

	SUPPLY CHAIN	
	Code: NEX.SCH024	Revision: 01
	Date: August 16, 2024	Page: 1/5
TITLE	TERMS AND CONDITIONS	

Acceptance. NEXUS CAB or its affiliate specified in this Purchase Order (**Company**) and the other person or company specified in this Purchase Order (**Seller**) agree that these Terms and Conditions shall constitute an integral part of any contract entered into between the parties as a result of a Purchase Order (hereinafter referred to as **the Purchase Order** or **PO**). A **Purchase Order** or **PO** means an order issued at a given time by the Company to the Seller for the purpose of purchasing goods and/or services. The term “goods” means anything other than services.

Additional Terms. Any addendum attached to this document shall be conclusively deemed accepted by the Seller as additional terms and conditions to this document upon commencement of performance in accordance with its terms or acknowledgment by the Seller.

Independence of the Parties. Nothing in this document creates a joint venture, employment relationship, agency relationship, or partnership between the parties. Neither party may enter into contracts or assume obligations on behalf of or in representation of the other party, or bind the other party in any way.

Inspection. Without prejudice to any other rights arising from the Purchase Order, the Company may inspect all goods prior to their shipment by the Seller, and the Seller shall grant the Company’s representatives access to the Seller’s premises at any reasonable time for the purpose of conducting such inspections, as well as provide any clarifications deemed necessary and/or appropriate by the Company.

Delivery. “Delivery” is deemed to have occurred when the goods and/or services have been received by the Company at the address indicated in this Purchase Order. The costs of returning damaged goods, including packaging, shipping, and insurance, shall be borne by the Seller. The Company may withhold payments for goods and services deemed defective, provided that the Company has notified the Seller of the defect and allowed the Seller to repair, replace, or accept the return by the Company.

Warranties. Unless otherwise agreed in writing, the Seller warrants, for a period of one year from the date of Delivery, that all goods and services are of good quality, free from defects, suitable, fit, and sufficient for their intended use; and further, that such goods are in good working condition. The Seller agrees that the warranties referred to above shall be in addition to, and not limited by, any warranties provided and/or imposed by law or offered by the Seller (including any warranties offered by the original manufacturer/supplier, and provided that the Supplier shall ensure that all such warranties, when available, are passed on to the Company).

Prices and Payments. Unless expressly agreed otherwise in writing, payment terms are NET 45 days from receipt of the Seller’s invoice for the goods and/or services delivered and accepted by the Company. For clarity, the Supplier acknowledges that invoices may not be issued and sent prior to the respective Delivery, and that they must reference the corresponding Purchase Order number, the Company’s details, the goods and/or services provided, quantities, unit prices, and totals, and include any other information that may be necessary to enable payment of the respective amounts due, in accordance with any applicable law in effect at any given time.

Packaging and Shipping. The price of the goods includes all applicable costs and charges related to their packaging, loading, shipping, and insurance, which must be arranged and/or carried out by the Seller on terms that

adequately comply with the carrier's requirements and protect the goods against loss and damage.

Indemnification. IF ANY REPRESENTATIVE OF THE SELLER IS ON THE COMPANY'S PROPERTY (WHETHER SUCH PROPERTY IS HELD BY THE COMPANY UNDER A LEASE, BY OWNERSHIP, OR ON ANY OTHER BASIS PERMITTED BY LAW), INCLUDING ITS VESSELS, THE SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, SUBCONTRACTORS, AND OTHER AGENTS, WITH RESPECT TO ALL LIABILITIES, LOSSES, DAMAGES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED BY THE COMPANY, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR THEIR AGENTS AND EMPLOYEES, ARISING OUT OF, ARISING FROM, OR RESULTING FROM, THE ACTIVITIES OF THE SELLER, ITS EMPLOYEES AND AGENTS, OR ITS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, OR IN CONNECTION WITH THE WORK.

Compliance with the Law. The Seller acknowledges and agrees to comply with all applicable laws, statutes, and regulations regarding ethical and responsible standards of conduct, including, but not limited to, the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, local anti-bribery laws, human rights (including the UK Modern Slavery Act), data protection (including the EU GDPR), trademarks, environmental protection, sustainable development, and/or any other mandatory local and/or international law. If the goods and/or services fail to comply with legal requirements, the Seller violates any law, statute, or regulation or the requirements of any Purchase Order, and the Company incurs any liability or penalty as a result of such noncompliance, the Seller shall indemnify, defend, and hold the Company harmless from and against any and all

liability costs and expenses, including attorneys' fees and interest.

Title and Risk of Loss. The Seller represents and warrants to the Company that it holds, and that the Company will receive from the Seller, good, valid, and marketable title to all goods supplied hereunder, free and clear of any and all encumbrances, liens, charges, pledges, rights of redemption, and/or retention or reservation of title. If the Company is to make installment payments for the goods to be produced and supplied by the Seller to the Company under this Purchase Order, then, upon the first payment and each subsequent payment, title to such goods shall transfer to the Company as work progresses and in proportion to the payments made by the Company to the Seller. The risk of loss or damage to such goods shall not pass from the Seller to the Company until the goods are delivered.

Company Policies. The Seller represents and warrants to the Company that no gratuity or anything of value has been given to or received from any representative of the Company and that the Seller will comply with the Company's Code of Conduct and Ethics Policy, as published from time to time on the Company's website.

Encumbrances. The Seller shall have no right, power, or authority to create, incur, or permit the imposition of any liens of any kind on the Vessel. Cancellation. The Company may cancel a Purchase Order at any time by written notice to the Seller.

Governing Law. With respect to goods to be supplied and/or services to be rendered in the Republic of Angola, where mandatory local provisions apply (in accordance with the law in effect from time to time), such mandatory provisions shall prevail (including, without limitation, rules of exclusive jurisdiction).

Other Agreements. If a separate contract is entered into between the Parties subsequent to this Purchase Order, covering goods and/or services that would otherwise be supplied under this Purchase Order ("Subsequent Contract

Contract”), and there is a conflict between the terms and conditions of the Subsequent Contract and this Purchase Order, the terms and conditions of the Subsequent Contract shall prevail.