

Standard Terms and Conditions of Purchase

1. Parties; Items. The Purchase Order together with these terms and conditions (collectively, "order") is an agreement made between the Government of the Falkland Islands, on behalf of itself and its affiliates, referred to as "Purchaser", and the supplier indicated on the Purchase Order, referred to as "Supplier". This order may be used to purchase supplies, machinery, equipment, software, and other goods, and may also be used to contract for the performance of services, including, without limitation, escorted maintenance and construction work on premises specified by Purchaser. All goods or services covered by this order, regardless of type, will be referred to as "Items". For purposes of these Terms & Conditions, an "Affiliate" means those persons or entities which directly, or indirectly, individually or in combination, control, are controlled by, or are under common control of the Government of the Falkland Islands.

2. Price; Taxes. If a price is stated on this order, the price for the Items shall be the lower of (i) the price set forth on this order, or (ii) Supplier's prevailing market price for such Items. If no price is stated on the front hereof, the price for the Items shall be the lower of (i) the price (if any) last charged or quoted to Purchaser for such Items, or (ii) Supplier's prevailing market price for such Items. As used in this Section, prevailing market price shall mean the lowest price at which goods or services the same as or substantially similar to the Items are offered to or sold by Supplier to any similar Purchaser, under similar circumstances, in quantities similar to those being purchased hereunder, within the period beginning 30 days before the date of this order and ending 30 days after delivery of the Items to Purchaser. Unless otherwise provided in this order, the price includes all applicable taxes and duties and all charges (including insurance) to deliver the Items to the destination specified by Purchaser.

3. Delivery or Completion Date(s). Time is of the essence for delivery of the Items to the Purchaser. If Purchaser has indicated on this order any completion date(s) or date(s) upon which the Items are to be delivered to Purchaser, Purchaser reserves the right to cancel this order if any such date is not met or if prior to any such date, Purchaser has reason to demand adequate assurance of due performance and such assurance is not forthcoming within 10 days after the date of Purchaser's demand. If a delivery or completion date is not specified on this order, a reasonable time will be allowed.

4. Title and Risk; Shipment. Unless otherwise indicated on this order, title and risk of loss with respect to the Items shall remain with Supplier until the Items have been delivered to and accepted by Purchaser, or an agent or consignee duly designated by Purchaser, at the location specified on this order. A packing slip must accompany each such shipment. If a shipment is to a consignee or agent of Purchaser, a copy of the packing slip shall be forwarded concurrently to Purchaser. If no packing slip is sent, the count or weight reported by Purchaser or its agent or consignee shall be final and binding upon Supplier with respect to such shipment.

5. Ownership. Supplier hereby assigns to Purchaser all intellectual property, moral rights, and proprietary rights in Supplier's work product, including but not limited to, inventions, devices, processes, designs, patents, patent applications, know-how, algorithms, techniques, content, documents, reports, illustrations, photographs, recordings, software (in binary and source code formats), databases, brands, logos, trademarks, domain name registrations, and social media accounts invented, developed, or created by Supplier on behalf of Purchaser in relation to the Items upon its applicable invention, creation, or development. Except to the extent licensed under a separate written agreement mutually agreed to by Purchaser and Seller, Seller hereby grants Purchaser a non-exclusive, perpetual, worldwide, royalty-free license to use any other intellectual property, moral rights, or proprietary rights not assigned herein but included in Items delivered to Purchaser.

6. Compliance with Laws. Supplier shall at all times comply with all Applicable Laws relevant to its duties, obligations and performance under this order, including Applicable Laws concerning bribery, including commercial bribery, corruption and related matters. Save for Permitted Expenses (as defined below), Supplier shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, directly or indirectly: (i) to any commercial contact in connection with the Purchaser's business; or (ii) to any Official (as defined below) in connection with either obtaining a business advantage for the Purchaser or improperly performing any function; in either case even if such an act is permitted under local law. Supplier represents and warrants that no such commercial contact or any Official holds any financial interest in Supplier, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in advance to the Purchaser. Supplier shall not accept any financial or other advantage from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of the Purchaser. Supplier shall promptly report any apparent breach of the preceding clauses in this paragraph to the Purchaser. Supplier shall (i) maintain accurate and complete records of all expenditures related to its performance of this order and make such records available to the Purchaser and/or any person authorized by the Purchaser on reasonable notice; (ii) answer, in reasonable detail, any written or oral enquiry from the Purchaser related to the Supplier's compliance with this paragraph; and (iii) facilitate the interview of staff employed by Supplier (or any agent of Supplier) at any reasonable time specified by the Purchaser related to Supplier's compliance with this Section.

For purposes of the preceding paragraphs, "Applicable Laws" means all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders applicable in the Falkland Islands; "Official" means any (i) official or employee of any government or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and "Permitted Expenses" means reasonable and bona fide travel, lodging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws. Purchaser shall have the right to terminate this order in effect on no notice, without liability, for breach of any provisions of this Section.

7. Changes. Purchaser shall have the right to make reasonable change requests (including, without limitation, additions and omissions) from time to time in the Items, their specifications, drawings, designs, quantity, packing instructions, destination, or delivery schedule. If any such change affects the price of the Items or the time required for Supplier's performance under this order, Supplier and Purchaser may negotiate an equitable adjustment in the price or delivery schedule or both, provided that all claims for adjustments under this section shall be made by Supplier to Purchaser in writing within 30 days after Purchaser makes the change to which the adjustment relates. No adjustment in the terms of this order shall be binding upon Purchaser unless Purchaser has agreed in writing to the same.

8. Inspection. Purchaser may inspect the Items during their manufacture, construction, or preparation at reasonable times and shall have the right to (a) inspect and (b) accept (or reject) such Items at the time of their delivery and/or completion. Notwithstanding previous inspection or acceptance by Purchaser, if defects or nonconformities for which Supplier is responsible under the terms of this order are revealed by subsequent inspection, analysis, manufacturing operations, use, or otherwise, Purchaser may reject or revoke its acceptance of any affected Items within a reasonable time after such defects or nonconformities are discovered.

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9. Warranty by Supplier. Supplier warrants all Items delivered hereunder will be free from defects in material and workmanship, will (where services) be carried out with all due skill, care and diligence, will be of good and merchantable quality, will conform strictly to any specifications, drawings, or samples which may have been provided to or furnished by Purchaser, will not infringe a third party's intellectual property rights, and will be fit for the particular purposes for which the Items are intended by Purchaser. Supplier further warrants that it will have good title to the Items free and clear of all liens and encumbrances and will transfer such title to Purchaser. All warranties of Supplier which are set forth in this section or in any other part of this order or which are implied by law shall survive any inspection, delivery, acceptance, or payment by Purchaser.

10. Indemnification Against Third Party Claims. Supplier shall, and does hereby, indemnify and agree to hold harmless and upon request, defend Purchaser, its Affiliates, agents and employees, and persons claiming through Purchaser (the "Indemnitees") from and against all claims, costs, losses, liabilities, demands and expenses incurred by the Indemnitees in any way, arising out of, by reason of, or in any way connected with, accidents, occurrences, infringements, or injuries to, or losses to or of any third party or any property of any third party (which may occur before or after acceptance of the Items by Purchaser) in any way due or resulting from, or alleged to be due or resulting from, in whole or in part, the Items, the design, manner of preparation, manufacture, construction, completion, delivery, or non-delivery of the Items by Supplier or any subcontractor or supplier of Supplier, or the failure of Supplier or any subcontractor or supplier of Supplier to give adequate warnings in connection with the Items.

11. Insurance. Supplier shall maintain, at its expense, such professional liability and other insurance policies with reputable insurers as are reasonable and adequate to provide coverage for its obligations and liabilities under this order for the full duration of such obligations and liabilities.

12. Contingencies. Purchaser shall have the option to terminate this order or to delay the delivery or completion of all or part of the Items if causes beyond the reasonable control of Purchaser make it unreasonable to accept delivery hereunder. Such causes include but are not limited to acts of God; war; force of arms; fire; the elements; strikes, picketing or labour disputes; accidents; governmental action, prohibition, or regulation; delay in transportation facilities; and the failure of any party to perform any contract with Purchaser which adversely affects Purchaser's need for the Items. Such termination or delay shall be without cost to Purchaser to the extent that the Items are standard stock goods which can be resold by Supplier and/or the Items include services which Supplier has not then yet performed. In all other cases, Supplier shall have the right to reasonable compensation for work performed up to the date of such termination by Purchaser or, in the case of delay, for reasonable handling and storage charges. All claims for compensation under this section shall be made by Supplier to Purchaser in writing within 30 days after Purchaser notifies Supplier of the termination or delay, as the case may be.

13. Confidentiality. Supplier shall disclose or transfer Confidential Information or Confidential Materials received from Purchaser. Supplier may use the Confidential Materials and Confidential Information only for the purpose of performing its obligations under this order. The Supplier agrees that any breach of this provision by the other would cause irreparable injury not adequately compensable with monetary damages. Accordingly, in addition to any rights otherwise available at law, in equity or by statute, Purchaser is entitled to injunctive and other equitable relief. For the purposes of this order, "Confidential Materials" shall mean any and all tangible media which is either clearly marked "CONFIDENTIAL" or would be deemed confidential by a reasonable person receiving such information and is provided by Purchaser to Supplier under this order. "Confidential Information" shall mean any information

contained in any Confidential Materials, but Confidential Information shall not include any information which (i) was in the public domain prior to the execution of this order, (ii) becomes part of the public domain through no wrongful action by the Supplier, (iii) was already known by Supplier without any breach of a confidentiality obligation by the disclosing party, or (iv) is independently developed

14. Purchaser's Specifications, Technical Data, Etc. Any specifications, drawings, notes, instructions, engineering notices, or technical data furnished by Purchaser to Supplier or referred to in this order shall be deemed to be incorporated herein by reference and subject to the Confidentiality obligations as if fully set forth. Supplier shall not, without Purchaser's prior written consent, disclose any such document or any information contained therein to any party other than those employees of Supplier who require the same for the performance of their duties in connection with this order.

15. Cancellation. Either party shall have the right to cancel this order by providing written notice upon the occurrence of any of the following events to the other party (in each case excluding where such event occurs for the purposes of a bona fide solvent reorganisation): (i) the appointment of or the application to a court for the appointment of a liquidator, administrator, manager, administrative receiver or receiver; (ii) entering into of a scheme of arrangement or composition with or for the benefit of creditors; (iii) a resolution or proposed resolution to wind up; (iv) ceasing to carry on business; or (v) undergoing any procedure comparable or analogous to any of the foregoing under the laws of any competent jurisdiction. The parties shall also be entitled to cancel this order by providing written notice if the other party is in material breach of any provision of this order and (where possible) fails to remedy that breach within 10 days of being given notice to do so by the other party. Should Purchaser cancel this order as provided in the preceding paragraph, Purchaser may, at its option and without prejudice to any other rights or remedies it may have, take possession of the Items in whatever stage of completion they may be, with or without pursuing any judicial process or remedy. Upon taking possession of the Items, Purchaser may, if the Items are not completed, complete or contract with any other person(s) to complete the Items, and Supplier shall be liable for all costs, expenses, or damages of any kind whatsoever which Purchaser has incurred or suffered.

16. Limitation on Assignment. Neither party may assign this order or any right thereunder without the prior written consent of the other except that Purchaser shall have the right to assign to any of its Affiliates.

17. Licenses. Supplier shall be required to obtain and pay for any licenses, permits, or inspections by public bodies required in connection with the manufacture, completion, or delivery of the Items.

18. Work on the Premises. Unless Supplier has entered into an agreement with Purchaser that includes background investigation, data privacy and security provisions, Supplier may not access Purchaser's (a) physical premises except when escorted by Purchaser employees or security personnel at all times or (b) computer systems, networks, databases, or protected personally identifiable information without express permission and oversight from Purchaser.

19. Privacy. If Supplier Processes any Personal Information as part of its performance under this Agreement, Supplier shall comply with all applicable obligations.

20. Purchaser's Rights or Remedies. Any rights or remedies granted to Purchaser in any part of this order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in any other part of this order and any other rights or remedies that Purchaser may have at law or in equity.

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21. **Entire Agreement.** This document, together with any (a) information or documents incorporated herein by reference and (b) signed, written agreements executed between the parties and related to the Items, shall be deemed to be the entire agreement between Purchaser and Supplier for the purchase of the Items and to constitute the complete and exclusive expression of the terms of the agreement. Neither party has relied upon any other prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter. Purchaser shall not be deemed to assent to any additional or contrary terms proposed by Supplier unless Purchaser has expressly agreed in writing to do so. If Supplier has made Purchaser an offer with respect to the Items, this order shall not operate as an acceptance of Supplier's offer, but rather be deemed to be a counter-offer.

22. **Severability.** In the event that any provision of this Order shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provisions.

23. **Governing Law.** This order (including non-contractual obligations) shall be governed by the laws of the Falkland Islands and each party hereby submits themselves to the exclusive jurisdiction of the Supreme Court for the Falkland Islands to resolve any and all disputes or claims arising out of or in connection with this order (including non-contractual disputes or claims)

24. **Employment by the Supplier.** Supplier shall ensure that for the entire period of this order that all persons that it may contract with to provide the Items (which shall include without limitation its employees, sole traders and sub-contractors) (for the purposes of this clause "Persons") shall remain employed by or contracted to the Supplier, that there will be no employment agreement or relationship between Purchaser and any Person, and that it will be responsible for payment of any salaries, fees, holiday pay and any benefits to which any Persons may be entitled. Supplier further agrees that it is responsible for submitting or procuring the submission of all necessary forms for the payment of all taxes and contributions of any kind whatsoever that may become due and payable to Persons as a result of the provision of Items hereunder. Supplier further agrees that for the entire period of this order that it complies with all anti-discrimination legislation under applicable law. Supplier will indemnify and keep indemnified Purchaser against any liability, loss, damage, cost, claim or expense Purchaser suffers or incurs as a result of any claim that any Person is an employee, worker or contractor of Purchaser and of any breach of this clause.

25. **Non fettering.** Nothing contained or implied in this order shall prejudice or affect the rights powers duties and obligations of the Government of the Falkland Islands in the exercise of its functions as a public authority and the rights powers duties and obligation of the Government of the Falkland Islands under all statutes byelaws orders and regulations may be as fully and effectually exercised as if the Government of the Falkland Islands was not a party to this order.