ROLLS-ROYCE MARINE NORTH AMERICA INC.

GENERAL TERMS AND CONDITIONS FOR SALE OF SPARE PARTS

These general terms and conditions and those set forth in Seller’s quotation (collectively the “Conditions”) will, unless otherwise agreed in writing, apply to all sales of spare parts (“Parts”) by Rolls-Royce Marine North America Inc. (“Seller”) to Buyer (Buyer and Seller are collectively referred to herein as the Parties”), and constitute the entire, complete, and exclusive agreement between the Parties relating to the subject matter hereof. **IF THESE CONDITIONS ARE DIFFERENT FROM, OR CONTAIN TERMS AND CONDITIONS IN ADDITION TO, BUYER’S PURCHASE ORDER OR ANY OTHER DOCUMENT PROVIDED BY BUYER (INCLUDING ANY MODIFICATIONS THERETO), SELLER EXPRESSLY REJECTS SUCH DIFFERENT OR ADDITIONAL TERMS IN BUYER’S DOCUMENT, AND SELLER’S PROVISION OF THE PARTS HEREUNDER IS EXPRESSLY CONDITIONED UPON BUYER’S ASSENT TO THESE TERMS. NOTWITHSTANDING ANY OTHER ACTS OR OMISSIONS OF THE PARTIES, BUYER’S ACCEPTANCE OF A PART CONSTITUTES BUYER’S ASSENT TO ALL OF THE CONDITIONS.**

1. **QUOTATIONS AND ORDERS**

 Unless otherwise indicated on the quotation, a quotation is valid for thirty (30) days from the date of the quotation.

 Buyer must confirm its order by a written order or acknowledgement (“Purchase Order”).

 **Buyer’s Purchase Order WILL be expressly limited to the Conditions. SELLER OBJECTS TO AND WILL NOT BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS IN BUYER’S PURCHASE ORDER, ORDER ACCEPTANCE OR OTHER DOCUMENT.**

 . A Purchase Order that has been accepted by Seller is binding on both Parties with respect to the Parts ordered and the quantity and price thereof. All requests to reschedule, cancel or otherwise revise a Purchase Order are subject to the written agreement of Seller and payment of fees specified herein.

1. **PRICES**

 Prices are as specified in Seller’s quotation. Unless otherwise stated in the quotation, prices quoted do not include any applicable taxes, shipping, insurance, or import duties and Buyer shall reimburse Seller any such charges which Seller may be required to pay upon sale, transportation or use of the Parts.

 Unless otherwise stated in the quotation, prices include standard commercial packaging.

 Requests to expedite the processing or delivery of any Parts will be subject to an expediting fee determined by Seller.

1. **DELIVERY**

 Seller will deliver the Parts to Buyer Ex Works (EXW) at Seller’s, or its supplier’s, facility (Incoterms 2010). Partial deliveries will be permitted.

 Delivery times specified in a quotation are estimates only. In the event of inability for any reason to supply the total demand for Parts, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

 If Buyer or the carrier refuses delivery or delays shipment or acceptance, the Parts may be stored according to Seller’s direction, as agent, at Buyer’s risk and expense.

1. **ACCEPTANCE OF PARTS**

 Promptly upon delivery, but no later than three (3) days thereafter, Buyer shall (i) examine and inspect all Parts; and (ii) notify Seller of any defect or nonconformance in quantity or quality of the Parts or any other facts that causes the Parts not to conform to the agreement between the Parties. Failure to so inspect and inform Seller of a defect or nonconformance within the foregoing time period or the use of a Part by Buyer at any time shall be conclusive evidence that Seller has satisfactorily tendered delivery and that Buyer has inspected and accepted the Parts. Buyer agrees that the foregoing time period provides Buyer with a reasonable time to inspect Parts. Should Buyer properly notify Seller of any defect or nonconformity in Parts delivered, in addition to any obligations Buyer may have to Seller, Buyer shall re-pack the Parts into their original packaging and store the Parts indoors and in a dry and temperature regulated facility pending instructions from Seller.

1. **EXCUSABLE DELAY**

 Seller will not be liable for any delay in performance caused by circumstances beyond its reasonable control or which would cause Seller to incur unreasonable expense to avoid, including without limitation fire, earthquake, flood, storm, strikes and other labor interruption or disturbances, riot, war, transportation damage or delay, labor or material shortages, acts of public authority, or delays or interference of Buyer, and, in the event of such a delay, Seller will be entitled to a reasonable extension of time for performance. When delays in performance are caused by Buyer, Buyer will reimburse Seller for the time and expenses caused by such delay.

1. **TITLE, RISK OF LOSS, AND SECURITY INTEREST**

 Title and risk of loss for all Parts will pass to Buyer at the contractual delivery point in accordance with INCOTERMS 2010. If shipping is not included in the price, title and risk of loss for all Parts will pass to Buyer upon Seller’s tender to the carrier at Seller’s, or its supplier’s, facility.

 Buyer grants Seller a purchase money security interest in all Parts, including the proceeds thereof, additions and accessions thereto and replacements and substitutions therefore, with all rights and remedies of a secured party in any jurisdiction. Buyer authorizes Seller to file financing statements or other such documents appropriate to protect Seller’s security interest, without Buyer’s signature. If Buyer has granted a third party a blanket security interest in the type of collateral of which a Part would be characterized under the uniform Commercial Code or applicable law, Buyer shall notify Seller of such fact in writing prior to shipment of deliverables.

1. **EXPORT RESTRICTIONS**

The Parties acknowledge that any products, engines, parts, services, and/or related technology, software, or technical data (collectively “Export Controlled Item”) provided or received hereunder may be subject to government export control laws, regulations, and orders. In performing their respective obligations under this Agreement, each of the Parties will strictly comply with all applicable requirements under such laws, regulations, and orders as they may be amended from time to time. As such, each Party warrants and undertakes that it will not export or transfer, re-export or re-transfer by any means, electronic or otherwise, any Export Controlled Item without complying in all respects with the applicable export control legislation, codes of conduct, the relevant export authorization(s), guidelines, notices and/or instructions in relation to any such export or transfer of the Export Controlled Items. The receiving Party shall indemnify and hold the furnishing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney’s fees, and all other expenses arising from failure of the receiving Party to comply with this clause.

1. **TAXES**

 Any and all taxes, including any federal, state, provincial and local sales, use, excise, privilege, and similar taxes, imposed on Seller or which Seller has a duty to collect in connection with the sale, delivery, or use of any Parts will appear as separate items on the invoice. If sales to Buyer are exempt from such taxes, Buyer will furnish to Seller a certificate of exemption with Buyer’s Purchase Order.

1. **PAYMENT**

 Except as provided in Seller’s quotation, payment terms are cash upon delivery or, at Seller’s option, thirty (30) days from the date of the invoice. All payments will be in United States dollars.

 If Buyer fails to make payment when due, in addition to Seller’s other rights and remedies, all amounts past due will bear interest at three percentage points (3%) above the Citibank N.A. prime rate in effect at the time or the highest lawful rate which may be charged to Buyer, whichever is less.

 Buyer will make all payments to Seller under these Conditions in full without any withholding or deduction or right of offset of any amounts (including those for alleged damages) whatsoever.

 Seller may change its credit terms and/or suspend performance hereunder when, in Seller’s opinion, Buyer's financial condition or record of payment so warrants. Buyer will pay any third-party collection expenses, including reasonable attorney's fees, incurred by Seller to effect collection of any unpaid amounts.

1. **CANCELLATION**

 Buyer’s order can only be cancelled with the written consent of Seller, such consent to be in Seller’s absolute discretion, and then only upon payment of a reasonable cancellation charge.

To return Parts, authorization must first be obtained from the Seller’s office from which the parts were purchased.

 Buyer may only return Parts within the first 45 days after delivery to Buyerunless otherwise agreed in writing by Seller.

 All Parts must be returned undamaged and suitable for resale in their original shipping containers and packaging. All returned Parts are subject to an inspection at Seller’s facility prior to acceptance for credit. Any Parts rejected by Seller for return due to damage will be returned to Buyer. Buyer will be responsible for any taxes, tariffs, and shipping costs on returned Parts and will bear all risk of returning Parts to Seller’s facility.

 Seller will not accept electrical and electronic Parts for return unless returned unopened in their original packaging.

 Unused materials from kits or sets, or small parts such as o-rings, seal cords, washers, etc. will not be accepted for return.

 All returns are subject to a 20% restocking fee. In addition, Buyer will reimburse all expediting costs incurred by Seller for the initial delivery of the returned Part.

 It is the Buyer’s responsibility to arrange transportation of the goods and to use packaging that will protect the goods from damage during transit.

 Seller shall not accept returns on special items. “Special items” refers to items not normally kept in inventory and were provided for a specific customer order.

**11. QUALITY ASSURANCE REQUIREMENTS**

Parts delivered pursuant to a Purchase Order will be of the kind and quality specified or designated by Buyer in such Purchase Order.

 Parts manufactured by Seller may include materials that are newly manufactured or reconditioned to like-new performance and functionality.

 Seller reserves the right to deliver Parts that do not strictly comply with Seller’s applicable drawings and specifications, provided that Seller has design responsibility for the Part and has determined that any such nonconformance will have no adverse effect on the Part’s form, fit or function.

**12. CLASSIFICATION SOCIETY**

 Buyer will specify in its Purchase Order whether the Parts are intended to conform to the requirements of a classification society. Failing written agreement of Seller to such statement, no classification requirements will apply to the Order.

**13. LIMITED WARRANTY**

 Rolls-Royce Marine North America Inc. (Rolls-Royce) issues the following express Limited Warranty for spare parts subject to the following terms, conditions and limitations:

1. **What is Covered:** This Limited Warranty covers the costs to repair (or replace at Rolls-Royce’s sole option) any part which has failed or malfunctioned during the warranty period as a result of a defect in material or workmanship under normal use and service or as a result of a nonconformity of the part at the time of delivery to the Buyer with the specifications in effect at the time of manufacture by Rolls-Royce.

2. **Who is Covered:** Anyone who purchases a part from Rolls-Royce is entitled to coverage under this Limited Warranty for each such part. This Limited Warranty is non-transferable, unless otherwise agreed in writing by Rolls-Royce.

3. **Warranty Period:** This Limited Warranty will expire at the end of (6) months from the date the part is put in service, but in no event later than twelve (12) months from the date of the delivery of the part.

Following repairs which are covered by the terms of this Limited Warranty, the part shall have only the portion of the warranty period remaining from the date/time in which Limited Warranty was first issued. The warranty period is not extended following such covered repairs. This is a repair warranty, not a future performance warranty. Any malfunction, defect or nonconformity discovered or reported after the expiration of the warranty period is not covered by this Limited Warranty.

LIMITATION OF WARRANTIES. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

4. **Obtaining Repairs:**

a) Buyer must send written notification to Rolls-Royce of any warranty claim within thirty (30) days after the alleged defect is discovered or in the exercise of ordinary diligence should have been discovered. The notification must be addressed to:

 Rolls-Royce Marine North America

 110 Norfolk Street

 Walpole, MA 02081

 Attn: Customer Service Representative

Buyer will then be contacted with shipping instructions and point of contact information for Buyer’s requested Limited Warranty repair. Buyer should not disassemble parts without Roll-Royce’s prior authorization. Parts may only be removed from engines by individuals who are authorized by Rolls-Royce to perform this work. Parts must be shipped in accordance with published Roll-Royce requirements.

b) The Rolls-Royce authorized facility must receive the part within ninety (90) days after the written notification of defect is sent. Buyer is responsible for transportation charges to and from the Rolls-Royce authorized facility.

c) Rolls-Royce shall be the sole decision maker about whether there is a defect in material or workmanship under normal use and service or a nonconformity at the time of delivery to Buyer with the specifications in effect at the time of manufacture by Rolls-Royce.

d) In the event the warranty claim is denied, Buyer may be given the option to pay a Rolls-Royce authorized facility to make the necessary repairs. If Buyer chooses not to proceed with the repairs, Buyer is responsible for coordinating the return of the part at Buyer’s sole expense.

5. **Other Warranties:** The manufacturers of parts not manufactured by Rolls-Royce may or may not provide their own warranties. These warranties are separate from the Rolls-Royce Limited Warranty and constitute the only warranties for those specific components. Please review all warranties for the terms and conditions of those warranties.

6. **What is NOT Covered:** This Limited Warranty covers only the items expressly provided herein. Some examples of items not covered include:

a) Failures, malfunctions, or non-conformities of the part attributable in whole or in part to the failure to properly store, preserve, install, operate, maintain, repair or replace the parts in accordance with applicable recommendations by Rolls-Royce.

b) Failures, malfunctions, or non-conformities of the part attributable in whole or in part to acts of God, combat damage, misuse, corrosion, erosion, neglect, or accident.

c) Failures, malfunctions, or non-conformities of the part attributable in whole or in part to the alteration of a part which is not in accordance with published Rolls-Royce procedures.

d) Foreign object damage in operation, transit or in storage.

e) Consumables (including gaskets, seals, washers, etc.)

f) Parts that have undergone repairs by someone other than a Rolls-Royce authorized repair facility.

g) Parts not manufactured by Rolls-Royce.

h) Transportation charges and any other surcharges, import taxes, duties, handling fees or other fees that may be levied in transporting the part to/from a Rolls-Royce authorized repair facility for repair.

i) Cost incurred by Buyer for the removal, disassembly, reassembly or reinstallation of the part. Dry-docking and related shipyard services or other comparable costs are specifically excluded.

j) Parts that have been operated beyond Seller’s recommended limits.

k) Defects in parts that arise from a drawing, design, or specification supplied by or on behalf of Buyer.

l) Parts on which the data plate or serial number, if any, has been removed, defaced, modified or altered in any way.

m) Defective or nonconforming parts that Seller is not permitted to inspect.

7. **Other Terms:**

a) **The obligations of Rolls-Royce under this Limited Warranty are limited to the repair of the part** **as provided herein. In no event, whether as a result of breach of contract or warranty, alleged negligence, or otherwise, shall Rolls-Royce be subject to liability for incidental, consequential, indirect, special or punitive damages of any kind, including without limitation to loss of actual or potential profits or revenues, loss of the use of the parts or repaired equipment, the cost of substitute equipment, towage charges, dry-docking and related shipyard services, pollution remediation costs, damage to any vessel, engine room, yard or other property of Buyer, or for any other losses, damages or increased costs.**

b) **This Limited Warranty, the obligations of Rolls-Royce and the rights and remedies of the Purchaser set forth in this Limited Warranty are exclusive and are expressly in lieu of and the Purchaser hereby waives and releases all other obligations, representations or liabilities, express or implied, arising by law in contract, tort (including negligence or strict liability) or otherwise, including but not limited to any claims arising out of, connected with or resulting from the performance of this Limited Warranty or from the design, manufacture, sale, repair, lease or use of the part delivered or rendered hereunder or otherwise.**

c) In no event shall the liability of Rolls-Royce arising under this Limited Warranty exceed the price of the part which gives rise to the claim.

d) To the extent that applicable law does not permit certain limitations set forth in this Limited Warranty, such limitations shall not be applied or invoked. Nothing in this Limited Warranty will be interpreted to disclaim liability of Rolls-Royce for gross negligence or willful misconduct.

e) Rolls-Royce’s failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

f) If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

**14. NON-WARRANTY LIMITATION OF LIABILITY**

**IN NO EVENT, WHETHER AS A RESULT OF BREACH OF contract, tort (including ACTIVE OR PASSIVE negligence), strict liability or otherwise, WILL Seller be liable for any indirect, consequential, special, incidental, or Punitive damages of any kind (even if seller has been notified of the possibility of such damages), INCLUDING, BUT NOT LIMITED TO, loss of ACTUAL OR POTENTIAL PROFITS OR REVENUES, LOSS OF USE OF THE PARTS OR REPAIRED EQUIPMENT, the cost of substitute equipment, towage charges, dry-docking and related shipyard services, pollution remediation costs, damage to any vessel, ENGINE room, yard or other property of buyer, or for any other losses, damages or increased costs. THE TOTAL LIABILITY OF SELLER, WHETHER IN contract, tort (including ACTIVE OR PASSIVE negligence), strict liability or otherwise, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY PURCHASE ORDER, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PART OR THE FURNISHING OF ANY SERVICE RELATED THERETO, WILL IN NO EVENT EXCEED TWENTY PERCENT (20%) OF THE TOTAL PRICE OF THE PURCHASE ORDER THAT GIVES RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION 14 SHALL APPLY EVEN IF THE EXCLUSIVE REMEDY SET FORTH IN SECTION 13(D) FAILS OF ITS ESSENTIAL PURPOSE.**

**15. limitation of actions**

Any action against Seller arising out of or related to the subject matter hereof shall be commenced within one (1) year from the date such cause of action accrued, otherwise the same shall be barred.

**16.-OTHER PROVISIONS**

 Any illustrations, catalogues or other material provided by Seller are for reference only and may not be relied upon by Buyer as containing any representations, warranties or indemnities, and Buyer will treat such materials as confidential and the materials may not be disclosed to a third party without Seller’s written consent.

**17. NO WAIVER**

 The failure of either Party to enforce any provision of these Conditions is not to be construed as a waiver of the provision or the right thereafter to enforce each and every provision. No waiver by either Party, express or implied, of a breach of a term or condition is to be construed as a waiver of any other breach of that term or condition.

**18. SALE OF SERVICES**

 Support services provided by Seller’s technical personnel in connection with the sale of Parts to Buyer may be provided in accordance with a separate purchase order, but in the event that such services are provided pursuant to this Purchase Order, they will be subject to Seller’s most recent General Terms and Conditions for Sale of Technical Personnel for Services and Shop Work and those set forth in its quotation and Service Rates Sheet.

**19. ASSIGNMENT AND SUB-CONTRACTING**

 Buyer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of Seller. No attempt to assign or transfer in violation of this provision will be valid or binding upon Seller. Seller may sub-contract all or any part of its obligations under this Purchase Order to a competent third party and may assign this Purchase Order to an affiliate at any time or to a non-affiliate as part of the sale of Seller’s business.

**20. GOVERNING LAW**

This Agreement shall be interpreted in accordance with the construction thereof and shall be governed by the laws of the State of New York, USA excluding its conflict of law and choice of law rules. The Parties irrevocably consent to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York in any suit action or proceeding brought by either Party under this Agreement and any matter related thereto.

**21. ENTIRE AGREEMENT**

 These Conditions supersede all prior agreements, arrangements and understandings between the Parties and constitute the entire agreement between the Parties relating to the subject matter hereof. Buyer warrants to Seller that it has not been induced to enter into this Purchase Order by any prior oral representation (whether innocently or negligently made) except as specifically contained herein.

**22. SEVERABILITY**

 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question will not be affected and will be enforced to the fullest extent permitted by law.

**23. CONFIDENTIALITY; OWNERSHIP OF INFORMATION**

 All drawings, specifications, data, memoranda, calculations, notes and other material or documents created under, arising out of, or furnished under this Purchase Order, including any tooling for use in performing the work under this Purchase Order, are the property and copyright of the creating or furnishing Party, and unless otherwise provided in these Conditions, must be delivered to the creating or furnishing Party at the completion of the transactions or termination of this Purchase Order.

 All rights of title to copyright and ownership in any reports, drawings, specifications, calculations and other documents or materials developed by Seller outside this Purchase Order will remain solely with Seller.

 Each Party will take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential all information obtained from the other pursuant to these Conditions which is marked “confidential” or the equivalent or is delivered in circumstances of confidence.

 Notwithstanding the foregoing, Buyer (or its designee) will have the right to use information (such as manuals) supplied by Seller solely for the operation, repair and maintenance of the equipment for which the information was provided. Buyer will not duplicate or use such information for any other purpose without Seller’s prior written authorization.

 Buyer will not use Seller’s drawings, specifications and other material or documents for any use not contemplated by these Conditions, unless by agreement in writing and with appropriate compensation to Seller.

 Buyer will not reverse engineer any material, tooling, component, or Part provided or delivered to Buyer in connection with this Purchase Order.

**24. SOFTWARE**

 Software, including software products and software incorporated in Parts and other products sold by Seller, is provided under license agreement, a copy of which may be obtained from the nearest Rolls-Royce sales office.

**25. GOVERNMENT CONTRACTS**

 To the extent a Purchase Order from Buyer is issued under a U.S. Government contract, the only FAR clauses that are incorporated in these Conditions are those in paragraph (e)(1) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statures or Executive Orders - Commercial Items (NOV 2020).

**26. TERMINATION**

 Seller may terminate these Conditions, and shall have no obligation to supply Parts, immediately upon the bankruptcy or insolvency of Buyer or Buyer’s breach of these Conditions. Buyer will pay the price for any Parts delivered on or before the date of termination. Seller is not liable for any costs, expenses, losses, damages or liabilities arising out of such termination. Termination or cancellation will not alter or terminate any of the Parties’ obligations under any section of these Conditions that by its nature extends beyond termination or cancellation.

1. **ANTI-BRIBERY AND CORRUPTION**

Representation, warranty and undertaking

Each party represents, warrants and undertakes to the other that neither it nor its

Associated Persons, Affiliates, directors, employees, representatives nor any other person acting on its or their behalf have engaged, or will engage, in any conduct which was or would be an offence under any of the ABC Laws (whether or not either party is subject to that ABC Law)Or will do anything that may put Rolls-Royce or any of its Associated Persons in breach of any of the ABC Laws.

Buyer shall ensure that neither it nor its Associated Persons, in respect of this Agreement, has or will:

i. undertake any action or activity; or

ii. refrain from any action or activity,

where doing so is or was intended directly or indirectly to facilitate any offence of tax evasion.

Buyer shall ensure that it has in place, and for the duration of the term of this Agreement will maintain, adequate policies, systems, controls and procedures:

i. to prevent it and its directors, owners, employees, representatives and other persons acting on its behalf from violating any of the ABC Laws; and

ii. for its directors, owners, employees, representatives and other persons acting on its behalf to report to Buyer a violation or suspected violation of any of the ABC Laws and/or generally accepted standards of business ethics and conduct, and for ensuring that all such reports are full policy investigated and acted upon appropriately.

Buyer agrees not to:

1. act in breach of any duty of confidentiality owed to any third party in the course of performing its obligations under this Agreement; and
2. offer or provide any Prohibited Information, whether specifically related to the subject matter of this Agreement or otherwise.

Termination

Notwithstanding any other provision of this Agreement, either party may, without prejudice to any of its rights under law, contract or equity, terminate this Agreement immediately by written notice if the other party is in breach of any part of this Section 27 of this Agreement, or if, at any time, the representations, warranties and undertakings given by the other party in any part of this Section 27 would not be true and accurate in all respects.

Definitions

“ABC Laws”

the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended, and any other laws relating to anti-bribery and corruption matters applicable to the subject matter of the Agreement.

**Associated Persons**

**means any: Affiliates of a Buyer; or  any directors, owners, employees or representatives of that Buyer or its Affiliates; or  any other persons acting on behalf of that Buyer or its Affiliates.**

“Affiliates”

means, as to any person, any other person that is in Control of, is Controlled by, or is under common Control with, such person.

“Control”

means the power, directly or indirectly, either to: (i) vote 50% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such person; or (ii) direct or cause the direction of the management and policies of such person, whether by contract or otherwise, in relation to the Services, and “Controls” and “Controlled” will be construed accordingly.

“Government Official”

means any person who would constitute either: (i) a “foreign public official” as defined in the UK Bribery Act 2010; or (ii) a “foreign official” as defined in the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.), as amended.

“Inappropriate

Inducement”

 means any payment or thing of value or any financial or other advantage to or for the use or benefit of:

1. any Government Official; or
2. any director, officer, employee, agent or representative of any commercial organization or private individual; or
3. any other person, entity or third party intermediary while knowing or having reason to know that all or any portion of such payment, thing of value or advantage would be offered, promised, paid or given to any of the persons described in sub-paragraphs (i) to (ii) above,

for the purpose of influencing any act or decision of any such person, including a decision to do or omit any act in violation of the duty of such person in order to obtain or retain business, secure any improper advantage or obtain any license, permit, approval, certificate or clearance.

“Prohibited

Information”

 means any information, whether offered in written, verbal or other form, that such party is not authorized to have and use in connection with this Agreement, including, but not limited to, any information from a competitor’s confidential proposals, bid terms or contract and pricing terms.

1. **Economic and Trade Sanctions Compliance**

The Parties acknowledge the importance and responsibilities of full compliance with all applicable economic and trade sanctions laws, regulations, and orders administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union, the United Kingdom, Canada, or other sanctions authority of any relevant jurisdiction (collectively “Sanctions”). Each Party represents and warrants to the other, in respect of this Agreement, that none of the Party, , any of its subsidiaries or affiliates, to the knowledge of the Party, any director, officer or employee of the Party or any of its subsidiaries or affiliates is an individual or entity (“Person”): - i. Listed on the U.S Consolidated Screening List (“CSL”) that include, among others, Specially Designated Nationals List and the Foreign Sanctions Evaders List maintained by OFAC as well as the Denied Persons List and Entity List maintained by the U.S. Department of Commerce; ii. Located, organized or resident in a country or territory that is or whose government currently is the target of any Sanctions; iii. Directly or indirectly owned or controlled by any Person currently on any of the CSL, or is directly or indirectly owned or controlled by any Person who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of any Sanctions; or iv. Currently the subject of any Sanctions investigation, or is directly or indirectly owned or controlled by any Person who is currently the subject of a Sanctions investigation; The Parties will not directly or indirectly deliver or otherwise make any Item subject to this Agreement available to a legal entity (includes any subsidiary, affiliate, joint venture partner), individual, country or territory whose government is the subject of any Sanctions or in any other manner that would result in a violation of Sanctions. Changes to sanctions or embargoes that are beyond the control of either Party that results in the inability to deliver Items as per the Agreement will constitute a Force Majeure event and hold the other Party free from any arising liabilities.

1. **FAR 52.229-3 Federal, State, and Local Taxes**
2. **DFARS 252.225-7013 Duty Free Entry**