

1. Definitions

In these General Terms and Conditions of Contract (hereinafter referred to as the "Terms and Conditions"), the following terms shall have the following meaning:

- "Supplier": Tresios Holding B.V. and/or any entity or person related to Tresios Holding B.V. performing the supply of Goods and/or Services under an Agreement;
- "Customer": the party with whom the Supplier entered into an Agreement;
- "Agreement": the specific written sales and/or service contract or acknowledgement of order, with appendices, between the Supplier and the Customer, including these Terms and Conditions, which form an integral part thereof;
- "Services": any services including without limitation: technical assistance, inspection, advice, engineering, design, repair, overhaul, maintenance and/or the service to provide Workers that the Supplier has undertaken to provide, whether or not subsidiary to Delivery of Goods and regardless of their appellation;
- "Goods": any goods the Supplier has undertaken to supply, including software, drawings, calculations, reports, hardware, spare parts, certificates and/or documentation required for proper Performance;
- "Acceptance Protocol": the document to be issued and signed by both parties, which shall constitute evidence that the Goods delivered and/or Services provided have been found to be in accordance with an Agreement;
- "Delivery": the delivery of the Goods, as agreed between the parties in accordance with the Agreement;
- "Performance": the provision of Services and/or the supply of Goods by the Supplier;
- "Contract Price": the price to be paid to the Supplier in connection with the Delivery of Goods and/or provision of Services under the Agreement, excluding any optional work(s)/service(s), unless specially agreed otherwise between parties.
- "Personnel": all personnel either directly or indirectly employed or hired by the Supplier, including representatives of the Supplier.
- "Affiliate(s)" means a company, partnership, or other legal entity which controls, is controlled by, or is under common control with, a party. For the purposes of this definition, the term "control" means the direct or indirect ownership of fifty per cent (50%) or more of the issued share capital or any kind of voting rights in a company, partnership, or legal entity, and "controls", "controlled" and "under common control" shall be construed accordingly.
- "Worker(s)": one or more individuals supplied by the Supplier (as an agency) to the Customer.

2. General

- 2.1 These Terms and the Agreement can be amended and supplemented only if such amendment or supplement has expressly been agreed upon as such in writing.
- 2.2 The Agreement replaces all prior oral and written agreements with respect to the subject matter of the Agreement.
- 2.3 Supplier's offers are at all times subject to final acceptance of a signed Agreement and without engagement.
- 2.4 The Supplier shall be entitled to subcontract or assign any part of its rights and obligations out of the Agreement.

3. Obligations of the Customer

In the event of Goods delivered and/or Performance off-shore, the Customer warrants that the Supplier will be enabled to commence and effect Performance immediately upon arrival of Supplier's Goods, Personnel or Workers and without interruption or hindrance. For this purpose, the Customer shall, before the arrival of Supplier's Goods, Personnel or Workers, make all the arrangements necessary -whether or not expressly agreed upon- to ensure that the work can commence at the agreed date and can be carried out without interruption or hindrance.

3.1 Technical, Safety and Storage Assistance

3.1.1 In case the Performance takes place at the premises of the Customer, the Customer shall take all measures prescribed by law and/or any other reasonable measures necessary for the prevention of accidents at his premises. The Customer shall provide

all insurances applicable to the performance of the Services by Supplier, including without limitation insurances covering injury and or death of Supplier's personnel and/or subcontractors. The Customer shall inform the Supplier at least 7 days before commencement of any work in writing of the valid safety precautions and shall ensure that his personnel responsible for safety matters is present during the times that Performance is to take place. The Supplier is entitled to refuse or suspend Performance if the safety of his Personnel is not sufficiently guaranteed.

3.1.2 In addition to article 3.1.1, the Customer shall, at no charge, provide the Supplier with all assistance the Supplier reasonably requires, such as -but not limited to skilled and unskilled personnel, the necessary devices, implements and auxiliary means, etc., The equipment made available by the Customer shall be safe and in perfect condition.

3.1.3 The Customer shall at all times bear responsibility for the storage of all Goods delivered, including Spare Parts and other materials, at least in a dry, closed and lockable room on the site or in its near vicinity, in accordance with normal practice and/or the instructions issued by the Supplier. Prior to the commencement of work or installation of these Goods, they shall be checked by the Customer, in order to make sure that the Goods are complete and undamaged. Goods lost or damaged during storage shall be replaced or repaired at the expense of the Customer.

3.1.4 In the event Supplier personnel needs to travel offshore in the performance of the Services, or in the event of compassionate leave of Supplier personnel while being offshore, all arrangements of such travel offshore shall be arranged by Customer and all related costs are borne by the Customer.

3.1.5 In the event Supplier provides Workers to the Customer, Supplier will make sure the Workers are adequately insured, notwithstanding the Customer's responsibility (as a ship owner or ship manager) to provide adequate Protection & Indemnity cover for the Workers when they are on board the Customer's vessel.

3.1.6 In the event Supplier provides Workers to the Customer, the Customer will ensure that it provides the Workers a safe workplace.

3.2 Documentation

3.2.1 The Customer warrants that all documents and licences required in connection with the import and export of the Goods and/or the stay of Supplier's Personnel in the country and at the premises of the Customer shall be available at the time of arrival of the Goods and/or Personnel.

3.2.2 The Customer shall, at no charge, provide the Supplier timely with any information reasonably required in connection with the Agreement, such as - but not limited to - relevant technical documentation, logs, inspection reports and import licences (hereafter: "Customer Provided Information"). Any such Customer Provided Information shall be free of errors, mistakes, omissions and/or other inaccuracies. Supplier shall under no circumstance be liable for any defaults, errors mistakes or omissions related to or in connection with such Customer Provided Information, nor shall Supplier be liable for any default arising out of or in connection with reliance upon such Customer Provided Information in its Performance of the Services.

3.2.3 The Customer shall keep any information received from the Supplier strictly confidential, and shall use such information solely for the proper performance of the Agreement. All information provided by the Supplier shall be returned by the Customer to the Supplier on Supplier's first request.

3.3 Intellectual property rights

3.3.1 All intellectual property rights, including but not limited to, all drawings, designs, (technical) documentation, building specifications, computer programs, as well as the carriers on which such rights are laid down (hereafter jointly: "I.P.- rights"), which come to the knowledge of the Customer during the contract, will at all times remain vested in and the property of the Supplier and will be returned to the Supplier upon first request or immediately upon fulfilment of the contractual obligations of both the Customer and the Supplier.

3.3.2 All IP-rights produced or developed by or on behalf of the Customer for or during the Contract, are hereby transferred and assigned to the Supplier which transfer and assignment the Supplier hereby

accepts. The Customer shall at first request of the Supplier perform any act, if any, required by the applicable law to conclude full transfer of the IP-rights to the Supplier, including signing additional documents. The Customer hereby transfers in advance all future IP-rights ("Future IP-rights") to the Supplier, which transfer is hereby accepted by the Supplier to the extent that the law does not permit transfer in advance of the Future IP-rights, the Customer will, upon the establishment of any Future IP-rights and at first request of the Supplier, perform any act required for the transfer of the Future IP-rights. The Customer hereby grants the Supplier an irrevocable power of attorney to perform – in the name of the Customer – all acts necessary to conclude the transfer pursuant to the aforementioned IP-rights.

- 3.3.3 In the event parties decide to deviate from the term and conditions as laid down in the paragraphs 3.3.1 and 3.3.2, and agree in writing that the (Future) IP- rights or any part thereof will be transferred and assigned to the Customer, the Customer will give the Supplier a perpetual, worldwide, exclusive, royalty-free and non-transferable licence for the use, including but not limited to exploitation, publication and copying, of the (Future) IP-rights or any part thereof.

4. Terms for Performance

- 4.1. The place of Performance shall be Supplier's offices, unless otherwise agreed between Parties.

4.2 Times of Performance

- 4.2.1 Time(s) or periods of Performance shall be stated in the Agreement. Any time or period of Performance that differs from the Agreement shall only be binding if they have been agreed upon by the Supplier in writing. If Performance is to take place during a specific and fixed period of time by the expiry of which Performance is deemed to be completed, any such period will not commence until all contractual obligations of the Customer have been met, all payments due have been made, security desired by the Supplier has been put up and/or any other preconditions have been fulfilled.
- 4.2.2 In case the Agreement does not specify the time of Performance, such time shall be determined by the Supplier at its discretion after consulting the Customer. However, as far as the Agreement sees to the provision of Services, the date of Performance mentioned in the Agreement shall be an estimate only. The Supplier shall make every reasonable effort to effect Performance at the said date.

4.3 Delay in Performance

- 4.3.1 If Performance is delayed due to (i) any act or omission of the Customer or (ii) the Customer failing to perform any of the obligations mentioned in article 3 of these Terms and Conditions, the Supplier is entitled to extend the time of Performance with a reasonable period which is at least equal to the additional period of time caused by such delay. Furthermore, it is expressly agreed that the Supplier shall have the right to extend the time of Performance in the event that (i) the Supplier has not received the advance payment (or any other contractual payment) as stipulated in the Agreement, or (ii) the Customer has not provided security that complies with the requirements in the Agreement.
- 4.3.2 Any additional costs arising from delay which is not attributable to the Supplier, shall be borne by the Customer.
- 4.3.3 In case the Supplier fails to Perform in time due to reasons attributable only to the Supplier, a grace period of two weeks shall apply. Thereafter, the Customer shall be entitled to claim liquidated damages of 0,5% for each completed week of delay, calculated on the value of the delayed Goods between Customer and Supplier. Liquidated damages shall in no case exceed 5% of the value of the delayed Goods as agreed between Customer and Supplier. Liquidated damages shall only be due if the Customer proves that the delay caused damage and the amount of the loss suffered can be substantiated accordingly. Liquidated damages shall be the Customer's only financial remedy for losses incurred as a result of delay in Performance. Damages other than the said liquidated damages are explicitly excluded.
- 4.3.4 In case of any occurrence, either foreseeable or not, beyond the reasonable control of the Supplier or any of his sub-Suppliers, which

prevents the Supplier from effecting Performance ("Force Majeure"), the date of Performance will be extended with at least the period of Force Majeure. Cases of Force Majeure are in particular -but not limited to- fire, war or warlike acts, riots, insurrection, mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, lockouts, requisitioning, restriction of foreign currency transfer, transport restrictions, and restrictions in the issue of permits for the Personnel, importation and exportation of Goods, tools and/or materials.

4.4 Special provisions for Delivery of Goods

- 4.4.1 The Customer shall have no right to reject or refuse Delivery or acceptance of Goods due to minor defects which do not prevent the normal operation of the Goods, provided that the Supplier agrees to remedy such defects after the Delivery of the Goods, in compliance with the Agreement.
- 4.4.2 All Goods shall be delivered Ex Works, excluding packaging, Suppliers premises, The Netherlands, unless expressly otherwise agreed upon.
- 4.4.3 In the event that dispatch or collection of the Goods at the designated place of delivery is delayed for reasons beyond Supplier's control, the Supplier shall be entitled to store the Goods at the expense of the Customer in a warehouse at Supplier's choice. Upon storage, Delivery shall be deemed completed and the risk for the goods shall transfer to the Customer accordingly.
- 4.4.4 Unless otherwise agreed upon, the Supplier shall be permitted to deliver the Goods in partial shipments. Each shipment may be invoiced separately, in which case the Customer shall pay the separate invoices as part of the total Contract Price.
- 4.4.5 Any alteration of regulations either by Governments or Classification Societies after the moment on which the Supplier and the Customer entered into the Agreement, can never be a ground for liability of the Supplier.

4.5 Special Provisions for the provision of Services

4.5.1 General terms of service and working hours

- (1) Performance shall be considered completed when either – the Supplier has notified the Customer that the provision of Services has been completed and the Protocol of Acceptance was signed; or – three days have elapsed from the time the Supplier notified the Customer as above and Customer has neglected to inspect the Services provided within this time and/or failed to notify Supplier in writing of its approval or rejection, – the Customer commences, without the approval of the Supplier and during the term of Performance, the use or the operation of the Goods on which the Services were provided. Unless expressly otherwise agreed upon in the Agreement, Services shall be provided during a working week which shall be in accordance with normal industry practice, i.e. Monday until and including Friday. A working day is deemed to be a man day.
- (2) Normal working hours are from 08:300 hrs until 17:00 hrs. Hours worked outside these normal working hours, on Saturdays, Sundays or on official holidays will be charged separately as overtime.
- (3) Supplier's Personnel will be guided, if possible, by the operational conditions at the Customers premises and by the climatic conditions of the country.

4.5.2 Additional Obligations of the Customer for the provision of Services

- (1) During Performance, the Supplier is entitled to replace the Personnel delegated by him by other qualified Personnel.
- (2) In case of accidents or illness of Supplier's Personnel, the Customer shall provide the necessary (professional) assistance.
- (3) Any waiting time for which the Supplier is not responsible, will be charged to the Customer as normal working time.

4.5.3 Transfer of risk

- (1) In so far as no special agreement is made, the risk of the accidental destruction or deterioration of the Services as a whole or of self-contained parts will be transferred to the Customer at the moment the Supplier notifies the Customer of the completion of the provision of the Services. If a trial run or sea-trial are agreed upon, the transfer of risk shall take place upon completion of successful trial run or sea-trial.
- (2) Objects and materials made available by the Customer, will be taken in charge by the Supplier in accordance with the scope of agreements made for this purpose. The risk of accidental destruction or deterioration of these objects and materials shall remain with the Customer; for damage to these objects and materials for which the Supplier is responsible, article 7 shall apply.

- (3) Should the provision of Services or the trial run or seatrial be interrupted, stopped or delayed for reasons beyond Supplier's control, the risk of accidental destruction or deterioration of the Services provided shall be transferred to the Customer during the period of the interruption, stoppage or delay.
- 5. Retention of title**
- 5.1 All Goods delivered by the Supplier, shall remain Supplier's property until the Customer has fulfilled all its obligations under this Agreement and under any previous agreement of similar kind between the Customer and the Supplier.
- 5.2 Until the moment property has been transferred to the Customer in accordance with the previous paragraph, the Customer shall take no actions (like combining the Goods delivered, either in production or in storage, with other goods, or transferring, selling or encumbering them in any respect, or taking them into another country) which could jeopardise the unfettered execution of Supplier's property right. Furthermore, the Customer shall take any actions reasonably required in order to protect these rights, and shall immediately return the Goods to the Supplier at first request.
- 6. Warranty**
- 6.1 The following paragraphs shall apply to all warranties provided by the Supplier insofar articles 6.2 and 6.3 do not contain any differing stipulations applicable to the specific type of warranty and strictly to the extent that performance of Services includes fabrication and/or construction by Supplier directly.
- 6.1.1 To the extent applicable, any warranty to be provided by the Supplier, shall be strictly limited to, at its discretion either repair or replace at its works or at local premises and during normal working hours, defects due to poor workmanship, use of defective materials or defective design, provided these defects have been reported to the Supplier in writing during the warranty period, within 3 days from the moment the Customer became known or could reasonably have become known of the above mentioned defects.
- 6.1.2. Defective parts which have been replaced shall be made available to the Supplier upon request and shall be deemed property of the Supplier from the moment those parts are exchanged.
- 6.1.3 The warranty provided does not cover any defect due to or connected with:
- (i) any materials or components or design provided by or on behalf of the Customer, (ii) the negligence or other improper acts or omissions of the Customer, its employees or agents or other third parties, (iii) improper installation and alterations carried out without Supplier's prior written consent. In particular, warranty provided does not cover any defects that are caused by or connected with normal wear and tear, the use of unsuitable materials by the Customer or which are caused by any use, maintenance, service or operation of the Goods delivered or services provided, which is not in conformity with Supplier's manuals, instructions or which is otherwise not in accordance with good engineering practice, (iv) any defect due to or connected with Customer Provided Information.
- 6.1.4 The warranty obligation does not include consequential costs, including - but not limited to- crantage, electricity, scaffolding, assisting work, docking, demounting, mounting and travel- and boarding costs of Supplier's Personnel. If the warranty obligation has to be carried out at a location outside The Netherlands, the Supplier bears only the material costs and the costs of working time required under normal conditions, as would be incurred when the warranty obligation would have been carried out in the Netherlands. The Customer shall bear the costs for travelling, travelling time, waiting time, day and night allowances, tariff expenses as well as costs that are to be borne by the Supplier according to the articles of these General Terms.
- 6.1.5 No warranty obligation will be enforceable by the Customer until the Supplier has received payment of the Contract Price in full.
- 6.2 Warranty for Goods delivered
- 6.2.1 The warranty period ends 3 (three) months after the Protocol of Acceptance has been issued; but in any case after 6 (six) months after delivery of the Services/Goods.
- 6.2.2 No new or additional warranty shall be available for Goods repaired or replaced according to article 6.1 of these terms and Conditions.
- 6.2.3 No warranty shall be available for Goods other than Goods produced, supplied and/or installed by the Supplier.
- 6.3 Warranty for Services Provided
- 6.3.1 The Supplier warrants Performance to the best of its abilities. Any additional warranty with respect thereto is explicitly excluded.
- 6.3.2 Claims by the Customer for damage to the object(s) upon which the Services were performed, are governed by article 7 of these Terms and Conditions.
- 6.4 Warranty for infringements of intellectual property rights In case the Goods or Services infringe any third party's intellectual property rights, Supplier's sole obligation shall be to, at its discretion, either procure the right for the Customer to continue to use the Goods, or to alter the Goods to make them non-infringing.
- 7. Liability**
- 7.1 Supplier's contractual liability is strictly limited to the warranty obligations as mentioned in article 6 of these Terms and Conditions.
- 7.2. Supplier's liability shall be strictly limited to (1) the amount of the Contract Price, calculated at an average use of manpower and facilities, or (2) the amount which is paid out under Supplier's liability insurance policy, whichever is the lesser.
- 7.3. Notwithstanding anything else contained in these Terms and Conditions, Supplier and its Affiliates shall not be liable for:
- (i) any loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or subcontractors of any tier or by third parties), loss of profits or anticipated profits; loss of product; loss of business; business interruption; loss of or deferral of drilling rights; loss, restriction or forfeiture of licences, concession or field interest; loss of revenue, shut in, loss of production, deferral of production, increased cost of working; cost of insurance; or any other similar losses whether direct or indirect; and
- (ii) any consequential or indirect loss whatsoever arising out of or in connection with the performance or non-performance of an Agreement, even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of Supplier, and even if such loss is caused wholly or partially by the unseaworthiness of any vessel, and the Customer shall indemnify, protect, defend and hold harmless Supplier and its Affiliates from such losses suffered by the Customer and its Affiliates and the Charterers shall indemnify, protect, defend and hold harmless the Supplier and its Affiliates from such losses suffered by the Customer and its Affiliates. For the avoidance of doubt, Parties agree that liquidated damages as set out on this agreement and the amount payable upon termination in accordance with Clause 9.3 are not included in the exclusion of liability for consequential damages as per this Clause 7.3.
- 7.4. The Customer shall indemnify the Supplier and its Affiliates against any costs and damages in connection with claims of any third party against the Supplier in connection with the Agreement, in so far the Supplier would not be liable to the Customer therefor.
- 7.5. The Customer shall indemnify the Supplier and hold the Supplier harmless against all costs and damages related to personal injury or death of Workers during the performance of those Workers' duties on board the Customer's vessels, in case the personal injury or death is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer.
- 8. Payment Terms**
- 8.1. Unless explicitly otherwise agreed upon, payments shall be made cash on delivery or by payment to a bank account designated by the Supplier within 14 days of the date of invoice and without any deductions, compensation for debts or withholding of any nature.
- 8.2. Upon reasonable request of the Supplier, the Customer shall provide sufficient security for the total Contract Price. If the Customer does not meet any such request of the Supplier, the Supplier shall have the right to wholly or partially terminate or suspend the Agreement by a written notification to the Customer.
- 8.3. Any objections of whatever kind to invoiced amount shall be submitted to the Supplier in writing within 3 days of the date of the invoice, failing which the invoiced amount shall be deemed to have been accepted by the Customer.
- 8.4. If the Customer fails to perform any of the above payment obligations, the Customer shall pay to the Supplier interest on the amount overdue at 1.5 per cent per month or part of a month. In addition the Supplier may, after having notified the Customer in writing, suspend Performance until payment is received with respect to the Agreement and/or the above payment terms. All the extra-judicial and judicial costs of debt collection

shall be for the Customer's account, whereby a minimum of 15 per cent of the outstanding amount shall be payable by the Customer.

9. Suspension and Termination of Agreement

- 9.1. In case of Force Majeure, either party's sole remedy shall be termination of the Agreement after the period of Force Majeure has continued without interruption for a period of 6 months. The Supplier shall be entitled to either suspend Performance or to terminate the Agreement in case either the Customer does not meet any of the obligations mentioned in these General Terms and Conditions of Contract, or the Supplier has reasons to believe that the Customer shall not be able to meet these obligations.
- 9.2. In the event Supplier's suspension in accordance with clause 8.4 exceeds a period of 14 (fourteen) days and full payment or amounts properly due is not received, Supplier may terminate the Agreement without any liability to Customer whatsoever. In the event of termination in accordance with this Clause 9.2, any amounts due prior to (and including) the date of termination shall remain due and payable to Supplier.
- 9.3. In the event Customer does not, or not timely, fulfil its obligations as set out in Clause 3, Supplier shall, upon reasonable notice, be entitled to suspend its performance without any liability to Customer. In the event Supplier's suspension in accordance with this clause 9.3 exceeds a period of 14 (fourteen) days Customer has not remedied the situation, Supplier may terminate the Agreement without any liability to Customer whatsoever. Any amounts due prior to (and including) the date of such termination shall remain due and payable to Supplier, including an immediately payable amount of 25% of the Contract Price. For the avoidance of doubt, this amount shall not be considered consequential damage

10. Applicable Law and Jurisdiction

- 10.1. This Agreement shall be governed by the laws of the Netherlands.
- 10.2. All disputes arising between the parties to this Agreement shall be settled through friendly consultations between the Parties.
- 10.3. In case no agreement can be reached through these consultations, and the Customer is not a resident of The Netherlands, any and all disputes, including its validity, termination and/or interpretation of the Agreement, shall be brought before the Court of Rotterdam, the Netherlands, which shall have exclusive jurisdiction.

11. Anti-Bribery and Corruption

- 11.1. Each Party hereby undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees or agents have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, Agents or any other third parties, subject to its control or determining influence, from doing so.
- 11.2. The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the following provisions:
- 11.2.1. Parties will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties:
- a) Bribery is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings. Bribery often includes: (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting Party, their close relatives, friends or business partners or (ii) using intermediaries such as Agent s,

subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the other contracting Party, their relatives, friends or business partners.

b) Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Each Party will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal or informal reporting mechanisms, unless such reporting is deemed to be counter-productive under the circumstances.

c) Trading in Influence is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person.

d) Laundering the proceeds of the Corrupt Practices mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

"Corruption" or "Corrupt Practice(s)", as used in this clause, shall include Bribery, Extortion or Solicitation, Trading in Influence and Laundering the proceeds of these practices.

11.2.2. With respect to third parties, subject to the control or determining influence of a party, including but not limited to agents, business development consultants, sales representatives, customs Agent s, general consultants, resellers, subcontractors, franchisees, lawyers, accountants or similar intermediaries, acting on the Party's behalf in connection with marketing or sales, the negotiation of contracts, the obtaining of licenses, permits or other authorizations, or any actions that benefit the Party or as subcontractors in the supply chain, Parties should instruct them neither to engage nor to tolerate that they engage in any act of corruption; not use them as a conduit for any corrupt practice; hire them only to the extent appropriate for the regular conduct of the Party's business; and not pay them more than an appropriate remuneration for their legitimate services.

11.3. If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party's accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of Clause 11.1 or 11.2 above, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011 or any such similar measures in accordance with the laws applicable to this Agreement whichever is the more stringent, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend or terminate the Agreement, it being understood that all amounts contractually due at the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.

11.4. Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of Clause 10, shall have the authority to determine the contractual consequences of any alleged non-compliance with this Clause.