

BW Group Short Form
Terms and Conditions for
Goods and/or Services





1 DEFINITIONS

“Affiliate” means any entity who directly or indirectly controls, is under common control with or is controlled by the party in question; “Agreement” means the Order entered into by and between Company and Supplier, and shall include these terms and conditions, any attachments, appendices, schedules, correspondence and documents as the parties may expressly identify in writing and agree as forming part of the Agreement; “Company” means the company acting as the buyer of Goods and/or Services as specified in the Agreement; “Control” means the right to exercise fifty percent (50%) or more of the voting rights of an entity; “Delivery Date” means the date or dates specified in the Agreement by which the Goods are to be delivered or the Services are to be performed; “Goods” means any goods to be provided by Supplier under the Agreement; “Group” means either Company or Supplier and their respective Affiliates, sub-contractors of any tier (except members of the other party’s Group) and the employees, servants or agents of the aforementioned (and which in respect of Company shall include Affiliates of BW Fleet Management AS BW LPG Pte Ltd, BW Epic Kosan Maritime Pte Ltd and Hafnia Pools Pte Ltd (as the context dictates)); “Order” means the work order, service order or purchase order issued by Company to Supplier; “Price” means the total price payable to Supplier under the Agreement as calculated in an Order; “Services” means any services to be provided by Supplier under the Agreement; “Supplier” means the supplier, contractor or vendor as defined in the Agreement; “VAT” means value added tax, sales tax, good and services tax or any other similar tax whatsoever; “Vessel” means Company owned and/or operated vessel (whether a floating storage and regasification unit, LNG carrier, LPG carrier, product carrier or other type of vessel) where the Goods will be installed or utilised or where the Services will be performed or which the Services will be performed in respect to; “Work” means all work, including Services and/or supply of Goods, which Supplier shall perform or provide or cause to be performed or provided in connection with fulfilment of the Agreement.

2 SUPPLIER’S OBLIGATIONS AND PERFORMANCE

- 2.1 Supplier agrees to perform the Work and represents and warrants that it has the necessary expertise, capability, skill, know-how and resources to perform the Work in accordance with the Agreement. Supplier shall comply with all applicable laws, regulations and standards applicable to the Work and any Vessel including all applicable rules, regulations and instructions of the classification society and Flag State of the Vessel, any applicable industrial relations and environmental obligations in connection with fulfilment of the Agreement. Supplier shall further comply with the quality assurance and health, safety, environmental obligations as notified by Company from time to time in addition to those customary in the industry and all applicable safety and health laws, rules and regulations of governmental agencies having jurisdiction in the country where the Work is performed. Supplier shall, at its own cost, obtain and maintain any and all registrations, permits, consents, authorisations, approvals and/or licenses necessary to perform the Work (and shall evidence the same to Company upon request).
- 2.2 Supplier shall perform the Work with that degree of skill, care, diligence, and good judgement normally exercised by recognised professional firms performing work of a similar nature. The Work shall in all respects meet the specifications of the Agreement and shall in addition be in accordance with best industry practices and of high quality, incorporating first class workmanship as well as being fit for its intended purpose.
- 2.3 Supplier shall search for errors, omissions and inconsistencies in Company’s documentation and deliveries and shall notify Company without undue delay if such are identified. In case Supplier fails to give Company such notice, Supplier shall compensate Company for any direct loss Company suffers due to such failure. Supplier shall promptly provide to Company such reasonable documentation and information as Company requests in respect of the planning, schedule, and progress of the Work.
- 2.4 Company shall be entitled to perform inspections and tests at Supplier’s and any sub-contractor’s premises as they deem necessary to ensure that the Work is performed in accordance with the Agreement and Company shall be granted access to such premises. Supplier shall provide all assistance necessary in this respect.
- 2.5 Supplier shall ensure that Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition including ensuring that any packaging materials (including

wooden packing material such as pallets) used for shipments to Company comply with all applicable statutory and regulatory requirements.

3 COMPLETION, DELIVERY AND TITLE

- 3.1 In the case of Services, when Supplier considers the Work as completed, Supplier shall notify Company in writing whereupon Company shall in writing either accept the Services as completed or reject the Services in which case Supplier must promptly re-perform the defective or incomplete parts of the Services failing which Company may appoint third parties to re-perform at Supplier’s cost.
- 3.2 In the case of Goods, delivery of all or any part of the Goods shall not take place until the Goods have passed any acceptance tests or inspections as specified in the Agreement or as otherwise notified by Company to Supplier and Company has accepted the Goods as completed. Unless otherwise agreed, the delivery terms shall be CPT (Carriage Paid To) INCOTERMS® 2020 and at the point of delivery shall be as stated in the Order. If Company does not accept the Goods as being delivered in accordance with the Agreement, Supplier shall promptly correct all defects, failing which Company may employ third parties to rectify the defects and/or to deliver substitute Goods at Supplier’s cost.
- 3.3 If the Goods or any part thereof are not ready for delivery on the Delivery Date(s) stated in the Agreement, Company may require such Goods to be delivered with deficiencies. In such case Supplier shall remedy such deficiencies at time and place advised by Company and Company shall only pay the Price in respect to such deficiencies once they have been remedied.
- 3.4 Title to Goods shall pass to Company progressively upon delivery in whole or in part or when paid for in whole or in part by Company (whichever occurs first). From such time as title to the Goods passes to Company, Supplier shall ensure that the Goods are free from liens and other encumbrances and that the Goods are marked and identified as Company’s property.

4 PRICE, INVOICING, PAYMENT AND AUDITS

- 4.1 The Price is firm and not subject to currency fluctuation or escalation or any revision. The Price shall be fully inclusive of all costs, expenses, fees, adequate packaging, inspections, tests, delivery certificates and (unless otherwise expressly agreed) insurance and carriage of Goods.
- 4.2 All invoices shall be in English, addressed to Company and include all necessary references to the Goods and/or Services provided and Company’s references including Company’s name, contact person and department, Order details, place of delivery, quantity, and description of the Goods and/or Services (in the same sequence as in the Order). With regards to taxes, each invoice shall show (i) the governing VAT rate applicable to the charges being invoiced; (ii) the VAT registration number of Supplier; and (iii) the VAT registration amount of Company.
- 4.3 Company only accepts the use of electronic invoicing and PDF invoices. All invoices must be sent by email to the email address advised by Company from time to time.
- 4.4 If Supplier is to supply Work over a period of time, in the absence of an agreed payment schedule, Supplier shall submit its invoices to Company on a monthly basis set out in the Agreement. Payment shall be made no later than thirty (30) days from the date of receipt of an invoice prepared correctly with supporting documents and in accordance with Company’s instructions. Company is entitled to withhold disputed parts of the invoice. Accrued liquidated damages may be set-off against outstanding invoices.
- 4.5 If the Work involves Supplier providing a combination of Goods and Services, Supplier is required to separate the pricing of the Goods and Services in its invoices to enable Company to treat each charge appropriately for tax purposes. Company may also request that Supplier submits a separate VAT invoice.
- 4.6 Supplier shall submit a final invoice in a timely manner after Company has accepted the Work as completed. The final invoice shall include all claims to be made by Supplier pursuant to the Agreement, and any claims presented after the final invoice is no longer payable by Company. In the event the final invoice is not submitted within six (6) months after Company has accepted the Work as complete, Vendor agrees to apply a discount of twenty percent (20%) to the final invoice.
- 4.7 Supplier shall cooperate fully with Company and their representatives in the carrying out of any audit required by Company in order to assess Supplier’s compliance with the Agreement including audit of documents concerning reimbursable elements of the Work and review



of Supplier's books and records, anti-corruption procedures and verification of the ownership structure of Supplier. Company's audit rights shall continue for a period of up to two (2) years after the Work in question was invoiced to Company or three (3) years after the effective date of termination of this Agreement.

5 VARIATIONS

- 5.1 Within the scope of what the parties could reasonably have expected at the time the Agreement was entered into, Company may instruct variations with regard to the quality, quantity, character, design and/or nature of the Work, as well as changes to the completion and/or delivery time of the Work (a "Variation"). The Variation will be formalised in writing by Company's issuance of a Variation order, and Supplier, upon receipt of such Variation order, shall proceed as instructed regardless of whether an adjustment to the Price and/or the Delivery Date resulting from or necessitated by the Variation order have been agreed or determined. If Supplier believes a Variation is required Company shall be notified in writing without undue delay (and in any event within fourteen (14) days of the relevant Work instruction) failing which Supplier may no longer claim that there is a Variation. Supplier shall carry out the instruction irrespective of whether Company agrees that there is a Variation.
- 5.2 Compensation for Variation work shall be in accordance with the prices, norms, and rates (including rebates or discounts) contained in the Agreement, or otherwise in accordance with the original price level of the Agreement. If the parties disagree as to the amount to be added to or deducted from the Price or to any change in the Delivery Date or schedule due to a Variation, or to whether an instruction constitutes a Variation, then Company's proposal shall be temporary binding and Supplier shall immediately implement the Variation and comply with the Variation order on such basis. Supplier may refer the matter to arbitration pursuant to Clause 21.6 to be finally decided. If Supplier fails to refer the matter to arbitration within sixty (60) days from the date when Company's proposal was made temporary binding, then Supplier shall be deemed to have accepted Company's proposal and such proposal shall be final and binding.

6 GUARANTEE LIABILITY

- 6.1 Supplier guarantees that the Work will be fit for purpose and comply with and carried out in accordance with all requirements of the Agreement and that any engineering performed will be fit for its intended purpose. Supplier further guarantees that all materials and equipment used in the Goods are new and of merchantable quality and free from defects. All Supplier supplied materials and manufactured articles shall meet the design life and performance criteria required of them in this Agreement.
- 6.2 The guarantee period for Goods expires twenty-four (24) months after the Goods are taken into use for their intended purpose, but not later than thirty (30) months after their respective delivery. If Supplier has performed rectification work during the guarantee period, a new guarantee period shall apply for the rectified parts from the date of completion of the rectification work until the longer of twelve (12) months from the date of completion of the rectification work or thirty (30) months from delivery. The guarantee period for Services expires twelve (12) months after Company has accepted the Services as completed. The same time limit applies in respect of defect rectification work, calculated from the time the rectification work was completed.
- 6.3 Supplier is liable for any defects, errors, or inconsistencies in the Work, including errors or inconsistencies in documents submitted to Company as part of the Work, and Supplier shall rectify (at Supplier's own cost, risk and expense) without undue delay, but in any event no later than fourteen (14) calendar days, after receiving written notice from Company to do so. If Supplier fails to remedy the defect within such period, then Company is entitled to remedy the defect or employ a third party to do so at Supplier's risk, cost and expense, or reduce the Price accordingly. The same shall apply if awaiting Supplier's remedy will cause substantial inconvenience to Company.

7 ASBESTOS / HAZARDOUS MATERIALS

- 7.1 Supplier represents and warrants that neither Goods supplied in connection with this Agreement nor materials or equipment used in, or in connection with, the performance of the Services under this Agreement shall in any way include or contain: (i) any asbestos, asbestos products, asbestos fibres or asbestos dust; (ii) any Hazardous Materials regulated in HKC table A nor EU SRR Annex 1; or (iii) (unless Supplier has notified Company in writing in advance of the Order being

created or the Agreement being entered into, as applicable) any Hazardous Materials (other than those listed in (ii) above).

- 7.2 If the Goods contain any Hazardous Materials, within seven (7) day of the Order being created or the Agreement being entered into (as applicable), Supplier shall provide to Company all the information required by the relevant provisions of EU SRR, HKC, European Maritime Safety Agency "Best Practice Guidance document on the Inventory of Hazardous Materials" and applicable IMO guidelines on Hazardous Materials, and the Supplier hereby warrants that such information provided shall be complete and accurate in all respects. Supplier shall indemnify and hold Company Group harmless from and against any claim, liability, expense, costs, penalty whatsoever caused by or arising out of Supplier's (or any member of its Group's) failure to ensure that such information is complete and accurate in all respects.
- 7.3 For the purposes of this Clause 7, "EU SRR" means the EU Ship Recycling Regulation; "Hazardous Material" means any material or substance which is liable to create hazards to human health and/or the environment); "HKC" means the Hong Kong Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

8 DELAY

- 8.1 Supplier's failure to deliver the Goods and/or to perform the Services in accordance with the specifications in this Agreement on the Delivery Date shall constitute a delay. Supplier shall only be entitled to an extension to the Delivery Date(s) in the event of Variations or if the Work has been delayed due to Force Majeure or due to acts or omissions of Company or its Affiliates and always provided Supplier has notified Company in writing of the need for an extension without undue delay from the time of occurrence of the delaying event. The extension shall equal the net delays caused by the Variation, Force Majeure (although never exceeding the length of the Force Majeure period) or Company or its Affiliates' acts or omissions.
- 8.2 Unless otherwise agreed or specified in the Order, liquidated damages shall be payable at a rate of one percent (1%) of the Price per each calendar day by which the Work or any part thereof is delayed. Supplier's cumulative liability for liquidated damages shall not exceed twenty five percent (25%) of the Price payable to Supplier under the Agreement. Supplier acknowledges and agrees that the payment of the amounts contemplated in this Clause 8.2 are in proportion to the legitimate interests of the parties, having regard to the nature of the obligations that are to be performed under this Agreement, and are not exorbitant or unconscionable. Supplier shall pay such liquidated damages without any proof of loss.

9 SUSPENSION AND TERMINATION

- 9.1 If the delay in delivery is such that Company is entitled to maximum liquidated damages under Clause 8.2 Company may by notice in writing to Supplier terminate the Agreement in respect of such part of the Work as cannot, in consequence of Supplier's failure to deliver, be used as intended by Company. If Company terminates the Agreement, it shall be entitled, in addition to the maximum liquidated damages, to claim compensation for the loss it has suffered because of Supplier's delay and to retain any other rights which it may have at law.
- 9.2 Company may temporarily suspend the Work or parts thereof by written notification to Supplier. During the suspension period Supplier is entitled to compensation for documented and necessary expenses in connection with demobilisation and mobilisation of Supplier Personnel and for protecting and maintaining the Work until the suspension period ends, except if the suspension is due to Supplier's default in which case no compensation is payable to Supplier whatsoever.
- 9.3 Company shall have the right at any time to completely or partially terminate the Agreement for convenience. In the event of such termination for convenience Supplier shall cease all Works while Company shall pay the unpaid balance due to Supplier for that part of the Work already performed in addition to Supplier's other expenses directly attributable to an orderly close out of the Agreement however always subject to Supplier's obligation to use best endeavours to mitigate the costs arising out of Company's termination for convenience.
- 9.4 In addition to any other right of termination which follows from other provisions in the Agreement or law, Company is entitled to completely or partially terminate the Agreement with immediate effect if any of the following events or circumstances should occur: (a) Supplier is unable to pay its debts as they fall due or becomes insolvent or Supplier is declared bankrupt or is subjected to chapter 11 proceedings or similar



proceedings, or (b) failure by Supplier to comply in any material respect with the HSE requirements under this Agreement, or (c) Supplier's material breach of the Agreement, or (d) when Company is entitled to, or when it is evident that Company will become entitled to, maximum liquidated damages.

- 9.5 If the Agreement is terminated, Company may require the Work, including any corresponding documentation, to be delivered in its existing condition at the time of termination against payment of a proportional share of the Price corresponding to the state of completeness of the Work. Company shall furthermore be entitled to replace Supplier and to take over from Supplier rights, equipment, materials, and other items necessary for completion of the Work by third parties.

10 FORCE MAJEURE

- 10.1 A party shall not be considered to be in breach of the Agreement to the extent it is proven that such party was unable to fulfil its contractual obligation due to an event of Force Majeure. The parties shall cover their own costs resulting from Force Majeure. A party wishing to invoke Force Majeure must notify the other party immediately thereof, if not it will lose the right to claim that Force Majeure has occurred.
- 10.2 The affected party must use reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure and resume performance of its obligations as quickly as possible.
- 10.3 Company is entitled to terminate the Agreement if the event of Force Majeure continues, or it is obvious that it will continue, for more than sixty (60) days. In the event of such termination Company's sole liability towards Supplier shall be the payment of the unpaid balance due to Supplier for that part of the Work already performed. Company may require the Work, including any corresponding rights and documentation, to be delivered to Company in its existing condition at the time of termination for completion by third parties.
- 10.4 For the purposes of this Clause 10: "**COVID-19**" means the coronavirus disease 2019 caused by the SARS-CoV-2 virus and its variants; "**COVID-19 Event**" means an outbreak of COVID-19 or legally binding government precautions, directives or moratoriums (such as quarantine, isolation, lockdowns and related public health measures) made to reduce the spread of COVID-19 nationally or internationally, which has an actual impact on the performance of the Work including by reason of: (a) requirement on Supplier Group or Company Group to quarantine or isolate personnel, equipment or materials; (b) international, national or local lockdown of Supplier Personnel or Company personnel; (c) inability to import, export or transport necessary personnel, equipment or materials; and (d) shut down of facilities that can perform the Work; and "**Force Majeure**" means any of the following events provided it is beyond the control of the party affected and provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Agreement and could not reasonably have avoided it or overcome its consequences: War (including civil war), riots, invasion, acts of terrorism, civil disturbance, piracy, sabotage or embargoes, contamination by radioactivity from any nuclear fuel or from any nuclear waste, acts of God, fire, explosion, epidemic (which shall not include any COVID-19 Event) or earthquake, hurricane or other similar natural physical disaster, any strikes or industrial disputes at a national, regional or local level other than a strike or industrial dispute of the personnel of Supplier, or maritime or aviation disasters. Notwithstanding the above, any event involving a previous or existing condition at or before the date of this Agreement (including a COVID-19 Event) shall not, at any time, constitute Force Majeure

11 CONFIDENTIALITY / SECRECY

- 11.1 Subject to what is otherwise strictly required by mandatory laws and regulations or stock exchange requirements, neither party shall at any time without the prior written consent of the other party disclose to any third party any Confidential Information belonging to the other party nor use such Confidential Information for any purpose except for the performance of this Agreement. For the purposes of this Clause 11, "**Confidential Information**" means logs, data, designs, drawings, reports, records, and information pertaining to the performance under this Agreement, inventions and all terms and conditions of this Agreement (including the existence and contents of this Agreement). Supplier shall return to Company all Confidential Information upon completion of the Work or termination of the Agreement, whichever is earlier.

12 DATA PROTECTION

- 12.1 For the purpose of this Clause 12 (where applicable): "**Agreed Purposes**": Personal data should only be collected where necessary for the purpose of complying with this Agreement; "**Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures**": as set out in the Data Protection Legislation in force at the time; "**Data Discloser**": a party that discloses Shared Personal Data to the other party; "**Data Protection Legislation**": all applicable laws relating to data protection and privacy legislation in force from time to time in the United Kingdom including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy; "**Permitted Recipients**": the parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement; "**Shared Personal Data**": the personal data to be shared between the parties as data controllers under Clause 12.2. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: (a) information necessary for the purpose of this Agreement; (b) personal data relating to Supplier Personnel; and (c) personal data relating to Company, its Affiliates and (if the context permits) Company Group personnel or associated personnel.
- 12.2 Each party acknowledges that one party (the Data Discloser) may disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 12.3 Each party shall, when acting as controller (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; (b) give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees; (c) process the Shared Personal Data only for the Agreed Purposes; (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients; (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality); (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; (g) not transfer any personal data received from the Data Discloser outside the European Economic Area unless the transferor: (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and (ii) ensures that: (A) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (B) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (C) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 12.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

13 INDEMNITIES

- 13.1 Supplier shall indemnify and hold harmless Company Group against all liabilities, actions, claims, damages, demands, judgments, costs, charges and expenses arising from or incurred by reason of (a) any claim brought against Company, its directors, officers, servants or agents by any of Supplier Group, their insurers or personal representatives in respect of the negligence of any of Company Group and/or due to the unseaworthiness of any Vessel for death, personal injury, illness and/or damage to property; (b) any infringement of any patents, registered trademarks or any other intellectual property rights caused by the use or sale of the Goods or Services; (c) any claim made against Company by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by Supplier Group; and (d) any claim made against Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods or Services, to the extent that the defect in the Goods or Services is attributable to the acts or omissions of Supplier Group.



- 13.2 Notwithstanding any other provisions to the contrary in the Agreement (save and except to the extent of any agreed liquidated and ascertained damages or any predetermined compensation), neither party shall be liable, one against the other for (a) any consequential, indirect, incidental or special damages, or (b) any exemplary or punitive damages, or (c) loss of profit or anticipated profit, earnings, use or production (in each case whether direct, consequential or indirect), regardless of cause (including negligence) or default on any part and whether foreseeable or not at the time of entering into the Agreement. For the purposes of this Clause 13.2, third party claims included within Clause 13.1 constitute direct losses.
- 13.3 If required by Company, Supplier's personnel shall sign a visitor's pass before being allowed on to Company premises, which includes any Vessel, real property owned or leased by or on behalf of Company and premises where space is taken.
- 14 INSURANCE**
- 14.1 Supplier shall maintain throughout the duration of the Work: insurance with reputable and creditworthy insurance companies adapted to Supplier's operations and the nature of the Work (including in respect of any of Supplier's personnel or sub-contractors carrying out the Work), adequately covering: (i) Supplier's obligations and liabilities under the Agreement; (ii) under all applicable laws and regulations; and (iii) in accordance with good industry practice, including as a minimum: all-risk insurances, liability insurances and workmen's compensation and employers' liability insurances. If required by notice in writing by Company, Supplier shall ensure that Company shall be named as an additional insured in such insurance policies and that Supplier's insurers waive their right of subrogation and other rights of recourse against Company (or, if required by Company, against Company Group). Whenever requested by Company, Supplier shall provide an insurance certificate documenting that such condition is fulfilled.
- 14.2 Supplier's breach of its obligations under this Clause 14 entitles Company inter alia to take out the necessary insurance at Supplier's costs.
- 15 INTELLECTUAL PROPERTY**
- 15.1 Unless otherwise agreed, any documentation, data, design information or other materials supplied by Company to Supplier as well as the results of the Work as and when it is performed are and remain the sole property of Company. All reports, drawings, specifications, and similar documents, including computer program(s), that are prepared in connection with the Work, constitute part of the results of the Work.
- 15.2 Company and its Affiliates (and Company Group, if the context permits) are granted an irrevocable, worldwide, royalty free and non-exclusive right to the use of those rights which are necessary for the completion, use, operation, maintenance, repair, modification, and inspection of the results of the Work, or of the product or Goods to which the Work is related and/or to the extent necessary for the purposes for which the Goods were procured. The same right shall apply in respect of any future owner(s) or operators of the Vessel on which the Work is utilized or installed in case the Vessel is sold or is operated and/or maintained by a person other than a Company Affiliate.
- 15.3 Company shall be entitled to disclose Supplier's intellectual property rights (or any part thereof) to their Affiliates, any co-venturer, and the professional advisors and contractors of any of the foregoing to the extent necessary for the purposes of Agreement (and to Company Group, if required by Company).
- 16 CYBERSECURITY**
- 16.1 Supplier represents and warrants that: (a) the Product shall, throughout the Relevant Period, be free from any vulnerabilities and/or defects that exposes the Product to the risk of a Cyber Security Incident; and (b) Supplier and its Affiliates shall (and shall cause any third party (of any tier) to) implement and maintain Cyber Security Measures that are designed to protect the Digital Environment from Cyber Security Incidents throughout the Relevant Period.
- 16.2 During the Relevant Period, Supplier shall (and shall procure that its Affiliates and any third party providing services on its behalf in connection with the Agreement): (a) have in place reasonably appropriate procedures that allow it to respond efficiently and effectively to a Cyber Security Incident; (b) regularly review its Cyber Security Measures to verify: (i) that they comply with the Cyber Security Standards; and (ii) their application in practice; and (c) maintain records evidencing (a) and (b).
- 16.3 Each party shall notify the other in advance of any maintenance, software updates or hardware and equipment installations to be undertaken by them that might reasonably be expected to affect the Digital Environment.
- 16.4 Company shall be entitled to review the Cyber Security Measures maintained by Supplier in respect of the Product, including any on-premises inspections and evaluations. Company shall notify Supplier in writing at least seven (7) days prior to the start of such a review.
- 16.5 If, at any time, Supplier becomes aware of a Cyber Security Incident which affects or is reasonably likely to affect the Product, it shall (a) immediately notify Company by phone and email; (b) immediately use best endeavours to mitigate and/or resolve the Cyber Security Incident; and (c) provide any information, including all access logs, that may assist Company in mitigating and/or preventing any effects of the Cyber Security Incident, as such information becomes available.
- 16.6 Clauses 16.1, 16.2 and 16.5 shall survive termination of this Agreement.
- 16.7 For the purposes of this Clause 16: "Cyber Security Incident" means the loss or unauthorised destruction, alteration, disclosure, access to or control of all or part of the Digital Environment; "Cyber Security Measures" means technologies, procedures, policies, controls, cyber risk management programs and trainings that are in line with Cyber Security Standards; "Cyber Security Standards" means codes, guidelines (from regulatory and advisory bodies, whether mandatory or not), international and national standards relating to security of network and information systems and security breach and incident reporting requirements, all as amended or updated from time to time; "Digital Environment" means the operational or information technology systems, networks, any internet-enabled applications, devices and/or data contained within such systems and networks and any other related digital system; "Product" means the Goods and the accompanying Digital Environment; "Relevant Period" means that period beginning on and from the date of the Agreement and ending on the latest of the: (i) termination of the Agreement; (ii) expiry of any warranties provided in respect of the Product; or (iii) period contained in any additional service and/or maintenance agreement(s) executed between the Parties in relation to the Product.
- 17 TAXES**
- 17.1 The Price contained in the Agreement is deemed inclusive of all taxes, duties, costs, and other charges of Supplier, save for VAT, resulting from the performance of the Agreement.
- 17.2 Company expects that most Goods and Services provided to it will be exempted from, zero rated, or outside the scope of, VAT. Supplier agrees to inform Company in advance before issuing any invoice subject to VAT, and to provide Company with an opportunity to confirm whether any such invoice should in fact be subject to such tax. To the extent that the parties agree that VAT is applicable to any invoice, Supplier shall ensure that any invoice issued shows the applicable tax and any other information needed to enable Company to claim a refund or input credit for such tax.
- 17.3 Supplier shall, and shall procure that its sub-contractors shall, in respect of this Agreement be responsible for (a) the payment of all and any tax imposed by a tax authority for which Supplier or any member of Supplier Group is liable, (b) making all appropriate deductions on account of tax arising in connection with payments made to or by Supplier or any member of Supplier Group, (c) compliance with any applicable customs and import and export/re-export regulations, and (d) ensuring that the obligations imposed by this provision are incorporated, mutatis mutandis, into its subcontracts in respect of the Work.
- 17.4 In the event that applicable laws require Company to make any deduction or withholding from any sums due to Supplier for or on account of any taxes, levies, assessments or charges of any governmental authorities, save for VAT, then Company may deduct or set off such deduction or withholding with any payment due to Supplier under this Agreement.
- 17.5 Supplier shall indemnify and hold Company harmless from and against any claim, liability, expense, costs, penalty caused by or arising out of Supplier's (or any member of its Group's) failure to comply with applicable tax laws and regulations and any applicable customs, import and export laws and regulations.



18 BUSINESS ETHICS, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING

- 18.1 In connection with the performance of this Agreement, the parties shall each comply at all times with all applicable anti-corruption and anti-money laundering legislation (“AC Legislation”) and have procedures in place that are, to the best of the applicable party’s knowledge and belief, designed to prevent the commission of any offence under the AC Legislation by any member of its organisation or by any person providing services for it or on its behalf. If either party fails to comply with any AC Legislation in connection with the performance of this Agreement, that party shall defend and indemnify the other party against any fine, penalty, liability, loss, or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
- 18.2 Without prejudice to any of its other rights under this Agreement, either party may terminate this Agreement without incurring any liability to the other party if (a) at any time the other party or any member of its organisation has committed a breach of any AC Legislation in connection with this Agreement; and (b) such breach causes the non-breaching party to be in breach of any AC Legislation. Any such right to terminate must be exercised without undue delay.
- 18.3 Each party represents and warrants that in connection with the negotiation of this Agreement neither it nor any member of its organisation has committed any breach of applicable AC Legislation. Breach of this Clause 18.3 shall entitle the other party to terminate the Agreement without incurring any liability to the other.
- 18.4 By entering into the Agreement, Supplier undertakes that shall (and shall procure that its Group shall) adhere to the principles and requirements of the [BW Group Code of Conduct for suppliers](#).

19 DESIGNATED ENTITIES

- 19.1 Each party represents and warrants to the other that they are not and shall not be throughout the performance of the Work, subject to any applicable sanction, prohibition or restriction of the United Nations, United States, United Kingdom, European Union, or Singapore (“Sanctions”). Supplier further represents and warrants that any representatives, agents, sub-contractors, suppliers, or employees connected to the performance of the Work shall not be subject to any applicable Sanctions.
- 19.2 If a party is in breach of Clause 19.1, the other party may terminate the Agreement by written notice with immediate effect. Any termination pursuant to this Clause 19.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the terminating party.

20 LABOUR RIGHTS AND MODERN SLAVERY

- 20.1 Supplier represents and warrants that the terms and conditions of any employees are in compliance with: (a) the International Labour Organisation Core Conventions on Rights at Work; and (b) the Maritime Labour Convention (MLC) (2006). Where there is a difference between either or both of (a) and/or (b), and a legal requirement or collective agreement, Supplier represents and warrants that it shall apply the provision which affords greater protection to workers, without violating domestic law or the collective agreement.

21 VARIOUS

- 21.1 Company may freely assign or novate, wholly or in part, its rights and obligations under the Agreement to its Affiliates, or to any other party subject to Supplier’s prior approval (not to be unreasonably withheld or delayed). Supplier shall not assign, novate or sub-contract its rights and obligations pursuant to the Agreement without Company’s written consent.
- 21.2 Unless expressly specified, a person who is not a party to this Agreement shall have no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any of its terms.
- 21.3 This Agreement shall become a binding agreement of Company and Supplier upon Supplier signing and returning an acceptance copy of this Agreement or upon Supplier commencing performance of the Work, whichever occurs first.
- 21.4 This Agreement embodies all the terms and conditions agreed upon between Company and Supplier as to the subject matter of this Agreement and supersedes and terminates in all respects all previous agreements and undertakings between Company and Supplier with respect to the subject matter hereof whether such be written or oral. No terms and conditions introduced, offered, relied on, referred to or

contained in any document by Supplier, whether in negotiations or at any stage in the dealings between the parties, shall form part of the Order or the Agreement or shall have any force or effect unless expressly agreed to in writing by Company and incorporated herein.

- 21.5 If any provision of this Agreement is unenforceable under applicable law, the unenforceable provision shall automatically be amended to conform to that which is enforceable under applicable law. In any event, the validity or enforceability of any provision shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such provision had not been included.
- 21.6 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (“SCMA Rules”) for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this Clause 21.6.
- 21.7 Where the parties have agreed terms and conditions in respect of a Framework Agreement between them or their respective Affiliates, those terms and conditions will be deemed incorporated in the Agreement and will replace any other terms and conditions issued by Company in respect of an Agreement, as necessary.