1. Definitions

“Purchaser” means any company in the Future Marine Services Ltd group, and any representatives, successors and assigns. “Seller” firm company named in the Purchase Order to supply Products and includes its legal personal representatives, successors and assigns. “Purchase Order” means all materials, equipment, items, documents and services which are to be provided between Purchaser and Seller. “Purchase Order”, “Purchase Order” shall mean the Purchase Order document, Terms and Conditions, and the technical specification or any addenda thereto.

2. Interpretation

Conflicts in this Purchase Order will be resolved by the following order of precedence: (1) Any subsequent PO amendment signed by both parties; (2) Any Special Terms and Conditions, attached or written into the Purchase Order; (3) Terms of Purchase Order; (4) All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All correspondence and other documents shall be in the English language. If any provision of the Purchase Order is held to be invalid or unenforceable, it shall not affect the other provisions of the Purchase Order and all such provisions shall remain in full force and effect. The Purchase Order is the entire agreement between Purchaser and Seller and supersedes all prior understandings and commitments between the parties.

3. Acceptance

This Purchase Order constitutes acceptance by Purchaser of all conditions contained in this Purchase Order, and is not to be amended or modified except in writing signed by authorized representatives of Purchaser and Seller. This Purchase Order shall be binding and irrevocable and shall not be subject to any change or modification except as may be agreed in writing. Terms and Conditions of Purchase Order, even if arising out of the sole, permanent, irrevocable, royalty-free license to any and all third parties. The above rights and warranties are in addition to any warranties or remedies that exist under law. All expressed or implied warranties are material and shall survive delivery or the termination of the Purchase Order. If the Purchase Order requires the transfer to Purchaser of any chemical substance or mixture, or any hazardous agent, Seller shall provide before or with said transfer a Material Safety Data Sheet and a Certificate of Analysis. All costs and expenses, arising out of any and all claims, demands, debts, damages, losses, actions, suits, expenses or costs arising out of or in connection with any damage or loss of property and equipment or arising out of or in connection with injury to or death of any person, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the Purchase Order, shall be borne by Seller. Purchaser shall indemnify and hold harmless Purchaser and its employees, agents, representatives, parent, affiliated and subsidiary companies and its officers, directors, employees, agents, assigns, representatives, successors and assigns from any and all claims, demands, debts, damages, losses, actions, suits, expenses or costs arising out of or in connection with any damage or loss of property and equipment or arising out of or in connection with injury to or death of any person, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the Purchase Order.

11. Warranty

Purchaser and Seller warrants that the Products are fit for purpose, of merchantable quality, free from all defects in design, workmanship and material, and in strict accordance with the specifications and instructions given in the Purchase Order. Invoices to be submitted in accordance with the specifications and instructions given in the Purchase Order. If the Purchase Order requires the transfer to Purchaser of any chemical substance or mixture, or any hazardous agent, Seller shall provide before or with said transfer a Material Safety Data Sheet and a Certificate of Analysis. All costs and expenses, arising out of any and all claims, demands, debts, damages, losses, actions, suits, expenses or costs arising out of or in connection with any damage or loss of property and equipment or arising out of or in connection with injury to or death of any person, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the Purchase Order, shall be borne by Seller. Purchaser shall indemnify and hold harmless Purchaser and its employees, agents, representatives, parent, affiliated and subsidiary companies and its officers, directors, employees, agents, assigns, representatives, successors and assigns from any and all claims, demands, debts, damages, losses, actions, suits, expenses or costs arising out of or in connection with any damage or loss of property and equipment or arising out of or in connection with injury to or death of any person, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the Purchase Order.
16. Liens and Claims

Seller shall not create or allow or do any act, deed or thing which could create or allow a lien on Purchaser or Purchaser's property, including Products. Seller expressly waives all rights under contract law, contract law to lien or otherwise encumber Purchaser's property and shall indemnify and hold harmless Purchaser from any liens, claims, assertions, demands, disputes, arbitrations, actions or proceedings arising out of or connected with this Purchase Order. Upon request, Seller shall promptly execute an acknowledgement or waiver as Purchaser may require confirming Seller's compliance with this clause.

17. Assignment and Subcontracting

Seller shall not assign the Purchase Order or any part thereof without the written consent of Purchaser. Purchaser reserves the right to assign the Purchase Order or any part thereof for the performance of its duties and/or assign to Purchaser or to a customer of Purchaser. Seller must have Purchaser's prior written consent to subcontract any work under this Purchase Order. No subcontractor or supplier shall in any way relieve the Seller in any manner or in any respect of any of Seller's responsibilities under the Contract.

18. Independent Contractor

Seller shall at all times remain an independent contractor and neither Seller nor its employees, agents or representatives shall be deemed to be employees, agents or representatives of Purchaser.

19. Compliance with Laws

Seller shall comply with all applicable laws, ordinances, rules and regulations in connection with this Purchase Order. Seller certifies compliance with all applicable employment and workplace safety laws and regulations. Seller shall indemnify, and hold Purchaser its affiliates, related and subsidiary companies and its and their employees, agents, contractors and subcontractors harmless against any claim or proceeding resulting from any non-compliance herewith.

20. Trade Compliance

Seller shall comply with all applicable customs, export and import laws and regulations, including but not limited to those related to trade embargoes and sanctions. Seller will obtain the necessary export control licenses and permits to deliver the Products to Purchaser. Seller must provide a full and complete description of the Products, together with corresponding documentation as required by the appropriate commercial and border authorities. Seller is responsible for filing and conveying the applicable entries to the commercial and border authorities. Seller will cooperate with all authorities and law enforcement agencies and will comply with the principles of the United Nations Universal Declaration of Human Rights. Seller shall not introduce into the United States any goods, technologies, or software for any end-use in violation of United States export laws. Seller shall ensure that its contracts with its Subcontractors contain comparable provisions and shall indemnify Purchaser for any loss or damage resulting from either Seller's or anyone of its employees, agents, representatives or Subcontractors violating any of the terms of this clause.

21. Ethics and Compliance

Seller will conduct its business in a lawful manner and in a manner that is consistent with the highest ethical standards prevailing in the business communities in which it operates. Seller will comply with applicable governmental regulations governing the employment and treatment of workers and the use of child labour in its operations. Seller will keep books and records in a complete and accurate manner. The maintenance of the highest standards of integrity and legal compliance is a primary obligation of all employees and is subject to all circumstances to be sacrificed for the sake of results. Seller will ensure that all actions to which it gives its consent are consistent with the purpose and intent of this clause, and in no way authorize or encourage the giving of money or anything of value to any employee, director, agent or representative of Purchaser or a Government Official, to any officer or employee of a public international organization, a governmental political party or official thereof or any person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly for the purpose of: (1) influencing any act or decision of such official, officer, employee, director, agent, representative, person in his or its official capacity, including a decision to fail to perform his or its official functions; or (2) inducing such official, officer, employee, director, agent, representative, political party or person to use his or its influence with the Government or instrumentality thereof or organization to affect or influence any act or decision of such Government or instrumentality for an improper advantage in order to assist Seller in obtaining or retaining business for or with a directing business to Purchaser or any of its affiliates, subsidiaries or Purchaser or to a customer of Purchaser. Seller shall ensure that its contracts with its Subcontractors contain comparable provisions and shall indemnify Purchaser for any loss or damage resulting from either Seller's or anyone of its employees, agents, representatives or Subcontractors violating any of the terms of this clause.

22. Confidentiality

Seller shall obtain prior approval of the text of any announcement, publication or other type of announcement concerning the Purchase Order that Seller or its subcontractors / sub-vendors wish to release for publication. Seller will treat information that it acquires concerning the Purchase Order as confidential and will not disclose such information to any party except as may be required for the performance of the Purchase Order. Seller will enter into a specific confidentiality agreement if requested by Purchaser.

23. Documents

Where required by the Purchase Order Seller shall submit a detailed list of all data/documents that will be provided along with the scheduled date of issue for each data/document item on the list, within two weeks from Purchase Order issue date. The list shall be subject to review and approval by Purchaser. Final invoice payment may be withheld until all required documentation is reviewed and accepted by Purchaser.

24. Title

Seller warrants good title to all materials used in Products, free and clear of all liens, claims and encumbrances. Title to Product shall become the property of Purchaser at the time of delivery of the Products, all rights, benefits and remedies conferred under the Purchase Order shall become the property of Purchaser at the time of delivery of the Products, all rights, benefits and remedies conferred under the Purchase Order.

25. Future Bulletins and Recall Notices

Seller agrees to send all future product recall notices, safety defects, maintenance notices, etc. to Purchaser at the address listed on the cover page of the Purchase Order. Notices which have safety implications must be advised immediately by telephone and confirmed in writing within 24 hours.

26. Accounting Records and Audit

Seller and its subcontractors shall keep accurate accounts and time records showing all costs and expenses of preparation. Notwithstanding any transfer of title, Seller will be responsible for safeguarding and maintaining and for accounting principles and procedures. Purchaser, or its representatives shall have the right to examine and audit, during customary business hours, all books, records, financial statements, contracts and other documents relating to the Purchase Order or breach thereof shall be referred to and settled by arbitration to be held in London, England, in accordance with the rules of the London Court of International Arbitration (LCIA) as a present for the number of arbitrators shall be three (3), chosen in accordance with the LCIA rules, unless both parties agree to use a sole arbitrator. The language to be used in the arbitral proceedings shall be English. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Each party irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the choice of law, means of resolving disputes or venue or for enforcement of any award related to arbitration in accordance with this clause arising from or relating to the Purchase Order.

28. Notices

All notices and other communications provided for in the Purchase Order shall be in writing and shall be delivered by post, electronic mail (subject to the originating party receiving a ‘read’ receipt from the receiving party) or by hand to an authorised representative of the party to whom such notice is directed at the address set out on the face of the Purchase Order or such other address as may, from time to time, be notified to the other party in writing.

29. Governing Law and Venue

The Purchase Order shall be governed by and construed in accordance with the laws of England. Any and all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with the Purchase Order or breach thereof shall be referred to and settled by arbitration to be held in London, England, in accordance with the LCIA rules, unless both parties agree to use a sole arbitrator. The language to be used in the arbitral proceedings shall be English. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Each party irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the choice of law, means of resolving disputes or venue or for enforcement of any award related to arbitration in accordance with this clause arising from or relating to the Purchase Order.

30. Inspection

All Goods delivered are subject to inspection and acceptance by Purchaser at its facility regardless of prior inspections or payment. If Goods received do not meet the quality or quantity ordered Purchaser may return them to Seller at Seller's risk and expense or hold them at Seller's risk.

31. Waiver and Severability

Purchaser's right to require strict performance of the Terms of the Purchase Order shall not be affected or waived by any failure to enforce any of the Terms or by Purchaser's acceptance of performance under the Purchase Order. If any provision (or a part of) the Purchase Order is declared invalid or unlawful, the remaining provisions will not be affected and the Purchase Order will be construed as if the invalid or unlawful provision (or part) had not been included.

32. Headings

The section headings in this document are solely for convenience and will not be considered in its interpretation.

33. Surviving Clauses

The provisions of this document relating to Warranty, Indemnity, Intellectual Property, Confidentiality, Governing Law and Venue will survive its termination.