



# CSignum Limited Purchase Order Conditions

<p>17 <b>TAXATION</b></p> <p>17.1 Supplier shall pay all taxes, duties, levies, charges and contributions (including national insurance and social security benefits) assessed against it in connection with the delivery of Goods and/or Services and shall defend, indemnify and hold Customer Group harmless from and against any cause, proceeding, loss, liability or payment:</p> <p>(a) in respect of any such taxation, duties, levies, charges and contributions (including fines, penalties and interest) assessed on Supplier, its subcontractors, its or their employees, or on any other party connected with Supplier or;</p> <p>(b) which might have been required or assessable as aforesaid but for Customer having been first required to make such payment.</p> <p>17.2 If Customer receives a notice requiring it to pay taxes, levies, charges, or contributions of the types referred to in this Clause 17 and/or any interest or penalty thereon, on presentation of evidence of such liability Supplier shall within fourteen (14) Business Days or two Business Days before such liability is due (whichever is the later) pay Customer such sum or Customer shall be entitled to deduct such sums from any monies due, or which may become due, to Supplier.</p> <p>17.3 Upon request by Customer, Supplier will promptly supply to Customer such information as is necessary to enable Customer to comply with the lawful demands for such information by any government authority.</p> <p>17.4 The Supplier shall ensure that it and each member of the Supplier Group complies with any applicable laws in relation to tax evasion (including without limitation under the Criminal Finances Act 2017) and it has policies and procedures in place to ensure such compliance. The Supplier shall save, indemnify, defend and hold harmless Customer Group against all levies, charges, contributions and taxes of the type referred to in this Clause 17 and any interest or penalty thereon which may be assessed, by any appropriate government authority whether of the United Kingdom or elsewhere, on the Supplier Group in connection with any breach of such applicable laws and from all costs reasonably incurred in connection therewith.</p> <p>18 <b>AUDIT</b></p> <p>Customer reserves the right to audit all of Supplier's books of account and related documentation in respect of the Agreement for a period of six (6) years after completion and acceptance of the Services by Customer.</p> <p>19 <b>VARIATIONS</b></p> <p>Customer may at any time by written notice to Supplier require any variation to be made to the Services or Goods which, in either case, is within Supplier's capability. Supplier shall proceed with the variation notwithstanding that Agreement has not been reached as to any resultant price or schedule impacts. When such impacts are agreed, the variation shall be confirmed in writing.</p> <p>20. <b>ASSIGNMENT AND SUB-CONTRACTING</b></p> <p>20.1 This Agreement or any part of it or any benefit or interest in it or under it may be assigned by Customer to any of its Affiliates or Co-venturers without Supplier's consent.</p> <p>20.2 The performance of the Services may not be sub-contracted or assigned without Customer's prior written approval. Supplier shall be accountable for the acts and omissions or default of all of its Sub-contractors.</p> <p>21. <b>CONFIDENTIALITY</b></p> <p>All designs, drawings, specifications and data (in whatever form), and information concerning Customer's business, provided to Supplier by Customer or otherwise arising out of this Agreement, shall be treated as strictly confidential and shall not be disclosed by Supplier or its Subcontractors to any third party whatsoever. This obligation as to confidentiality shall remain in full force and effect notwithstanding Delivery of Goods or failure to Deliver the Goods and / or completion or earlier termination of the Services.</p> <p>22. <b>INDEMNITIES</b></p> <p>22.1 Customer shall be responsible for and shall defend, indemnify and hold Supplier Group harmless from and against any and all claims, demands, losses, damages or cost (including legal fees) expenses and liabilities in respect of:</p> <p>(i) personal injury to, including death or disease of any person employed by or engaged on behalf of the Customer Group arising from, relating to or in connection with the performance or non performance of this Agreement.</p> <p>(ii) loss of or damage to the property of the Customer Group which is located at the site(s) of performance of the Services arising from, relating to or in connection with the performance or non-performance of this Agreement;</p> <p>(iii) personal injury to including death or disease or damage to or loss of the property of any third party to the extent such injury, damage or loss is caused by the negligence or breach of duty (whether statutory or otherwise) of Customer Group. For the purpose of this Clause 22.1(iii) "third party" means any party which is not a member of the Customer Group or Supplier Group.</p> <p>22.2 Supplier shall be responsible for and shall defend, indemnify and hold Customer Group harmless from and against all claims, demands, losses, damages or costs (including legal fees) expenses and liabilities in respect of:</p> <p>(i) personal injury to, including death or disease of any person employed or engaged on behalf of the Supplier Group arising from, relating to or in connection with the performance or non-performance of this Agreement;</p> <p>(ii) 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 this Agreement;</p> <p>(iii) personal injury to including death or disease or damage to or loss of the property of any third party to the extent such injury, damage or loss is caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier Group. For the purpose of this Clause 22.2(iii) "third party" means any party which is not a member of the Customer Group or Supplier Group.</p> <p>22.3 Except as provided in Clauses 22.2(i), 22.2(ii) and 22.4, the Customer shall defend, indemnify and hold harmless the Supplier Group from and against any claim of whatsoever nature arising from pollution originating from the property of the Customer Group arising from, relating to or in connection with the performance or non-performance of this Agreement.</p> <p>22.4 Except as provided in Clauses 22.1(i), 22.1(ii) and 22.3, the Supplier shall defend, indemnify and hold harmless the Customer Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Supplier Group or originating from the property and equipment of the Supplier Group (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of this Agreement.</p> <p>22.5 All exclusions and indemnities given under this Clause 22 (save for those Clauses 22.1(iii) and 22.2(iii)) and Clause 24 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.</p> <p>23. <b>INSURANCE</b></p> <p>Supplier shall take out and maintain such policies of insurance as required by applicable United Kingdom laws and regulations including without limitation (i) employer's liability for the minimum required under statute in the United Kingdom including extended cover (where required) for offshore working, (ii) comprehensive general liability insurance with cover of not less than £5,000,000 per occurrence or series of occurrences. All policies of insurance shall contain provisions whereby insurers have no right, by subrogation or otherwise, to take any action or proceedings against any member of the Customer Group in relation to the matters provided for in the Agreement and Customer Group shall be named as an additional insured on all liability policies. Supplier shall furnish Customer with certificates of insurance endorsed in accordance with the foregoing. The Supplier shall procure that subcontractors are insured to appropriate levels as may be relevant to their work. If any policy is cancelled or materially changed in a manner which may affect the Customer's interest or if the Supplier fails to effect or maintain any policy which it is required by the Agreement to effect and maintain, the Customer may at its sole discretion effect and maintain any such insurance or additional insurance as the Customer shall consider necessary and recover the cost from the Supplier.</p> <p>24. <b>CONSEQUENTIAL LOSS</b></p> <p>Notwithstanding any other provision of the Agreement, each Party shall be responsible for and shall bear all Consequential Losses which it may incur by reason of or in connection with the Agreement, the Customer shall save, defend, indemnify, and hold harmless the Supplier Group from and against the Customer Group's own Consequential Loss and the Supplier shall save, defend, indemnify and hold harmless the Customer Group from and against the Supplier Group's own Consequential Loss relating to or in connection with the performance or non-performance of the Agreement.</p> <p>25. <b>STATUS OF CUSTOMER</b></p> <p>25.1 Customer enters into the Agreement for itself and as agent for and on behalf of its Affiliates and Co-venturers.</p> <p>25.2 For the purpose of all claims, causes of action, demands and proceedings arising out of or in connection with the Agreement:</p> <p>(a) Customer shall assume the entire rights, remedies, obligations, responsibilities and liabilities of itself, its Affiliates and Co-venturers; and</p> <p>(b) Supplier shall look only to Customer for the due performance of the obligations, responsibilities and liabilities assumed by Customer under this Agreement and nothing herein contained shall impose any liability upon the Affiliates or Co-venturers or entitle Customer to make or raise any action, claim or proceeding against any of the Affiliates or Co-venturers.</p> <p>(c) Customer is entitled to enforce this Agreement on behalf of its Affiliates and Co-venturers. For that purpose Customer may commence proceedings in its own name to enforce all obligations and liabilities of Supplier and to make any claim which any Affiliate or Co-venturers may have against Supplier.</p> <p>25.3 Supplier's status for the purposes of the Agreement shall be that of an independent Supplier, and as such, Supplier's employees and personnel shall be deemed not to be agents or employees of Customer.</p> <p>26. <b>GENERAL</b></p> <p>26.1 Any notice required or permitted to be given by either Party to the other under these terms and conditions shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice pursuant to this provision.</p> <p>26.2 No waiver by Customer of any breach of the terms and conditions of the Agreement by Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver shall be in writing.</p> <p>27. <b>FREE ISSUE OF COMPONENTS</b></p> <p>27.1 The Customer shall if required provide the Supplier with the Free Issued Items as described and set out along with their value in the Schedule attached to the Purchase Order.</p> <p>27.2 Upon taking delivery of the Free Issued Items the Supplier shall perform an inspection and review of their condition and the Supplier shall accept them or notify the Customer for any shortfall, defect, damage or breakdown within 7 days falling which the Free Issued Items shall be deemed accepted by the Supplier free from shortfalls, defects, damages or breakdowns.</p> <p>27.3 All Free Issued Items shall be entered in suitable registers of receipt and the Supplier shall take good care of the Free Issued Items and the Supplier shall take suitable measures of protection to prevent theft, loss, damage or deterioration. From delivery of the Free Issued Items the Supplier shall be liable for any and all loss, damage or deterioration thereof. Contractor shall at its care and expense secure and maintain the insurance coverage for the Free Issued Items.</p> <p>27.4 The Supplier shall indemnify the Customer against any loss, damage or deterioration in respect of the Free Issued Items whilst in its possession.</p> <p>27.5 Title and Ownership of the Free Issued Items remains with the Customer and the Suppliers rights in respect of the Free Issued Items extend only to a license in their favour in order to carry out the services.</p> <p>27.6 The Supplier shall return the Free Issued Items as soon as they are no longer required for the performance of the services. In all cases the Free Issued Items shall be returned in a good condition as and when provided and shall be delivered to the same place where they were received or any other place designated by the Customer.</p> <p>28. <b>THIRD PARTY RIGHTS</b></p> <p>Customer and Supplier under the Agreement agree to create directly enforceable rights for the members of Customer Group (other than Customer) in respect of the indemnities given under Clauses 12, 16, 17, 22 and 24 and the members of the Supplier Group (other than the Supplier) in respect of the indemnities in Clauses 22 and 24 in each case pursuant to the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided in Clauses 12, 16, 17, 22 and 24, no other directly enforceable third party rights shall be created pursuant to the Agreement and save as aforesaid, any third party rights are excluded to the fullest extent permitted by law. The provisions of the Agreement may be varied or amended and subject to the provisions of Clause 19, the Agreement may be assigned or novated and subject to the provisions of Clause 12, the Agreement may be rescinded without notice to or the consent of any member of Contractor Group (other than Contractor).</p>	<p>29 <b>GOVERNING LAW</b></p> <p>Unless agreed otherwise by the Parties in the Purchase Order, the Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be referred to arbitration conducted in accordance with the London Maritime Arbitrators Association ("LMAA") Terms current at the date of commencement of the arbitration proceedings and the reference shall be to three arbitrators. The language to be used in the arbitral proceedings shall be English.</p> <p>30 <b>BUSINESS ETHICS</b></p> <p>30.1 Both the Subcontractor and the Contractor shall uphold the highest standards of business ethics in the performance of this Agreement. Business shall be conducted legally, fairly, honestly and with integrity, these being the paramount principles in the dealings between the parties.</p> <p>30.2 As a priority, all Goods/ Services shall be performed in accordance with and compliant with all applicable local and international laws, relevant industry standards of practice concerning health and safety of the parties respective employees at the worksite and any other persons affected by the parties business activities and the protection of the environment.</p> <p>30.3 Neither party shall knowingly involve itself in any business in connection with, or use information arising from this Agreement, in any manner which conflicts with the interests of the other party.</p> <p>30.4 Both the Subcontractor and the Contractor agree that it and its respective Group shall act in a manner consistent with all laws concerning improper illegal payments, gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act 2010) and agrees not to pay, promise to pay or authorise the payment of any money or anything of value, directly or indirectly, to any person, entity, government body or government official for any illegal purpose, including without limit improperly inducing a decision or service in connection with the Goods/ Services, the Agreement, or any related business activity.</p> <p>30.5 The Subcontractor agrees to protect, defend, indemnify, release and hold harmless the Contractor Group from and against any and all loss, liability, claims, demands and causes of action of every kind and character, without limitation (including reasonable attorneys' fees and court costs), resulting from any breach of this Clause 30. Any such breach shall constitute a material breach of this Agreement, and Customer shall be entitled to terminate the Agreement under the provisions of Clause 12.2</p> <p>31 <b>DATA PROTECTION</b></p> <p>The Supplier shall and shall procure that all other members of the Supplier Group involved in the provision of Goods and/or Services shall comply with all notification requirements and other applicable obligations under the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC and all other legislation relating to the processing of personal data and privacy (together the "Data Protection Legislation", which arise in connection with the Agreement. The terms Personal Data and Data Processor shall be as defined in the Data Protection Legislation. Notwithstanding the generality of the foregoing, where the Supplier Group is processing Personal Data as a Data Processor for the Customer or any member of the Customer Group, the Supplier shall ensure that it and all relevant members of the Supplier Group have in place appropriate technical, organisational and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data) and shall: (a) promptly provide the Customer with full co-operation and assistance and such Personal Data as the Customer may require to comply with any and all data access request(s) within the relevant timescales set out in the Data Protection Legislation or to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation and/or this Clause 30; (b) promptly notify the Customer of any breach of the security measures required to be put in place pursuant to the Data Protection Legislation; (c) ensure that no member of the Supplier Group knowingly, recklessly or negligently does or omits to do anything which places any member of the Customer Group in breach of its obligations under the Data Protection Legislation; and (d) not subcontract processing of Personal Data to any person or transfer or process Personal Data outside the European Economic Area without the express prior written consent of the Customer.</p> <p>32 <b>MODERN SLAVERY</b></p> <p>In performing its obligations under the Agreement, the Supplier shall, and shall ensure each member of the Supplier Group shall comply with all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.</p>
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