

## **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 shall fully comply with all relevant economic sanctions, trade embargoes and restrictions, and import and export control laws, as set forth in the terms and obligations accessible at: <https://www.carnivalcorp.com/vendors-suppliers/sanctions-and-trade-control-compliance-clauses/> These terms and obligations may be revised from time to time. It is imperative that Provider regularly review the linked content to ensure ongoing full compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Services. A copy of these terms and obligations can be provided by Carnival upon request.

8.3 Provider acknowledges that Carnival has established a Business Partner Code of Conduct and Ethics that can be found <https://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 and the provision of any Services immediately upon written notice to Provider.

8.4 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 pursuant to the Modern Slavery Act 2015 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 Statement.

8.5 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 U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.

8.6 At all times while the Provider provides the Services to Carnival, and for at least two (2) years after, the 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 the 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 an 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's 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.

8.7 Provider acknowledges that Carnival has adopted Ethical and Responsible Sourcing Principles, which are detailed in Carnival's PROCUREMENT AND SUPPLY CHAIN BUSINESS PARTNER ETHICAL AND RESPONSIBLE SOURCING MANUAL (the "Manual"), as may be updated from time to time. Provider hereby confirms its commitment to adopting and incorporating the requirements set out in the Manual in its own organisation and supply chains. Provider shall comply with all relevant Sustainable Sourcing Standards issued by Carnival from time to time, in relation to the Services. To help enable Carnival to comply with the requirements of international law relating to marine pollution, where applicable, Provider shall take all reasonable steps to avoid the use of unnecessary plastics in the packaging of any goods supplied to Carnival in connection with the Services.

### **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.