



TERMS AND CONDITIONS

1. Definitions

1.1. In these Standard Purchase Terms, the following definitions apply:

- a. "Agreement" means the agreement between Supplier and Buyer for the purchase and sale of Goods and/or Services.
- b. "Buyer" means Seaspan ULC.
- c. "Deliverable" means any deliverable or other product or result from Services that is referred to in a Purchase Order, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.
- d. "Delivery Date" means the date of delivery for Goods or performance of Services as specified in a Purchase Order.
- e. "Delivery Point" means the location identified by Buyer in the Purchase Order to which the Supplier is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by Buyer.
- f. "Goods" means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
- g. "Intellectual Property Rights" means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality

rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.

- h. "Purchase Order" means the purchase order between Buyer and Supplier for the purchase and sale of Goods and/or Services, to which these Standard Purchase Terms are attached or are incorporated by reference.
- i. "Services" means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.
- j. "Specifications" means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include:
 - (a) documentation obtained by Supplier relating to the Goods or Services;
 - (b) operational and technical features and functionality of the Goods or Services;
 - (c) standards or levels of service performance for Services; and
 - (d) Buyer business requirements that are expressly set out in a Purchase Order.
- k. "Supplier" means OMS Technical Services Limited.
- l. "Supplier Proposal" means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to Buyer, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by Buyer. This may also be referred to as "Official Quotation".
- m. "Warranty Period" means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.
- n. "Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Agreement

2.1. The Agreement consists only of:

- a. these Standard Purchase Terms
- b. the applicable Purchase Order and/or Supplier Proposal
- c. any Specifications or other documents expressly referenced in the Purchase Order.

2.2 Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Proposal, and only to the extent that the terms of the Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.

3. Delivery of Goods and Services

- a. Supplier agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.
- b. Supplier shall pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. Charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges associated with delivering the Goods to the Delivery Point, unless stated otherwise in the applicable Purchase Order or otherwise agreed to in writing by Buyer and Supplier.
- c. Goods shall be delivered and Services performed by the applicable Delivery Date.
- d. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date.
- e. Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing.

- f. Supplier shall comply with all the requirements of the Canada Border Services Agency (or any successor organization) with respect to the importation of Goods from outside Canada.

4. Inspection; Acceptance and Rejection

- a. All shipments of Goods and performance of Services shall be subject to Buyer's right of inspection. Buyer shall have seven (7) days (the "Inspection Period") following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Buyer shall either accept the Goods or Services ("Acceptance") or reject them.
- b. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered, are damaged or defective, or that are not in conformance with the Specifications only.
- c. Buyer shall provide Supplier within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Supplier with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Goods or Services. Buyer's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.
- d. Buyer shall be entitled to return rejected Goods to Supplier at Supplier's expense and, at Buyer's option, replacement Goods are to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by Buyer, and is accompanied by a written disclosure of Buyer's prior rejection(s).

5. Price and Payment Terms

- a. Prices for the Goods and/or Services will be set out in the applicable Supplier Proposal and/or Purchase Order.
- b. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Buyer's requirements, and at a minimum shall reference the applicable Supplier Proposal and/or Purchase Order.
- c. Buyer will pay the properly rendered invoices in full, within thirty (30) days of the invoice date.
- d. Invoices that are not paid within the thirty (30) days will incur a penalty amounting to 10% of the overall invoice value for each week thereafter the thirty (30) days that the invoice is not paid.
- e. Payment will be made in full and paid to a bank account associated with OMS Technical Services Limited. Supplier will instruct Buyer where payment is to be made.
- f. Any invoiced amounts that are disputed in good faith will be held by Supplier until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts

6. Hazardous Materials

- a. Supplier agrees to provide, upon and as requested by Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, any particular hazardous substances specified by Buyer.

7. Workplace Safety

- a. In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

8. Product and Service Warranties

- a. Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; and (vii) in conformance with any samples provided to Buyer
- b. Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under this Agreement; and (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier.
- c. Supplier further warrants to Buyer that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. Supplier shall assign to Buyer all manufacturer's warranties for Goods, and shall take all necessary steps as required by manufacturers to effect assignment of such warranties to Buyer.

9. Confidentiality

- a. Supplier shall safeguard and keep confidential any and all information relating to Buyer, obtained by it, or provided to it by Buyer in connection with this Agreement, and shall use such information only for the purposes of carrying out its obligations under this

Agreement.

10. Insurance

- a. Supplier represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance.
- b. In addition, Supplier will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by Buyer from time to time. If requested, Buyer will be named as an additional insured under any such policies. If requested by Buyer, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer providing at least 30 days prior written notice to Buyer

11. Limitation of Liability

- a. Supplier shall not be liable for any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder.
- b. Except for damages that are the result of the gross negligence or willful misconduct of a party, in no event will either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to this agreement.

12. Independent Contractors

- a. Supplier will perform its obligations under the Agreement as an independent contractor and in no way will Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint ventures of Buyer. Supplier and its employees will

have no authority to represent Buyer or its Affiliates or bind Buyer or its Affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for Buyer or its Affiliates.

13. Further Assurances

- a. The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

14. Severability

- a. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

15. Waiver

- a. No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.

16. Assignment

- a. Supplier may not assign or subcontract this Agreement, in whole or in part, without Buyer's prior written consent. Supplier's permitted assignment or subcontracting of this Agreement or any part thereof will not release Supplier of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts or omissions of any subcontractors of Supplier will be deemed to be the acts and omissions of the Supplier. Buyer may assign this Agreement, in whole or in part, to any Affiliate of Buyer, without the consent of Supplier. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective legal personal representatives,

heirs, executors, administrators, assigns or successors.

17. Survival

- a. Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement

18. Interpretation

- a. The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”

19. Electrical Components and Equipment

- a. All electrical/electronic components or equipment must have British Columbia provincial approvals such as the Electrical Safety Authority, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements.

20. Language

- a. It is the express wish of the parties that this Agreement and any related documentation be drawn up in English.
- b. All future documents will be drawn up in English.