

Terms and Conditions for the Purchase of Goods or Services

1. Agreement Between

- 1.1. **Guidance Marine Ltd**, a company incorporated in England with company registration number 05231840 hereafter described as "GUIDANCE".
- 1.2. The company (which includes a company, person, persons or other business) contracting to supply goods or services to GUIDANCE hereafter described as the "Seller".

Now it is hereby agreed as follows:

2. In this Agreement

- 2.1. These terms and conditions (including documents specifically referred to in it) are the whole of the terms and conditions governing the Agreement between GUIDANCE and the Seller, unless both parties agree to any amendments in writing.
- 2.2. Where there is any conflict between different parts of the Agreement, the item having the higher order of precedence referred to in Clause 3.2 shall prevail.
- 2.3. GUIDANCE will not be held responsible for any statement that has not been confirmed in writing.
- 2.4. Any rule of interpretation that is contrary to common sense does not apply to the Agreement.
- 2.5. Paragraph headings are merely a guide and are not intended to be a part of the Agreement.

3. Definitions

- 3.1. "Agreement" means (in reverse order of precedence with lowest first):
 - 3.1.1 these terms and conditions;
 - 3.1.2 terms and conditions referred to in the agreement;
 - 3.1.3 documents explicitly referred to in the Order;
 - 3.1.4 the Order; and
 - 3.1.5 amendments to the agreement agreed in writing;
- 3.2. "Business Day" a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 3.3. "Business Hours" the period from [9.00 am to 5.00 pm] on any Business Day.
- 3.4. "Confidential Information" means all data and or information concerning the business or affairs of GUIDANCE, its trade secrets, proprietary information and know-how (whether or not it is in a tangible, electronic or documented form, it is marked or identified as being proprietary or under the control of GUIDANCE) which GUIDANCE discloses to the Seller or permits to access electronically for the purposes of the Contract;
- 3.5. "Conflicting Minerals" means any minerals referred to in the Conflicting Minerals Regulations;
- 3.6. "Conflicting Minerals Regulations" means the Conflicting Minerals Regulation Directive (EU) 2017/821 and any legislative changes from time to time;
- 3.7. "Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services, which will exist once the Seller has accepted the Order in terms of Clause 4.2 hereof;
- 3.8. "Delivery Address" means the address stated in the Order;
- 3.9. "Due Date" means the date by which the Goods are to be delivered or the Services are to be performed as stated in the Order.
- 3.10. "Force Majeure Event" has the meaning given in clause 11.8.
- 3.11. "Goods" means the goods (including any instalment of the Goods or any part of them) described in the Order;
- 3.12. "Indemnity Limit" means the Price or five hundred thousand pounds (UK pounds sterling), whichever is greater;
- 3.13. "Order" means GUIDANCE's order for the supply of Goods and/or Services, as set out in the official purchase order containing a unique purchase order number;
- 3.14. "Price" means the aggregate price of the Goods and or charge for the Services as stated in the Order and, where context permits, the price for any instalment of the Goods or the Services, where the Goods are to be delivered, or the Services are to be performed, by instalments;
- 3.15. "Services" means the services (if any) described in the Order;
- 3.16. "Specification" means any plans, drawings, data or instructions supplied by GUIDANCE to the Seller which describe the form or performance of the Goods or Services;
- 3.17. "Staff" means any employee of the Seller or employee of a sub-contractor;
- 3.18. "Terms and Conditions" means the terms specified in this document;
- 3.19. "Warranty" means the representations and warranties contained in Clause 11.
- 3.20. "Writing" means to notify or give notice to the other party as required under this Agreement and shall be deemed as validly given if it is in writing and sent by fax, email or prepaid first-class or airmail post to the correct fax number, email address or postal address of the relevant party as contained on the quotation or prior correspondence, or subsequently notified to the other party. Where sent by fax, the notice is deemed to have arrived immediately upon sending. If sent by email, the notice is deemed to have arrived 24 hours after it was sent (unless within those 24 hours the sender has been sent an email saying that the notice has not been delivered). If sent by post, the notice is deemed to have arrived on the third working day after the day on which it was sent (if sent to an address within the UK), the fifth working day (if sent to an address within the EEA) or on the seventh working day (anywhere else in the world) (unless in each case within that period it was returned as undelivered).

4. Basis of Purchase

- 4.1. GUIDANCE agrees to purchase from the Seller the Goods or Services set out in the Order for the Price set out in the Order and subject to the Terms and Conditions set out in the Order and in this Agreement.

- 4.2. The Order will lapse unless unconditionally accepted by the Seller in Writing within seven days of its date. For the avoidance of doubt the Order and these Terms and Conditions shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to GUIDANCE or subject to which the Order is accepted or purported to be accepted by the Seller.
- 4.3. No variation to the Contract shall be binding unless agreed in Writing between the authorised representatives of GUIDANCE and the Seller.

5. Specifications

- 5.1. The quantity, quality and description of the Goods and the Services shall be as specified or referred to in the Order and or any applicable Specification supplied by GUIDANCE to the Seller or as otherwise notified by GUIDANCE or agreed in Writing by GUIDANCE
- 5.2. Any Specification supplied by GUIDANCE to the Seller, or specifically produced by the Seller for GUIDANCE, in connection with the Contract, together with the copyright, design rights or other intellectual property rights in the Specification, shall be the exclusive property of GUIDANCE, and the Seller as beneficial owner assigns to GUIDANCE all such copyright, design rights and other intellectual property for no further consideration, subject only to the payment of the Price. The Seller acknowledges that such Specification shall be Confidential Information for the purposes of Clause 10.
- 5.3. The Seller undertakes that
 - 5.3.1. it will comply with all application regulations (including where applicable, the Control of Substances Hazardous to Health Regulation 1999) or other legal requirements concerning the manufacture, packaging, packing, pricing and delivery of the Goods and the performance of the Services; and
 - 5.3.2. when it is required to perform its obligations under the Contract on the premises of GUIDANCE, it will comply with all of GUIDANCE's rules and practices relating to health and safety provided these have been brought to the attention of the Staff of the Seller who are on the premises; and
 - 5.3.3. it will ensure that the Goods are manufactured in accordance with its quality control procedures which shall be based upon BS EN ISO 9001:2000, EN ISO 14001, any applicable equivalent standards or any standards that replace them from time to time.
 - 5.3.4. it will conform to all relevant environmental standards, guidelines and codes of practice and shall take all practical steps in the fulfilling of its obligations under the Contract to minimise any risk to the environment.
 - 5.3.5. The Seller shall comply with all applicable laws, statutes and regulations relating to anti-slavery and human trafficking, including the Modern Slavery Act 2015. The Seller warrants that it has not been convicted of any offence involving slavery or human trafficking and is not the subject of any investigation in respect of such offences. The Seller shall maintain throughout the term of the Contract appropriate policies and procedures to ensure compliance with such laws and shall take reasonable steps to ensure that there is no slavery or human trafficking in its supply chains.
- 5.4. The Seller shall not unreasonably refuse any request by GUIDANCE, its agents or any appointed inspection authority to inspect and test the Goods during manufacture, processing or storage on the premises of the Seller or any third party prior to despatch, and the Seller shall provide GUIDANCE, its agents or such inspection authority with all facilities reasonably required for inspection and testing.
- 5.5. If as a result of such in-process inspection or testing GUIDANCE is not satisfied on reasonable grounds that the Goods will comply in all respects with the Contract, and GUIDANCE so informs the Seller in writing within seven days of inspection or testing, the Seller shall take steps as are necessary to ensure compliance with the Contract. Failure by the Seller to take such steps shall be considered as a breach of the Contract by GUIDANCE and may result in cancellation or termination of the Order by GUIDANCE.
- 5.6. The Goods shall be marked in accordance with GUIDANCE's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach the Delivery Address in an undamaged condition in the ordinary course.
- 5.7. The Seller is responsible to ensure that only original manufacturer parts are used on all Guidance products. Whenever Seller wishes to purchase parts from non-original manufacturer suppliers Seller should ensure the parts are supplied with evidence of manufacture and that Guidance are kept informed with details of where the parts are being sourced. Guidance shall have the rite to veto the use of some suppliers.

6. Price of the Goods and Services

- 6.1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated shall be:
 - 6.1.1. exclusive of any applicable value added tax (which shall be payable by GUIDANCE subject to receipt of a VAT invoice); and
 - 6.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 6.2. No increase in the Price may be made on any account without the prior consent of GUIDANCE in Writing.

7. Delivery and Acceptance

- 7.1. The Goods shall be delivered to the Delivery Address on the date stated in the Order during Business Hours.
- 7.2. A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 7.3. The Seller shall supply GUIDANCE in good time with instructions, documentation, certification or other information required to enable GUIDANCE to accept delivery of the Goods or performance of the Services.

- 7.4. GUIDANCE shall not be obliged to return to the Seller any packaging for the Goods.
- 7.5. GUIDANCE may reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted the Goods until GUIDANCE has had reasonable time to inspect and test them following delivery or, if later, within a reasonable time after any latent defects in the Goods become apparent.
- 7.6. If the Goods are not delivered or the Services are not performed on the Due Date then, without limiting any other remedy, GUIDANCE shall be entitled to deduct from the Price by way of liquidated damages for delay one per cent of the Price for every week of delay up to a maximum of 18 per cent of the Price.

8. Terms of Payment

- 8.1. The Seller may invoice GUIDANCE within 30 days after delivery of the Goods or performance of the Services and each invoice shall quote the purchase order number of the Order. Where the Goods are to be delivered, or the Services are to be performed by instalments and the Order specifies unit prices for each particular instalment or consignment the Seller may invoice GUIDANCE in the amount of the appropriate price for each instalment on or at any time after it has been delivered or performed (as appropriate).
- 8.2. Unless otherwise stated in the Order, GUIDANCE shall pay the Price of the Goods and the Services within 30 days after the end of the month of receipt by GUIDANCE of a proper invoice or after the acceptance of the Goods or Services in question by GUIDANCE should this be later.
- 8.3. GUIDANCE may set off against the Price any sums owed to GUIDANCE by the Seller, whether under this or any other contract between GUIDANCE and the Seller or otherwise, however arising.

9. Risk and Property

- 9.1. Risk of damage to or loss of the Goods shall pass to GUIDANCE on delivery to GUIDANCE in accordance with the Agreement.
- 9.2. The property in the Goods shall pass to GUIDANCE on full payment to the Seller of amounts due in relation to the Goods as set out in the Order and specified in the related invoice as described in Clause 8.1. Where GUIDANCE takes delivery by batch or instalment title shall pass to GUIDANCE on full payment to the Seller of amounts due and invoiced for each batch or instalment.

10. Confidentiality

- 10.1. The Seller may have or obtain Confidential Information (which includes but is not limited to information relating to GUIDANCE products, planned products and details of our marketing, support and internal structures and similar information relating to our suppliers or related products). The Seller agrees that it will use Confidential Information solely for the purposes of this Contract, and that it shall not disclose, whether directly or indirectly, to any person any Confidential Information.
- 10.2. The clause above shall not prevent the Seller from disclosing or using any Confidential Information
 - 10.2.1. which is public or becomes public through no fault of the Seller; or
 - 10.2.2. to the extent required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. GUIDANCE agrees to be bound by equivalent obligations to those in contained in clauses 10.1 and 10.2 in relation to any confidential information which the Seller may give to GUIDANCE.

11. Warranties and Liabilities

- 11.1. The Seller warrants to GUIDANCE that the Goods or Services:
 - 11.1.1. will be satisfactory (within the meaning of the Sale of Goods Act 1979) and fit for purpose as described in the Specification;
 - 11.1.2. will be free from defects in design, material and workmanship;
 - 11.1.3. will be free and clear of all liens, claims and encumbrances;
 - 11.1.4. will correspond to that described in the Specification;
 - 11.1.5. will comply with all statutory requirements and regulations relating to the sale of the Goods;
 - 11.1.6. it will not procure any Conflicting Minerals or breach the Conflicting Minerals Regulations.
- 11.2. The warranty period shall be the period of twelve months or as otherwise stated in the Order from the date of delivery of the Goods and or Services.
- 11.3. In the case of the Goods being repaired or replaced by the Seller during the Warranty Period, the Warranty Period in respect of such repaired or replacement Goods will commence from the date that such repair was finalised or the Goods were replaced.
- 11.4. The Seller warrants to GUIDANCE that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for GUIDANCE to expect in all the circumstances.
- 11.5. Without limiting any other remedy, if the Goods or Services are not supplied or performed in accordance with the Contract then GUIDANCE shall be entitled:
 - 11.5.1. to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 14 days; or
 - 11.5.2. at GUIDANCE's sole option, and whether or not GUIDANCE has previously required the Seller to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.
- 11.6. Subject to the full limit of liability contained within Clause 11.7.2, the Seller shall indemnify GUIDANCE in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by GUIDANCE as a result of or in connection with:
 - 11.6.1. breach of any warranty given by the Seller in relation to the Goods or the Services;

- 11.6.2. any act or omission of the Seller or its Staff in supplying, delivering and installing the Goods other than in accordance with the Contract; and
- 11.6.3. any act or omission of the Seller or its Staff in connection with the performance of the Services other than in accordance with the Contract.

- 11.7. The liability of the Seller under the foregoing provisions of this Clause 11 is limited as follows:

11.7.1. The Seller shall have no liability for breach of the Warranties unless GUIDANCE shall have notified the Seller in Writing within the warranty period that a breach has occurred; and

11.7.2. the liability of the Seller under the indemnity contained in Clause 11.6 shall be limited to the Indemnity Limit in respect of any claim or series of related claims.

- 11.8. Subject to the terms of this clause neither the Seller nor GUIDANCE shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control and that party has given reasonable notice to the other party accordingly. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

11.8.1. unpredictable acts of nature, fire or accident;

11.8.2. war, sabotage, insurrection, civil disturbance or requisition;

11.8.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any applicable government, parliamentary or local authority; and

11.8.4. import or export regulations or embargoes.

Provided that in all cases if the Force Majeure Event lasts longer than 14 days and prevents either party from complying with its obligations in terms of the Contract then the other party shall have the right to serve a notice to terminate the Contract and shall as soon as such notice is communicated to the other party, be relieved of all obligations in terms of the Contract, save payment and repayment in respect of any Goods or Services supplied in terms of the Contract prior to the date of such force majeure event occurring.

- 11.9. The Seller shall take out and maintain throughout the Contract such insurance cover with a reputable insurer as is necessary to adequately cover the liabilities accepted by it in this Clause 11 and will produce at the request of GUIDANCE a copy of the insurance policy or policies and relevant renewal receipts for inspection by GUIDANCE. All such insurance shall be endorsed to provide that underwriters waive any rights in recourse including in particular subrogation rights against GUIDANCE in relation to the Contract. Where GUIDANCE has consented in Writing to the Seller sub-contracting its obligations under the Contract for the purposes of Clause 13.4 the Seller shall procure that sub-contractors are insured to appropriate levels as may be relevant to their work.

12. Termination

- 12.1. GUIDANCE may cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event GUIDANCE's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which GUIDANCE has exercised its right of cancellation, less the Seller's net saving of cost arising from the cancellation. In the event that the Order is cancelled or terminated:
 - 12.1.1. the Seller shall take all steps necessary to mitigate the costs and liabilities incurred by it in connection with such cancellation or termination and;
 - 12.1.2. the seller shall protect, preserve and deliver in accordance with GUIDANCE's instructions any property relating to the Order, which is in the Seller's possession at the time of cancellation or termination.
- 12.2. Without limiting any other remedy, GUIDANCE may terminate the Contract without liability to the Seller by giving notice to the Seller at any time it:
 - 12.2.1 fails to deliver the Goods or perform the Service by the Due Date or;
 - 12.2.2 is in breach of its obligations under clause 10 of this Agreement
 - 12.2.3 is subject to the appointment of a manager, receiver or administrator over all or any part of your assets, or;
 - 12.2.4. commences any winding-up process (other than for the purposes of reconstruction or amalgamation) or;
 - 12.2.5. enters into or proposes any form of arrangement or composition with its creditors (within the meaning of the Insolvency Act 1986) or;
 - 12.2.6. is subject to anything analogous to the above sub-sub-clauses in any jurisdiction.
- 12.3. The Order will automatically be terminated without notice upon the expiry of 120 days from the Due Date in the event that the Goods have not been delivered or Services have not been performed by that date or if that day falls on a none Business Day then the next Business Day.

13. ANTI-BRIBERY

- 13.1. The Seller, (which for purposes of this clause 13 shall include all of the Seller's Staff, agents, representatives, affiliates and any person who performs Services on behalf of the Seller) agrees with GUIDANCE that it will not, in connection with the Goods and/or Services to be supplied under this Agreement, bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage (whether of money or anything of value)) GUIDANCE or any of its Staff, agents, representatives or contractors ("Relevant Party").
- 13.2 The Seller represents and warrants to GUIDANCE that it has not, prior to the date of this Agreement, bribed or attempted to bribe any Relevant Party in order to secure any business from GUIDANCE whether in connection with this Agreement or otherwise.
- 13.3. The Seller acknowledges and agrees on behalf of all of the Seller's Staff, agents, representatives, affiliates and any person who performs services on behalf of the Seller, that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business, including the UK.

- 13.4. The Seller agrees that it will not take or knowingly permit any action to be taken that would cause GUIDANCE to be in violation of any applicable anti-bribery or anti-money laundering laws.
- 13.5. The Seller agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Seller whether under this Agreement or otherwise, and GUIDANCE (and GUIDANCE's authorised representatives) shall have the right to inspect and audit the Seller's books, records and accounts at any time on prior written notice.
- 13.6. If the Seller discovers that it has or may have violated any of the provisions in this clause 13, the Seller shall immediately notify GUIDANCE and cooperate with any investigations by GUIDANCE into such matters.
- 13.7. Without prejudice to the generality of clauses 13.1 to 13.6 inclusive, the Seller covenants with GUIDANCE to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the Seller's behalf.
- 13.8. The Seller agrees that in addition to GUIDANCE's termination rights set out elsewhere in this Agreement, GUIDANCE may immediately terminate this Agreement in the event of a breach of this clause 13 by the Seller.
- 13.9. Without prejudice to GUIDANCE's rights to be indemnified elsewhere under this Agreement, GUIDANCE shall not be required to make any payments to the Seller that might otherwise be due from GUIDANCE if such payments are related to a transaction in connection with which the Seller has breached this clause 13.

14. General

14.1. Assignment and Other Dealings

- 14.1.1 GUIDANCE may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 14.1.2 The Seller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of GUIDANCE.

14.2 Entire Agreement

- 14.2.1 The Contract constitutes the entire agreement between the parties.
- 14.2.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.3 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by GUIDANCE (or its authorised representative).

14.4 Waiver

- 14.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 14.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

14.5 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 14.5, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.6 Notices

Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

14.6.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

14.6.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

GUIDANCE: accounts@guidancemarine.com

Seller: Email Address on the Order.

Any notice shall be deemed to have been received:

14.6.1.3 if delivered by hand, at the time the notice is left at the proper address;

14.6.1.4 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

14.6.1.5 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

14.6.1.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.7 Third Party Rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.8 Governing Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.9 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.