SEA Terms & Conditions of Purchase Rev 1 June 2025

1. DEFINITIONS

In these Conditions, the following expressions have the following meanings;

Business Day - Any day other than Saturday or Sunday or a public holiday in England when banks in London are open for business. Core normal working hours on a business day Monday – Thursday 09:30 – 15:00.

Certificate of Conformity (C of C) - The requirements for C of C are set out in the Company's Quality Assurance Procedure – available upon request.

Company - Systems Engineering & Assessment Ltd.

Conditions - these terms and conditions relating to the Goods and/or Services to be supplied, as amended from time to time.

Confidential Information - All technical, financial, or commercial information or trade secrets in any medium including (without limitation) specifications, processes, plans, pricing structures, price lists, drawings, design rights, samples, models, equipment, computer software and know-how which are of a confidential nature and have been disclosed to or obtained by one party from another; and any information or data obtained by examination, testing or analysis of any hardware, software or material substance.

Contract - The contract between the Company and the Supplier for the supply of Goods and/or Services made up of these Conditions, the Order and any documents specified within those documents.

Deliverables - All documents, products and materials in any form or medium developed by the Supplier or its agents, contractors or employees to be supplied as a deliverable in relation to the Services.

Delivery Date – the delivery date for Goods and/or Services stated in the Order.

Force Majeure Event - Any act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, hostility, national strike, terrorism or fire at the Company's or the Supplier's premises, or any other event that is unforeseeable, cannot be prevented and is beyond the reasonable control of the affected party.

Goods - all Goods and articles, whether raw material or finished products, covered by the Order.

Hazardous Materials - Any material, substance or organism which, alone or in combination with others, is capable of causing harm to the environment or to human senses or property, including radioactive substances and material containing asbestos.

Intellectual Property Rights - Patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order - Purchase Order under which Goods are to be supplied and/or Services performed.

Party or Parties - the Company and/or the Supplier.

Services - all work and/or Services to be performed by the Supplier, including without limitation any deliverables pursuant and in accordance with the Order and any supporting documentation specified within the Order (see section 3 below).

Specifications - Any written specification for the Goods and/or Services including plans, drawings or other information relating to the definition of the requirements as specified in the Order and any supporting documentation specified within the Order that the Supplier is required to meet.

Supplier - the person, company or organisation stated on the face of the Order.

Work Site - The locations identified where the Services may be performed including offshore installations, floating construction equipment, vessels, design offices, workshops, any of the Company's premises and those places where equipment materials and supplies are being stored by the Supplier to be used in performance of the Order.

2. GENERAL CONDITIONS

2.1 Authority The Company shall not be liable for any Order, Order amendment or instructions to proceed, unless and until authorised or confirmed on the Company's emailed Order or Order amendment.

2.2 Application These Conditions will apply to the Contract for the sale of Goods and/or Services by the Supplier to the Company, to the exclusion of all other terms and conditions.

2.3 Amendments No amendment, variation or waiver of the Conditions will be effective unless agreed in writing by the Company.

2.4 Anti Bribery The Company has policies and procedures in place to comply with the Bribery Act 2010 and through acceptance of the Contract the Supplier hereby confirms that it and its supply chain are compliant with the requirements of the Act and that appropriate procedures are in place. Further details may be found at anti-bribery-corruption-policy-march-2024.pdf

2.5 Anti-Slavery The Company has policies and procedures in place to comply with the Modern Day Slavery Act 2015 and through acceptance of the Contract the Supplier hereby confirms that it and its supply chain are compliant with the requirements of the Act and that it has appropriate procedures in place. Further details may be found at anti-slavery-policy-september-2020-update-final.pdf

2.6 Assignment The Supplier may not assign, transfer, mortgage or charge any of its rights or obligations under the Contract without the prior written approval of the Company. The Company may assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written approval of the Supplier.

2.7 Commencement These Conditions are the only conditions upon which the Company is prepared to deal with the Supplier, and they shall govern all orders for Goods and/or the Supply of Services (as the case may be) to the entire exclusion of all other terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or confirmation of order, specification or similar document will form part of the Contract and the Supplier hereby waives irrevocably any right which it otherwise might have to rely on such terms and conditions.

The Order constitutes an offer by the Company to purchase the Goods and/or Services from the Supplier in accordance with these Conditions.

The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing written acceptance of the Order; or

(b) the Supplier carrying out any act consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

2.8 Confidentiality

2.8.1 The Supplier shall keep in strict confidence all documents, information, drawings, design, data, processes and all other materials which are of a confidential nature and have been disclosed to the Supplier by the Company. All of the above shall not, without the prior written consent of the Company, be disclosed to any third party and shall be used solely for the purpose of the Order.

The Supplier shall not disclose any interest of any kind arising as a result of the Order by way of advertisement, publicity or purposes of trade without the prior written consent of the Company. The Supplier shall restrict disclosure of such confidential material to such of its employees, consultants, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations to the Company and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the Supplier.

Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 2.8; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

This condition continues to apply for a period of five (5) years following delivery of the Goods and/or Services. Without prejudice to any other rights or remedies that the Company may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 2.8 by the Supplier. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this clause 2.8.

2.8.2 Where drawings or other data is issued by the Company, the Supplier shall exercise proper custody and control and return/dispose of such issued drawings or other data in accordance with the Company's instructions.

2.9 Conflict If there is an inconsistency or conflict between any of the provisions of the Contract the following order of precedence shall prevail:

- the Order;
- Special Terms;
- General Conditions and Definitions;
- Conditions for the Purchase of Goods and/or Conditions for the Purchase of Services (Clauses 3 and 4 of these Conditions); and
- any other documents expressly referred to in the Order.

2.10 Conformance to Specifications Without limitation, all Goods and/or Services provided by the Supplier shall conform as to quantity, quality and description with the particulars and/or specification identified on the face of the Order and must comply with the UK Conformity Assessed (UKCA) and/or CE Marking Directive 93/68/EEC dated 22nd July 1993 where applicable. Where CE Marking Directive 93/68/EEC dated 22nd July 1993 is applicable relevant supporting documents (Declaration of Conformity etc.) shall be supplied with the Goods. Unless specifically agreed otherwise all materials to be supplied under the Order shall be of new condition. Where samples or patterns are provided by the Supplier and such samples or patterns are approved by the Company then the Goods and/or Services provided by the Supplier shall not be inferior in any respect to the said samples and patterns.

Suppliers must:

(a) Notify the Company when any products processes or services are found to be nonconforming.

(b) Obtain approval from the Company prior to nonconforming product, process or service disposition.

(c) Notify the Company of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain Company approval.

(d) Flow down to the supply chain the applicable requirements including customer requirements.

2.10.1 The supplier shall comply with the Supplier Quality Assurance Requirements (SQARs) at all times. To ensure that the customer and regulatory requirements of our critical products are met. All suppliers must review SEA SQARs to ensure that they are compliant to the requirements, as part of the quotations and contract award processes. Further details may be found at Supplier Quality Assurance Requirements

2.11 COSHH/REACH Where any items are supplied, that are classified as dangerous, under Dangerous Substances Directive 67/548/EEC or Dangerous Preparations Directive 1999/45/EC a Safety Data Sheet shall be provided by the supplier. Further details may be found at http://www.hse.gov.uk/reach/resources/reachsds.pdf

2.12 Deliverables To be supplied by the Supplier shall be in the quantities and formats specified in the Order with no minimum purchase obligation.

2.13 Defective Materials/Workmanship

2.13.1 Where the Company rejects Goods or Services in accordance with clause 3.1.1, the Supplier will, at the Company's request remedy, repair or replace any defective Goods and/or Services free of charge. Following the rejection period, the Warranty in clause 3.8 shall apply.

2.14 Dispute Resolution If a dispute arises in connection with the Contract then the Parties will use their best endeavours to resolve the dispute between themselves.

If the dispute is not resolved within 10 Business Days of the Parties using their best endeavours to resolve the dispute, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution **(CEDR)** Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve an Alternative Dispute Resolution **(ADR)** notice in writing to the other Party in the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than fourteen (14) days after the date of the ADR notice. The commencement of mediation shall not prevent the Parties commencing or continuing proceedings.

2.15 Document Storage Notwithstanding any copyright or other restrictive markings relating to any document, items or other media provided by the Supplier, and without prejudice to any other rights of the Company relating thereto, the Company shall have the right to copy any such document, item or media, in any format, as may be reasonably required for the Company's own internal purposes in connection with use under any document/information storage/retrieval system.

2.16 Export Compliance The Supplier represents and warrants that it shall comply with all applicable import and export control laws and regulations (including, if applicable, US export control laws and regulations) and shall provide all information about the Goods and/or Services, including where relevant information regarding constituent parts thereof, that may be necessary for the Company's compliance with all import or export control laws and regulations. The Supplier shall notify the Company of any goods, data, technology, software or technical assistance (as relevant) controlled under US International Traffic in Arms Regulations (**ITAR**) and/or the Export Administration Regulations (**EAR**), by providing:

(a) a description of material;

(b) the part number/reference number;

(c) the US Munitions List Category/Commercial Control List Category.

2.17 Force Majeure Neither Party shall be in breach of the Contract nor liable for delay or failure resulting from a Force Majeure Event. In such circumstances the affected Party shall give prompt notice to the other with details of the Force Majeure Event, the mitigation measures taken and the anticipated delay. If the period of delay or non-performance continues for more than thirty (30) Business Days, the Party not affected may terminate the Contract with immediate effect by written notice.

2.17.1 Epidemics and Pandemics Supplier will make best efforts to make delivery of supplies during an epidemic, including payment for expedited freight costs to meet order delivery commitments.

2.17.2 Prior to the delivery of supplies, SEA may cancel orders for reasons attributable to the outbreak of any epidemic. SEA cannot be held liable, and supplier shall not be entitled to any damages or indemnifications resulting from an epidemic.

2.18 Governing Laws, Applicable Laws & Jurisdiction

2.18.1 The Supplier shall comply with all applicable laws, statutes, regulations, subordinate legislation, bye-laws, common law and other nation, international, federal, European Union, state and local laws, judgments, decisions and injunctions of any court of tribunal, code of practice and guidance notes that are legally binding and in force as at the date of the Contract which applies to the provision of the Goods and/or Services (as applicable) and/or a party's obligations hereunder and as may be amended, modified, extended, varied, superseded, replaced, substituted or consolidated from time to time.

2.18.2 Each Party irrevocably agrees that the courts of England and Wales will govern this Contract. The courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) if the dispute resolution clause 2.14 has been followed and was unsuccessful.

2.19 Government And Other Special Conditions Where any Governmental or other special condition is incorporated by reference on the face of the Order such Governmental or special condition shall have full force and effect as if written within these terms and conditions of purchase.

2.20 Health and Safety

2.20.1 The Supplier shall promptly notify the Company of any health and safety hazards which may arise in relation to the provision of the Services and/or the delivery of Goods.

The Supplier shall inform all its employees, agents or subcontractors of all known health and safety hazards at the Work Sites and shall instruct those persons in relation to any necessary safety measures to be employed.

2.20.2 The Supplier shall notify the Company immediately in the event of any incident occurring in the performance of the Services and/or the delivery of Goods at the Work Sites and/or delivery address where that incident causes any personal injury or damage to any property which could give rise to personal injury.

2.20.3 The Supplier shall (and shall procure that all its employees, agents or subcontractors) take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other applicable law relating to health and safety which may apply in relation to performance of the Services, the delivery of Goods and Product Safety requirements.

Any safety precautions required for the handling or transportation of the material covered by the Order are to be clearly indicated on each consignment.

2.20.4 Supplier shall have in place, regularly review and will comply with, a contingency, business continuity and disaster recovery plan that is designed to minimise any interruption or disruption to the supply of goods and or services to customers in accordance with Good Industry Practice.

2.20.5 Real Living Wage. The Purchaser is an accredited Living Wage Employer, and the Supplier represents and warrants to the Purchaser that any relevant persons that it engages to deliver the Supplies will be paid in accordance with the Real Living Wage in place from time to time.

2.20.6 Any personal data will be stored in line with UK GDPR law. SEA's privacy policy can be found here Cohort PLC Privacy Policy amended Dec 2020

2.21 Indemnities and Liabilities

2.21.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

(b) fraud or fraudulent misrepresentation.

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

2.21.2 Subject to clause 2.21.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Contract.

2.21.3 Subject to clause 2.21.1 and 2.21.2, the Supplier shall indemnify, defend and hold harmless the Company from and against all liabilities, costs, expenses, damages, and losses (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Company in connection with:

(a) any damage to the Company's property and/or a Work Site (including without limitation any materials, tools or patterns sent to the Supplier for any purpose; and including where necessary all costs or replacement or reinstatement) and against any claims relating to the death of any person, loss or injury to any person or loss or damage to the property of any person to the extent caused by the Supplier's negligence or any act or omission on the part of the Supplier's employees subcontractors or agents arising out of the performance of the Order;

(b) any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with, the supply or use of the Goods and/or Services;

(c) any claim made against the Company by a third party arising out of or in connection with the supply of Goods and/or the Services, to the extent that such claim arises out of the breach or negligent performance of the Contract by the Supplier, its employees, agents or subcontractors.

2.21.4 With the exception of the indemnity under clause 2.21.3(b), the Supplier's total liability to the Company in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000,000 (ten million pounds).

2.22 Insolvency Without prejudice to any other remedy either expressed or implied and available to the Company under the Order, the Company shall be entitled at any time by notice in writing to terminate this contract without compensation to the Supplier, and to collect forthwith all material, tools and articles of any description provided to the Supplier by the Company, in the event that;

(a) the Supplier ceases trading or becomes insolvent or makes any composition or arrangement with its creditors or has a receiver, administrative receiver or similar person appointed to it; or

(b) any petition is presented for the Supplier's winding-up; or

(c) the Supplier passes any resolution for the Supplier's winding up; or

(d) the Company has reason to believe that any of the above events is about to occur and notifies the Supplier accordingly.

2.23 Insurance The Supplier shall be entirely responsible for maintaining appropriate levels of insurance with a reputable insurance company during the term of the Contract, including professional indemnity insurance, product liability insurance, pubic liability insurance and such specialist insurances as required to meet applicable laws, to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The Supplier shall immediately inform the Company of anything that might affect the insurance cover under the Contract.

2.24 Patent And Other Intellectual Property

2.24.1 Each Party shall remain the sole owner of its Intellectual Property Rights, including but not limited to patents, registered designs, unregistered design rights and copyright, developed or acquired before the date of the Order. The Supplier shall not acquire or retain, or appropriate for its own use, any right, title, or interest in the Company's Intellectual Property Rights. The Supplier shall grant the Company rights to use any pre-existing or background IPR that is required for the use or understanding of the Intellectual Property generated under the Order.

2.24.2 The Supplier shall keep the Company indemnified in respect of any claim of infringement of intellectual property rights by the use or sale of any Goods and/or Services supplied under the Order and against all losses, expenses, costs and damages for which the Company may become liable or may incur in connection with any such claim.

2.24.3 The Supplier hereby grants to the Company a non-exclusive, worldwide, perpetual, royalty-free licence, to exploit any Intellectual Property Rights needed for the use and maintenance of the Goods by the Company and its customers and to sub-license the same, for use of the Goods by the Company and its customers.

2.25 Jigs, Tools, Test Equipment and Materials

2.25.1 Jigs, tools, test equipment or other materials supplied directly or indirectly by the Company solely for use in connection with Orders placed by the Company shall remain the property of the Company. Responsibility for establishing the fitness for purpose and their subsequent safe custody and maintenance in good condition of such jigs, tools test equipment or other materials, fair wear and tear excepted, shall rest with the Supplier.

2.25.2 Where the Order price includes the cost of making or purchasing jigs, tools, patterns, test equipment etc., then such jigs, tools, patterns test equipment etc. shall become the property of the Company.

2.25.3 Any such jigs, tools, test equipment or other materials shall be used by the Supplier only for performing work placed by the Company under this Order.

2.25.4 On completion of the Order or at termination of the Order, whichever is the earliest, all items supplied under this Clause 2.25 shall be held in safe custody and maintained in good condition by the Supplier at the Supplier risk and expense until such time as instructions are received from the Company. The delivery or disposal will be performed by the Supplier in full accordance with the Company's instructions. The equipment shall be returned at the Supplier's risk and expense at the completion of the work unless otherwise agreed by the Company in writing. Surplus materials and/or scrap shall be delivered or disposed of in accordance with the Company's instructions.

2.26 No Partnership or Agency Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

2.27 Notice Any notice or other communication required to be given to a Party under or in connection with the Contract shall be in writing and shall be delivered to the other Party by email; personally; prepaid first class post; registered post; recorded delivery; or commercial courier; and sent to the address of the Party shown on the Order, or to any other address as the Party may have specified by notice. Email notification shall require acknowledgement of receipt by the receiving Party.

2.28 Non Exclusivity The Company's appointment of a Supplier is non-exclusive and the Supplier agrees that the Company may, at any time, appoint another Supplier to provide Goods and/or Services the same as or similar to the Goods and/or Service specified in the Order.

2.29 Payment

2.29.1 The Price for the Goods and/or Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Goods and/or Services. In respect of Goods, the Supplier shall invoice the Company on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Company on satisfactory completion of the Services. Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including but not limited to the relevant Order number, price, description of the Goods and/or Services, quantities, part/drawing numbers together with any certificates (as applicable) and Deliverables which were required under the Order. Invoices that do not conform, or are issued prior to completion, will not be accepted and returned to the Supplier.

2.29.2 The Company shall pay each invoice which is properly due and submitted to it by the Supplier, to an account notified by the Supplier to the Company, at the end of the month following the month in which the Goods and/or Services are received and in which a correct invoice is received whichever is the later. All amounts payable by the Company under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

2.29.3 Any and all payments made shall be without prejudice to the Companies rights, should the Goods and/or Services being the subject of this Order proves

unsatisfactory or not in accordance with the Order or any additional or special instructions appearing therein.

2.30 Prices Unless specifically agreed in writing on the part of the Company, all prices shall be as stated on the face of the Order and shall not be subjected to any form of surcharge or variation of price formula.

2.31 Progress Reports If so required by the Company, the Supplier shall submit to the Company a regular progress report detailing progress towards completion of the Order. The contents and frequency of said progress report shall be as specified on the face of the Order form, or as otherwise agreed between the Company and the Supplier.

2.32 Remedies If any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of this Contract, the Company shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

(a) rescind the Contract; or

(b) refuse to accept the provision of any further Goods and/or Services by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by the Company to the Supplier under the Contract for those Goods and Services; or

(c) require the Supplier, without charge to the Company, to carry out such additional work as is necessary to correct the Supplier's failure; and

(d) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach (or breaches) of the Contract not otherwise covered by the provisions of this condition.

2.33 Security The Supplier shall at all times comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by the Company and such security aspects letter shall form an integral part of the Order.

2.34 Severance If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 2.34 shall not affect the validity and enforceability of the rest of these Conditions.

2.35 Software Where software is to be supplied hereunder, the Supplier warrants that the Company has been provided with any conditions of use or licence terms relating to such software prior to the date of the Order. In the event that such conditions or licence terms have not been provided the Supplier agrees to waive their application and the Supplier agrees to fully indemnify the Company against all losses, claims, liabilities, damages, costs and expenses arising from the Company's use or sale of the software in contravention of any such conditions or licence terms. Further, the Supplier hereby warrants that the Supplier is the owner of the copyright and other Intellectual Property in such software to be supplied or has a valid licence from the owner of the copyright or Intellectual Property to sell or sub-licence the software to the Company.

2.36 Subcontracting And Assigning No part of the Order for Goods and/or Services shall be subcontracted by the Supplier without the prior written permission of the Company except insofar that it is customary in the Supplier's trade. Where the Supplier does enter into a subcontract in connection with the Order, the Supplier shall remain responsible for the performance of the Order and shall not assign the Order or his right to payment hereunder without the full and express permission of the Company in writing.

2.37 Suspension

2.37.1 In the event of any interruption of the Company's business due to a Force Majeure Event which would prevent or hinder the use of the Goods and/or Services being the subject of this Order, then the Company shall have the right to suspend the Order until such circumstances have ceased.

2.37.2 Any time expressed by the Company for performance of the Order shall be extended by a time period equal to that of the period of suspension. In the event of a suspension pursuant to this Clause 2.37, the Supplier shall store the Goods or materials at no additional cost or risk to the Company.

2.38 Termination

2.38.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) Business Days of receipt of notice in writing to do so;

(b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

(e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company); or

(f) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

2.38.2 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination. On termination of the Contract for any reason, the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

2.38.3 On termination, the Supplier will invoice the Company for Goods already delivered by the Supplier but not invoiced.

2.39 Waiver Any concession or indulgence granted to the Supplier on the part of the Company shall not be considered as a waiver of the Company's rights under the Order unless specifically authorised in writing on the Company's printed Order amendment.

3. CONDITIONS FOR THE PURCHASE OF GOODS

3.1 Acceptance and Rejection

3.1.1 The Company shall have the right to inspect the Goods received from the Supplier. SEA or its representative may enter, inspect and/or audit on reasonable notice Supplier's plant, books and records to verify compliance with SEA requirements. The Company may accept or reject the Goods following inspection and return these to the Supplier if they are in any respect non-compliant with the Contract . The Company will notify the Supplier in writing within 30 Business Days from the date of delivery if it intends to reject the Goods. Notwithstanding any such inspection the Supplier shall remain fully responsible for the Goods. The Company may accept the Goods in whole or in part if they are not delivered fully in accordance with the Order, without limitation to the rights and remedies of the Company to recover any loss or damage. Any rejected Goods shall be returnable at the Supplier's risk and expense, with prior notice provided by the Company.

3.1.2 The Order shall not be binding upon the Company until these Conditions are accepted unconditionally by the Supplier in the form of a written Order acknowledgement notice, or where the Supplier indicates its acceptance of these Conditions by commencement of work on the Order, whichever event occurs first.

3.1.3 It is anticipated that in the acknowledgement of the Order hereunder, for administrative convenience the Supplier may use standard documentation, which may refer to or purport to incorporate additional or alternative terms and conditions to those contained herein. It is expressly agreed and understood however, that notwithstanding anything to the contrary therein, any such purported additional or alternative terms and conditions shall not constitute a counter-offer and shall have no effect whatsoever.

3.1.4 No amendments or variations to these Conditions of Order shall be valid unless agreed to in writing by the Parties, such agreement being evidenced on an official Order form.

3.1.5 For avoidance of doubt, if the order is not accepted within fourteen (14) days of the date of the order, the order will be deemed accepted by the supplier.

3.2 Consignment and Delivery

3.2.1 Goods supplied against the Order must be adequately protected against damage and deterioration in transit and delivered carriage paid to the door of the Company's address as identified on the face of the Order or to a destination as otherwise notified to the Supplier in writing. The outer packaging thereof shall bear the Order number. Risk in the Goods shall remain with the Supplier until delivered to and accepted by the Company at the destination specified in the Order. Unless otherwise provided in the Order all containers and packing materials supplied by the Supplier shall be considered non-returnable and their costs of such containers and materials shall be included in the price.

3.2.2 Any time or period identified on the face of the Order for delivery, dispatch, performance or completion by the Supplier shall be of the essence of the Order. The Company shall be entitled to cancel the Order in the event:

(a) supplier fails to deliver Goods or provide Services in accordance with the terms of the Order or;

(b) supplier fails to make progress with the Order so as to jeopardise the purpose of the Order.

3.2.3 The Supplier undertakes to notify the Company in writing without delay of any unavoidable change in circumstances that may lead to a significant delay in delivery and/or performance. Such notification shall be accompanied by a clear and detailed plan to ensure that performance of the contract is maintained and that any unavoidable delay is kept to the absolute minimum.

3.2.4 Unless otherwise stated on the order, all suppliers shall be delivered in accordance with Incoterms 2020 FCA to the place stated in the order.

3.2.5 On the delivery date, the Supplier shall send to the Company an advice note detailing the consignment of Goods and the related Certificate of Conformity where required by the Order. If the Supplier fails to comply, the Company will be under no obligation to accept delivery of the Goods. The Supplier will ensure that the Goods to be delivered correspond with any Specifications. The Goods shall be delivered free of duty to the delivery address specified in the Order during normal working hours. Delivery of the Goods shall be completed on the Supplier unloading the Goods at the delivery address specified in the Order. If the Supplier fails to meet the Delivery Date the Company may (without prejudice to any other rights it may have):

(a) terminate the Contract is whole or part without liability to the Supplier;

(b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(c) have all sums previously paid by the Company to the Supplier as deposits for un-delivered Goods and Services under the Contract refunded by the Supplier.

The Supplier shall be given an opportunity to correct the failure within 20 Business Days of notice before the Supplier rights above are invoked.

3.2.6 SEA reserve the right to return, at the supplier's expense, any goods delivered to us more than one week ahead of the current delivery schedule(s) notified by us with regards to the order.

3.3 Hazardous Materials Without limitation to clause 2.20 above, the Supplier will ensure that any consignment of Goods that comprise or include Hazardous Materials are clearly marked up to that effect, together with appropriate Safety Data Sheets **(SDS)** that conforms to the latest requirements of the REACH regulation.

3.3.1 Greenhouse Gas Emissions: SEA expects and encourages all its suppliers to measure, manage and reduce their Greenhouse Gas Emissions.

3.4 Inspection and Test

3.4.1 At any reasonable time during the duration of the contract the Company's inspector or representative and any inspector or representative of the Company's customer or his agent or of any government department concerned shall be entitled on the Company's authority to have access to the Supplier's premises, and those of his subcontractors, to witness the progress, inspection or testing of the Goods and/or Services. The Supplier shall give the Company adequate notice of the Supplier's works tests that the Company shall be entitled to attend as required.

3.4.2 Reasonable facilities shall be provided at the Supplier's cost and expense for the inspector or representative. The Supplier shall provide the Company with such certificates as the Company may require. Waiver to any rights of inspection pursuant to this Clause 3.4 on the part of the Company shall not relieve the Supplier of any liability nor imply acceptance of the Goods and/or Services.

3.4.3 If the Company considers that the Supplier is unlikely to meet the requirements of the Order, the Company shall

inform the Supplier, and the Supplier shall immediately take remedial action to ensure compliance. Such remedial action does not relieve the Supplier of the obligations set out in the Contract.

3.5 Packing The Supplier will ensure that the Goods are properly packed, secured and labelled in accordance with accepted good industry practice and to meet the Company's requirement as specified in the Order (where applicable). Each delivery of the Goods will be accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of the Goods remaining to be delivered. The Supplier will ensure that if the Supplier requires the Company to return any packing materials and containers for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost and risk of the Supplier. In accordance with the Plastic Packing Tax (PPT) (April 2022). All plastic packaging will contain at least 30% recycled materials.

3.6 Quality

3.6.1 The Supplier shall provide the Company with a copy of its quality procedures upon request.

3.6.2 The Company reserves the right of reasonable access to the Supplier's premises, those of its sub-contractors and those of appropriate statutory and regulatory authorities, at any reasonable time during fulfilment of its Orders. This access which may include accompaniment by any customer representative of the Company, may be for the purpose of quality system surveillance or product verification.

3.6.3 The Company's rights under this agreement are in addition to the statutory terms implied in favour of the Company by the Supply of Goods and Services Act 1982 and any other statute.

3.6.4 The supplier shall retain records relating to product conformity, traceability and certification for a minimum period of 6 years.

3.6.5 The supplier shall ensure that all persons and subcontractors associated with this order are aware of:

- their contribution to product and/or service conformity;
- their contribution to product safety;
- the importance of ethical behaviour;
- the need to implement and maintain a quality management system.
- Their contribution to Social Values

3.7 Passing of Title Title in the Goods and/or Deliverables being the subject matter of the Order shall pass to the Company upon receipt of payment in full by the Supplier for the Goods or Deliverables provided that any passing of title shall not prejudice the Company's right to reject for non-conformity with Order or any other rights that the Company may have under the Order, and provided also that where advance or progress payments are made, title shall pass to the Company as soon as such Goods and/or Deliverables are allocated to the Order. All Goods and/or Deliverables so allocated shall be adequately marked and recorded as being the property of the Company.

3.8 Warranty

3.8.1 The Supplier warrants to the Company that all Goods delivered shall strictly conform to all requirements of the Order and shall be suitable for their intended purpose. Further, the Supplier warrants that all Goods delivered shall;

(a) be free from all defects in material and workmanship, and

(b) to the extent not manufactured pursuant to designs furnished by the Company, be free from all defects in design.

3.8.2 Subject to any provisions in Section 5 – Special Terms and unless otherwise agreed by the Parties and reflected in a Contract, the Supplier shall repair or replace at its own expense for a period of twelve (12) months from receipt of the Goods by the Company (the **Warranty Period),** any defective Goods (other than as a result of a failure of the Company to use the Goods in accordance with the written instructions provided by the Supplier to the Company) as soon as reasonably practicable following a request by the Company and re-deliver these to comply with the Order. If the defective Goods are incapable of being replaced or repaired, then the Supplier shall refund the Company the total price paid by the Company for such Goods. Goods repaired or replaced shall benefit from a Warranty Period equal to either: (a) the unexpired original warranty period; or (b) three (3) months from the date of repair, whichever is the greatest. New replacement parts provided by the Supplier shall have a twelve (12) month warranty and shall become the property of the Company upon installation into Goods.

3.9 Counterfeit Parts Prevention. The supplier shall ensure that no counterfeit or suspected counterfeit parts are used in Goods supplied.

3.10 Conflict Minerals. The Supplier through acceptance of the Contract hereby confirms that it and its supply chain shall ensure that no conflict minerals are used in Goods supplied.

3.11 Waste Electrical and Electronic Equipment (WEEE) Where the Order involves the supply of electrical and electronic equipment which falls within the scope of the United Kingdom Waste Electrical and Electronic Equipment **(WEEE)** Regulations 2006, the Supplier shall be responsible for compliance with the said regulations including the provision of labels and the treatment, recovery and environmentally sound disposal of the equipment at the end of its life. In such event, the Company shall notify the Supplier that the equipment is available for collection. The Supplier shall be responsible for shipping the equipment back to its premises and the associated shipping costs.

3.12 Obsolete Parts Obsolescence report to be done every 12 months and reported to SEA.

3.13 The Supplier must comply with all the requirements of the Environmental Protection Act 1990 and any other applicable legislation governing the controlled tipping of waste.

4. CONDITIONS FOR THE PURCHASE OF SERVICES

4.1 Completion The Supplier shall formally notify the Company as soon as the Supplier considers that all the Services have been provided, including final testing.

4.2 Customs The Supplier shall identify any items that have been imported from overseas with confirmation of the import details. This is to enable the Company to deal with any follow on Customs procedures in respect of import, export and re-export customs requirements.

4.3 Instructions for Safe Working Except where it may be legally or physically impossible or create a hazard to safety, the Supplier shall strictly adhere to the Company's directions and instructions on all matters relating to the provision of Services under the Contract. This includes compliance with the Company's Safe Working Codes of Practice (Numbers 9 and 137) for Supplier's working on the Company's Work Sites. Copies of the Codes of Practice are available upon request.

4.4 Notifications The Supplier shall immediately inform the Company in writing of any errors or omissions in technical documentation provided by the Company; and any apparent deficiencies, errors or omissions, or conflicts in law, regarding the Services to be performed in accordance with the Order.

4.5 Off Shore Transportation and Accommodation For Services to be performed offshore, unless otherwise agreed in writing by the Company, the Supplier will arrange at its own cost all forms of transportation to and from the offshore Work Site and accommodation for its personnel.

4.6 Programming and Executing Services The Supplier shall be responsible for programming and executing all Services to meet the requirements set out in the Order.

4.7 Provision of Information The Supplier shall provide any information that the Company reasonably requires in connection with the Services to be provided in accordance with the Order.

4.8 Site Clearance The Supplier shall be entirely responsible for clearing, removing and disposing of all equipment and materials and debris from the Work Site and leaving it in a clean, tidy and safe condition.

4.9 Stoppages of Work The Supplier shall immediately inform the Company in writing of any actual or proposed stoppages including Force Majeure Events that are likely to affect the timely completion of the Services to be provided in accordance with the Order.

4.10 Supplier Personnel The Supplier undertakes to provide sufficient numbers of personnel to undertake the Services who are competent, properly qualified, and skilled and experienced in accordance with good industry practice. The Supplier shall be responsible for compliance with all applicable law in respect of the employment of personnel and for arranging any work permits. The Company reserves the right to instruct the Supplier to remove from the Work Site any person engaged who in the reasonable opinion of the Company is incompetent, negligent, failing to comply with health and safety or requirements or engages in activities considered to be detrimental to the interests of the Company.

4.11 Supplier Responsibilities Supplier will treat SEA as a preferred customer and as such shall be given priority. Supplier shall comply with the contents and the provisions contained within SEA's Policies.

The Supplier shall, from the commencement to the completion of the Order, provide all management, personnel, materials and equipment, plant, consumables, facilities and any other items necessary to perform the Services; and obtain and maintain all permits, licences and authorisations required by applicable laws and regulations. The Supplier shall carry out its obligations and execute the Services under the Order with all due care and diligence and with the skill expected of a reputable organisation experienced in the types of Services to be provided.

4.12 Suspension The Company may direct the Supplier to suspend the Services, without cost or liability, if it reasonably considers that suspension is necessary for the proper execution or safety of the Services, or to suit the convenience of the Company. The Company may, by further notice, instruct the Supplier to resume the Services to the extent specified. Other than through suspension resulting from a breach of the Contract by the Supplier, the Supplier shall be entitled to seek agreement from the Company to a revised programme to execute the Services and to seek reimbursement for any unavoidable costs when suspension ceases.

4.13 Warranties

The Supplier warrants to the Company that all Services rendered shall strictly conform to all requirements of the Order and shall be suitable for their intended purpose.

The Supplier warrants, represents and undertakes that:

(a) the Services will conform with all descriptions and Specifications provided to the Company by the Supplier;

(b) it shall devote such time as shall be necessary for the full and proper provision of the Services to the satisfaction of the Company;

(c) it shall provide the Company with such written or oral advice, information, evaluation or report regarding the Services (or any part thereof) as the Company shall reasonably require; and

(d) it shall obey all lawful and reasonable directions of Company and abide by the terms of any relevant internal Company policy or procedure.

5. SPECIAL TERMS

5.1 Liquidated Damages (LDs)

5.1.1 Liquidated Damages will only apply when specified as a special condition in the Order. Where applicable in accordance with the Order, the Company may elect by notice to the Supplier to invoke the following LDs which would then be applicable to late delivery of the Goods as follows:

(a) one per cent (1%) of the total price of the Goods so delayed for the period up to five (5) Business Days past the Delivery Date; and

(b) three per cent (3%) of the total price of the Goods so delayed for any further delay up to ten (10) Business Days past the Delivery Date; and

(c) five per cent (5%) of the total price of the Goods so delayed for any further delay up to twenty (20) Business Days past the Delivery Date.

5.2 Repair Process – limit of liability order

5.2.1 The Company may place a limit of liability purchase order on the Supplier to carry out the repair of Goods that are out of warranty. The purchase order will detail the pre-approved value of each repair, such that the Supplier may commence with the repair immediately following receipt of the damaged Goods.

5.2.2 Following completion of the repair, the Supplier shall return the Goods to the Company, accompanied with a description of the investigation findings, repair work carried out and final repair price. Where the Supplier envisages that the repair will cost more than the pre-agreed limit of liability value, then the Supplier will provide a quote to the Company for approval prior to commencing any repair work.

5.2.3 Where the Supplier is required to provide a quote in accordance with clause 5.2.2 above, it will issue a quote to the Company in accordance with the Purchase Order.

5.2.4 The Supplier will complete repair of each of the Goods in accordance with the Purchase Order.

5.2.5 The Supplier will return repaired Goods to the Company in accordance with the Purchase Order.