



Supplier Standard Terms and Conditions

1. Definitions

“Company” means EPSCO (Cyprus) Limited, a limited liability company incorporated in the Republic of Cyprus with registration number HE67042 and registered address at 20 Kolonakiou, 1st Floor, 4103 Limassol, Cyprus.

“Goods” means the goods that the Supplier has agreed to provide to the Company or the Company’s clients on the terms below.

“Services” means the services that the Supplier has agreed to provide to the Company and/or the Company’s client on the terms below.

“Supplier” means the person, firm, company or corporation that will be providing the Services and/or the Goods.

2. The Contract

2.1. All orders for Goods and/or Services shall be in writing and are accepted subject to these Terms and Conditions which shall, together with the quotation provided by the Supplier to the Company and/or any written agreement between the Parties hereinafter be referred to as the “Contract”. No terms or conditions put forward by the Supplier and no representations, warranties, guarantees or other statements not contained in the Company’s instructions or otherwise expressly agreed in writing by the Company shall be binding on the Company. In the event of a conflict and/or inconsistency between the quotation, any written agreement and these Terms and Conditions, the latter shall prevail.

2.2. The Contract shall become effective upon the date of confirmation by the Supplier of the Company’s order or upon the date of fulfilment of all conditions precedent stipulated in the Contract, whichever is the later (the “Effective Date”). If the details of the Goods and/or Services described in the Company’s request for a quotation differ from those actually provided by the Supplier, the former shall apply.

2.3. No alteration or variation to the Contract shall apply unless agreed in writing by both parties.

2.4. Any Goods delivered to the Company or the Company’s client(s) shall become the Company’s property on delivery.

2.5. Any special instructions/terms to be given by the Company during the quotation or the purchase order process shall be followed by the Supplier on top of the Contract.



3. Validity Of Quotation and Prices

- 3.1.** Once the Supplier has provided the Company with its quotation, the Company will have a period of thirty days within which to accept the said quotation.
- 3.2.** Prices are inclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other like charges arising in the country of origin of the Supplier, where applicable, in connection with the performance of the Contract and it shall be the Supplier's responsibility to ensure that any such taxes are included in the quotation and/or prices and the Supplier shall not be permitted to claim these separately from the Company.

4. Payment

- 4.1.** Payment shall be made by the Company:
 - 4.1.1.** in the currency of the Supplier's quotation; and
 - 4.1.2.** in case of any counterclaim on behalf of the Company, the Company shall be entitled to set-off and deduct such amount against the amount of the Supplier invoice(s) and pay the balance to the Supplier.
- 4.2.** If any invoice issued by the Supplier is disputed, the Company shall be entitled to pay only the non-disputed amount pending final resolution of the dispute with the Supplier.

5. Performance

- 5.1.** Unless otherwise stated in the Contract, all periods stated for delivery or performance of Services run from the Effective Date and are to be treated as warranties.
- 5.2.** The Supplier undertakes to ensure that all Goods purchased are contained in a secure and appropriate packing suitable for domestic and/or overseas transport with due consideration to the genetic nature and composition of the Goods supplies. All packing materials will have to be removed by the Supplier and safely disposed of. The Supplier warrants that all packaging materials shall be in line with all international and European standards and/or requirements (as applicable) and shall, in any event, be asbestos free.
- 5.3.** The Supplier undertakes to provide a minimum of twenty-four (24) months warranty for the Goods ordered.
- 5.4.** The Supplier will upon request supply evidence of the origin of Goods supplied.
- 5.5.** All Services shall be carried out by qualified personnel and strictly under the Supplier's supervision.



- 5.6. If the Goods and/or Services provided are not in accordance with the Contract with regards to its quality or quantity, the Company shall inform the Supplier. The Supplier shall replace the Goods as soon as possible. The expenses incurred in replacing such Goods shall be borne by the Supplier including its delivery charges and any other costs resulting from such incorrect delivery or negligence.
- 5.7. The Supplier undertakes to provide a response for all requests for quotations for the supply of the Goods and/or Services within 48 hours.

6. Delivery, Risk & Title:

- 6.1. Unless otherwise expressly stated in the Contract, the Goods will be delivered and the Services will be performed at the location named in the Contract.
- 6.2. Risk of loss of or damage to the Goods shall pass to the Company upon delivery as aforesaid and the Supplier shall be responsible for insurance of the Goods until risk has so passed. Delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms.
- 6.3. Claims for shortfalls in quantity, incorrect delivery, or unsatisfactory performance shall be made within one year after (i) expected delivery of the Goods or (ii) performance date of the Services.
- 6.4. Partial delivery of Goods, unless agreed with the Company, shall not be accepted. Any accepted partial delivery must be stated clearly on the delivery notes and invoices. Any additional cost incurred on account of such partial delivery shall be on account of the Supplier.

7. Liability/Insurance

The Supplier shall have comprehensive insurance covering special and financial damages and/or any possible liability arising out and/or as a result of the Supplier's actions and/or omissions which may affect the Company or the Company's clients or any third party, in the course of delivering the Goods or performing the Services.

8. Indemnity

The Supplier hereby undertakes to keep the Company and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and in respect of all costs, loss, damages and expenses (including, but not limited to, legal costs and expenses on a full indemnity basis) which the Company may suffer or incur (either directly or indirectly) as a result of the provision of the Services and/or Goods by the Supplier.



9. Confidentiality

- 9.1.** The terms of the Contract and the subject matter thereof including any details of the Company's end clients obtained from the Company shall be treated as confidential.
- 9.2.** During the term of the Contract the personal data shall be kept securely and confidentially. Upon termination of the Contract, any confidential and/or personal data shall be destroyed with the other party's consent.

10. Force Majeure

The Company and/or the Supplier shall not, except as otherwise provided in these Terms and Conditions, be responsible or have any liability for any loss, damage, delay or failure in performance hereunder arising or resulting from any act of God (including, but not limited to, earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or other similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of rulers or people. Following a force majeure event, either party may serve notice on the other to terminate the agreement. Any payment obligations arising prior to the force majeure event shall not be affected by any such event and/or termination and will remain due and payable.

11. Supplier's Right to Sub-contract

The Supplier shall have the right to sub-contract the performance of any of its obligations provided under the Contract, provided always that the Supplier shall have first (i) informed the Company and obtained its approval for the use of the intended sub-contractor; and (ii) provided the Company with a list of the intended sub-contractor's approvals and/or any other information/documentation requested by the Company. The Supplier will remain liable to the Company for any actions and/or omissions and/or otherwise of any subcontractors.

12. Miscellaneous

- 12.1.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- 12.2.** If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.
- 12.3.** The Supplier shall not be entitled to assign its rights or obligations hereunder without the prior written consent of the Company which shall not be reasonably withheld.



12.4. The Supplier shall comply with all applicable laws and regulations relating to anti – bribery and anticorruption and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. The Supplier shall further ensure that all persons associated with it or other persons who are involved in the supply of the Goods comply with this clause 12.4.

13. Sanctions

13.1. The Supplier warrants that, at the date of the Contract and throughout its duration, neither they nor their subcontractors, agents or employees are sanctioned by a Sanctions Authority and/or engaged in any Sanctioned Activity and accepts such warranty as a condition of the Contract giving rise to a right to immediate termination by the Company. Any such termination will be without prejudice to any rights accrued at the date of termination.

13.2. For the purposes of this clause, “Sanctioned Activity” shall mean any activity, service, carriage, trade or voyage subject to international mandatory sanctions imposed by a sanctions authority, including but not limited to, in accordance with the UK (United Kingdom), EU (European Union), UN (United Nations) and US (United States) sanctions regulations as may be amended from time to time (“Sanctions Authority”).

14. Jurisdiction and Law

14.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising from these Terms and Conditions shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The provisions of the United Nations Convention on the International Sale of Goods (1980) are hereby excluded.

14.2. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. Place of arbitration – London. Language of arbitration – English.

14.3. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of US\$200,000 the parties may further agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced. Where the reference is to three arbitrators the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.