



# Terms and Conditions for the supply of goods and/or services

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### INFORMATION ABOUT POLE STAR

This document contains the terms and conditions on which Pole Star Space Applications Limited (**Supplier**) will supply the Goods and/or Services (as defined below). Please read them carefully.

- A) [www.polestarglobal.com](http://www.polestarglobal.com) (**Website**) is a site operated by the Supplier.
- B) The Supplier is a limited liability company registered in England and Wales under company number 03505279 and whose registered office is at C/O Rayner Essex LLP, Tavistock House South, Tavistock Square, London WC1H 9LG, email address [support@polestarglobal.com](mailto:support@polestarglobal.com) . The Supplier's main trading address is 2<sup>nd</sup> Floor, The Yellow Building, 1 Nicholas Road, London W11 4AN and VAT number is 710 6402 81.
- C) The technical means for concluding the Contract (as defined below) are set out in clause 2 below.
- D) The language of the contract will be English.
- E) The Customer's attention is particularly drawn to the provisions of clause 16 relating to limitation of liability.

## 1 INTERPRETATION

### 1.1 Definitions.

In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 20.7.

**Confidential Information:** means all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of the Contract) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information.

**Confirmation:** an email or other written notice sent by the Supplier or a Service Provider to the Customer confirming acceptance of an Order.

**Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the person who purchases the Goods and/or Services from the Supplier.

**Data Processing Principles:** the principles set out in Appendix 2.

**Deliverables:** the deliverables set out in the Order.

**Delivery Location:** has the meaning set out in clause 4.1.

**Dow Jones:** Factiva Limited, acting on behalf of Dow Jones & Company, Inc. and any of its affiliated companies.

**Dow Jones Data:** the personal data (full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by Dow Jones on data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity.

**Fair Use Policy:** the policy for use of Services as set out in clause 10.

**Flat Fee:** a monthly charge for Services.

**Force Majeure Event:** has the meaning given to it in clause 19.1.

**Goods:** the goods (or any part of them) (including items of hardware) as set out in the Order.

**Goods Specification:** any specification for the Goods that is agreed in writing by the Customer and the Supplier.

**IHS:** IHS Global Limited.

**IHS Content:** the products, data, information and other content of IHS and its third party suppliers.

**Information:** the information, materials, content, products, data and resources (including Dow Jones Data and IHS Content) provided to Customer through the Services, including from Service Providers.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Customer's order for the supply of Goods and/or Services, which may be made by completion of a customer form, by email, by telephone or by such other means as may be agreed between the parties from time to time, as the case may be.

**Permitted Users:** means the Customer and its officers, employees or contractors performing services for the benefit of the Customer;

**Quotation:** a quotation for Goods and/ or Services sent by the Supplier to the Customer (which may be given in any form, including by telephone) which is valid only for a period of 30 days from its date of issue.

**Regulations:** all applicable statutory and other rules, regulations, instruments and provisions in force from time to time including those relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and all other rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any authority or body and to which (in each case) either Party is subject from time to time.

**Service Provider:** any person to whom the Supplier delegates all or any of its obligations under these Conditions or that the Supplier relies on to provide all or any part of the Services from time to time (including Dow Jones and IHS).

**Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer.

**Services:** the services (including the Deliverables, the Information and any software) supplied by the Supplier to the Customer as set out in the Service Specification.

**Supplier:** Pole Star Space Applications Limited, a limited liability company registered in England and Wales under company number 03505279 and whose registered office is at C/O Rayner Essex LLP, Tavistock House South, Tavistock Square, London WC1H 9LG.

**Supplier Materials:** all materials, equipment, documents and other property of the Supplier and its Service Providers.

**Vessel:** a ship or vessel in respect of which Customer requests the Supplier to provide the Goods and/or Services (and Vessels shall be construed accordingly).

**Website:** [www.polestarglobal.com](http://www.polestarglobal.com)

## 1.2 Construction.

In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, firm, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a **party** includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

## 2 BASIS OF THE CONTRACT

- 2.1 If the Customer wishes to place an order for Goods and/or Services they shall submit an Order to the Supplier. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues a Confirmation at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Where the Customer places an Order for Goods, the Customer acknowledges that it does so on the basis that these Conditions will apply to all future Orders of Goods made by the Customer from the Supplier, unless otherwise notified by the Supplier. Accordingly, the Customer accepts the application of these Conditions to all future Orders of Goods by the Customer after his first Order.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues, brochures or Website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force. The Supplier further gives no warranty of any kind that the information contained on the Website is complete or timely, or that the Website will be uninterrupted or free of errors and/or viruses.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 A Quotation is an invitation to treat only and shall not constitute an offer.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### 3 GOODS

The Supplier reserves the right to amend the Goods at its absolute discretion or if required by any applicable Regulations and the Supplier shall notify the Customer in any such event (by email or otherwise).

### 4 DELIVERY OF GOODS

- 4.1 The Supplier shall deliver or make available for collection the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2 Unless the Delivery Location is a site owned or controlled by the Supplier, the Customer shall be responsible (at the Customer's cost) for preparing the Delivery Location for the delivery of the Goods and for the provision of all necessary access and facilities reasonably required to deliver the Goods. If the Supplier is prevented from carrying out delivery on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 4.3 Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- 4.4 Unless otherwise agreed in the Order, the Customer is responsible for any installation of the Goods or integration of the Goods into other systems.
- 4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.7 If the Customer fails to accept or take delivery of the Goods within 7 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the 8<sup>th</sup> Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.7.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If 30 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.10 The Customer shall be deemed to have accepted the Goods when the Customer has had 5 Business Days to inspect and test the Goods after delivery.

## **5 QUALITY OF GOODS**

5.1 Warranties are given by the Supplier on the terms set out in the Appendix and this Clause 5 only.

5.2 Without prejudice to the conditions set out in the Appendix, the Supplier shall not be liable for the Goods' failure to comply with any warranty if:

5.2.1 the defect in the Goods would have been apparent on the testing and inspection noted in clause 4.10 but which are not notified to the Supplier within the 5 Business Days period stated in that clause;

5.2.2 the Customer makes any further use of such Goods after giving a notice of a warranty claim;

5.2.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

5.2.4 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

5.2.5 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.2.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

5.2.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.3 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under the warranty.

## **6 TITLE AND RISK**

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;



- 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- 6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 17.1.2 to clause 17.1.12; and
- 6.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 17.1.2 to clause 17.1.12, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of or items owned by the Customer or of any third party where the Goods are stored in order to recover them.

## **7 SUPPLY OF SERVICES**

- 7.1 The Supplier or a Service Provider shall use best endeavours to provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier or a Service Provider shall use reasonable endeavours to meet any start dates for the Services specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall have the right to make any changes to the Services at its absolute discretion or which are necessary to comply with any Regulations and the Supplier shall notify the Customer in any such event (by email or otherwise).

## **8 CUSTOMER'S OBLIGATIONS AND WARRANTY**

- 8.1 The Customer shall:
  - 8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
  - 8.1.2 co-operate with the Supplier and its Service Providers in all matters relating to the Services;
  - 8.1.3 provide the Supplier and its Service Providers with such information and materials as the Supplier and its Service Providers may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 8.1.4 prepare the Customer's equipment for the supply of the Services;
  - 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 8.1.6 not use the Goods or Services for any activity which is, or may be, unlawful;
  - 8.1.7 set up the relevant notifications, as explained in any appropriate user guide for the Goods and/or Services and update them as required;

- 8.1.8 monitor all notifications, warning, alerts and messages via the notification function on any Goods and act on them accordingly; and
  - 8.1.9 notify the Supplier or the Service Provider where appropriate of any malfunction of the Goods which generates excessive or unexpected amounts of traffic.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 8.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
  - 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
  - 8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 8.3 The Customer warrants and undertakes that all Goods and Services supplied by the Supplier to the Customer will only be used by the Customer in the course of its business and at no time shall the Customer be "dealing as a consumer" (as defined in section 12(3) of the Unfair Contract Terms Act 1977).
- 8.4 The Customer warrants, represents and undertakes to the Supplier that:
- 8.4.1 it will comply with all applicable laws, rules and regulations (in all jurisdictions in which it benefits from and uses the Goods and/or Services) during the course of the Contract;
  - 8.4.2 without prejudice to Clause 14.1, it will have the authority required (whether by applicable contracts, laws, rules or regulations) to enable the Supplier as agent and on behalf of the Customer to provide the Services in respect of any assets and vessels which are the subject of the Contract, and for the purposes of accessing, obtaining, using, processing or transferring the data provided to the Customer via the Services; and
  - 8.4.3 it shall immediately notify the Supplier if it is in breach of this Clause 8.4 or if any of the facts set out in this Clause 8.4 ceases to be true.

## 9 CHARGES AND PAYMENT

- 9.1 The price for Goods and the charges for the Services shall be those agreed in the Confirmation. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, import duties or allowances of any kind, which shall be paid by the Customer when it pays for the Goods.
- 9.2 Charges for services may be calculated on the basis of a Flat Fee, a daily, monthly or annual charge or any other agreed basis as agreed by the parties.
- 9.3 Unless otherwise agreed by the parties, all charges are exclusive of transportation and delivery costs, insurance and import duties, which shall be added to the charges and paid by the Customer at the prevailing rate.

- 9.4 The Supplier reserves the right to:
- 9.4.1 increase its rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 3 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Customer; and
  - 9.4.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
    - (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
    - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
    - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.5 In respect of Goods, the Supplier shall invoice the Customer at the time agreed in the Contract. If no time is set out in the Contract, the Supplier may issue the invoice at any time after the Contract has been formed and in most cases (determined at the Supplier's discretion) will invoice and require payment up front prior to delivery of the Goods.
- 9.6 In respect of Services, the Supplier shall invoice the Customer at the time agreed in the Contract. If no time is set out in the Contract, the Supplier may issue the invoice at any time after the Contract has been formed and covering such period in advance as the Supplier determines, being in most cases (determined at the Supplier's discretion) six months in advance.
- 9.7 All invoices shall be sent via email unless the Customer specifically requests that invoices are sent by post (in which case the Supplier reserves the right to add an administration charge of £5 (or equivalent in the currency of the invoice)).
- 9.8 Unless otherwise agreed in the Contract, the Customer shall pay each invoice submitted by the Supplier:
- 9.8.1 within 30 days of issue; and
  - 9.8.2 in full and in cleared funds in the currency and to a bank account specified in the invoice, and
- time for payment shall be of the essence of the Contract.
- 9.9 In the event that the Customer does not comply with the payment provisions in clause 9.8.2 the Supplier reserves the right to charge an administration fee of up to £20 (or equivalent in the currency of the invoice) per invoice.
- 9.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are

chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.11 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to:

9.11.1 suspend any Services provided to the Customer;

9.11.2 suspend delivery of any Goods due to be delivered to the Customer; and/or

9.11.3 charge interest on the overdue amount at the rate of 3 per cent per annum above the then current Barclays Bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.12 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## 10 FAIR USE POLICY

10.1 Any Services supplied to the Customer on a Flat Fee shall be subject to the Fair Use Policy set out in this clause 10.

10.2 Where the Customer's use of the Services causes charges to be incurred over and above the Flat Fee (**Excess Charges**), the Supplier reserves the right to charge the Customer for any Excess Charges.

10.3 Any charge for Excess Charges may be determined by the Supplier from time to time acting reasonably.

## 11 APPLICATION FOR BARRING

11.1 The Supplier reserves the right to apply for an application for barring (which shall include a DB002 discretionary barring and/or a PMB003 mandatory bar) where airtime charges remain outstanding after 90 days from the date of the invoice for land terminals or 180 days from the date of the invoice for marine terminals in accordance with the recommendations of the International Telecommunications Union.

11.2 The Customer acknowledges that once a request has been made by the Supplier for barring to the relevant land earth station (**LES**) and such request is agreed by the LES, the Customer will have 14 days notice in case of maritime termination.

11.3 All additional costs incurred by the Supplier in the application for barring in clause 11.1 and all collection litigation or other expenses shall be reimbursed by the Customer to the Supplier.

## 12 INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier grants to the Customer a non-exclusive, non-transferable, non-assignable, revocable licence (with no right to sub-licence) to use and make available to Permitted Users during the term of the Contract the Information in accordance with the terms of the Contract, solely for the purpose of receiving and enjoying the benefit of the Services.

- 12.2 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (including the Information or any information or data obtained, generated or provided) shall be owned by the Supplier or its Service Providers (as applicable). The Customer shall not remove or deface any legends, restrictions, product identification, copyright, trade mark or other proprietary notices from the Information and/or any related documentation and shall reproduce all such notices on copies of Information permitted to be made under the Contract.
- 12.3 The Customer shall not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, transfer, sell, licence, lease, give, permanently retain, disseminate, broadcast, assign (whether directly or indirectly, by operation of law or otherwise), scan, disclose, make available or create derivative works from the Information or any portion thereof. Further, the Customer shall not create or store in electronic form any library or archive of the Information save that the Customer shall be entitled to retain one hard copy for archival, regulatory or compliance purposes. For the avoidance of doubt, in no circumstances shall the Customer be entitled to produce a commercial product derived from or incorporating the Information.
- 12.4 The Customer shall secure all forms of Information files to prevent access by unauthorised individuals or local area network users.
- 12.5 The Customer shall notify the Supplier promptly in writing of any suit or claim against the Customer relating to the Information. Where the Supplier or any Service Provider elects (as determined at the Supplier's and/or any Service Provider's absolute discretion) to defend the Customer from and against any third party claims based on infringement in UK of any ownership rights, trademark, patent right, copyright or trade secret as a result of the use the Information in accordance with the Contract, the Customer shall permit the Supplier and any Service Provider defending such claim to defend, compromise or settle same and gives the Supplier and any such Service Provider all available information, reasonable assistance and authority to enable the Supplier and any such Service Provider to do so. If as the result of any claim of infringement against any ownership rights, patent, trademark, copyright, license, other property right or libel or defamation, the Supplier, Customer or any Service Provider of the Information is enjoined from using or utilizing the Information or if the Supplier believes that the Information is likely to become the subject of a claim of infringement, the Supplier at its sole option and expense may procure the right for the Customer to continue to use the Information, replace or modify the Information so as to make it non-infringing. The foregoing states the entire liability of the Supplier with respect to any third party infringement claims.
- 12.6 To the extent that any Intellectual Property Rights created in the course of the Services vest in the Customer by operation of law or otherwise, the Customer hereby assigns (by way of assignment of present and future rights) without payment all such Intellectual Property Rights to the Supplier with full title guarantee. If a further assignment is required or if the Customer is unable to assign such Intellectual Property Rights as there are differences between the laws of England and Wales and the applicable law, the Customer shall forthwith execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Customer shall hold all such Intellectual Property Rights on trust for the Supplier.
- 12.7 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 12.8 All Supplier Materials are the exclusive property of the Supplier.

### 13 ANTI-BRIBERY AND SANCTIONS

- 13.1 The Customer shall:
- 13.1.1 comply with all Regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
  - 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 13.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance by it and the associated persons of that party (including all employees, agents, consultants and sub-contractors) with the Relevant Requirements and clause 13.1.2 and will enforce them where appropriate;
  - 13.1.4 promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract; and
  - 13.1.5 provide such supporting evidence of compliance with this clause as the Supplier may reasonably request from time to time.
- 13.2 The Customer shall
- 13.2.1 comply with all applicable laws, statutes and regulations relating to financial sanctions anywhere in the world including any guidance or regulations produced by the Financial Sanctions Unit of the Bank of England, the English Terrorism Act 2000 and the English Proceeds of Crime Act 2006 (the **Relevant Requirements**);
  - 13.2.2 conduct due diligence against any Relevant Sanctions List (as defined below) on any person to whom the Customer is associated with in connection with the Contract;
  - 13.2.3 not sell or supply Equipment or Supplier Services to any person who is included on a Relevant Sanctions List or where it may be reasonably anticipated that the Equipment or Supplier Services will ultimately be received by a person on a Relevant Sanctions List;
  - 13.2.4 have and maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;
  - 13.2.5 comply with any directions given by the Supplier concerning the supply of Equipment and/or Supplier Services to any person, and;
  - 13.2.6 immediately notify the Supplier (in writing) if a person associated with the Customer in connection with the Contract appears on any Relevant Sanctions List or any Equipment or Pole Star Services supplied to the Customer appears on a Relevant Control List (as defined below).
- 13.3 For the purposes of this Clause 13.2, the term **Relevant Sanctions List** shall mean any list of the names of individuals and entities of sanctions targets that has been prepared to assist with the prevention of targets accessing funds and dealing in property, including HM Treasury's Consolidated List, the United Kingdom Export Control Organisation's Iran List, the US Office of Foreign Assets Control List and any other sanctions list produced by the European Union, the United Nations or any other authority or regulatory body with jurisdiction in the Territory.



- 13.4 For the purposes of this Clause 13.2, the term **Relevant Control List** shall mean any list of goods or services that indicates controlled goods and services or those for which a licence or authorisation is required to export such goods or services in the Territory.
- 13.5 The Supplier shall not be responsible for monitoring or reporting on the compliance of vessels which use the Goods and/or receive the Services with laws and regulations in any jurisdiction, including any sanctions laws and regulations, for which the Customer shall be solely responsible. If the Supplier suspects or becomes aware of a breach of any such laws, it shall be entitled to immediately cease providing the Services, require the return of any Goods and report such breach (including by providing Personal Data) to any relevant government, regulatory or judicial body without liability to the Customer.
- 13.6 Breach of this clause 13 shall be deemed a material breach under clause 17.1.1.
- 14 DATA PROTECTION**
- 14.1 The Customer acknowledges and agrees that the Supplier and the Service Providers will by virtue of the provision of the Services come into possession of personal data regarding the Customer, its employees and officers (**Personal Data**).
- 14.2 The Customer shall be the 'controller' of the Personal Data.
- 14.3 The Customer acknowledges and agrees that the Supplier and the Service Providers may use, process, store and/or transfer the Personal Data:
- (a) in connection with the provision of the Services to the Customer and any other customers of the Supplier;
  - (b) to incorporate the Personal Data into databases controlled by the Supplier or any Service Provider for the purpose of administration, provisioning, reconciliation, analysis and reporting and meeting any legal or regulatory obligation imposed from time to time on the Supplier or the Service Provider (as applicable);
  - (c) to communicate to the Customer regarding the products and services of the Supplier by voice, letter, fax or email. The Customer may withdraw consent to any such communications (or use of the Personal Data save as is necessary for the provision of the Services and the fulfilment of the Parties' obligations under these Conditions and/or any Order) by delivering a notice to the Supplier in accordance with the provisions of these Conditions; and/or
  - (d) in accordance with clause 13.2.
- 14.4 The Customer warrants and represents that it has obtained and will continue to obtain all legally required consents and permissions from the relevant parties, including its employees, customers and data subjects, for the use, processing and transfer of Personal Data.
- 14.5 The Customer shall comply with all applicable laws and regulations within the jurisdictions, in which the Customer processes the Information and shall comply with the Data Processing Principles. The Customer acknowledges that an individual who is included in the Information (an "Individual") can enforce in his/her country of establishment this provision against the Customer with respect to its personal data. Any person acting under the authority of the Customer, including a data processor, shall be obligated to process the Information only on instructions from the Customer and on terms no less stringent than those set out in the Data Processing Principles.
- 14.6 Upon reasonable request of the Supplier, the Customer will submit its data processing facilities, data files and documentation needed for processing to review, audit and/or certification by the Supplier (or

any independent or impartial inspection agents or auditors, selected by the Supplier and not unreasonably objected to by the Customer) to ascertain compliance with the warranties and undertakings in the Contract, with reasonable notice and during regular business hours. Such request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Customer, which consent or approval the Customer will attempt to obtain in a timely fashion.

## 15 CONFIDENTIALITY

- 15.1 A party (**Receiving Party**) shall keep in strict confidence all Confidential Information which has been disclosed to the Receiving Party by the other party or a Service Provider (**Disclosing Party**) its employees, agents or subcontractors. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 15 shall survive termination of the Contract.
- 15.2 The provisions of clause 15.1 shall not apply to Confidential Information that:
- 15.2.1 the Receiving Party can prove, using written records, was known to the Receiving Party or in its possession before that information was acquired from, or from some person on behalf of, the Disclosing Party;
  - 15.2.2 is in or enters the public domain through no wrongful default of the Receiving Party or any person on its behalf, provided that this clause 15.2.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
  - 15.2.3 the Receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence;
  - 15.2.4 is required to be disclosed by any Regulations or court order, provided that the Receiving Party shall use all reasonable endeavours:
    - (a) to give the Disclosing Party as much written notice of the disclosure as it reasonably can to enable the Disclosing Party to seek a protective order or other action protecting the Confidential Information from disclosure;
    - (b) to furnish only that portion of the Confidential Information that it is legally obliged to disclose; and
    - (c) to consult with the Disclosing Party with a view to agreeing the timing and content of any such disclosure;
  - 15.2.5 the Receiving Party can prove, using written records, was independently developed by any of the Receiving Party's employees who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the Disclosing Party;
  - 15.2.6 because of its nature is not capable of protection as confidential information even if it remains secret; or
  - 15.2.7 may be used by the Supplier for the provision of the Services to other customers in accordance with clause 14.3(a).
- 15.3 Notwithstanding any other provision of the Contract if the Supplier is approached by a Service Provider and/or the owner of a Vessel then the Supplier may disclose to such person the fact that the



Supplier is providing Goods and/or Services to Customer together with the identity of the Customer and the number of Vessels in relation to which the Customer uses the Goods and/or Services on the condition that the Service Provider or Vessel owner shall not disclose such information to a third party (other than any group company) and will treat such information confidentially.

15.4 On request by the Disclosing Party, at any time during the Contract, the Receiving Party will destroy all documents containing Confidential Information in its possession or under its control, except for such Confidential Information that: (a) the Disclosing Party is required to retain by law or regulation or for archival purposes; or (b) is contained in automatically made computer back-ups.

**16 LIMITATION OF LIABILITY AND INDEMNITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

16.1 Nothing in these Conditions or any Order shall limit the liability of the Supplier for death or personal injury resulting from the Supplier's negligence or for any other liability that cannot be excluded or limited by law.

16.2 The warranties and conditions stated in these Conditions and each Order are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these Conditions or the Order (as applicable) whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.

16.3 It is the Customer's responsibility to ensure that the Services are suitable for its needs. The Supplier expressly disclaims all warranties that (i) the Services or any part thereof will be error-free, (ii) the Services will operate without interruption or will be compatible with any other software or hardware or (iii) information and materials located or obtained through use of the Services are timely, accurate, relevant or complete.

16.4 To the extent permitted by law, the Supplier shall not be liable for any delay or failure in complying with its obligations under these Conditions or any Order if and to the extent that such delay or failure is due to the delay or failure by the Customer to comply with its obligations under these Conditions or any Order.

16.5 The Supplier relies on equipment and services that are outside of its control (for example, mobile hardware units onboard vessels or located on the Customer's property) and on a number of third parties (for example, Service Providers) to provide the Services. The Customer acknowledges and agrees that the Supplier shall not be liable to the Customer for any failure to provide, or delay in providing, the Services to the extent that such failure or delay is due to:

16.5.1 equipment that is outside of its control (for example, because a hardware unit used to provide the Services is not switched on or fully functional);

16.5.2 operation of the Services by the Customer with hardware operation systems or software not supplied by the Supplier; or

16.5.3 the failure of any Service Providers (including suppliers of satellite, internet and other electronic services).

16.6 The use and deployment of the Goods and Services is the Customer's responsibility and the Supplier shall not be responsible for such use or deployment.

16.7 In performing its obligations under these Conditions and any Order, the Supplier shall be entitled to rely upon any instructions, authorisations or approvals (verbal or written) provided to it or its Service Providers by the Customer (or any person acting for or on behalf of the same), and to the extent permitted by law the Supplier shall have no liability for breach of these Conditions or any Order to the extent it has relied on the same.

- 16.8 Subject to clause 16.1, in no event shall the Supplier be liable for any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Supplier is advised of the possibility of loss, liability, damage or expense):
- 16.8.1 loss of revenue;
  - 16.8.2 loss of actual or anticipated profits (including for loss of profits on contracts);
  - 16.8.3 loss of the use of money;
  - 16.8.4 loss of anticipated savings;
  - 16.8.5 loss of business;
  - 16.8.6 loss of operating time or loss of use;
  - 16.8.7 loss of opportunity;
  - 16.8.8 loss of goodwill;
  - 16.8.9 loss of reputation;
  - 16.8.10 loss of, damage to or corruption of data; or
  - 16.8.11 any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 16.8.1 - 16.8.10).
- Subject to the other exclusions set out in the Contract, direct financial and other loss not excluded by this clause is accepted by the Supplier up to the limits set out in clauses 16.9.
- 16.9 Subject to clause 16.1, the Supplier is not responsible for the Customer's use of the Goods and/or Services and accordingly shall not be responsible for any loss of the Customer arising from the use of the Goods and/or Services other than the charges paid for the same. Accordingly, subject to clause 16.1:
- 16.9.1 the total liability of the Supplier under or in connection with each Order (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the lesser of: (i) £10,000; and (ii) the charges payable under the Order in respect of the first six months of the term of the Order; and
  - 16.9.2 the total liability of the Supplier in respect of all claims under or in connection with the Contract (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the lesser of: (i) £25,000; and (ii) the charges paid by the Customer under the Contract.
- 16.10 Subject to clause 16.1, the Supplier accepts no liability or responsibility in respect of its obligations under these Conditions or any Order to any person that is not a party to these Conditions. The Customer shall indemnify the Supplier against any loss, expense, damage or cost (including legal costs and disbursements) incurred or suffered by the Supplier as a result of or in connection with any claim brought against the Supplier by any person that is not a party to these Conditions that relates to these Conditions, any Order or the Services provided under any of the same.

- 16.11 The Customer shall indemnify and keep indemnified on demand the Supplier against any and all liability, loss, expense, damage or cost (including legal costs and disbursements) incurred or suffered by the Supplier as a result of or in connection with:
- 16.11.1 the Supplier carrying out its obligations under these Conditions or any Order in accordance with the terms and conditions of these Conditions or the Order (as applicable);
  - 16.11.2 the Supplier acting on the instructions, authorisations or approvals of the Customer, Customer or any person acting for or on behalf of the same; or
  - 16.11.3 the Customer breaching any of the terms or conditions of these Conditions or any Order.
- 16.12 If any limitation or exclusion of liability provision set out in these Conditions or any Order is held to be invalid under any applicable statute, rule of law or court of competent jurisdiction then it shall to that extent be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded or limited such liability shall be subject to the other limitation and exclusion of liability provisions set out in these Conditions and the Order.

## 17 TERMINATION

- 17.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 17.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
  - 17.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 17.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 17.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
  - 17.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
  - 17.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 17.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

- 17.1.8 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 17.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 17.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.1.2 to clause 17.1.9 (inclusive);
  - 17.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
  - 17.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 17.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- 17.2.1 by giving the Customer 2 months' written notice; or
  - 17.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 17.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier:
- 17.3.1 in accordance with clause 9.11; or
  - 17.3.2 if the Customer becomes subject to any of the events listed in clause 17.1.2 to clause 17.1.12, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

## 18 CONSEQUENCES OF TERMINATION

- 18.1 On termination of the Contract for any reason:
- 18.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 18.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises or assets and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
  - 18.1.3 where the Contract is terminated other than by the Customer under clause 17.1, any pre-paid fees by the Customer for Services which have not been received by the Customer shall only be repaid by the Supplier to the Customer at the Supplier's absolute discretion;
  - 18.1.4 the Customer shall, subject to applicable legal or regulatory restrictions or due to archival requirements, destroy all Information and any copies thereof, and certify in writing to the Supplier the completion of this process;

18.1.5 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

18.1.6 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 19 **FORCE MAJEURE**

19.1 For the purposes of the Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport or communication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or a Service Provider.

19.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.

19.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 3 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

## 20 **GENERAL**

### 20.1 **Assignment and subcontracting**

20.1.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

20.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

20.1.3 In addition to the above, the Customer (i) hereby authorises the Supplier to provide any information provided to it under or in connection with these Conditions to any Service Provider; and (ii) shall afford to each Service Provider the rights and benefits afforded to the Supplier under these Conditions during any time that the Service Provider is engaged in carrying out any or all of these Conditions.

### 20.2 **Notices**

20.2.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

20.2.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

20.2.3 This clause 20.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Contract shall not be validly served if sent by e-mail, unless specifically stated to the contrary in these Conditions.

### 20.3 **Waiver**

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 20.4 **Severance**

20.4.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 20.5 **No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

### 20.6 **Third parties.**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

### 20.7 **Amendments**

20.7.1 The Supplier has the right to revise and amend these Conditions from time to time by giving not less than 30 days prior written notice of the same and providing such amended version of the Conditions to the Customer.

20.7.2 The Conditions shall be deemed to be automatically updated or amended in accordance with any such notice under clause 20.7.1 with effect from the date falling 30 days from the date that the Supplier gives the notice (or such other later date set out in the notice). Any update or amendment made under this clause 20.7 shall apply to Orders made both before and after the effective date of such update or amendment. The Supplier may give a notice under this clause 20.7 either by post or email.

### 20.8 **Entire Agreement**

20.8.1 The Contract:

- (a) constitutes the entire agreement between the parties with respect to the subject matter of the Contract; and

- (b) supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

20.8.2 Each party acknowledges to the other that it has not been induced to enter into the Contract by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in the Contract. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of the Contract shall be for breach of contract under the terms of the Contract and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.

20.8.3 This clause shall not exclude any liability which either party would otherwise have to the other or any right which either of them may have to rescind the Contract in respect of any statements made fraudulently by the other prior to the execution of the Contract or any rights which either of them may have in respect of fraudulent concealment by the other.

## 20.9 **Survival of Obligations**

Notwithstanding any provision of the Contract to the contrary, the provisions of clauses 4.5, 4.6, 6, 8.2, 8.4, 9, 10, 11.3, 12, 14, 15, 16, 18, 19 and 20 and other clauses which expressly or impliedly survive expiry or termination of the Contract for any reason whatsoever shall continue in full force and effect after termination.

## 20.10 **Governing law and jurisdiction.**

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



## Appendix 1

### Warranty

- 1 The Supplier warrants that the Goods it supplies will be free from defect (to the industry standard) under normal use for a period of two years (730 days) with the exception of batteries and Globalstar SmartOne which carry a one year (365 Day) warranty.
- 2 The warranty period for the Goods shall commence at the earlier of 3 months after the date of dispatch from the Supplier or on the date of commissioning.
- 3 The warranty does not apply to defects arising from accident, misuse, abuse, neglect, unauthorised alteration or repair and improper installation. The maximum amount of any claim in contract and tort shall be limited to the original sale price of the Goods.
- 4 In the event of a suspected malfunction, the Supplier shall undertake such investigations as they deem necessary in order to establish the validity of the claim. This may include, but not be restricted to, recommendations for steps to be taken on board the vessel or requests for further checks or information. Such communication may be made verbally or electronically. Authorisation to replace equipment under warranty shall only be given once the Supplier is satisfied that all checks and recommendations have been undertaken.
- 5 In the event of a warranty replacement being authorised, the Supplier shall ship replacement Goods free of charge to a land address, as mutually agreed between the Supplier and the Customer.
- 6 The warranty is restricted to the cost of the Goods and its shipment to a land address only and does not cover any costs that may be incurred for installation of said Goods.
- 7 Goods replaced under warranty shall have a warranty of 3 months (90 days), or the balance of the original warranty period, whichever is the longer.
- 8 Once replacement Goods has been shipped by the Supplier as warranty replacement the Customer shall return the replaced Goods, carriage paid, to the Supplier within a period of 3 months (90 days). Failure to do so will result in the customer being invoiced in full for the replacement Goods supplied.
- 9 The Supplier does not offer any warranty or hardware support on non-Supplier equipment which may be registered to a Supplier service.



## Appendix 2

### Data Protection Principles

#### DATA PROTECTION PRINCIPLES

1. **Purpose limitation:** Information may be processed and subsequently used or further communicated only for the following purposes: (a) assisting in complying with legal duties and regulations which apply to the Customer; (b) performing a statutory role as a Governmental organisation; or (c) performing law enforcement duties. If the Customer is processing special categories of data, defined under Article 8 of the European Directive 95/46/EC as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life ("**Sensitive Data**"), it shall only process it for the purpose of preventing fraud or a similar crime (the "**Purposes**").
- 2. **Data quality and proportionality:** Information must be accurate and, where necessary, kept up to date. Information must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
- 3. **Transparency:** Individuals must be provided with information necessary to ensure fair processing (such as information about the purposes for processing and about the transfer), unless such information has already been given by the Supplier.
- 4. **Security and confidentiality:** Technical and organisational security measures must be taken by the Customer that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. This obligation shall not apply where the Customer is accessing services via the hosted solutions of the Supplier.
- 5. **Rights of access, rectification, deletion and objection:** An Individual must, whether directly or via a third party, be provided with Information about him/her that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or have been dismissed by the relevant data protection authorities, or when doing so would be likely to seriously harm the interests of the Customer or other organisations dealing with the Customer and such interests are not overridden by the interests for fundamental rights and freedoms of the Individual. The sources of Information need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the Individual would be violated. An Individual must be able to have Information about him/her rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the Supplier or the Customer may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom Information has been disclosed need not be made when this involves a disproportionate effort. The burden of proof for any refusal rests on the Customer or the Supplier, and the Individual may always challenge a refusal before the relevant data protection authorities.
- 6. **Sensitive Data:** The Customer shall take such additional measures (e.g. relating to security) as are necessary to protect such Sensitive Data in accordance with its obligations under the Contract or this EUA.
7. **Automated decisions:** For purposes hereof "automated decision" shall mean a decision by the Supplier or the Customer which produces legal effects concerning an Individual or

significantly affects an Individual and which is based solely on automated processing of Information intended to evaluate certain personal aspects relating to him/her, such as his/her performance at work, creditworthiness, reliability, conduct, etc. The Customer shall not make any automated decisions concerning Individuals, except when: (a) (i) such decisions are made by the Customer in entering into or performing a contract with the Individual, and (ii) the Individual is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or (b) where otherwise provided by applicable laws or regulations.