

## **Brittany Ferries (Bretagne Angleterre Irlande S.A.)**

### **General Terms and Conditions of Purchase**

These General Terms and Conditions of Purchase (“the **Terms**”) apply to the Contract between BAI and Seller. These Terms are binding between Company and Seller and supersede and replace any Seller terms and conditions.

These Terms do not apply to goods intended to be sold to the Company's customers / passengers on board the Company's ships (including food / agricultural products intended to be used in the Company's restaurants on board).

In the event any Existing Agreement are agreed between the parties, the Existing Agreement will prevail over terms contained in these Terms. Where these Terms are attached to or incorporated in an Existing Agreement, the terms and conditions of that Existing Agreement will prevail.

#### **1. DEFINITIONS AND INTERPRETATION**

'Affiliate' in relation to each Party, a company, partnership, or other legal entity which controls, is controlled by or is under common control by one Party. In the context of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") means the direct or indirect ownership of fifty per cent (50%) or more of the shares and/or of any kind of voting rights in a company, partnership, or legal entity by one of the Parties.

'Approval' means Company's written assent. Approval shall in no way be construed as relieving Seller of any of his obligations, responsibilities, or liabilities under the Contract or as per the applicable laws.

'Company' means Bretagne Angleterre Irlande S.A. a company incorporated under French Law under company register Nr 927 250 217, having its headquarters at port du Blosson 29680 Roscoff, France, and trading under the name of "Brittany Ferries"

'Contract' means the contract between the Company and the Seller consisting of the Purchase Order and/or a work order, these Terms and any other documents (or part thereof) specified in the Purchase Order.

'Existing Agreement' means any special terms, master agreement, framework agreement etc. expressly agreed between the Parties.

'Goods' means all materials, equipment, software, documentation to be supplied (whether or not in conjunction with Work) by the Seller under the Contract.

'PO Number' means the unique number, assigned to the Company's Purchase Orders.

'Purchase Order' means the Company's Purchase Order to which these Terms apply.

'Seller' means the person, firm or company with whom the Contract is concluded.

'Works' means the services to be supplied (whether or not in conjunction with Goods) by Seller under the Contract.

The headings of the clauses of these Terms are inserted for convenience only, and shall not affect the meaning or construction of any of the provisions hereof. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural.

#### **2. CONTRACT CONFIRMATION**

The Purchase Order shall be deemed to have been accepted by the Seller, and the Contract shall then be deemed to have been concluded, upon the earlier of the following two events:

- receipt by the Company of the acknowledgement of receipt of the Purchase Order signed by the Seller, without modification,
- Commencement of performance of the Contract by the Seller without any written reservation on its part.

Until such time as the Contract is concluded as specified above, the Company shall be entitled to cancel it without liability or cost to the Company.

The conclusion of the Contract as aforesaid shall constitute a firm and definitive commitment on the part of the Seller and shall imply its unreserved acceptance of the Terms.

#### **3. PRICES**

Unless otherwise agreed in writing between the Seller and the Company, the Purchase Order price shall be fixed and firm for the duration of the Purchase Order. The Purchase Order price shall include all local and other taxes, duties, fees and other charges levied against the Seller and applicable to this Purchase Order or the Goods and/or Works covered hereunder.

The Seller is responsible for setting its prices and acknowledges that its rates and prices factor in all the Seller's risks and are fair. The Seller therefore waives any right for any unilateral price rise for any reason whatsoever.

#### **4. VARIATIONS**

The Company may until five working days prior to delivery of the Goods / performance of the Works by notice in writing make changes within the general scope of the Purchase Order to (a) the quantity (b) the design or specification of Goods and/or Works, (c) the method of packing and delivery (d) the place of delivery and / or performance, (e) the date of delivery and/or performance. If such change increases or decreases the cost of, and/ or the time required for, performance of the Contract, an equitable adjustment shall be agreed in writing to the price and/ or the time required for performance. If any Party executes its obligation (as amended) prior to such written agreement being made, that Party will be definitely deemed to have waived its right to claim for an adjustment.

The Purchase Order price shall only be subject to change as a result of an agreed variation to the Purchase Order.

#### **5. INSPECTION AND TESTING**

All inspections and tests shall be made as required by the specifications and by the applicable regulations (including safety rules and classification rules if applicable). Any refusal of the Goods and/ or Works by the relevant authority or classification society shall be deemed to be the conclusive evidence of the non-conformity of such Goods and/or Works and shall entitle the Company to terminate the Contract and to claim the costs incurred as a result of Seller's failure to fulfil its obligations in due course.

The Company reserves the right at any reasonable time to inspect the materials and the right to appoint a nominated inspection authority to carry out inspection or tests on its behalf in the manufacture of the Goods and the finished Goods to be supplied under the Purchase Order, but such inspection, testing and any acceptance shall not relieve the Seller of any obligation under the Purchase Order.

The Company shall require free access, at all reasonable times, to the Seller's premises and those of Seller's sub-contractors to check on the progress of the Works. In a timely manner the Seller shall provide on request full and up-to-date information regarding such progress.

#### **6. PACKAGING DOCUMENTATION AND MARKING**

All Goods are to be packaged in accordance with the instructions detailed in the Purchase Order, with the applicable regulations, and in any case properly packed and secured in such a manner as to reach their destination in good condition; and clearly marked on the outside with the Company's full Purchase Order number.

Hazardous goods are to be packaged, marked and supplied with the appropriate documentation, including the hazardous goods classification codes. All such goods are to be packed and marked to export standard in such a manner as to meet local and/or statutory requirements. In the event Seller fails to advise Company of the hazardous nature of the Goods or fails to take the appropriate action required by local or statutory authorities, then Seller agrees to reimburse the Company all costs, damages, fines, expenses or replacement costs incurred by the Company.

The Seller shall supply a delivery note with all consignments clearly detailing the number of packages, the weight of each package in kilos and details of the items and quantities in each. In addition, the consignment must contain a proforma invoice showing itemised unit net prices of the goods being supplied.

The Seller shall provide at its costs the documentation (including any user and maintenance manuals) as well as of the documents required by the applicable regulations and standards.

## 7. DELIVERY TERMS

The time and location stipulated in the Purchase Order for delivery of the Goods and / or performance of the Works shall be of the essence of the Contract.

The Company reserves the right to cancel the Purchase Order if specified delivery is not achieved.

Delivery terms for Products shall be detailed in the Purchase Order. If no Incoterm is specifically agreed, the delivery terms shall be Delivered Duty Paid (DDP) INCOTERM 2010.

The delivery price is inclusive of packing.

Performance of the Works and/or delivery of the Goods shall be at the location specified in the relevant Purchase Order.

Delivery periods are to be agreed upon between the Company and the Seller and shall be stated in the Purchase Order Acknowledgement.

If the contractual delivery time for the Work or part of the Work is delayed for any other reason than a Force Majeure event as defined under Clause 14 (Force Majeure) or any act or omission of the Company, the Company shall be entitled to liquidated damages for delay sustained. The daily amount of these liquidated damages shall be calculated at the rate specified in the Purchase Order, or if no rate is specified therein, then at the rate of 1% of the value of the Purchase Order per day for each day of delay subject to a maximum of 10% of the value of the Purchase Order. Beyond this limit, the Company reserves its right to terminate the Contract, without prior notice of default or judicial intervention, and without prejudice to its right to be compensated for any resulting damage.

Payment of any penalties shall not relieve the Seller of its obligation to perform the obligation in question nor shall it deprive the Company of its right to terminate the Contract in accordance with Clause 21. Notwithstanding the application of penalties, the Company shall be entitled to claim compensation for the full loss suffered as a result of the delay or failure to perform.

The Goods shall remain at the Seller's risk until delivery is effected as provided in the Contract.

## 8. OWNERSHIP AND TITLE

Title to and ownership in the Goods shall vest in the Company as soon as such Goods have been delivered to the Company in accordance with Clause 7, notwithstanding any retention of title clause. However, the Company may, at any time, thereafter, accept or refuse at its sole discretion the ownership of any of the same which have been found, pursuant to the provisions of these Terms, in non-conformity with the requirements of the Contract, in which event title shall re-vest immediately in the Seller.

All items of Company property in the possession of the Seller shall be suitably marked or clearly identified as the property of the Company.

## 9. ACCEPTANCE OF THE GOODS OR WORKS

The Contract may provide for a procedure for acceptance of the Goods or Works. No acceptance may be deemed as implied. The issuance of a confirmation of acceptance shall not in any case be interpreted as a waiver or affect the scope of the Warranty or other commitments of the Seller under the Contract or any legal guarantee.

If the Goods or Works do not comply with the Contract, the Company shall inform the Seller in order to allow the latter to check this non-compliance within seven (7) calendar days of the notification made by the Company. If within this period the Seller does not check or dispute the non-conformity, the Company reserves the right, at its option: (i) to accept the Goods/ Works as they are, in return for a mutually agreed price reduction; (ii) to accept it after corrective action at the Seller's expense, carried out either by the Seller itself or by the Company (or a third party designated by it); (iii) reject it by making it available for removal by the Seller at the latter's own cost and risk within fifteen (15) calendar days after the date of the Company's notification of the non-conformity; (iv) reject it and return it to the Seller, at the Seller's cost and risk, within fifteen (15) calendar days after the date of the Company's notification of the non-conformity.

Non-compliant Goods / Works refused by the Company shall be deemed undelivered and shall give rise to the application of the penalties provided for in the "Delivery terms " Clause 7, without prejudice to the Company's right to claim damages for the loss suffered as a result of the non-compliance and/or to cancel the Contract. Any advance payments received by the Seller shall then be refunded to the Company as soon as possible.

## 10. WORKS

The Seller warrants that the Works specified in the Purchase Order shall be executed with all due care and diligence and with skill to be expected of a reputable company experienced in the type of work to be carried out under the Contract.

In case the Works require the use of any tools or equipment belonging to the Company, the Seller shall require the Company approval to use the same. In such a case, the said tools will remain under the care and responsibility of the Seller, who shall make sure, prior to using the tools, that the same are in good condition and in all respect fit for the Seller's purpose. Given the Seller's competence, the Company shall in no case be liable for any damage or injury caused by any tool lent to the Seller.

Key Seller's Personnel shall comprise the persons listed as such in the Purchase Order. Such Key Seller's Personnel shall be permanent senior staff of Seller and shall be fully qualified and experienced in the field and position for which they are intended.

Seller shall submit for prior Approval the names and resumes of the Key Seller's Personnel and shall not change any of them except in the following cases as can be satisfactorily evidenced by supporting documents:

- serious illness or injury of such Key Seller's Personnel or their immediate family,
- definitive resignation of such Key Seller's Personnel if not followed by any hiring back by Seller or its Affiliates,
- mutual agreement of the Parties.

Seller shall submit for prior Approval the names and resumes of proposed substitute Key Seller's Personnel and shall, unless otherwise agreed, organise at no cost to Company, a sufficient transition period between outgoing and incoming Key Seller's Personnel.

## 11. DUTY OF CARE / FIGHT AGAINST UNDECLARED WORK

The Seller undertakes to comply with all applicable laws relating to the fight against undeclared works and especially, if the Seller is registered in France or intends to perform Works in France, the provisions of French Labour Code and French Social Security Code.

The Seller further undertakes to provide the Company (or any service provider as instructed by the Company) with all documents that the Company is bound to obtain to check the Seller's compliance with the aforesaid legal provisions. Any failure by Seller to comply with the obligations provided for under this clause shall constitute a material breach, which shall entitle the Company to terminate immediately the Contract, without any compensation whatsoever being due to Seller. Furthermore, such failure by Seller shall also entitle the Company to recover from the Seller any amount paid or incurred out as a result of such Seller's failure.

## 12. SAFETY, HEALTH AND ENVIRONMENT

The Seller shall be responsible for complying with all relevant Health, Safety and Security regulations and for taking all necessary Health, Safety and Security precautions relating to or arising out of the performance of the Contract to protect the Goods, Seller's Personnel, the personnel of Company, the general public, all other persons, the property of Company, the property of third parties and the Environment.

Seller is responsible for its possible sub-contractors' compliance with the above provision.

Where Goods to be supplied are of a hazardous nature as defined by any Local or Statutory Authorities, Seller warrants that it will provide Company with information on the nature of the hazard and the hazardous goods classification codes, including, but not limited to Material Safety Data Sheet (MSDS), Technical Data Sheet.

Without prejudice to the Seller's general and legal responsibility for the Health and Safety of its operations and of the personnel and property involved, where Company has notified the Seller of any specific Health and Safety requirements that are applicable to the Purchase Order, the Seller shall comply therewith.

The Seller shall at all times have due regard for the environment by minimising any actions that would have an adverse effect.

In accordance with article L. 1431-3 of the French Transportation Code, the quantity of greenhouse gases emitted through freight transportation services must be indicated to the Company either on the quotation, either on the invoice or through any other document.

The Seller's personnel, agents, representatives, and subcontractors shall comply at all times with the health, safety and security regulations and measures applicable in Company premises, as well as with any instructions given by the Company

authorised representatives in this respect. Failure to comply with the said regulations shall lead to access denial to the non-compliant personnel, agents, representatives and subcontractors. Any delay incurred or additional costs triggered by such access denial shall be exclusively borne by the Seller, and shall entitle the Company to the liquidated damages and remedies provided for in Clause 7.

The Seller hereby certifies that all Products and materials to be furnished hereunder are free of RCFs (Refractory Ceramic Fibers) and asbestos, meaning that the Products and materials, if sampled and analysed, can be determined to contain no RCFs or asbestos. The Seller acknowledges and agrees that the Company shall perform random checks on the Products and materials supplied throughout the duration of the Work to ensure commitment of the Seller. Should such checks reveal a failure of the Seller to comply with such commitment, the Company shall seek remedies and damages to the fullest extent permitted by law.

### 13. ASSIGNMENT AND SUB-CONTRACTING

The Seller having been chosen by the Company in consideration of the Seller's specific capabilities, the Seller shall not assign or sub-contract the Contract or any part thereof or any money to become due hereunder without the prior written consent of the Company. Any such permitted assignment or sub-contracting shall not relieve the Seller of any of his obligations under the Purchase Order.

### 14. FORCE MAJEURE

If during the Contract, performance of any of the Parties' obligations is delayed or prevented due to any cause of Force Majeure as defined below, the Affected Party may, in accordance with the provisions of this Clause 14, ask the other Party to suspend the performance of the said obligations.

For these purposes, "Force Majeure" shall have the meaning set forth in the French Civil Code i.e. an event that cumulatively: (i) was unforeseeable at the time the Contract has been concluded, (ii) is beyond the Affected Party's control, (iii) the effects of which can't be avoided by appropriate measures and (iv) which prevent the Affected Party from fulfilling its obligations.

Promptly, but in any event within three (3) working days after the occurrence of any Force Majeure event, the Party claiming the benefit of Force Majeure (the Affected Party) shall notify the other Party in writing of the occurrence of the said Force Majeure event. Such notice shall include: (i) the particulars of the event giving rise to the Force Majeure claim, in as much detail as is then reasonably available including the time at which the Force Majeure event arose; (ii) the obligations the performance of which have been actually prevented, and an estimate (acting in good faith) of the period during which the Affected Party believes the performance is likely to be prevented; and (iii) the measures to be implemented, if any, to ensure full resumption of normal performance hereunder, subject to any third party confidentiality obligations.

Within three (3) working days after the date of the ending of Force Majeure event, the Affected Party shall further notify the other Party in writing of the date such alleged Force Majeure event ended.

In any case, the Affected Party shall provide the other with substantial evidence of the cause of any Force Majeure and take all necessary means to mitigate the impact of the Force Majeure on the Contract.

Provided the Affected Party has complied with the provisions of this Clause 14, and subject to the provisions of Clause 21 relating to Termination, the obligations the performance of which have been actually prevented by the Force Majeure event are suspended for the duration of the said event.

### 15. WARRANTY

Without prejudice to any warranty provided for by the applicable legal provisions, the Seller warrants that the Goods and as far as applicable, the Works, shall: (a) conform in all respects to the Company's requirements and / or the specifications and the applicable regulations (including, when relevant, safety regulations applicable on board French flag vessels), unless such requirements and specifications are inconsistent with the aforesaid regulation, in which case the Seller shall seek further written instructions from the Company, (b) are new unless specified otherwise, (c) be fit for their known and intended purpose, (d) of good quality and workmanship, (e) free from any defect in materials, workmanship and design for the period of twelve (12) months from the date when the Goods are placed in operation or eighteen (18) months from the date of their delivery (whichever the latest), hereafter the "Warranty period", (f) be equal

to any sample and to any patterns provided or accepted by the Company, (g) be properly packed and secured in such a manner as to reach their destination in good condition, (h) assign manufacturer's warranty or any other guarantee which may apply to the goods or any part of them to the Company and (i) be sold free and clear of all liens and encumbrances.

The Seller undertakes at Company's option, to repair or replace, at its own cost, any defects, deficiencies or shortcomings in the Goods and/or Works that would not be compliant with the above paragraph, and also to repair or indemnify the Company for any damage which has been caused by such non-compliance, defects, deficiencies, malfunctioning or shortcomings, (together referred to as "Defects") provided in each case that:

- i. such Defects are discovered within the Warranty period, and;
- ii. a written notice of such Defects has been submitted to the Seller by the Company no later than thirty (30) calendar days after the discovery of such Defects.

All replaced or repaired items and all work undertaken pursuant to this Clause 15 (Warranty) shall be guaranteed for a further twelve (12) months from the date of replacement, repair, or completion of the same.

The warranty shall include Goods, workmanship, carriage and travel costs, as well as all associated and/or ancillary costs.

If the Seller fails to comply with its warranty obligation, the Company shall be entitled to perform the necessary remedial works, or to have the same performed by any supplier of its choice, at the Seller's expense.

Pursuant to this warranty, the Seller will indemnify the Company of all bodily injuries, and all damages, material or immaterial, direct or indirect which arise out of any breach of this warranty.

### 16. INTELLECTUAL PROPERTY RIGHTS

The Seller shall protect, indemnify and hold harmless the Company, its agents, employees, successors and company Affiliates, and assigns against any and all liability, loss, cost or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright, trademark, or other intellectual property rights or the like, foreign or domestic, resulting from the use or resale of the Goods and/or Works, or any part thereof.

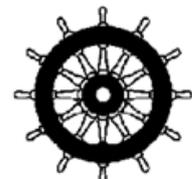
Unless specifically agreed in writing, no provision of the Contract shall be construed as transferring any Party's intellectual property rights to the other.

Notwithstanding the above, the Seller grants the Company the authorisation to use Seller's rights of reproduction, representation, translation and adaptation in the Goods and/or Works, on all the Company's present or future material or immaterial supports, including advertising, in all countries of the world, and in all languages.

### 17. LICENCES, CERTIFICATION AND PERMITS

The Seller shall comply with all statutes, regulations and requirements of any government or other competent authority including but not limited to IMO, Marine Classification Societies, BSI standards, AFNOR, ISO and any other standard required by the industries relating to the supply of Goods and / or Works.

Since the Company's vessels are trading under French Flag, the Seller shall ensure that the Goods (when ordered for the vessels) are provided with type approval certificate in accordance with the Maritime Equipment Directory or MED/ Wheelmark requirement.



Seller shall obtain any licences, consents, or permits required to carry out the Contract. The appropriate documents shall be supplied without charge unless otherwise stated in the Purchase Order.

### 18. SOFTWARE LICENCE

The Company is hereby granted a perpetual and non-exclusive licence to use any software supplied as an integral part of the Goods.

### 19. INJURY AND DAMAGE

The Seller is an independent contractor and its employees and attendees shall always remain under the Seller's authority and control, even when they are on the Company's premises / ships. The Seller shall indemnify, protect, save and hold harmless the Company, its agents, employees, successors and assigns from any and all claims of whatsoever nature arising out of the supply by the Seller, its agents or employees of the Goods and/or performance of the Works.

## 20. INSURANCE

The Seller undertakes to take out insurance, both on its own behalf and on behalf of any of its subcontractors, with a reputedly solvent company, covering the financial consequences of any liability which may fall to it or to any of its subcontractors as a result of personal injury, property damage and/or consequential loss, whatever their origin, caused to the Company or any third party, during and after the performance of the Contract. The Seller shall demonstrate, upon the Company's request and for as long as its contractual obligations remain in force, the validity of the insurance policies it has taken out, by providing certificates issued by its insurers, stating the nature and amount of the cover granted. The indication of the amounts guaranteed in the insurance policy shall in no way constitute a waiver by the Company against the Seller beyond said amounts, nor any limitation of liability.

## 21. TERMINATION - SUSPENSION

The Company or the Seller, as the case may be ("the Terminating Party"), may terminate the Contract by sending the other Party a registered letter with acknowledgement of receipt in the following cases: (i) if the other Party fails to perform any of its contractual obligations thirty (30) days after formal notice is given by registered letter with acknowledgement of receipt; (ii) in the event of the commencement of safeguard, receivership, winding-up or the like proceedings against the other Party, subject to the applicable public policy provisions; (iii) in the event of the other Party's failure to perform its obligations following the occurrence of an event of force majeure (as defined in clause 14) lasting more than one (1) month from the date of its notification to the Terminating Party, or resulting in a delay justifying the cancellation of the Contract, or permanently preventing the performance of the Contract; (v) with immediate effect and without prior notice if the Seller fails to comply with any of its obligations referred to in Clauses 25 ("Business Ethics") and 11("Duty of Care") of these Terms; (vi) subject to thirty (30) days' notice, if the other Party becomes an Affiliate of a company competing with the Terminating Party; (vii) if the Goods or Works are ordered for a vessel under construction and the building contract is terminated and/or the vessel not delivered for any reason whatsoever.

In the event of termination of the Contract by the Company due to the Seller's fault, the Company reserves the right to perform or have performed all or part of the Contract at the Seller's expense. In this respect, the Seller undertakes, at the Company's request, to provide the Company or any third party designated by the Company with all the information required to carry out the Contract.

In all cases of termination for whatever reason, each Party shall remain bound to fulfil its contractual obligations until the effective date of termination, without prejudice to any damages that the complaining Party may obtain as a result of the non-performance by the defaulting Party of its obligations contained in the Contract. The performance or termination of the Contract shall not terminate any obligations that survive by their nature, especially warranty, regulatory compliance, intellectual property, and confidentiality.

The Company reserves the right to suspend, at any time, the performance of the Contract for a reasonable period of time in relation to its duration. Such suspension shall take effect on the date of the Client's written notice to the Seller, unless the Company specifies a later date of suspension. The Seller undertakes to immediately cease all activities related to the Contract, taking the necessary measures to ensure the protection and security of the Goods and/or Works and to limit the consequences thereof. The Seller shall resume performance of the Contract upon receipt of a written request from the Company, which shall be deemed to be the end of the suspension, with the contractual performance periods extended by the duration of the suspension. The Company shall pay to the Seller, on the basis of an invoice from the latter, the reasonable and justified direct costs incurred by the Seller during the period of suspension and which are exclusively attributable to the suspension, except in the event that the suspension is due, in whole or in part, to a breach by the Seller or to a Force Majeure event preventing Seller to fulfil its obligations.

## 22. INVOICES

Invoice shall be addressed only in electronic form (PDF) to the following email address:

[SABRETAGNEANGLETERREIRLANDEMONO@mail.dimo.readsoftonline.com](mailto:SABRETAGNEANGLETERREIRLANDEMONO@mail.dimo.readsoftonline.com)

The "PDF" file shall be named according to invoice number (exact invoice number and/or character).

Seller shall ensure to provide in only **one attachment per email**, the invoice and any other relevant supporting documentation (one PDF file).

**Seller shall provide one invoice only per purchase order.**

After sending the invoice as indicated above, follow up or queries related to payment shall be addressed to the following email address:

[ComptabiliteFournisseur@brittany-ferries.fr](mailto:ComptabiliteFournisseur@brittany-ferries.fr)

Statement of account must be sent on a monthly basis and it should be updated and cleared from rejected, disputed and paid invoices.

Seller can send up to a maximum of 10 MB per email.

The invoice currency shall be identical to the currency specified in the Purchase Order.

Seller shall refer in the Invoice to the Purchase Order number.

Seller shall provide evidence of delivery of the Work attached to the invoice, such as acknowledgment from the Master, time sheet, delivery note signed by Company's authorized representative when applicable.

It is mandatory for the Seller to provide the location of the Work and, if applicable, the name of the Vessel.

Seller shall ensure that Seller's name is correctly stated on the documents related to the Purchase Order.

Current bank account details must be mentioned on the invoice document. The bank account details shall match with the bank account details provided when the Company's finance dept. created the Seller's account. Any bank details change required by Seller shall only be effective after 10 working days and will not apply to invoices already received by the Company.

If Seller fails to comply with the above requirements, Company reserves the right to reject the invoice accordingly.

One invoice per order shall be issued to:

Brittany Ferries  
Port du Blosson, CS 60072  
29688 Roscoff Cedex  
France  
Email address :

[SABRETAGNEANGLETERREIRLANDE-MONO@mail.dimo.readsoftonline.com](mailto:SABRETAGNEANGLETERREIRLANDE-MONO@mail.dimo.readsoftonline.com)

## 23. PAYMENT

Payment terms are 30 days end of the month the 10<sup>th</sup> from invoice date, provided such invoice complies in all respects with the requirements of Clause 22 of these Terms.

In case of late payment, late payment penalty shall be applied as from the day following the agreed payment term without the need for a reminder. In this case, the interest rate of the late payment penalties shall be 3 (three) times the legal interest rate applicable in France. Moreover, and pursuant to the law, in the event of a late payment, the Company shall lawfully be liable for a fixed sum of € 40, as compensation for recovery costs.

Unless otherwise agreed in writing, in case payments are made to the Seller prior to the complete delivery of the Goods or Works, such payments are only on account and won't be acquired to the Seller until the complete fulfilment of all Seller's delivery obligations pursuant to the Contract.

The Company reserves its right to request at any time the Seller to provide a financial guarantee of restitution (from a financial institution whose rating is at least B+) in case the balance of the total anticipated payments made and outstanding amounts due by the Company to the Seller exceeds EUR 100,000 (one hundred thousand euros). In such a case, the payment term won't run until the said financial guarantee is provided to the Company.

## 24. TAXES AND GOVERNMENT CHARGES

Seller shall pay all taxes of every nature, custom duties, dues, levies, excise duties, fees and charges assessed against it in connection with the Works and agrees to protect, indemnify, and hold COMPANY harmless from any and all claims or liability for taxes, dues, fees and charges assessed or levied by the Government of France or any foreign government against Seller. Seller shall give prompt notice to Company on all matters pertaining to non-payment, payment under protest, or claim for immunity or exemption from any taxes or duties.

In case of Goods ordered for the Vessels of the Company, the Company is exempt from French Customs Duties applicable to the goods and materials imported into France in the name of Company and accordingly Seller shall to the extent reasonably possible import any goods and materials for Company in the name of Company.

## 25. BUSINESS ETHICS

Seller warrants that they have read, understood and shall comply with BAI Third Party Code of Conduct, which has been provided to the Seller at Seller's account creation stage and can be found on

[https://corporate.brittany-ferries.com/en/iso\\_album/third\\_party\\_codes\\_of\\_conduct.pdf](https://corporate.brittany-ferries.com/en/iso_album/third_party_codes_of_conduct.pdf)

Without prejudice to any other rights Company may have under the Contract, Company may terminate the Contract immediately and without penalty upon notice in writing should the Seller violate the provisions of this BAI Third Party Code of Conduct.

The Seller shall indemnify and hold harmless the Company, its affiliates, officers, directors, employees, agents, subcontractors and third party subcontractors from and against all expenses, costs, claims, fines, losses, liabilities and legal fees resulting from the Seller's failure to comply with this BAI Third Party Code of Conduct.

## 26. CONFIDENTIALITY

Without prejudice to Clause 27 of these Terms, all information received from the Company by the Seller and/or its partners, directors, officers, employees, agents, subcontractors and representatives (referred to for the purpose of this Clause 26 as "Representatives") for the purpose of performing the Contract, or to which the Seller and/or its Representatives may have access by virtue of its presence on the Company's premises, shall be treated as strictly confidential, without the need for the Company to specify or mark its confidentiality (the "Confidential Information") The deliverables and/or results of the performance of the Contract shall be deemed to be the Company's Confidential Information. The Confidential Information shall remain the property of the Company, subject to the rights of third parties. The disclosure of Confidential Information by the Company shall not, under any circumstances, be construed as conferring on the Seller or its Representatives, expressly or by implication, any right whatsoever in respect of such Confidential Information.

The Seller and its Representatives shall use the Confidential Information only for the purpose of performing the Contract and shall return it to the Company after performance of the Contract or destroy it, at Company's first request, as soon as possible. The Seller undertakes to keep, and certifies that it and its Representatives shall keep, such Confidential Information strictly confidential both during the performance of the Contract and for a period of ten (10) years thereafter, to provide it only to those employees who need to know it for the performance of the Contract and who are required to treat it confidentially and not to disclose it to third parties under any circumstances without the prior Approval of the Company.

The Seller undertakes to inform the Company immediately in the event of loss, theft or possible disclosure of Confidential Information in order to enable the Company to request protective measures or any other appropriate remedy.

The Seller shall refrain from making any statement about the Company in the media and from using the Company as a customer reference, without the prior Approval of the Company.

## 27. PERSONAL DATA PROTECTION AND DATA SECURITY

The Seller undertakes to comply in all respects with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (as may be later on amended or re-enacted, hereafter referred to as the "GDPR").

Without prejudice to the generality of the foregoing:

(a) The Seller will implement all appropriate security measures to protect PERSONAL DATA against accidental, unlawful, or unauthorised (i) destruction, (ii) loss, (iii) alteration, (iv) disclosure,

or (v) access (including remote access). Seller will protect PERSONAL DATA against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Contract.

(b) The Seller is not authorized to and will not process Company group PERSONAL DATA, whether or not included in the Contract, unless Seller has first entered into a data privacy agreement as instructed by Company.

(c) Seller will process the PERSONAL DATA for the sole purpose(s) covered by the Contract.

(d) The Seller ensures that persons authorised to process PERSONAL DATA under this contract undertake to respect confidentiality or are subject to an appropriate legal duty of confidentiality

(e) The Seller will take into account data protection principles in relation to its tools, products, applications or services

(f) The Seller will respond to requests to exercise the rights of the persons concerned

(g) The Seller will, at the end of the Contract (or if applicable at the end of the provision of services relating to each data item), upon written instruction of the Company, and subject to legal retention obligations, either destroy all PERSONAL DATA or send it back to the Company.

(h) In the event of a security breach, the Seller shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure of PERSONAL DATA required by applicable laws and regulations. The Seller shall report to the Company DPO ([contact\\_dpo@brittany-ferries.com](mailto:contact_dpo@brittany-ferries.com)) in writing any use or disclosure of PERSONAL DATA, and more generally any breach of its obligations in respect of PERSONAL DATA, whether suspected or actual, within one (1) business day of becoming aware of such use or disclosure.

(i) The Seller will not sub-contract its processing to a sub processor without the prior written agreement of the Company. For the purpose of this Clause, PERSONAL DATA shall have the meaning set forth in the GDPR, or, if the GDPR is not applicable, any other applicable regulation

## 28. RIGHT TO AUDIT

The Company reserves the right to audit the compliance of the Seller's activities with the representations and warranties contained in these Terms. Notwithstanding anything else in this Contract, in case of breach of any of the above representations and warranties (including but not limited to the provisions of the BAI Third Party Code of Conduct), or that such a breach is substantially likely to occur, the Company may suspend or terminate the Contract, at any time, without notice or indemnity.

## 29. COMPLIANCE WITH APPLICABLE LAWS AND CONVENTIONS

All Goods and/or Works have to be provided by the Seller to the Company in accordance with applicable laws and conventions.

## 30. GENERAL

The provision of these Terms shall apply to the exclusion of all other written terms and conditions of the Seller or the Company, save for those set out in the Purchase Order which shall take precedence in the event of conflict with these Terms. In case of inconsistency between the English and the French version of these Terms, the French version shall prevail.

## 31. REMEDIES

Notwithstanding any other provision of these Terms to the contrary, if the Seller fails to comply with any of its obligations under the Contract then, notwithstanding that such failure may have been discovered by Company after delivery or performance, Company may at its sole discretion and at the Seller's risk and expense, do any of the following (in combination, if the Company deems it appropriate):

- (a) terminate the Contract at any time.
- (b) reject and return the Goods.
- (c) require the Goods or Works to be replaced or redone within a timeframe acceptable to Company.
- (d) repair any defects in the Goods or the Works itself or have them repaired by others.
- (e) Claim for damages, costs and/or time lost or incurred as a result of Seller's failure to comply with its obligations

## 32. NOTICES

All notices and other communications in connection with this Contract shall be sent in writing. The same shall generally be deemed to be effective upon receipt.

**33. AMENDMENTS**

No modification, amendment, or other changes of these Terms shall be binding on any Party unless consent has been given in writing by both Parties.

**34. NO LIEN**

Seller warrants good and clear title to Goods and/or Works supplied. Seller will not permit to place any Liens or claim any Liens. Seller will immediately notify Company and promptly remove any Liens by Seller or any Affiliate of Seller. Seller will indemnify Company or any Affiliate of Company for any liabilities in connection with Liens by Seller or any Affiliate of Seller.

**35. INVALIDITY AND SEVERABILITY**

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

**36. NO AGENCY CLAUSE**

Nothing in this Contract shall be deemed to constitute, create, give effect to or otherwise recognise a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or all of the Parties, except as provided for herein.

It is understood that nothing contained herein shall be construed to authorise any Party to act as an agent for any of the other Parties. No Party has or shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligations of any kind whatsoever, express or implied, on behalf of or in the name of the other Party without the express prior written consent of the other Party.

**37. NO EXCLUSIVITY**

This Contract shall not be construed as granting exclusivity to any of the Parties in respect of the Work. Nothing shall refrain the Parties from entering into business relationships with any third party, even if similar to or competitive with the aforementioned obligations.

**38. APPLICABLE LAW AND JURISDICITON**

The Contract shall be governed by the laws of France (to the exclusion of the Convention of Vienna on the international sales of goods) and the Parties agree to submit all disputes to the exclusive jurisdiction of the Commercial Court of Brest in France.

For and on behalf of the Seller Represented by  <i>Signature preceded by the words "read and approved"</i>  DATE:
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