

## CONDITIONS OF PURCHASE ("CONDITIONS")

### **1. DEFINITIONS**

In these Conditions and all documents relating to the Order "Buyer" means Carnival plc trading in the name of the cruise brand(s) named in the relevant Order; "Goods" means the articles, products and materials to be provided by Supplier; "Services" means the services to be performed by Supplier; "Supplier" means the person, firm or company with whom the Order is placed; "Order" means Buyer's order and any amendment thereto; and "Article(s)" means all Goods and/or Services described in the Order; "Specification" means Buyer's technical specification or requirements for the Articles together with any applicable policies of Buyer as notified to Supplier by Buyer from time to time; "Data Protection Law" means the General Data Protection Regulation 2016, the Data Protection Act 2018 and all other applicable laws and regulations from time to time in force relating to data protection, privacy and the processing of personal data.

### **2. ACKNOWLEDGEMENT AND ACCEPTANCE**

These Conditions prevail over any other terms and conditions, which may be contained in Supplier's quotation, catalogue, price list, order acknowledgement or any other document or correspondence of Supplier. These Conditions shall apply exclusively to each Order unless otherwise agreed in writing and except to the extent that they may be inconsistent with any special conditions incorporated in an Order. The Order number shall be quoted in all correspondence relating to the Order. Any Order made by Buyer constitutes an offer, subject to these Conditions, to purchase the Articles. Supplier is deemed to accept an Order when it acts on it, and the despatch or delivery of the Goods and/or the provision of the Services will be deemed conclusive evidence of Supplier's acceptance of these Conditions. Any proposal by Supplier to change the Conditions is rejected and shall not be effective unless agreed in writing by an authorised officer of Buyer.

### **3. CONFORMITY WITH ORDER**

The Articles shall conform to these Conditions, the relevant Order and Specification and any other requirements as notified to Supplier. It is a requirement of each Order that Goods bearing "Use By" and/or "Best Before" dates are either supplied from Supplier's stock with the longest remaining shelf life or are bought in/manufactured by Supplier to provide the longest possible shelf life for Buyer. Any Specification supplied by Buyer to Supplier, or specifically produced by Supplier for Buyer in connection with an Order, together with the copyright, design rights or any other intellectual property rights in the Specification, will be the exclusive property of Buyer.

### **4. PRICE**

The price of the Articles is that stated in the Order ("the Price"). Unless otherwise stated in the Order, Prices shall be fixed and firm and inclusive of all levies, taxes, duties, packing and delivery of the Articles to their destination specified in the Order. The Prices shown on each Order are complete, and no additional charges of any kind shall be added without Buyer's express written consent.

### **5. DELIVERY**

The delivery dates shown on the face of the Order are critical to Buyer's schedules. **TIME THEREFORE IS OF THE ESSENCE, AND SUPPLIER SHALL BE RESPONSIBLE FOR ALL EXPENSES, COSTS, LOSSES AND DAMAGES OF ANY KIND INCURRED OR SUFFERED BY BUYER AND BY THE ULTIMATE BUYERS AND USERS CAUSED BY ANY DELAY OF SUPPLIER, REGARDLESS OF CAUSE, BEYOND THE SCHEDULED DELIVERY DATES.** Articles shall be delivered in the quantities and on the dates or within the periods specified in the Order to the place(s) named therein. Goods shall be properly packed and secured in such manner as to reach their destination so that upon arrival they conform in all respects with the Order. Risk in the Goods shall pass to Buyer on delivery. Title to the Goods shall pass to Buyer on the earlier of payment, appropriation of the Goods to the Order or delivery and acceptance by Buyer. Transfer of such title and risk shall not in any way prejudice Buyer's rights of rejection hereunder. If any or all of the Articles are not delivered on the date(s) or in the quantities specified in the relevant Order, Buyer shall be entitled to accept or reject (in whole or in part) any such Articles and, in the case of Goods, return rejected Goods at Supplier's risk and expense without prejudice to any other of its rights. Buyer shall also be entitled to recover from Supplier any monies paid by Buyer in respect of such returned Goods together with any additional expenditure reasonably incurred by Buyer in obtaining other Goods in replacement. Where appropriate, Goods delivered shall be accompanied by a Material Safety Data Sheet. Supplier shall be responsible for obtaining proof of delivery of the Articles from the authorised representative of Buyer.

### **6. INVOICING AND PAYMENT**

Unless agreed in writing to the contrary by an authorised officer of Buyer, payment against each proper invoice submitted by Supplier for Articles delivered and accepted will be made within 60 days net of the date of such invoice ("the Payment Period"). Supplier shall not issue any invoice to Buyer before delivery of the Articles unless otherwise agreed by the parties in writing. If the Price for Articles delivered and accepted is not paid within the Payment Period Supplier is not entitled to suspend deliveries but Supplier may charge interest at 2% per annum above the Bank of England base rate at the time. Such interest will accrue on a daily basis from the time payment is overdue until the Price is paid in full. Buyer shall not be liable for such interest in relation to payments for Article(s) not accepted or otherwise notified to Supplier as being in dispute. All invoices must detail the relevant Order number and description of Articles as shown in the Order. Shipping charges and taxes, or any other additional charges for which Buyer has agreed to pay, and for which it has not furnished an exemption certificate, shall be itemised separately on the invoice. Invoices must be sent to Buyer in accordance with Buyer's invoicing policy, a copy of which is available on request.

### **7. VAT & HM REVENUE & CUSTOMS REQUIREMENTS**

Supplier, if a trader registered for VAT in the UK, may zero rate the Articles on each Order provided the following points are adhered to (i) the Order states on the face that the Articles ordered are destined for ship stores or repairs to a named ship that will depart the UK for a non-UK destination within one month of the time of the supply and the Articles are eligible for VAT zero rating under Articles 15.4, 15.6 and 15.7 of the EC Sixth VAT Directive; (ii) Supplier retains the original Order given by the Master or responsible officer as proof of ability to zero rate the Articles; (iii) Supplier makes a similar statement to that on the face of the Order, on the delivery note and sales invoice; (iv) the Articles are delivered to the ship either directly or through a freight forwarder, or are addressed and delivered to the Master of the named ship c/o Buyer or Buyer's agent; and (v) a receipt is obtained by Supplier, from and signed by the Master or responsible officer.

### **8. COMPLIANCE WITH LAWS AND ANTI-CORRUPTION**

8.1 Supplier shall comply with all applicable laws and regulatory requirements in all relevant jurisdictions in connection with the supply of the Articles. In particular, if Supplier is processing personal data (within the meaning of applicable Data Protection Law) on behalf of Buyer it will comply fully with its obligations under Data Protection Law and shall take such steps as are requested by Buyer from time to time to enable Buyer to comply with Buyer's obligations under Data Protection Law. Supplier shall process and use personal data only to the extent strictly necessary to perform its obligations under these Conditions and in accordance with Buyer's instructions from time to time and shall implement and maintain adequate and appropriate technical and organisational measures to protect personal data. Supplier shall not transfer, access or process any personal data outside the European Union without the express prior written consent of Buyer. Supplier undertakes to enter into Buyer's standard Data Processor Agreement upon request.

8.2 Supplier represents, warrants, and covenants that it has not and will not take any action that would cause Buyer, its affiliates, personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the US Foreign Corrupt Practices Act ("FCPA"), US commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.

8.3 At all times while Supplier provides the Articles and for at least two (2) years thereafter, Supplier shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with Supplier's performance of the Order and/or these Conditions. Buyer or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of Supplier which are in any way related to the Order and/or these Conditions. Supplier shall provide to Buyer or its designee any information reasonably required to (a) understand the materials contained in any such books, records and accounts; (b) trace any payments or expenditures in any way related to Buyer business; and (c) ensure that Supplier has complied fully with the terms of the Order and/or these Conditions and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.

### **9. WARRANTY**

Supplier expressly warrants that all Articles furnished under each Order (A) shall conform to all requirements, Specifications, drawings, descriptions, samples and standards set forth in or incorporated by reference into the relevant Order, will be new, and will be free from defects in material and workmanship, latent or patent; (B) shall be of satisfactory quality, and will be safe and appropriate for the purpose for which Articles of that kind

are normally used or which has otherwise been made known to Supplier; (C) are in compliance with all applicable industry standards, laws, rules and regulations, without limiting any requirement to comply with higher standards as required under the relevant Order; (D) in the case of Goods, are sold to Buyer with good marketable title, free from claims, including those of infringement or the like, liens, or encumbrances of any third party (E) in the case of Services, will be performed by appropriately qualified and trained personnel with due care and diligence and to such standard of high quality and performance as it is reasonable for Buyer to expect from a fully qualified and experienced provider of the Services. The inspection, testing, acceptance, or use of or payment for the Articles furnished under an Order shall not affect Supplier's obligations under these warranties. Supplier's warranties are for the benefit of Buyer, its successors, assigns and customers and users of Articles sold by Buyer or used in its trade. Without affecting any other remedy of Buyer, if within 12 months of the date of delivery of the Goods or performance of the Services or, if longer, the stated shelf life of Goods or other agreed warranty period, it is discovered that the Articles do not comply with the above warranties, Supplier agrees, at Buyer's option, to promptly replace defective Goods, correct defects in any Goods and/or re-perform any Services, without expense to Buyer, when notified of such non-conformity by Buyer. In the event of failure of Supplier to undertake such replacement, correction or re-performance promptly, Buyer, after reasonable notice to Supplier, may undertake such replacement, correction or re-performance and charge Supplier for the costs incurred by Buyer in so doing.

### **10. AMENDMENTS**

Buyer may unilaterally by an amendment to an Order make changes within the general scope of the Order to the shipping or packaging instructions, the technical requirements, the delivery dates, the place(s) of delivery or the quantity of Articles within the Order. Supplier shall comply with any and all of the above change(s) without delay and the parties shall subsequently agree to an equitable adjustment to the cost of the Order.

### **11. ACCESS**

Representatives of Buyer shall at all reasonable times have access to Supplier's works or place(s) of business in connection with the performance by Supplier of the Order, including, where appropriate, for the inspection and testing of the Goods. Supplier shall ensure the same access to the premises of its sub-contractors. If as a result of the inspection or testing Buyer is not satisfied that the Goods will comply in all respects with the Order and (where applicable) the Specification, and Buyer so informs Supplier within 7 days of inspection or testing, Supplier will take such steps as are necessary to ensure compliance.

### **12. INSURANCE**

During the term of each Order Supplier shall maintain, with reputable insurers, sufficient insurance coverage to ensure that Supplier is able to meet all its obligations to Buyer and any third party which may arise out of each Order.

### **13. TERMINATION**

(A) Buyer may terminate any Order in whole or in part, without cause, at any time upon notice to Supplier. Supplier shall, as directed by Buyer, stop work and the placement of further orders or subcontracts, terminate work under orders and subcontracts outstanding, and take any action necessary to protect property in Supplier's possession in which Buyer has or may acquire an interest. Supplier shall be entitled to a reasonable price for the work in progress relating to the Order at the date of its termination. Buyer is not liable for any other cost, expense, loss, damage or liability arising from any cancellation. Any claims for payment under this clause 13(A) must be asserted by Supplier within 45 days of receipt of such notice of termination. (B) Buyer may cancel and terminate any Order in the event of: (i) Supplier being unable to pay its debts as they fall due; (ii) Supplier making any voluntary arrangement with its creditors, (iii) Supplier, being an individual or firm, becoming bankrupt, (iv) Supplier, being a company, becoming subject to an administration order or going into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), (v) an encumbrancer taking possession of, or a receiver being appointed over, any of the property or assets of Supplier, (vi) Supplier ceasing or threatening to cease to carry on business, (vii) Supplier suffering any event analogous to those stated above in any jurisdiction, (viii) the failure by Supplier to produce and deliver acceptable Articles in accordance with the delivery schedule set out in relevant Order, or to comply with any other obligation under the relevant Order, or ix) Supplier repeatedly breaching any of these Conditions 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 parties' agreement. In the event of termination for any cause under section (B) of this clause Buyer shall not be liable to Supplier for termination costs and Buyer may produce, purchase or otherwise acquire Articles elsewhere on such terms and in such manner as Buyer may deem appropriate, and Supplier shall be liable to Buyer for any excess costs and other procurement expenses incurred by Buyer. (C) Buyer reserves the right to require Supplier to suspend deliveries of the Articles in the event of any strike, lockout, fire, accident, or stoppage of Buyer's business or work or other event beyond the reasonable control of Buyer which prevents or hinders the use of the Articles and payment therefore shall be postponed until such time as the deliveries are resumed and Buyer shall incur no liability to Supplier by reason of the suspension.

### **14. INDEMNITIES**

Supplier shall defend (by counsel satisfactory to Buyer), indemnify and hold Buyer and its parents, subsidiaries, affiliates, and related companies (and each of their officers, employees, agents, customers and other suppliers) harmless from and against any and all claims, demands, suits, proceedings, costs, liabilities, expenses, royalties, profits, judgments, fines or penalties, including interest, court costs and legal fees (together "the Liability"), which, in whole or in part, arise out of or in connection with any of the following: (i) any actual or alleged failure of Supplier, or the Articles delivered under an Order, to comply with any applicable international, national or local laws, orders, rules, standards or regulations; (ii) any actual or alleged manufacturing, design or other defect (including without limitation latent defects) in the Articles including without limitation where such defects give rise to liabilities in tort or product liability; (iii) any actual or alleged infringement or violation of any patent or registered design, copyright, trademark, trade name, license or other proprietary right of any third party relating to the sale, manufacture or use of the Articles; (iv) any actual or alleged breach of Supplier's warranties; (v) acts or omissions of Supplier (or its officers, employees, agents or subcontractors) in the performance of Services under an Order; or (vi) any claims under applicable employment or similar laws or obligations of employees of Supplier, its agents or subcontractors. Buyer may be represented by and actively participate in any defence or settlement of the Liability if it so desires, and the cost of such representation shall be paid for by Supplier.

### **15. LAW AND JURISDICTION**

Each Order shall be construed and shall take effect in accordance with English law and the parties hereby submit to the jurisdiction of the English Courts provided that nothing in these Conditions shall limit the right of Buyer to bring proceedings in any other jurisdictions whether concurrently or not.

### **16. GENERAL**

(A) **ENTIRE AGREEMENT & AMENDMENT.** An Order together with these Conditions and any documents referred to herein or in such Order constitutes the complete and exclusive agreement between the parties. All prior and contemporaneous agreements, understandings and proposals, oral or written, between the parties relating to this subject are null and void and are superseded by the Order. Each Order may be modified only by a written notice signed by Buyer. (B) **REMEDIES.** No remedy conferred on Buyer by any of the specific provisions of an Order is intended to be exclusive of any other remedy and each remedy shall be cumulative, may be exercised separately or concurrently, and is in addition to every other remedy available to Buyer. (C) **WAIVER/SEPARABILITY.** No failure or forbearance of Buyer to exercise any of its rights or remedies under the provisions of any Order shall constitute a waiver of that or any other provision or prevent Buyer from subsequently exercising any such rights or remedies in full. If by reason of any enactment of judgement any provision of any Order is deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of the Order shall be unaffected and shall remain in full force and effect. (D) **ASSIGNMENT.** Supplier shall not delegate or subcontract its performance nor assign any rights or claims under an Order without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole discretion. Any such attempted delegation, subcontracting or assignment shall be void. (E) **CONTINUING OBLIGATIONS.** Each party's rights and obligations under clauses 8, 9, 14, 16(B) and 16(F) shall survive cancellation, completion or termination of an Order. (F) **CONFIDENTIAL INFORMATION.** Supplier shall not disclose information concerning Buyer's or its group companies' business obtained by Supplier in performing any Order to any other person, firm or entity. (G) **PACKAGING.** To help enable Buyer to meet the requirements of international law relating to marine pollution, Supplier should, where possible, avoid the use of plastics in the packaging of Goods. (H) **BUSINESS PARTNER CODE OF CONDUCT.** Supplier acknowledges that Buyer has established a Business Partner Code of Conduct and Ethics that can be found <http://carnivaluksupplier.co.uk/SupplierDocuments.aspx>. Supplier shall fully comply with the requirements set out in Buyer's Business Partner Code of Conduct and Ethics and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Articles. A failure by Supplier to comply with its obligations pursuant to this clause shall constitute a material breach of these Conditions entitling Buyer to terminate any associated Order immediately upon

written notice to Supplier. (I) HUMAN RIGHTS. In connection with the supply of the Articles, Supplier shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015. Supplier acknowledges that Buyer publishes a statement pursuant to the Modern Slavery Act 2015 that can be found at <http://carnivaluksupplier.co.uk/SupplierDocuments.aspx>. Supplier hereby confirms its commitment to adopting practices that support the requirements and principles set out in Buyer's Modern Slavery Act statement. (J) TRADE SANCTIONS. Buyer is committed to comply fully with all relevant economic sanctions, trade embargoes, trade restrictions and export control laws, including without limitation those imposed by the United Kingdom, the European Union and the United States, including but not limited to, His Majesty's Treasury through the Office of Financial Sanctions Implementation ("OFSI"), the Department for Business and Trade, any competent authority of a Member State of the European Union, the U.S. Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, and the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), as set forth in 31 C.F.R. 500-598 and certain executive orders (collectively "Trade Control Laws"). In performance of its obligations pursuant to the Order and these Conditions, Supplier shall comply with all applicable Trade Control Laws including, but not limited to, import or export control laws and will not take or fail to take any action that would cause Buyer, its personnel, or anyone acting on its behalf to be in violation of or be subjected to penalties under applicable Trade Control Laws. Before delivering or otherwise providing Articles to Buyer, Supplier must obtain any licenses, permits or other governmental authorizations required under applicable Trade Control Laws, and shall notify Buyer the export control classification numbers and when such licenses, permits or authorizations are required based on the nature of Articles being procured by Buyer from Supplier. Supplier represents and warrants that no person assigned by it to provide the Articles or any part thereof to Buyer is: (i) ordinarily resident in, or exclusively a citizen of, countries or territories subject to comprehensive sanctions and/or export restrictions under Trade Control Laws (currently, Cuba, Iran, North Korea, Syria, the Donetsk People's Republic, the Luhansk People's Republic, Kherson and Zaporizhzhia Regions, and the Crimea region, as may be updated from time to time (collectively, "Sanctioned Countries")); (ii) any agency, instrumentality or otherwise a part of the government of any of the Sanctioned Countries or Venezuela; (iii) included on any of the restricted party lists maintained under Trade Control Laws, including but not limited to the Specially Designated Nationals ("SDN") List, Sectoral Sanctions Identification ("SSI") List, the Non-SDN Menu-Based Sanctions ("NS-MBS") List, and Foreign Sanctions Evaders List maintained by OFAC, the Entity List, Unverified List or Denied Persons List maintained by BIS, United Nations Consolidated List, the European Union Consolidated List, the UK Consolidated List of Financial Sanctions Targets, or the Australia Foreign Affairs Consolidated List; or (iv) owned (individually or in the aggregate at 50% or greater level) or controlled, directly or indirectly, by, or acting on behalf of, any individual, or entity that is described in (i)-(iii) above (each a "Restricted Party"). In performance of its obligations, Supplier will not use products, commodities, materials, raw materials, or other supplies sourced, manufactured in or otherwise obtained directly or indirectly, in whole or in part, from or through (i) Sanctioned Countries or (ii) any Restricted Party. Supplier further represents and warrants that the Articles are not being supplied, delivered, made available, imported and/or provided to Buyer in contravention of any applicable Trade Control Laws and would not place the Buyer in contravention of the same. Supplier will not use iron and steel products listed in Annex XVII of Council Regulation (EU) No 833/2014 if they incorporate products listed in that Annex originating in Russia. In the event that Supplier becomes aware of any violation of this clause, Supplier shall immediately notify Buyer of such in writing. A failure by Supplier to comply with any of their obligations pursuant to this clause shall constitute a material breach of the Order and the Terms entitling Buyer to terminate any or all Orders placed by Buyer immediately upon written notice to Supplier, without prejudice to the right to claim compensations for the damages suffered in connection with such breach.

## **TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES ("THE TERMS")**

The following terms apply to the purchase of services by Carnival plc trading as Carnival UK with a place of business at Carnival House, 100 Harbour Parade, Southampton, SO15 1ST ("Carnival") and, unless expressly agreed in writing by Carnival, shall take precedence over any terms and conditions or other form of contract that might be submitted by Provider, regardless of the time of submission.

### **1. INTERPRETATION**

In these Terms the following terms shall have the meanings given below:-

"**Charges**" means the sums detailed in the applicable Order and payable to Provider by Carnival in accordance with these Terms;

"**Confidential Information**" means in relation to either party all business, technical, marketing and financial information, data and computer programs whether marked as confidential, or not;

"**Data Protection Law**" means the General Data Protection Regulation 2016, the Data Protection Act 2018 and all other applicable laws and regulations from time to time in force relating to data protection, privacy and the processing of personal data;

"**Deliverables**" means any work product created by Provider for Carnival pursuant to the Services including but not limited to all Materials and Pre-Existing Materials;

"**Force Majeure**" means anything affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control;

"**Materials**" means all materials acquired or created by Provider or on Provider's behalf for Carnival in relation to the performance of the Services by Provider;

"**Order**" means a purchase order for Services issued by Carnival and incorporating these Terms;

"**Pre-Existing Materials**" means all materials provided by Provider relating to the Services which existed prior to the commencement of work under these Terms;

"**Provider**" means a party appointed by Carnival to provide Services in accordance with these Terms; and

"**Services**" means the services detailed in the applicable Order to be carried out by Provider in accordance with the provisions of these Terms.

### **2. ENTIRE AGREEMENT**

These Terms, along with any Order that is subject to them and any documents referred to herein or in such Order constitute the entire agreement between Carnival and Provider in respect of the provision of the Services, and supersede all other written understandings and agreements with respect to the matters referred to herein. Each party acknowledges that no other agreement or statement not contained in these Terms or an Order shall be valid and binding on either party, save that Provider shall be bound by Carnival's reasonable additional instructions from time to time in relation to the performance of the Services.

### **3. DELIVERY AND QUALITY OF SERVICE**

3.1 Provider warrants that the Services shall be performed with all due skill, care and diligence, by appropriately qualified and trained personnel and to such standard of high quality and performance as it is reasonable for Carnival to expect from a fully qualified and experienced provider of the Services in accordance with the provisions of the applicable Order and Carnival's instructions from time to time, including any applicable Carnival policies as notified to Provider by Carnival.

3.2 Provider shall perform the Services in accordance with any timetables set out in the applicable Order. Other than where such delay is caused by any act or omission on the part of Carnival, should Provider fail to perform the Services in accordance with such timetables then, without prejudice to any other remedy that might be available to Carnival, Provider shall pay to Carnival a sum by way of liquidated damages calculated at a value of 1 percent of the total Charges for each day of delay, up to a maximum of 10 percent of the total Charges. Carnival may set-off any liquidated damages payable under this clause 3.2 against payment of the Charges.

### **4. CHARGES AND PAYMENT**

In consideration of the proper performance of the Services, Carnival shall pay the Charges to Provider in accordance with the payment schedule set out in the applicable Order. Carnival shall pay the Charges within 60 days net of the date of Provider's valid invoice for the same. In the event of a bona fide dispute concerning the Charges or any part of them, Carnival may pay the undisputed portion in accordance with the foregoing terms and any agreed balance upon resolution of such dispute.

### **5. OWNERSHIP OF MATERIALS**

5.1 Subject to clause 5.2 below, Provider agrees that the Materials and all intellectual property rights therein shall vest in Carnival and Provider hereby assigns to Carnival all such rights (whether presently existing or to be created in the future). Carnival hereby grants Provider a royalty free, non-exclusive licence to use the Materials to the extent necessary in connection with these Terms.

5.2 The Pre-Existing Materials and all intellectual property rights therein shall remain vested in Provider. Provider hereby grants Carnival a royalty free, non-exclusive, perpetual licence to use the Pre-Existing Materials to the extent necessary to make use of the Materials and the Services.

### **6. WARRANTIES, INDEMNITIES AND LIABILITY**

6.1 Provider warrants that none of the Deliverables will infringe or misappropriate any intellectual property right, trade secret or other proprietary right of any third party. If notified promptly in writing of a claim that a Deliverable infringes or misappropriates any intellectual property right, trade secret or other proprietary right of any third party, Provider shall indemnify and hold Carnival and its officers, directors and employees harmless against all costs, damages, losses and expenses (including reasonable legal fees) arising from such claim. Carnival shall cooperate reasonably with Provider in the defence, settlement or compromise of any such claim.

6.2 Subject to the remainder of this clause 6, Provider hereby agrees to indemnify and hold harmless Carnival from and against any and all expense, liability, loss or claim (including reasonable legal fees) suffered by Carnival and arising in connection with these Terms, except to the extent that such expense, liability, loss or claim arises solely from the negligence or wilful default of Carnival.

6.3 Without prejudice to Carnival's obligation to pay the Charges, and subject to clause 6.5, Carnival's total liability arising from or in connection with these Terms (whether arising in contract, tort or in any other manner) shall be limited with respect to any one event or series of events to a sum equal to the Charges.

6.4 Neither party shall have any liability to the other for any indirect, special or consequential loss or for any loss of profit.

6.5 Nothing in these Terms shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence or for damage or liability incurred as a result of fraud or fraudulent misrepresentation.

### **7. CONFIDENTIAL INFORMATION**

7.1 Neither party shall disclose to any third party any Confidential Information which it receives from the other in relation to the performance of the Services by Provider without the other party's prior written consent, and will only use such Confidential Information for the purposes of fulfilling its obligations under these Terms. Each party shall only disclose the Confidential Information to those of its employees and officers who have a need to know for the purposes of performing these Terms and provided that such employees and officers are subject to an express duty of confidentiality.

7.2 For the avoidance of doubt, the obligations contained in clause 7.1 shall not extend to any Confidential Information which (i) the recipient can demonstrate was already known to it; (ii) becomes known or generally available to the public (other than by act of the recipient) subsequent to its disclosure; (iii) is disclosed or made available in writing to the recipient by a third party having a bona fide right to do so and without similar confidentiality obligations; (iv) is independently developed by the recipient; or (v) is required to be disclosed by process of law or by a government regulator, stock exchange or similar entity.

### **8. COMPLIANCE WITH LAWS AND ANTI-CORRUPTION**

8.1 Provider shall comply with all applicable laws and regulatory requirements in all relevant jurisdictions in connection with the performance of the Services. In particular, if Provider is processing personal data (within the meaning of applicable Data Protection Law) on behalf of Carnival it will comply fully with its obligations under Data Protection Law and shall take such steps as are requested by Carnival from time to time to enable Carnival to comply with Carnival's obligations under Data Protection Law. Provider shall

process personal data only to the extent strictly necessary to perform the Services and in accordance with Carnival's instructions from time to time and shall implement and maintain adequate and appropriate technical and organisational measures to protect personal data. Provider shall not transfer, access or process any personal data outside the European Union without the express prior written consent of Carnival. Provider undertakes to enter into Carnival's standard Data Processor Agreement upon request.

8.2 Provider represents, warrants, and covenants that it has not and will not take any action that would cause Carnival, its affiliates, personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the US Foreign Corrupt Practices Act ("FCPA"), US commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.

8.3 At all times while the Provider provides the Services to Carnival and for at least two (2) years following, Provider shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with Provider's performance of the Order and/or these Terms. Carnival or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of Provider which are in any way related to the Order and/or these Terms. Provider shall provide to Carnival or its designee any information reasonably required to (a) understand the materials contained in any such books, records and accounts; (b) trace any payments or expenditures in any way related to Carnival business; and (c) ensure that Provider has complied fully with the terms of the Order and these Terms and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.

### **9. TERMINATION**

9.1 Carnival may terminate the provision of the Services at any time prior to their scheduled completion date by giving notice in writing to Provider whereupon it shall reimburse Provider for any pre-agreed and verifiable wasted costs in relation to such early termination.

9.2 Either party may terminate the provision of the Services forthwith by giving notice in writing to the other party if the other party (i) is in default of any obligation under these Terms and, if the default is capable of remedy, shall have failed to remedy the default within thirty (30) days of written notice requiring its remedy; (ii) repeatedly breaches any of these Terms 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 parties' agreement; or (iii) convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

9.3 Termination of the provision of the Services for any reason shall not affect any accrued rights or liabilities of either party nor shall it affect the continuation in force of any provisions of these Terms which are expressly or impliedly intended to continue in force after such termination.

### **10. STATUS OF PROVIDER**

10.1 Provider is an independent contractor. Provider shall not be the agent, servant, or employee of Carnival and Provider will not hold itself out as such.

10.2 Provider shall be fully responsible for and shall indemnify Carnival for and in respect of: any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.

### **11. FORCE MAJEURE**

Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever due to Force Majeure. Notwithstanding the foregoing, each party shall use reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure. If the Force Majeure prevails for a continuous period in excess of one month, the non-claiming party shall be entitled to terminate the provision of the Services immediately by giving notice in writing to the other party.

### **12. TRANSFER**

Provider may not assign, subcontract or transfer its obligations under an Order, or any part, share or interest in it, without the written consent of Carnival. These Terms and all rights under them may be assigned or transferred by Carnival.

### **13. SERVICE OF NOTICES**

All notices or instructions to be given under these Terms shall be in writing, correctly addressed and served by sending the same to the relevant party at the address set forth in the applicable Order unless either party notifies the other in writing of a new address.

### **14. AMENDMENTS TO AGREEMENT**

These Terms shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of Carnival and by a duly authorised representative of Provider.

### **15. SEVERABILITY AND WAIVER**

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect. The failure of either party to insist upon strict performance of any provision of these Terms, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof.

### **16. LAW AND JURISDICTION**

These Terms shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

### **17. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

None of the provisions of these Terms are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party on an Order.

### **18. INSURANCE**

During the term of each Order, Provider shall maintain, with reputable insurers, sufficient insurance coverage to ensure that Provider is able to meet all its obligations to Carnival and any third party which may arise out of each Order.

### **19. BUSINESS ETHICS**

19.1 Provider acknowledges that Carnival has established a Business Partner Code of Conduct and Ethics that can be found <http://carnivaluksupplier.co.uk/SupplierDocuments.aspx>. Provider shall fully comply with the requirements set out in Carnival's Business Partner Code of Conduct and Ethics and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Services. A failure by Provider to comply with its obligations pursuant to this clause shall constitute a material breach of these Terms entitling Carnival to terminate any associated Order immediately upon written notice to Provider.

19.2 In connection with the supply of the Services, Provider shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015. Provider acknowledges that Carnival publishes a statement that can be found at <http://carnivaluksupplier.co.uk/SupplierDocuments.aspx>. Provider hereby confirms its commitment to adopting practices that support the requirements and principles set out in Carnival's Modern Slavery Act statement.

19.3 Carnival is committed to comply fully with all relevant economic sanctions, trade embargoes, trade restrictions and export control laws, including without limitation those imposed by the United Kingdom, the European Union and the United States, including but not limited to, His Majesty's Treasury through the

Office of Financial Sanctions Implementation (“OFSI”), the Department for Business and Trade, any competent authority of a Member State of the European Union, the U.S. Department of Commerce Bureau of Industry and Security’s (“BIS”) Export Administration Regulations (“EAR”), 15 C.F.R. 730-774, and the economic sanctions programs administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), as set forth in 31 C.F.R. 500-598 and certain executive orders (collectively “Trade Control Laws”). In performance of its obligations pursuant to the Order and these Terms, Provider shall comply with all applicable Trade Control Laws including, but not limited to, import or export control laws and will not take or fail to take any action that would cause Carnival, its personnel, or anyone acting on its behalf to be in violation of or be subjected to penalties under applicable Trade Control Laws. Before delivering or otherwise providing Services to Carnival, Provider under applicable Trade Control Laws, and shall notify Carnival the export control classification numbers and when such licenses, permits or authorizations are required based on the nature of the Services being procured by Carnival from Provider. Provider represents and warrants that no person assigned by it to provide the Services or any part thereof to Carnival is: (i) ordinarily resident in, or exclusively a citizen of, countries or territories subject to comprehensive sanctions and/or export restrictions under Trade Control Laws (currently, Cuba, Iran, North Korea, Syria, the Donetsk People’s Republic, the Luhansk People’s Republic, Kherson and Zaporizhzhia Regions, and the Crimea region, as may be updated from time to time (collectively, “Sanctioned Countries”)); (ii) any agency, instrumentality or otherwise a part of the government of any of the Sanctioned Countries or Venezuela; (iii) included on any of the restricted party lists maintained under Trade Control Laws, including but not limited to the Specially Designated Nationals (“SDN”) List, Sectoral Sanctions Identification (“SSI”) List, the Non-SDN Menu-Based Sanctions (“NS-MBS”) List, and Foreign Sanctions Evaders List maintained by OFAC, the Entity List, Unverified List or Denied Persons List maintained by BIS, United Nations Consolidated List, the European Union Consolidated List, the UK Consolidated List of Financial Sanctions Targets, or the Australia Foreign Affairs Consolidated List; or (iv) owned (individually or in the aggregate at 50% or greater level) or controlled, directly or indirectly, by, or acting on behalf of, any individual, or entity that is described in (i)-(iii) above (each a “Restricted Party”). In performance of its obligations, Provider will not use products, commodities, materials, raw materials, or other supplies sourced, manufactured in or otherwise obtained directly or indirectly, in whole or in part, from or through (i) Sanctioned Countries or (ii) any Restricted Party. Provider further represents and warrants that the Services are not being supplied, delivered, made available, imported and/or provided to Carnival in contravention of any applicable Trade Control Laws and would not place Carnival in contravention of the same. Provider will not use iron and steel products listed in Annex XVII of Council Regulation (EU) No 833/2014 if they incorporate products listed in that Annex originating in Russia. In the event that Provider becomes aware of any violation of this clause, Provider shall immediately notify Carnival of such in writing. A failure by Provider to comply with any of their obligations pursuant to this clause shall constitute a material breach of the Order and the Terms entitling Carnival to terminate any or all Orders placed by Carnival immediately upon written notice to Provider, without prejudice to the right to claim compensations for the damages suffered in connection with such breach.