

## RPC SINGAPORE PTE LTD

### GENERAL TERMS AND CONDITIONS OF TRADE (INSPECTION SERVICES)

#### 1. INTERPRETATIONS AND GENERAL MATTERS

This Contract is governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the courts of the State. The parties exclude the application to the Contract of the United Nations Convention on the International Sale of Goods.

In these Terms and Conditions unless the contrary intention appears, the words below have the following meaning:

- i) "Accession" means any Goods which are installed in or affixed to other goods;
- ii) "Act of God" means circumstances and events that are outside either Parties' control and which cannot be foreseen or guarded against;
- iii) "Act of Insolvency" means becoming subject to external administration within the meaning of the Insolvency, Restructuring and Dissolution Act 2018 (IRDA), a party having an application for bankruptcy filed against it, or a party entering into a composition or arrangement with its creditors generally;
- iv) "Amount Payable" means, at any time, all amounts payable by the Customer to the Company at that time (whether or not those amounts have become due for payment under the Contract (including, without limitation, any invoiced amount, interest, fees, costs or expenses));
- v) "Company" means RPC Singapore Pte Ltd. or any of its subsidiaries, whichever is the applicable supplier of the Goods or Services, and unless inconsistent with the context includes its employees, agents, contractors, sub-contractors and consultants;
- vi) "Consumer" means a Customer that is a consumer (as that term is defined in Consumer Protection (Fair Trading) Act 2003) in respect of the particular supply of Goods and Services;
- vii) "Consumer Guarantees" means the guarantees relating to the supply of goods and services to consumers provided under the Sale of Goods Act 1979.
- viii) "Consumer protection" means the legal protections afforded to Customers provided in Consumer Protection (Fair Trading) Act 2003.
- ix) "Contract" means the contract under which the Goods or Services are supplied, as set out in clause 4;
- x) "Components of goods, products and materials supplied by the Company under the Contract (including any such items supplied in connection with the Services);
- xi) "Customer" means the entity purchasing the Goods or Services and unless inconsistent with the context includes its employees, agents, contractors, sub-contractors and consultants;
- xii) "Data Analysis Services" means the second part of the UComp System which consists of computer software and system for use in relation to the analysis of data collected using the Data Collection System;
- xiii) "Data Collection System" means the first part of the UComp System which consists of computer software and a system for use in relation to the non-destructive collection of data from fibre reinforced polymer materials
- xiv) "Default" is defined in clause 16.1;
- xv) "Default Interest Rate" means 1.5% per month;
- xvi) "Goods" means goods, components of goods, products and materials supplied by the Company under the Contract (including any such items supplied in connection with the Services);
- xvii) "Modern Slavery Laws" means any law, statute and regulation which prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or any activities relevant to this Agreement defined within the Prevention of Human Trafficking Act 2014.
- xviii) "Parties" refers to both the Customer and the Company.
- xix) "Processed Goods" means Goods which after their delivery become part of a product or mass by being manufactured, processed, assembled, commingled or otherwise dealt with in such a way that their identity is lost in the product or mass;
- xx) "Security Interest" means an interest in personal property provided for by a transaction that, in substance, secures payment or performance of an obligation (without regard to the form of the transaction or the identity of the person who has title to the property).
- xxi) "Services" means any labour performed or services supplied by the Company under the Contract, whether alone or in conjunction with the supply of Goods including but not limited to estimating, detailing, design, redesign, prefabrication, repair, modification, engineering, delivery, installation and manufacture services;
- xxii) "Service Related Assets" means any tangible or intangible property of the Customer or any third party which is provided by the Customer to the Company in connection with the Company's supply of Goods or Services;
- xxiii) "Terms and Conditions" means this document, as varied from time to time and as per the Company's discretion.
- xxiv) "Tooling" includes all tooling, dies, molds or patterns, gauges and other similar equipment;
- xxv) "Variation Order" means a written instruction issued by the Customer to the Company to carry out a Variation of the agreed upon contract.

- xxvi) "Working Documents" inclu
- xxvii) des structural, construction or other drawings, designs, specifications, plans, descriptions, prototypes and samples relating to the Goods, their manufacture or, where relevant, the location at which the Goods will be used or installed.
- xxviii) "UTComp Inc" the developers of a computer software & system (collectively, the UTComp System) for the use in the non-destructive collection, analysis and reporting of data from fibre-reinforced polymer materials for end user Customers.

## **2. GENERAL**

The proposal of the Company, as well as these Terms and Conditions of sale (Agreement) constitute the Company's contractual offer of goods and associated services. The Customers' acceptance of this offer is expressly limited to this Agreement. This Agreement represents the entire offer by the Company and supersede all prior discussions, agreements, understandings, and representations between the Parties. Any scope or Terms and Conditions included in the Customer's purchase order that are different to, or in addition to, the Agreement are hereby rejected.

## **3. QUOTATIONS**

- 3.1 A quotation is an estimate only based on the information supplied by the Customer and then the current costs to the Company. The Company reserves the right to vary or withdraw any quotation at any time up until a Contract arises under clause 4.
- 3.2 Subject to clause 3.1, a quotation is valid for a period of 30 days from the date of the quotation, unless the Company specifies otherwise in writing. A quotation may be accepted by a Customer by placing a purchase order for the quoted Goods or Services in accordance with clause 4, or by otherwise notifying the Company that the quotation is accepted.
- 3.3 A quotation may only be accepted without variation. Any request for Goods or Services at variance with the quotation shall be considered a new quote by the Company.
- 3.4 All descriptive matter and specifications, drawings and particulars of weights and dimensions submitted with or prior to any quotation, but not forming part of the quotation, or material contained in the Company's catalogue, price lists or advertising matter are intended merely to present a general idea of the Goods or Services, and none of these will form part of the Contract.

## **4. THE CONTRACT**

- 4.1 A purchase order must be placed by the Customer in writing.
- 4.2 A purchase order placed by the Customer constitutes an offer by the Customer to purchase the Goods or Services described in the purchase order for the price set out in the purchase order on these Terms and Conditions. The Contract arises when the Company accepts the offer in the purchase order by:
  - i) sending the Customer written acceptance of the purchase order;
  - ii) otherwise notifying the Customer in writing that the purchase order is accepted; or
  - iii) by delivering the Goods or Services.
- 4.3 The Company may at its absolute discretion accept or reject part or all of any purchase order made by the Customer.
- 4.4 The Contract, when created, is wholly documented by (in descending order of precedence):
  - i) any specific terms agreed in writing by the parties;
  - ii) the quotation (if applicable);
  - iii) these Terms and Conditions;
  - iv) the purchase order (to the extent accepted by the Company); and
  - v) the credit terms applying to the Customer (if applicable).

## **5. DATA ANALYSIS SERVICES**

- 5.1 The Company hold a licence to use the UTComp Inc Data Collection System in relation to the provision of end user Services for Customers.
- 5.2 The Customer acknowledges that the Company may make such alterations to the Data Collection System from time to time as, in the sole opinion of the Company, are necessary to enhance or improve all or any part of the UTComp System.
- 5.3 The Customer acknowledges and agrees that, in order for the Company to provide full end user Services to Customers, the data and other information collected by the Company using the Data Collection System will require analysis as a part of the UTComp System.
- 5.4 The Customer acknowledges and agrees that all data submitted to the Company may be used for further analysis and any other internal purposes of the Company in order to monitor and improve the UTComp System. The Company agrees to anonymise the data prior to the data being used for further analysis and internal purposes of the Company.

## **6. PRICES**

- 6.1 Prices, unless otherwise stated, do not include any taxes or duties, and such taxes or duties are to be paid by the Customer.
- 6.2 Unless otherwise specified, all prices are quoted and payable in Singapore dollars.
- 6.3 The Company reserves the right to change the pricing in the Contract for the whole or any part of the Contract if the supply of Goods or Services is affected by a Force Majeure cause within the meaning of clause 18.

- 6.4 Prices in the Contract are those the Company applies at the relevant time. Such prices are based on the cost of materials, packaging, costs, insurance, sorting and stacking charges, cartage and other carrier charges, rate of goods, wares and merchandise, applicable taxes and duties and other charges affecting the cost of production of the Goods or provision of Services at the relevant date and any variations to those underlying costs at any time will be to the Customer's account. Prices are adjusted from time to time by any additions or deductions are treated as a Variation under this Agreement.
- 6.5 This Agreement shall be completely independent of all other contracts between the parties and all payments due to the Customer hereunder shall be paid when due and shall not be set off or applied against any money due or claimed to be due from the Company to the Customer on account of any other transaction or claim.
- 7. PAYMENT**
- 7.1 Unless otherwise agreed in writing by the Company, the Customer must pay for the Goods and Services within 30 days of the date of invoice without deduction, set-off or counter-claim. Payment of invoices will not be deemed to be made until the payment funds have been fully cleared.
- 7.2 The Company reserves the right at the Company's discretion and without being liable for any loss or damage to decline to supply Goods or Services under a Contract if the Customer is in Default as per clause 16.1.
- 7.3 If the Customer fails to pay the price in accordance with the Contract, the Company may (without prejudice to any other rights hereunder or at law) charge interest on the overdue amount at the Default Interest Rate from the date the payment was due until the date payment is received in full.
- 7.4 The Customer charges to the Company all of its right, title and interest in any Service Related Assets as security for the due and punctual payment of the Amount Payable. The charge operates as a first ranking, fixed charge.
- 8. TITLE AND RISK**
- 8.1 Risk in the Goods passes to the Customer once the Goods leave the Company's premises. Legal and equitable title to the Goods only passes to the Customer when it has paid the Amount Payable in full. Where payment is made progressively then title to that part of the Goods for which payment has been made by the Customer will pass to the Customer, notwithstanding that the remainder of the Goods have not yet been Delivered.
- 8.2 Until such time as the Amount Payable is paid in full, the Customer holds the Goods as bailee for the Company, and the Customer must make good of the Goods in a manner which makes it clear that the Goods are the property of the Company.
- 8.3 Any proceeds received by the Customer for the Goods on any basis whatsoever, will be held by the Customer for the benefit of, and as fiduciary for, the Company, and must be kept in a separate account with separate records in accordance with the Customer's fiduciary obligations to the Company. Proceeds refer to personal property that is derived from a dealing with collateral, or a right to payment (like insurance or compensation) for loss or damage to the collateral.
- 8.4 The Customer may only install or affix the Goods to other products (so that they become an Accession to those other products) or use or permit the Goods to be manufactured, processed, assembled, comingled or otherwise dealt with (so that they become Processed Goods), or affix the Goods to land so that they become fixtures, in the ordinary course of its normal business.
- 8.5 If the Customer is in Default, in addition to the Company's other rights under this Agreement, or any other applicable law, the Company may:
- i) take possession of the Goods or the Processed Goods (as applicable);
  - ii) remove any Goods which have become an Accession or fixture;
  - iii) enter upon the Customer's premises (or any other place where the Goods or Processed Goods are located) to give effect to sub clauses (i). and (ii); and
  - iv) disposal by way of lease.
- 8.6 Unless the Company agrees in writing, the Company will allocate and apply amounts received from the Customer in the following order:
- i) in or towards payment of any part of the Amount Payable which is not part of the price of any Goods, in the order in which those amounts were incurred; and
  - ii) secondly, in or towards payment of the price of the Goods in the order in which those Goods were invoiced.
- 9. DELIVERY**
- 9.1 Unless the Company expressly agrees in writing, the Company will deliver the Goods to the Customer's address specified in the purchase order. The Company will use reasonable endeavours to deliver the Goods by the Contract's delivery date (if any) but does not guarantee it will do so. If such delivery is prevented by the Customer or postponed by reason of Force Majeure, the Company shall be entitled an extension of time to deliver upon the most practical date thereafter and be entitled of payment as if the goods were delivered.
- 9.2 The Customer may promptly inspect the goods on delivery to the site and must check the Goods delivered against the Contract. If the Goods are not in accordance with the Contract, the Customer must notify the Company within 48 hours of delivery. If the Customer does not do so it is deemed to have accepted the Goods as delivered and will not be entitled to make a claim in respect of them. This subclause does not apply to the extent that the supply of Goods is to a Consumer and the application of this subclause would be contrary to any consumer protections afforded.
- 9.3 The Customer must not return any Goods to the Company without obtaining the Company's written authorisation.
- 9.4 The cost of packing shall be an additional charge to the Customer.
- 9.5 If the Contract provides that the Goods are subject to tests and/or inspection, such tests or inspection may only be undertaken prior to delivery to the Customer and shall be final.

## **10. DELAYS**

- 10.1 If the commencement or progress of the Contract or delivery of the Goods or Services is, at the Customer's request, delayed, suspended or postponed, then the Customer shall be liable for all claims, demands, losses, costs or expenses suffered or incurred by the Company as a result of such delay, suspension or postponement.
- 10.2 If the Company is or will be delayed by an event in a manner which has or will prevent the Company from achieving delivery of the goods, then the Company may claim an extension of time within 10 business days of the Company becoming aware of anything which will or is likely to delay the delivery of goods.

## **11. WORKING DOCUMENTS AND TOOLING**

- 11.1 All Tooling and Working Documents made, developed or purchased by the Company in order to supply the Goods or Services are the property of, and will remain in the custody of, the Company. The Company will retain the Tooling for a period of at least three years following the latest order which required their use.
- 11.2 If the Customer provides Working Documents or Tooling, the Customer warrants that:
- i) the Working Documents and Tooling are accurate, complete and fit for the purposes of the Contract; and
  - ii) use of the Working Documents and Tooling by the Company for the purposes of the Contract will not infringe any third party's intellectual property.
- 11.3 Whilst the Customer's Working Documents and Tooling are in the Company's possession, the risk of loss or damage to them is at the Customer's risk and the Customer must insure their full value against all risks (and shall produce evidence of such insurance upon being requested to do so by the Company).
- 11.4 Irrespective of whether the Working Documents or Tooling are supplied by the Company or by the Customer, alteration to the Working Documents or Tooling to meet the requirements of the Customer and the replacement or renewal of Tooling shall be paid for by the Customer.
- 11.5 The Customer must deliver all the Customer's Working Documents and Tooling without charge to the Company prior to commencement of the supply of the Goods or Services.
- 11.6 When the Customer requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to the Company within fourteen (14) days of receipt by the Customer of such drawings for approval.

## **12. WARRANTY AND LIMITATION OF LIABILITY**

- 12.1 If the supply of Goods or Services under the Contract is to a Consumer, the Consumer Guarantees will apply to this Contract and nothing in the Contract shall be construed as excluding, restricting, or modifying any applicable Consumer Guarantee.
- 12.2 Subject to clause 11.1 and any express warranty against defects provided by the Company, the Company excludes all other warranties and conditions (whether implied or otherwise) to the fullest extent permitted by law. Where such a warranty or condition cannot be excluded, the Customer's sole remedy is limited, at the option of the Company, to:
- i) replacement of the relevant Goods or supply of equivalent Goods; or
  - ii) repair of the Goods; or
  - iii) after prior agreement between the Company and the Customer, payment of the cost of replacing or repairing or having the Goods replaced or repaired; or
  - iv) in the case of Services, the provision of the Services again or payment of the cost of having the relevant Services provided again.
- 12.3 Any components of the Goods not manufactured by the Company are subject solely to the warranties (if any) provided by the manufacturer or the third-party supplier to the Company, and the Customer acknowledges that, to the extent permitted by law, the Company gives no warranties for such component parts beyond such manufacturers' or suppliers' warranties.
- 12.4 The Customer acknowledges it has relied on its own enquiries to satisfy itself as to the fitness or suitability for purpose of the Goods or Services.
- 12.5 The Company is not liable to the Customer (or any person claiming through the Customer) for any liability, cost or loss the Customer incurs arising directly or indirectly out of any act or omission of the Company, or use of the Goods or Services, unless caused by the Company's negligence.
- 12.6 Solely for the benefit of the Customer, the Company warrants that new equipment and parts manufactured by it and provided to the Customer shall be free from defects in material and workmanship.
- 12.7 Notwithstanding any other provision to the contrary elsewhere in the Contract, the Company's total cumulative liability for any default whatsoever, whether under the Contract or at law shall under no circumstances exceed 50% of the purchase price paid by the Customer under the contract. In the event that the provisions of this clause are unenforceable for any particular liability, the parties to this Agreement to uphold the provisions of this clause to the full extent allowable by law for any other liability.

## **13. INDEMNITY**

- 13.1 The Customer indemnifies and holds the Company harmless against any liability, cost or loss (including legal costs on a solicitor-client basis and consequential loss) incurred by the Company arising from the Customer's breach of the Contract and from any claim against the Company by any third party, including any customers of the Customer, in connection with the Goods or Services. This may include and loss, claim or liability in respect of:
- i) loss of, damage to, any goods or property; and
  - ii) any liability to or claims by a third party (including under statute) in respect of loss of, or damage to, any property caused by or arising out of or in connection with the supply of the Goods or Services to the extent caused or contributed to by any act or omission of the Customer, or their Associate, in connection with this supply of Goods or the Contract or any breach of the Contract by the Customer, or their Associates.

- 13.2 It is not necessary for the Company to incur expenses, make a payment or contest any costs or expenses before enforcing a right of indemnity conferred by this clause.

**14. INSURANCE**

- 14.1 Except where the Contract expressly provides to the contrary, all insurance cover in respect of the Goods following their removal from the Company's premises must be arranged by the Customer, or as nominated in the Company's quotation.
- 14.2 The Company reserves the right, at its discretion, to replace, cancel, substitute or vary the terms of an insurance policy it effects. The responsibilities, duties and obligations imposed on the Customer by or under the Contract will not be relieved or in any way affected by any insurance effected by The Company. The Customer must provide, when reasonably requested by The Company, evidence of the insurance applying to the Contract. The Customer acknowledges and agrees that The Company does not assume any duty of care or warrant or make any representation with respect to the content, coverage or adequacy of the Company's' insurances.

**15. SUB-CONTRACTING**

- 15.1 The Company reserves the right to sub-contract with any other person for the performance on its behalf of any part of the Contract.

**16. INTELLECTUAL PROPERTY**

- 16.1 The copyright, patent rights, design rights and all other intellectual property rights in respect of or contained within the Goods or Services, any component part of the Goods or Services, or in any Working Documents or Tooling which have been developed by or on behalf of the Company, remain the property of the Company. Unless expressly provided otherwise in Contract, no transfer to the Customer of any such rights occurs by reason of the supply of the Goods or Services, including circumstances where the price under the Contract includes an amount for designing or producing the Goods or Services.
- 16.2 Unless authorised in writing, the Customer does not have the right to use, adapt, reproduce and modify (and sub license others to use, adapt, reproduce or modify) any and all such Intellectual Property for any purpose whatsoever including any purpose associated with these Terms and Conditions or the project, including further design work, construction of, subsequent repairs or addition to, or alterations of, the Contract or quote, whether in part or in whole.
- 16.3 The Customer indemnifies the Customer from and against any loss suffered or incurred by the Customer, and any claim against the Customer, arising out of or in connection with any actual or alleged infringement of any intellectual property rights created, discovered or coming into existence as a result of, for the purposes of or in connection with, this contract.

**17. DEFAULT AND TERMINATION**

- 17.1 The Customer will be in Default if:
- i) payment for the Goods or Services is not been received by the Company by the due date for payment;
  - ii) it breaches any other term of the Contract, and such breach is not remedied within 14 days of receiving notice from the Company requiring it to do so;
  - iii) it commits an Act of Insolvency;
  - iv) any representation or warranty made by it in or in connection with the Contract, or any information provided by it to the Company in or in connection with the Contract, is incorrect, misleading or deceptive (whether by omission or otherwise) in any material respect; or
  - v) the Company, in its absolute discretion, forms the opinion that there has been a material adverse change in the business assets or financial condition of the Customer.
- 17.2 If the Customer is in Default, the Company may (without prejudice to any other rights or remedies it may have) by giving written notice to the Customer:
- i) immediately terminate the Contract;
  - ii) refuse to supply any Goods or Services to the Customer on credit or at all; and
  - iii) require the immediate payment of all monies actually or contingently owing by the Customer to the Company on any account whatsoever (including the Amount Payable).
- 17.3 The Contract may be terminated by the Company in whole or in part at any time. If the Contract is terminated before performance is completed, the Company will be paid for that work for which costs can be substantiated. This may include any of the following direct or indirect costs:
- i) Any finished goods or materials ordered specifically for this quote by the Company but not delivered at the date of termination;
  - ii) Any unresourced labour, project management, unrecovered factory overheads, raw materials, works in progress, other materials procured; and
  - iii) the agreed margins on the above as under ii).

**18. NOTICES**

- 18.1 Any notice under or in connection with the Contract shall be deemed to be sufficiently given by one party if either delivered to the other party ("the recipient") personally or by forwarding it to the recipient by mail addressed to the recipient's usual or last known address or by leaving it at such address. All notices sent by mail shall be deemed to have been delivered to the recipient on the second business day following the date of posting of that notice.

**19. FORCE MAJEURE**

- 19.1 The Company is not liable for failure to perform its obligations under the Contract to the extent and for so long as its



performance is prevented or delayed without substantial fault or negligence by the Company because of circumstances outside the Company's control, failure of the Company's machinery, or failure of a supplier to the Company, provided that the Company gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.

19.2 This may include, and is not limited to:

- i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
- ii) rebellion, revolution, insurrection, military, or usurped power or civil war;
- iii) ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- iv) pressure waves caused by aircraft traveling at sonic or supersonic speed;
- v) riot, commotion, acts of terrorism or disorder, unless solely restricted to the employees of the Company and its agents or employees, existence of asbestos;
- vi) force of nature including earthquake, volcanic activity, hurricane, cyclone, flood, tsunami, iceberg or lightning;
- vii) widespread industrial action not confined to the Company; or
- viii) an Act of God or pandemic.

## **20. SEVERANCE**

20.1 If a provision of the Contract would, but for this clause, be unenforceable:

- i) the provision must be read down to the extent necessary to avoid that result and the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect; and
- ii) the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision.

## **21. COSTS**

21.1 The Customer must pay the Company all costs and expenses incurred by the Company in connection with the Contract including legal expenses (on a full indemnity basis), stamp duty (including fines, delay costs, any costs regarding possible dispute resolution and penalties) and costs incurred or payable by the Company in connection with registering, maintaining or releasing any Security Interest, or caveat in connection with the Contract, or the recovery of the Amount Payable or in otherwise enforcing the Company's rights against the Customer under the Contract.

21.2 The costs of registering or amending any financing statement will be paid by the Customer and may be invoiced or debited against the Customer's credit account. This includes the costs and expenses associated with the preparation, registration, or amendment of any charge or security interest over the Customer's assets, including any lodgement fees payable to the Accounting and Corporate Regulatory Authority (ACRA) under the Companies Act 1967.

## **22. ASSIGNMENT**

22.1 The Company may assign its rights or novate its rights and obligations under the Contract (in whole or in part) to any person without notice or the consent of the Customer.

22.2 The Customer may not assign or otherwise transfer any of their rights, interests or benefits under the Contract without prior notice to and consent from the Company. The Company is not required to give consent or to justify the withholding of consent. If the Company gives its consent, such consent may be subject to such terms and conditions as the Company considers appropriate. Any approval given by the Company will not relieve the Customer of any obligation or liability under the Contract and the Customer will be responsible to the Company for the acts and omissions of the Assignee and be vicariously liable to the Company for all acts, omissions and defaults of the Assignee relating to or in any way connected with the goods.

## **23. WAIVER**

23.1 The Company may only waive a right under the Contract by providing express written notice to the Customer. A waiver is limited to the specific instance to which it relates and the specific purpose for which it is given.

23.2 The Customer acknowledges and agrees that:

- i) failure to exercise, or delay in exercising, a power or right under this Agreement or the Contract does not operate as a waiver of that power or right;
- ii) the exercise of a power or right does not preclude the Customer or the Company from exercising any such power or right in the future or the exercise of any other power or right; and
- iii) waiver is not effective unless it is in writing and signed by the Company.

## **24. VARIATIONS**

24.1 Any variations to the Contract and consequential amendments to the price must be approved in writing by the Company.

24.2 The Price will be adjusted for all Variations which have been the subject of a Variation Order by:

- i) the amount (if any) stated in the Variation Order; or
- ii) an amount determined by the Company using any rates or prices to the extent they are applicable to, or it is reasonable to use them for, valuing the Variation.

## **25. CONFIDENTIALITY**

25.1 The Company and the Customer, and must procure that its Associates, agree that the Contract and any other

information furnished by one party to the other pursuant to the Contract is and remains confidential between the parties and the parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:

- i) prior approval in writing has been obtained from the other party;
- ii) disclosure is required by law or;
- iii) the information is in the public domain prior to the disclosure by the party.

25.2 The Customer agrees not to exercise its rights to make any request of the Company, to authorise the disclosure of any information or to waive any duty of confidence that would otherwise permit non-disclosure.

25.3 The expression "any third party" does not include the financial or legal advisers of a party or a related body corporate of a party.

25.4 The Parties must notify the other party promptly if the other Party becomes aware of any unauthorised disclosure of confidential information, whether by either Party, its Associates or a third party. The Parties must provide the other Party all assistance reasonably required in connection with any claim which may be made relation to the unauthorised disclosure of confidential information.

## **26. JOINT LIABILITY**

26.1 Where a customer to the contract is comprised of more than one person:

- i) the obligations of the Customer, and the party, under the contract are joint and several and each person constituting the Customer to the contract acknowledges and agrees that it will be causally responsible for the acts and omissions as if those acts or omissions were its own and the Company may proceed against any one or all of them; and
- ii) the party to the contract may not exercise any right unless that right is exercised concurrently by all persons constituting the party to the contract.

## **27. DISPUTE RESOLUTION**

27.1 Any dispute that arises between the Company and the Customer in connection with or arising out of this Contract shall be resolved in accordance with the following procedures:

- i) The dispute shall in the first instance be referred to the authorised representatives of the Company and the Customer who shall make all reasonable efforts to reach an amicable resolution;
- ii) If the parties fail to reach a resolution in accordance within a reasonable time, the dispute shall be referred to the Managing Directors of the Company and the Customer;
- iii) If the parties fail to reach a resolution within a reasonable time, then the dispute shall be put forward for settlement by mediation.
- iv) If the parties fail to reach a resolution within a reasonable time, then either party to this Agreement shall be entitled to seek resolution through the Courts.

## **28. CYBER SECURITY**

28.1 In addition to the confidentiality provisions contained elsewhere in this Agreement, the Customer will do all things reasonable and prudent to ensure that all information provided by the Company is protected at all times from unauthorised access or use by a third-party or misuse, damage or destruction by any person.

28.2 The Customer must take all reasonable and prudent steps to reduce, transfer or eliminate the risk of a possible security incident or cyber-attack on the Company's information technology systems that accesses, transmits, or stores confidential Company information or any other data connected with this Agreement.

28.3 The Customer will ensure that any system on which any confidential information is held is a secure system that complies with applicable Cybersecurity laws. The Customers' systems, policies and procedures should comply with the applicable Cybersecurity laws. The Customer must, where appropriate, review and update systems, policies, and procedures regularly to ensure continued compliance with the relevant Cybersecurity laws.

## **29. MODERN SLAVERY**

29.1 The Customer acknowledges that it is not aware of any Modern Slavery in its supply chain. Should the Customer become aware of any modern slavery risks in its supply chain or operations, it must notify the Departments of those risks and advise the Departments of the steps it is taking to eliminate or minimize those risks. The Customer must, in writing, notify the Departments of the remediation action it proposes to take and at its cost, take any such additional remediation action required by the Departments (acting reasonably).

29.2 The Customer must ensure that:

- i) In performing its obligations under or in connection with this Agreement, the Customer must and will ensure that its Associates will not engage in any conduct or omission which may contravene any Modern Slavery Laws; and
- ii) It does all things reasonably required or necessary to mitigate or reduce modern slavery risks in its operations and supply chains in compliance with all applicable Modern Slavery Laws.

## **30. CORPORATE SOCIAL RESPONSIBILITY**

30.1 The Customer must:

- i) Ensure that both it and its Associates demonstrate a set of ethical and environmental standards with a commitment to upholding ethical standards and ensuring environmentally sustainable working practices and materials; and
- ii) Maintain, and provide the Company on request, a document setting out its policy on corporate social responsibility and discuss with the Company any concerns the Company may have regarding such policy.

- 30.2 If any CSR risk is established, the Customer must:
- i) As soon as practicable after becoming aware of such a matter, provide a written notice of any controversy or issue reasonably likely to have a negative material impact on the operations or the reputation of the Customer, or any of its Associates; and
  - ii) Provide information on any corrective action that has been taken in respect thereof, providing the Company with regular updates until the incident has been resolved.

**31. ENVIRONMENTAL, SOCIAL AND GOVERNANCE**

- 31.1 The Customer must demonstrate a commitment to environmental protection, compliance with human rights, labour and social standards as well as anti-discrimination and anti-corruption policies, and in this regard, subscribe to environmental, social and governance (ESG) standards that are motivated by the United Nations Global Compact Initiative. The Customer acknowledges this commitment and agrees to support any EG program the Company communicates to the Customer.
- 31.2 The Customer must ensure that:
- i) both it and its Associates undertake best efforts to assess, monitor and mitigate material ESG risks to the extent possible, describe the results of such efforts and describe any future efforts to further assess, monitor or mitigate such risks.
  - ii) if any such ESG risk is established, the Customer must:
    - a) As soon as practicable after becoming aware of such a matter, provide a written notice of any controversy or issue reasonably likely to have a negative material impact on the operations or the reputation of the Customer, or any of its Associates; and
    - b) Provide information on any corrective action that has been taken in respect thereof, providing the Company with regular updates until the incident has been resolved.
- 31.3 The Customer must maintain, and provide the Company on request, a document setting out its policy on ESG responsibility and discuss with the Company any concerns the Company may have regarding such policy.