part 2.
  - 9.2. The GOODS and workmanship will comply with the Specifications, drawings and other document referenced in the PURCHASE ORDER and will be fit for their intended purpose and free from defects and complete without omissions.
  - 9.3. The SUPPLIER will repair, replace or rectify any of the GOODS (or any replacement) which are defective. In the case where a defect is identified after the GOODS have been installed or integrated on site, the SUPPLIER shall, whenever possible, perform the repair or rectification in situ, at its own costs. If such intervention is not feasible and if the equipment needs to be sent back to SUPPLIER's facility, MARSS will arrange and pay for transportation to such facility at its own costs. Upon completion of the repair or rectification, the SUPPLIER shall arrange and pay for the return of the GOODS to site.
  - 9.4. The repair and rectification time, whether in situ or at the SUPPLIER's facility shall not exceed the duration specified in Part 2.
  - 9.5. The SUPPLIER's warranty obligation shall cease after the period specified in Part 2.
10. Use
- 10.1. The SUPPLIER will not be liable for any loss or damage resulting from the failure of MARSS to use the GOODS in accordance with any specific operating conditions set out in the GOODS specifications or Operating Manuals.
11. Packing
- 11.1. The SUPPLIER will ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet MARSS's requirement as specified in the PURCHASE ORDER. Specific packing requirements, if applicable, are specified in Part 2.
12. Documentation
- 12.1. The SUPPLIER will provide to MARSS by the due date(s), all drawings, certificates or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.

12.2. The SUPPLIER shall be responsible for submitting the necessary documentation and coordinating the process leading to obtaining any export licenses. In doing so, SUPPLIER shall proceed expediently to ensure, export licenses are obtained in a timely manner.

### 13. Hazardous Materials

13.1. The SUPPLIER will ensure that the GOODS will comply with the requirements of all applicable law and, to the extent that they contain dangerous, 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.

### 14. Title and lien

14.1. Title and risk in the GOODS shall pass from the SUPPLIER to MARSS upon delivery or payment, whichever occurs first.

14.2. Transfer of title will be without prejudice to the PURCHASER's right to refuse or reject the GOODS in case of non-conformity or DEFECT.

14.3. The SUPPLIER, from the date of issue of the Purchase order, grants MARSS the non-exclusive and irrevocable world-wide right to use SUPPLIER documents and specifications for the life of the GOODS for the purposes of its operation and maintenance. Such right shall be non-transferable with the exception that MARSS may transfer such right to its AFFILIATES and/or the CLIENT.

14.4. Neither the SUPPLIER nor any other person shall have a lien on any GOODS, materials or things which have vested in MARSS under this Article 14 – *Title and Lien* for any sum due to them and the SUPPLIER shall take all such steps as may be reasonably necessary to ensure that the title of MARSS and the exclusion of any such lien, are brought to the notice of all sub-contractors and other persons dealing with any such Goods, materials or things.

### 15. Spares

15.1. The SUPPLIER shall give sufficient notice to MARSS of its intention to cease supply of GOODS, component parts or replacements, to enable MARSS to purchase such GOODS, component parts or replacements.

### 16. Acceptance

16.1. Acceptance shall be from successful completion of Site Acceptance Test.

### 17. Price Payment

17.1. MARSS will pay for the GOODS against the SUPPLIER's invoice in the amounts and at the times specified in Part 2.

17.2. The price which MARSS has agreed to pay for the GOODS is set out in the PURCHASE ORDER and is exclusive of VAT but includes all other taxes, duties or other charges as applicable.

17.3. No increase in the price may be made by the SUPPLIER without the prior written consent of MARSS in accordance with the terms and conditions of the PURCHASE ORDER. Price may only be changed per the provisions of Article 18 – *Variations*.

17.4. If MARSS disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, MARSS shall notify the SUPPLIER of the reasons and request the SUPPLIER to resubmit a corrected invoice. If the SUPPLIER maintains that the subject invoice is correct, the Parties shall discuss and agree a way forward pursuant to the terms of Article 27 – *Dispute Resolution*. Meanwhile, MARSS shall be obliged to pay the undisputed part of a disputed invoice.

17.5. On settlement of any dispute, the SUPPLIER shall submit an invoice for sums due and MARSS shall make the appropriate payment in accordance herewith.

### 18. Variations

18.1. MARSS may modify the PURCHASE ORDER in all or in part at any time prior to delivery of the Order by notice in writing. If such modification affects the price, delivery schedule or other aspects of the PO, the SUPPLIER shall inform MARSS within fifteen (15) calendar days of such notification of the change and make a written claim for an equitable adjustment within five (5) calendar days thereafter. Only in that event will an adjustment be made by MARSS to the price, delivery schedule and/or other aspects. This shall be the SUPPLIER's sole remedy in respect thereof.

18.2. Notwithstanding the foregoing, the SUPPLIER shall remain obligated to deliver the Goods under the PURCHASE ORDER, and to perform its obligations under this Agreement in a timely manner in accordance with Article 6 - *Delivery*.

### 19. Patent/ Design Rights

19.1. All designs, drawings and other technical information relating to the GOODS or services, including any software provided solely by the SUPPLIER under the PURCHASE ORDER, and the intellectual property rights therein made or acquired solely by the SUPPLIER prior to or during the preparation of the proposal or tender or in the course of work on the PURCHASE ORDER shall be and remain the SUPPLIER's property unless otherwise set out in the PURCHASE ORDER.

### 20. Indemnity Arrangements

20.1. The SUPPLIER shall be responsible for and shall save, indemnify, defend and hold harmless MARSS GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

20.1.1. loss of or damage to property of the SUPPLIER GROUP whether owned, hired, leased or otherwise provided by the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

20.1.2. personal injury including death or disease to any person employed by the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

20.1.3. subject to any other express provisions of the PURCHASE ORDER, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUPPLIER GROUP. For the purposes of this Article 20.1.3 "third party" shall mean any party, which is not a member of MARSS GROUP or the SUPPLIER GROUP.

20.2. MARSS shall be responsible for and shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

20.2.1. loss of or damage to property of MARSS GROUP whether:

- owned by MARSS GROUP, or
- leased or otherwise obtained under arrangements with financial institutions by MARSS GROUP

arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER, but excluding the GOODS prior to delivery; and

20.2.2. personal injury including death or disease to any person employed by MARSS GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

20.2.3. subject to any other express provisions of the PURCHASE ORDER, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of MARSS GROUP. For the purposes of this Article 20.2.3 "third party" shall mean any party which is not a member of the SUPPLIER GROUP or MARSS GROUP.

All exclusions and indemnities given under this Article 20 (save for those under Articles 20.1.3, 20.2.3) and Article 22 – *Consequential Loss* shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

20.3. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both parties shall co-operate fully in investigating the incident.

### 21. Patent Indemnity

21.1. The SUPPLIER shall save, indemnify, defend and hold harmless MARSS GROUP 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 SUPPLIER under the PURCHASE ORDER except where such infringement necessarily arises from the job specification and/ or MARSS's instructions.

21.2. However, the SUPPLIER shall use its reasonable endeavours to identify any infringement in the job specification and/ or MARSS'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 MARSS immediately.

21.3. MARSS shall save, indemnify, defend and hold harmless the SUPPLIER GROUP 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 MARSS under the CONTRACT or the use by the SUPPLIER of the job specification or materials or equipment supplied by MARSS.

### 22. Consequential Loss

22.1. For the purposes of this Article 22 the expression "Consequential Loss" shall mean:

22.1.1. consequential or indirect loss under English law; and

22.1.2. loss and/ or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), loss of savings or anticipated savings (if any) or loss of opportunity, in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable or in the contemplation to the parties at the date of the PURCHASE ORDER.

22.2. Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the PURCHASE ORDER, MARSS shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from MARSS GROUP's own Consequential Loss and the SUPPLIER shall save, indemnify, defend and hold harmless MARSS GROUP from the SUPPLIER GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non - performance of the PURCHASE ORDER.

22.3. The exclusions of liability and indemnity included herein shall not apply if and to the extent that the Consequential Loss is caused by the willful misconduct or gross negligence of the SUPPLIER GROUP.



### 23. Insurance

- 23.1. MARSS and the SUPPLIER shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the PURCHASE ORDER and at law.

### 24. Confidentiality and intellectual property

- 24.1. MARSS and the SUPPLIER shall keep the PURCHASE ORDER and any information, which either party learn about the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party.
- 24.2. All technical and commercial information and ideas which a Party (the "Disclosing Party") has supplied to the other (the "Receiving Party"), excluding public domain information or property in the Receiving Party's possession in tangible form before receiving such information from the Disclosing Party ("Confidential Information"), is proprietary to the Disclosing Party and disclosed to the Receiving Party in confidence for the limited purpose of executing the Purchase Order.
- 24.3. The Receiving Party shall not, without the Disclosing Party's prior written consent, disclose or make available such Confidential Information to any other person or use such Confidential Information, except for such limited purpose.

### 25. Force Majeure

- 25.1. Neither MARSS nor the SUPPLIER shall be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Article 25 – *Force Majeure* and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.
- 25.2. For the purposes of this PURCHASE ORDER, Force Majeure means any circumstance beyond the control of each party, only to the extent the circumstance is without the fault or negligence of that PARTY and which by the exercise of reasonable diligence that PARTY is unable to provide against, including without limitation:
- Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
  - Epidemics or pandemics;
  - Nuclear, Chemical or biological contamination or sonic booms;
  - Acts of God, earthquake, flood, fire, explosion and/ or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
  - 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 sub-contractors or its SUPPLIERS and which affect a substantial or essential portion of the GOODS;
  - Maritime or aviation disasters;
  - 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.

### 26. Transfer of PURCHASE ORDER

- 26.1. Neither MARSS nor the SUPPLIER shall at any time sub-contract or assign any part of their respective rights or obligations under this PURCHASE ORDER to any other person, without first obtaining the other party's prior consent which shall not unreasonably be withheld or delayed.

### 27. Dispute Resolution

- 27.1. If either party is dissatisfied with the performance of the other in relation to the GOODS or this

PURCHASE ORDER, the parties shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way.

27.2. If no agreement is reached the parties may attempt to settle the dispute by a form of Alternative Dispute Resolution to be agreed between the parties.

27.3. In the absence of any agreement being reached on a particular dispute either party may take appropriate action in the English Courts to resolve the dispute at any time.

### 28. Suspension and Termination

#### 28.1. Suspension

28.1.1. MARSS may at any time give written notice to the SUPPLIER to suspend or terminate the PO. Suspension shall not limit or waive the SUPPLIER's obligations and responsibilities under the PO.

28.1.2. If the suspension arises for the convenience of MARSS, the SUPPLIER may request for adjustment of the PO TOTAL PRICE and/or the SCHEDULE in accordance with Article 18 - *Variations*.

28.1.3. MARSS may at any time authorize resumption of all or any part of the suspended part of the work by giving notice to the SUPPLIER specifying the part of the work to be resumed and the effective date of the end of the suspension. Upon receipt of such notice, the SUPPLIER shall promptly resume any suspended work from the effective date of the end of the suspension.

28.1.4. In the event of termination following suspension, the SUPPLIER shall be entitled to payment for all part(s) of the WORK completed in conformity with the requirements of the PO.

#### 28.2. Termination

28.2.1. MARSS may at any time give written notice to the SUPPLIER to terminate the PURCHASE ORDER forthwith and in such event MARSS shall pay, and the SUPPLIER shall accept in settlement of all claims under the PURCHASE ORDER, such sums as shall reasonably compensate it for all work done and obligations assumed by it in performance of the PURCHASE ORDER prior to its termination and for all work reasonably done by the SUPPLIER in giving effect to such termination. The value of any material, payment for which has been made by MARSS, but which is left with, and can be put to use by, the SUPPLIER, shall be taken into account when calculating such losses but such sum shall in no event exceed the price set out in the PURCHASE ORDER unless otherwise previously agreed.

28.2.2. MARSS shall be entitled to terminate the PURCHASE ORDER without liability to the SUPPLIER by giving notice in writing to the SUPPLIER at any time if:

- the SUPPLIER makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the SUPPLIER; or
- the SUPPLIER ceases, or threatens to cease, to carry on business or is unable to pay its debts as and when they fall due; or
- MARSS reasonably apprehends that any of the events mentioned above is about to occur in relation to the SUPPLIER and notifies the SUPPLIER accordingly; or
- anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the SUPPLIER;
- an event of Force Majeure prevents the SUPPLIER from performing its obligations under this PURCHASE ORDER for any continuous period of thirty (30) days; or

- the SUPPLIER is in material breach of these terms and conditions.

- 28.2.3. Upon termination for any reason whatsoever all GOODS whether in finalised or in semi-processed state, work in progress and Specifications in which title has passed to MARSS or supplied by MARSS in connection with the Order shall be immediately transferred to MARSS at the SUPPLIER's risk and expense. MARSS (or its agents) at MARSS's sole option, may enter upon the premises of the Supplier where such items are stored to collect the same and the Supplier hereby grants MARSS an irrevocable license for MARSS or its agents to enter and do so.
- 28.2.4. The rights of termination shall be without prejudice to any other rights or remedies MARSS may have and MARSS's right to indemnification shall survive termination.

### 29. Health, Safety, Security and Environment (HSSE) and Ethics

- 29.1. The SUPPLIER shall undertake the work and execute the PO in strict compliance with local, national and international standards of HSSE.
- 29.2. The SUPPLIER is solely responsible for determining the nature and scope of the risks to the environment and to human health and safety associated with the work and SUPPLIER personnel in connection with the PO, at the worksite and at the MARSS GROUP's premises (if applicable). The SUPPLIER assumes all responsibility and liability for such risks and shall ensure that the SUPPLIER GROUP takes all necessary precautions to protect all persons and property from damage or injury in connection with the PO.
- 29.3. If the SUPPLIER GROUP works on the MARSS GROUP's premises, the SUPPLIER will inform itself about the applicable HSSE standards and ensure compliance with the same by the SUPPLIER GROUP.
- 29.4. The SUPPLIER shall uphold the highest standards of business ethics and human rights in the performance of the PO including but not limited to compliance with the Modern Slavery Act 2015 and the Bribery Act 2010.

### 30. Limitation of Liability

- 30.1. Notwithstanding anything to the contrary herein or elsewhere under the PO, the total aggregate liability of the SUPPLIER shall not in any event exceed 100% of the PO total price (as amended if applicable), which limit applies regardless of cause and shall apply to the terms and conditions of the PO and at law, provided however that the said limitation of liability shall never apply to:
- 30.1.1. any obligations, indemnities, warranties and liabilities under:
- Article 6 – Delivery;
  - Article 8 – SUPPLIER's obligations;
  - Article 14 – Title and liens;
  - Article 19 – Patent/Design rights;
  - Article 20 – Indemnity Arrangements;
  - Article 21 – Patent Indemnity
  - Article 22 – Consequential Loss;
  - Article 24 – Confidentiality and Intellectual Property;
  - Article 29 – Health, Safety, Security and Environment and Ethics;
  - Article 33 - Compliance with Laws
  - Article 34 – Law and Languages;
- 30.1.2. cost of purchasing and maintaining insurance in accordance with Article 23 - *Insurances* and any payment to which SUPPLIER may recover under its insurance policies shall not in any way limit, increase or modify SUPPLIER's liabilities and indemnities under the PO; and

- 30.1.3. liabilities arising from SUPPLIER GROUP's fraudulent misrepresentation with the intent to inflict injury and harm to persons or property or the willful misconduct of the senior management of the SUPPLIER GROUP.

All rights, powers and remedies provided hereunder are cumulative, and unless stated otherwise, are in addition to and not exclusive of rights, powers and remedies under general law.

### 31. Third Parties

- 31.1. Subject to any provisions and/or indemnities in the PO which provide to the contrary, the PARTIES intend that nothing in the PO shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on or be enforceable by anyone who is not a party to the PO.

### 32. Entire Agreement

- 32.1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

### 33. Compliance with Laws

- 33.1. The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, observe and comply with all applicable laws, codes, rules, regulations, consents, permissions, regulations, flag classification and verifications requirements and/or mandatory MARSS requirements related to the concession in force at any location where the work is being performed (including those having jurisdiction over the PARTIES or the work) or otherwise affecting the performance of the PO.

- 33.2. The SUPPLIER shall indemnify MARSS GROUP, regardless of cause, from and against any and all claims arising directly or indirectly from or in connection with the SUPPLIER GROUP's breach of this Article 33 - *Compliance With Law*), whether or not MARSS terminates the PO.

### 34. Law and Language

- 34.1. The PURCHASE ORDER shall be construed and take effect in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise, and subject to the provisions of Article 27 – *Dispute Resolution*, shall be subject to the exclusive jurisdiction of the English Courts.

- 34.2. The ruling language of the PURCHASE ORDER shall be the English Language.

*End of Part 3*