8 SHIP MANAGEMENT PTE LTD

1. PURPOSE AND APPLICATION

These General Terms & Conditions ("Terms") apply to all Requests for Quotation ("RFQs"), Requests for Proposal, enquiries, Purchase Orders ("POs") and, where expressly incorporated, contracts issued by Nortrans ("Purchaser") for the purchase of goods, materials, equipment, spare parts, software, services and related deliverables from a supplier, contractor or service provider ("Supplier").

The Supplier's submission of a quotation constitutes acknowledgement that these Terms have been received and reviewed. Where a PO or contract is subsequently issued, these Terms shall form part of the contractual framework to the extent incorporated therein.

No RFQ constitutes an obligation on the Purchaser to place an order. The Purchaser may reject any or all quotations, negotiate with one or more suppliers, split an award, cancel or amend an RFQ, or elect not to proceed, without liability unless expressly agreed otherwise in writing.

2. ORDER OF PRECEDENCE

Unless expressly stated otherwise in the applicable PO or contract, the following order of precedence shall apply in the event of conflict:

(a) Purchaser's special conditions or written amendments;
(b) the executed contract or PO;
(c) the applicable RFQ and specifications;
(d) these Terms;
(e) approved drawings, data sheets and technical documents; and
(f) the Supplier's quotation, but only to the extent expressly accepted in writing by the Purchaser.

Any Supplier terms and conditions, whether contained in quotations, acknowledgements, invoices, delivery notes, websites or other documents, are expressly excluded unless specifically accepted in writing by the Purchaser.

3. QUOTATION VALIDITY

Quotations shall remain valid for a minimum of thirty (30) calendar days from submission unless otherwise specified in the RFQ.

During the validity period, the Supplier shall maintain the quoted price, scope, availability, delivery commitment and commercial terms unless the Purchaser expressly agrees otherwise in writing.

4. PRICING

Prices shall be stated clearly, including currency, unit price, total price, applicable taxes and delivery basis.

Unless expressly excluded and accepted by the Purchaser, prices shall include all costs necessary to perform the Supplier's obligations, including packing, preservation, handling, documentation, export formalities, certificates, standard testing, loading, transportation to the agreed delivery point and other incidental costs.

Any additional charges, exclusions, assumptions or optional items shall be separately and clearly itemised. No price increase shall apply due to inflation, foreign-exchange movements, material costs, labour costs, market conditions or other changes unless expressly approved by the Purchaser in writing before the cost is incurred.

5. TAXES, DUTIES AND CHARGES

The Supplier shall identify all taxes, duties, levies and charges applicable to the quotation. Unless otherwise stated in the PO or contract, the Supplier shall be responsible for all taxes and charges arising from its performance, except taxes expressly imposed on the Purchaser's income or profits.

The Supplier shall comply with all applicable customs, import/export and tax requirements and shall provide all documentation reasonably required by the Purchaser.

6. LEAD TIME, AVAILABILITY AND DELIVERY

The Supplier shall state the earliest achievable lead time, estimated delivery date, stock status, manufacturing status and any known backorders at quotation stage.

Delivery dates stated in the PO shall be firm unless otherwise agreed in writing. The Supplier shall immediately notify the Purchaser of any actual or anticipated delay, stating the cause, impact, recovery plan and revised delivery date.

For vessel, offshore and project deliveries, the Purchaser may change the delivery location, port, vessel position, ETA or ETD without prior notice where operationally necessary. The Supplier shall use reasonable efforts to accommodate such changes and shall not incur additional charges without prior written approval.

7. DELIVERY DOCUMENTATION

Each delivery shall be accompanied by all applicable documentation, including packing lists, commercial invoices, certificates of conformity, material certificates, test certificates, manuals, drawings, inspection records, certificates of origin, class documentation, warranty certificates, safety data sheets (SDS/MSDS) and other documents specified in the RFQ or PO.

Failure to provide required documentation may constitute non-conforming delivery and may entitle the Purchaser to withhold acceptance and/or payment.

8. QUALITY AND SPECIFICATION REQUIREMENTS

All goods shall be new, unused, fit for purpose, free from defects and compliant with the RFQ, PO, specifications, approved drawings and applicable laws and standards.

The Supplier shall clearly identify whether goods are OEM, genuine manufacturer parts or approved equivalent products. No substitution, alternative manufacturer, change of material, design, manufacturing location or specification is permitted without the Purchaser's prior written approval.

Counterfeit, fraudulent, misrepresented, refurbished or unauthorised parts are prohibited. The Supplier shall maintain full traceability of critical equipment and components where applicable.

9. MARITIME, OFFSHORE AND OIL & GAS STANDARDS

Where applicable to the scope, the Supplier shall comply with all relevant maritime, offshore and oil & gas industry requirements, including applicable IMO/MARPOL requirements, flag-State requirements, class rules, port and coastal-State requirements, recognised industry standards and the Purchaser's vessel/project requirements.

Depending on scope, applicable standards may include requirements of IMO, SOLAS, MARPOL, ISM, ISPS, STCW, ILO, recognised classification societies, ISO standards, OCIMF, IOGP and other applicable industry bodies.

The Supplier shall identify any deviations from specified standards at quotation stage. Silence shall be deemed confirmation of compliance.

10. INSPECTION AND TESTING

The Purchaser, its representatives, the vessel, client, classification society or relevant authority may inspect and/or test goods and services at any reasonable stage.

Inspection or payment shall not constitute acceptance and shall not relieve the Supplier of its contractual obligations, warranties or liabilities. The Purchaser may reject non-conforming goods or services and require, at the Supplier's cost, repair, replacement, re-performance or refund.

11. WARRANTY

Unless otherwise stated in the PO, the Supplier warrants goods and services for a minimum period of twelve (12) months from delivery, commissioning or completion, whichever is later. Any longer OEM or statutory warranty shall apply.

Defective goods or services shall, at the Purchaser's option, be repaired, replaced, re-performed or refunded at the Supplier's cost. Warranty periods for repaired or replaced items shall restart from the date of successful completion of the remedial work, to the extent permitted by applicable law.

12. TITLE AND RISK

Unless otherwise stated in the PO, title to goods shall pass to the Purchaser upon payment or delivery, whichever occurs first, free from all liens, charges and encumbrances. Risk shall remain with the Supplier until delivery and acceptance at the agreed delivery point, except to the extent otherwise required by the agreed Incoterm.

13. PACKING, PRESERVATION AND MARKING

The Supplier shall ensure suitable packing, preservation, protection, lifting arrangements, storage requirements and identification for the intended transport and operating environment, including marine and offshore conditions where applicable.

Packaging shall comply with applicable environmental, dangerous-goods and transport requirements. All items shall be clearly marked with PO number, part number, description, quantity and other information reasonably required by the Purchaser.

14. HSEQ REQUIREMENTS

The Supplier shall maintain appropriate health, safety, environmental and quality management systems and shall comply with the Purchaser's HSEQ requirements, vessel rules, site rules and applicable legislation.

The Supplier shall ensure competent and appropriately qualified personnel, safe systems of work, risk assessments, method statements, permits, PPE, training and emergency arrangements as applicable.

The Purchaser may stop or suspend work where unsafe conditions, environmental risks, regulatory non-compliance or material quality risks are identified.

15. ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG)

The Supplier shall conduct its business in a responsible, ethical and sustainable manner and shall support the Purchaser's ESG objectives.

The Supplier shall:
(a) respect internationally recognised human rights;
(b) prohibit forced labour, child labour, human trafficking and exploitation;
(c) maintain non-discrimination, equal opportunity and appropriate working conditions;
(d) comply with applicable environmental laws and permits;
(e) minimise waste, pollution, energy consumption and unnecessary resource use;

(f) promote responsible sourcing and supply-chain transparency;
(g) implement appropriate anti-bribery, anti-corruption and whistleblowing controls;
(h) maintain accurate ESG information and supporting evidence; and
(i) flow down materially equivalent requirements to relevant subcontractors and suppliers.

The Supplier shall provide ESG information reasonably requested by the Purchaser for supplier qualification, tender evaluation, reporting, audits, client requirements or regulatory purposes.

The Purchaser may consider ESG performance, environmental impact, responsible sourcing and sustainability data as part of supplier evaluation and award decisions.

The Supplier shall not make unsupported, misleading or unsubstantiated environmental claims ("greenwashing"). Environmental claims shall be supported by objective evidence upon request.

16. GHG EMISSIONS AND CLIMATE REQUIREMENTS

The Supplier shall actively seek to reduce greenhouse gas ("GHG") emissions associated with the goods and services supplied.

Where relevant to the scope or requested by the Purchaser, the Supplier shall provide:
(a) Scope 1 and Scope 2 GHG emissions information;
(b) relevant Scope 3 emissions;
(c) product carbon footprint information;
(d) transport and logistics emissions;
(e) energy and fuel consumption data;
(f) applicable emission factors and methodology;
(g) country of origin and manufacturing location;
(h) recycled or reused content where relevant; and
(i) available lower-carbon alternatives.

GHG accounting should, where applicable, be aligned with recognised methodologies including the GHG Protocol and relevant ISO standards such as ISO 14064 and ISO 14067.

For marine fuels, vessels, marine equipment and maritime-related services, lifecycle emissions shall be considered where relevant, including well-to-tank, tank-to-wake and well-to-wake emissions consistent with applicable IMO lifecycle GHG guidance.

Where actual verified data is unavailable, supplier-specific emission factors should be used where reasonably available, followed by recognised industry/database factors or applicable default factors. The Supplier shall identify the basis and assumptions used.

The Supplier shall maintain evidence supporting material GHG data and shall provide it to the Purchaser upon reasonable request.

Carbon offsets or certificates shall not be treated as a substitute for actual emission reductions unless expressly accepted by the Purchaser in writing. No environmental attribute, certificate, credit or claim shall be transferred to the Purchaser unless expressly agreed and legally transferable.

17. CLIMATE AND ENVIRONMENTAL PERFORMANCE

The Supplier shall identify material environmental risks associated with the supply and shall implement reasonable measures to reduce emissions, waste, water use, pollution and resource consumption.

For material equipment, projects or long-term services, the Purchaser may request lifecycle environmental information, including energy efficiency, expected operating emissions, maintenance requirements, recyclability, end-of-life arrangements and environmental impacts across the supply chain.

18. ANTI-BRIBERY AND ANTI-CORRUPTION

The Supplier shall comply with all applicable anti-bribery and anti-corruption laws and shall not offer, promise, give, request or accept any improper payment, advantage, gift, facilitation payment or other inducement in connection with the RFQ, PO or contract.

The Supplier shall maintain adequate controls to prevent bribery and shall immediately notify the Purchaser of any suspected breach or conflict of interest.

19. SANCTIONS AND EXPORT CONTROLS

The Supplier shall comply with applicable sanctions, export controls, trade restrictions, customs requirements and restricted-party regulations.

The Supplier shall not knowingly provide goods, services, funds or support in breach of applicable sanctions or export-control laws. The Supplier shall promptly notify the Purchaser if performance may create a sanctions or export-control issue.

20. KYC, AML AND DUE DILIGENCE

The Supplier shall provide reasonable corporate, ownership, banking, tax, compliance and beneficial-ownership information requested by the Purchaser for supplier qualification, KYC, anti-money-laundering, sanctions screening and regulatory purposes.

The Purchaser may suspend award or payment where required information is incomplete or where reasonable compliance concerns arise.

21. SUBCONTRACTING

The Supplier shall not subcontract material obligations without the Purchaser's prior written approval. Approval shall not relieve the Supplier of any responsibility or liability.

The Supplier shall ensure that approved subcontractors comply with applicable contractual, HSEQ, ESG, GHG, security, confidentiality and legal requirements.

22. INSURANCE

The Supplier shall maintain insurance appropriate to its obligations and risks, including as applicable employer's liability/workers' compensation, public liability, professional indemnity, motor, marine, cargo, pollution and other insurance required by the RFQ or PO.

Evidence of insurance shall be provided upon request.

23. INDEMNITY

To the extent permitted by applicable law, the Supplier shall indemnify and hold harmless the Purchaser, its affiliates, personnel, vessels and clients from claims, losses, damages, costs and expenses arising from the Supplier's breach, negligence, wilful misconduct, infringement of third-party rights, personal injury, death, property damage, pollution or failure to comply with applicable law.

Specific indemnity provisions in the PO or contract shall prevail where applicable.

24. INTELLECTUAL PROPERTY

The Supplier warrants that goods, services, software and deliverables do not infringe third-party intellectual-property rights. Deliverables specifically created for the Purchaser shall be owned or licensed to the Purchaser as specified in the applicable PO or contract.

The Supplier shall provide all licences and rights necessary for the Purchaser's intended use.

25. CONFIDENTIALITY AND DATA PROTECTION

All technical, commercial, operational and other non-public information received from the Purchaser shall be treated as confidential and used only for performance of the RFQ, PO or contract.

The Supplier shall comply with applicable data-protection and privacy laws and shall implement appropriate safeguards for personal and business information.

26. CYBERSECURITY

Where the Supplier provides digital products, software, connected equipment, remote support or access to Purchaser systems, the Supplier shall comply with applicable cybersecurity requirements communicated by the Purchaser.

The Supplier shall promptly notify the Purchaser of actual or suspected cybersecurity incidents affecting the Purchaser, its vessels, systems, data or operations and shall cooperate in containment, investigation and remediation.

27. PAYMENT AND INVOICING

Invoices shall reference the applicable PO number and include all required supporting documents.

Payment shall not constitute acceptance of goods or services and shall not waive any Purchaser rights.

The Purchaser may withhold disputed amounts and may set off amounts owed by the Supplier against amounts payable, to the extent permitted by applicable law and the PO/contract.

28. BANKING DETAILS AND PAYMENT FRAUD PREVENTION

The Supplier shall notify the Purchaser promptly and through an authorised written communication of any change to bank details.

The Purchaser may independently verify any change in bank details before processing payment. The Supplier acknowledges that payment instructions communicated solely by email may be subject to fraud risk and shall cooperate with reasonable verification procedures.

29. AUDIT AND RECORDS

The Supplier shall maintain accurate records demonstrating compliance with the PO, contract, HSEQ, ESG, GHG, quality and legal requirements.

Records shall be retained for at least seven (7) years after completion, or longer where required by law or the applicable contract. The Purchaser may audit relevant records on reasonable notice, subject to confidentiality and applicable legal restrictions.

30. NON-CONFORMITY AND CORRECTIVE ACTION

The Purchaser may issue a non-conformity report or corrective-action request for defective or non-compliant goods or services. The Supplier shall investigate root cause, submit a corrective-action plan and implement effective preventive measures within the period specified by the Purchaser.

Costs associated with correcting Supplier-caused non-conformities shall be borne by the Supplier.

31. BUSINESS CONTINUITY

For critical goods and services, the Supplier shall maintain reasonable business-continuity and contingency arrangements covering key personnel, facilities, suppliers, logistics and critical equipment.

The Supplier shall promptly notify the Purchaser of events that may materially affect continuity of supply.

32. FORCE MAJEURE

Neither party shall be liable for delay caused by an event beyond its reasonable control, provided the affected party promptly notifies the other party and takes reasonable steps to mitigate the impact.

Force majeure shall not normally include price increases, inflation, foreign-exchange movements, ordinary labour shortages, lack of funds, foreseeable supply-chain issues, subcontractor default or circumstances that could reasonably have been avoided or mitigated.

If a force majeure event continues for more than thirty (30) days, the Purchaser may terminate the affected PO or contract without liability for unperformed obligations.

33. TERMINATION FOR DEFAULT

The Purchaser may terminate the PO or contract immediately or on written notice where the Supplier materially breaches its obligations, fails to remedy a breach, becomes insolvent, repeatedly delivers defective goods/services, breaches HSEQ, ESG, anti-bribery, sanctions or confidentiality requirements, or otherwise presents a material compliance or operational risk.

34. TERMINATION FOR CONVENIENCE

To the extent provided in the applicable PO or contract, the Purchaser may terminate all or part of the order for convenience on written notice.

Unless otherwise agreed, the Purchaser's liability shall be limited to payment for conforming goods/services properly completed and accepted before termination and reasonable, documented, non-cancellable commitments expressly approved by the Purchaser. The Supplier shall not be entitled to loss of anticipated profit, opportunity cost or other consequential amounts relating to unperformed work.

35. LIABILITY

To the extent permitted by applicable law, the Supplier shall be responsible for losses arising from its breach, negligence, wilful misconduct and failure to perform.

Any limitation of liability, exclusion of consequential loss or agreed liability cap shall be as specified in the applicable PO or contract. The parties should obtain legal advice before adopting any standard liability cap or exclusion, particularly for offshore, marine, pollution, personal injury, intellectual property, confidentiality and regulatory risks.

36. COMPLIANCE WITH LAWS

The Supplier shall comply with all laws, regulations, permits, licences, codes and regulatory requirements applicable to its performance, including employment, immigration, tax, customs, HSEQ, environmental, maritime, sanctions, anti-bribery and export-control requirements.

37. MODERN SLAVERY AND HUMAN RIGHTS

The Supplier shall not use forced labour, bonded labour, prison labour, child labour, trafficking or other exploitative labour practices and shall take reasonable steps to identify and address such risks within its supply chain.

The Supplier shall cooperate with reasonable Purchaser requests concerning human-rights due diligence.

38. CONFLICT OF INTEREST

The Supplier shall disclose any actual, potential or perceived conflict of interest involving the Supplier, its personnel, subcontractors or the Purchaser's personnel in connection with the RFQ or PO.

39. GIFTS AND BUSINESS COURTESIES

The Supplier shall not offer gifts, entertainment, travel, hospitality, commissions or other benefits to Purchaser personnel where doing so could improperly influence procurement decisions or create a conflict of interest.

40. PURCHASER PROPERTY

All documents, drawings, specifications, tools, equipment, materials and other property supplied by the Purchaser remain the Purchaser's property and shall be protected, used only for the intended purpose and returned upon request.

41. ASSIGNMENT

The Supplier shall not assign, transfer or novate the PO or contract, in whole or in part, without the Purchaser's prior written consent.

The Purchaser may assign or transfer its rights and obligations to an affiliate or successor without Supplier consent where permitted by applicable law.

42. NO WAIVER

Failure or delay by the Purchaser to exercise any right shall not constitute a waiver. Any waiver must be expressly given in writing.

43. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by applicable law. The parties shall seek to replace the invalid provision with a valid provision achieving substantially the same commercial purpose.

44. SURVIVAL

Provisions which by their nature are intended to survive completion or termination, including confidentiality, intellectual property, warranty, indemnity, audit, records, ESG/GHG reporting and dispute resolution, shall survive.

45. GOVERNING LAW

The governing law shall be: [INSERT JURISDICTION].

The parties should obtain legal advice before selecting governing law for cross-border maritime and offshore transactions, particularly where the Supplier, vessel, delivery point and Purchaser are located in different jurisdictions.

46. DISPUTE RESOLUTION

Any dispute shall be resolved in accordance with: [INSERT ARBITRATION INSTITUTION / RULES / SEAT / NUMBER OF ARBITRATORS] or, where specified, the competent courts of [JURISDICTION].

Nothing shall prevent the Purchaser from seeking urgent interim or protective relief from a competent court where necessary to protect its rights or assets.

47. LANGUAGE

The contractual language shall be English unless otherwise agreed in writing. Where translated documents are provided, the English version shall prevail unless expressly stated otherwise.

48. NOTICES

Formal notices shall be issued to the addresses and representatives specified in the applicable PO or contract. Electronic communication may be accepted for operational matters, but contractual notices shall comply with the agreed notice requirements.

49. ENTIRE AGREEMENT

The applicable PO, contract, RFQ, specifications and expressly incorporated documents constitute the agreement between the parties concerning the relevant transaction and supersede prior discussions relating to the same subject matter, subject to any expressly stated precedence provisions.

50. SUPPLIER ACKNOWLEDGEMENT AND DEVIATIONS

The Supplier shall clearly identify all deviations, exclusions, assumptions and qualifications in its quotation. Any deviation not expressly identified shall be deemed not to apply.

By submitting a quotation, the Supplier confirms that it has reviewed the RFQ requirements and is capable of meeting them. No Supplier standard terms shall amend these Terms unless expressly accepted by the Purchaser in writing.

51. VESSEL AND OFFSHORE SPECIAL PROVISIONS

Where goods or services are supplied to or onboard a vessel, offshore installation or remote project location, the Supplier shall comply with applicable vessel/project procedures, access controls, security requirements, crew-transfer arrangements, working-hour restrictions, lifting and marine-safety requirements, waste-management rules and permit-to-work systems.

The Supplier acknowledges that vessel schedules, locations, port calls, ETA/ETD, weather restrictions and operational priorities may change. The Supplier shall coordinate with the Purchaser and vessel/project representatives and shall minimise disruption to operations.

52. SUPPLIER ESG & GHG DECLARATION

For material or otherwise designated procurements, the Purchaser may require the Supplier to complete an ESG & GHG declaration covering:

- environmental management system and relevant certifications;
- Scope 1 and Scope 2 emissions and relevant Scope 3 information;
- product carbon footprint or lifecycle emissions where relevant;
- transport/logistics emissions;
- energy and fuel consumption;
- emission factors and accounting methodology;
- renewable/recycled content where applicable;
- climate targets and reduction initiatives;
- waste and pollution controls;
- human-rights and modern-slavery controls;
- responsible sourcing;
- anti-bribery and ethical-business controls; and
- ESG/GHG data verification or assurance.

The Supplier shall ensure that information supplied is complete, accurate and not misleading. Material misrepresentation may constitute a material contractual breach.

53. ATTENDANCE OBLIGATIONS

The Supplier shall perform the Services with due care, skill and diligence, in accordance with industry best practices and the Purchaser’s instructions. Provide suitably qualified personnel, equipment, tools and materials necessary to perform the Services. Ensure that all Services and Deliverables comply with the Contract specifications, are fit for their intended purpose,

and are free from defects. Cooperate with the Purchaser and comply with all applicable laws, regulations, licensing requirements, and the Purchaser's health, safety and security rules.

Where Services are being provided on property occupied by the Purchaser, the Supplier shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of the Supplier and shall comply with all the Purchaser's safety regulations and procedures.

54. INVENTORY OF HAZARDOUS MATERIALS

Suppliers shall ensure that goods offered to the Buyer shall not exceed threshold values for Asbestos, Ozone Depleting Substances (ODS), Polychlorinated Biphenyls (PCB), Perfluorooctane Sulfonic Acid (PFOS), Organotin compounds, Cadmium, Hexavalent Chromium, Lead, Mercury, Polybrominated Biphenyl (PBBs), Polybrominated Diphenyl Ethers (PBDEs), Polychlorinated Naphthalene, Radioactive Substances, Certain Shortchain Chlorinated Paraffins (Alkanes, C10-C13 chloro) and Brominated Flame Retardant (HBCDD), ref. EU SRR 1257/2013 Annex I and II.

The supplier shall be responsible for properly informing the relevant persons by delivering the MDs and SDoCs in their offer or when requested. The supplier shall be legally responsible for the declarations of the products under their scope of supply and shall ensure that, with the acceptance of the order, to deliver the information and forms as required under Res. MEPC.379(80) and EMSA Guidance on the Inventory of Hazardous Materials.

All suppliers must use forms provided by Metizoft. Declaration forms will be sent by Metizoft after the periodic purchase order reviews and can also be downloaded from: http://forms.metizoft.com/ where required. The forms shall be duly completed/signed and returned to Metizoft.

55. PUBLICITY

Neither Party shall use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other Party. The Supplier may, with the prior written consent of the Purchaser, include the Purchaser's name on the Supplier's customer list and may describe briefly, and in general terms, the nature of the work performed by the Supplier for the Purchaser, provided the wording is agreed with the Purchaser in advance.

56. AUTHORITY

Each Party hereby represents and warrants that it has full right and authority to enter into and perform any and all provisions of the Contract and that there are no encumbrances or other restrictions that may prevent each such Party or its employees from performing any and all provisions of the Contract.

57. LETTER OF COMPLIANCE

The supplier shall as and when required, provide a signed letter to purchaser's client stating that there are no outstanding payments to date. The format and language of this letter shall be according to Purchaser's client requirement. Purchaser shall ensure that all payments to supplier are up to date.

58. PURCHASER RIGHTS AND REMEDIES

The rights and remedies available to the Purchaser under these Terms, the applicable PO, contract or law are cumulative and shall not exclude any other rights or remedies available to the Purchaser.

Where the Supplier fails to perform, the Purchaser may, to the extent permitted by law and the applicable contract, obtain replacement goods or services from another source and recover reasonable additional costs from the Supplier.

59. FINAL PROVISION

These Terms are intended to establish a clear, consistent and purchaser-protective framework for procurement across maritime, offshore and oil & gas activities. Any transaction-specific requirements, commercial deviations or special risk allocations shall be expressly stated in the applicable RFQ, PO or contract.

APPENDIX A – SUPPLIER ESG & GHG DECLARATION

To be completed by the Supplier where requested by the Purchaser. Supporting evidence may be requested.

1. Environmental management system / certification: _____

2. Scope 1 GHG emissions (latest available year): _____

3. Scope 2 GHG emissions (latest available year): _____

4. Relevant Scope 3 emissions / methodology: _____

5. Product carbon footprint available? YES / NO Methodology: _____

6. Transport/logistics emissions available? YES / NO

7. Emission factors used and source: _____

8. Climate/GHG reduction targets: _____

9. Renewable energy / recycled content / lower-carbon alternatives: _____

10. Waste, pollution and resource-efficiency measures: _____

11. Human rights / modern slavery controls: _____

12. Responsible sourcing / supply-chain due diligence: _____

13. Anti-bribery and ethics controls: _____

14. Third-party verification/assurance of ESG/GHG data: _____

15. Additional ESG/GHG comments or supporting documents: _____

Supplier legal name: _____

Authorised representative: _____

Name / Title: _____

Date: _____ Signature: _____

APPENDIX B – RFQ DEVIATION SCHEDULE

The Supplier shall list every deviation, exclusion, assumption and qualification. If none, state “NIL”. Failure to identify a deviation shall be deemed confirmation that the Supplier accepts the RFQ and these Terms without deviation.

No.	RFQ / Clause Reference	Supplier Deviation / Qualification	Commercial Impact	Purchaser Approval
1				
2				
3				
4				
5				
6				
7				

Supplier: _____ Date: _____

Authorised Signature: _____ Name/Title: _____