

<p>1. Equipment or Service The Buyer will purchase the Equipment or Service as set out in the Purchase Order.</p> <p>2. Technical Specifications The Equipment or Service shall be in conformity with the Technical Specifications or Quote/Proposal.</p> <p>3. Inspection and Testing The Buyer and any third party authorized by the Buyer shall be entitled to inspect or test the Equipment at any reasonable time. Inspection and testing shall not relieve the Seller of any liability nor imply acceptance of the Equipment. Final testing will be made before the Final Acceptance of the Equipment, on the premises indicated in the Purchase Order.</p> <p>4. Risk and Title Title to the Equipment shall pass to the Buyer upon signature by both Parties of the Final Acceptance Certificate. Risk of loss and damage to the Equipment shall pass to the Buyer upon transfer of title to the Equipment.</p> <p>5. Insurance The Seller shall maintain the necessary insurance to cover the risks prior to final delivery as well as the risk caused by the activities of the Seller's technicians.</p> <p>6. Compliance The Equipment shall be fit for operation and shall be provided in accordance with good practice and all applicable standards and legislation. The Equipment shall be delivered complete with all instructions, warnings, operating and maintenance manuals and other data necessary for safe and proper operation. The Equipment shall not contain any asbestos or other materials harmful to human health. Equipment which do not comply with all the above shall be considered to be defective.</p> <p>7. Delivery 7.1 The delivery date and place shall be the date and place specified in the Purchase Order. The Seller shall furnish such delivery schedules as the Buyer may reasonably require. If the Purchase Order includes the carrying out of tests on the Equipment prior to delivery, then delivery shall not be deemed complete until such tests have been passed to the unconditional satisfaction of the Buyer. 7.2 The Seller shall notify the Buyer if any delivery is likely to be delayed beyond the date specified in the Purchase Order. Failure by the Seller to notify any delay shall entitle the Buyer to terminate with or without notice, in whole or in part, without liability the Contract and/or to pay compensation to the Seller. Subject to article 13, if any delay so notified does or is likely to exceed thirty (30) days, the Buyer shall be entitled to terminate with or without notice, without liability all or part of the Contract and/or to compensation for any resulting losses.</p> <p>8. Price and Terms of Payment 8.1 The purchase price and the currency shall be mentioned in the Purchase Order. Unless otherwise stated in the Purchase Order, the Total Price shall be inclusive of the costs of delivery C.I.F. to the delivery address stated on the Purchase Order. 8.2 Unless otherwise agreed in writing or imposed by law, payment shall be made by the Buyer against</p>	<p>10.2 Anti-Corruption. The Seller represents and warrants to comply with the provisions of applicable anti-corruption laws, including but not limited to the Spain II Law, the United Nations Convention against Corruption (2005), the U.S Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010.</p> <p>10.3 Economic sanctions – Embargos. The Seller represents and warrants to comply with any and all restrictions and/or prohibitions of commercial transactions under statute, regulation, rule, or other such rulings published by a governmental entity, including but not limited to the United States, European Union and United Nations. The Seller further represents and warrants that it is not identified nor listed by the United States, European Union, or United Nations as a “Blocked Person”, “Denied Person”, “Specially Designated National” nor is subject to prohibition of commercial transactions under statute, regulation, rule or other rulings published by the United States, European Union, or United Nations. The Seller shall notify the Buyer immediately in the event the Seller or any of its shareholders, directors, officers, employees, subcontractors, or agents, is added to a sanctions list.</p> <p>10.4 Audit rights and Indemnification. The Buyer reserves its right to audit the compliance of the Seller’s activities with the foregoing representations and warranties. In case of breach of any of the above representations and warranties, the Buyer may suspend or terminate the Agreement, at any time, without notice or indemnity. The Seller will, at its own expenses, indemnify and hold the Buyer, its affiliates, officers, directors, employees, agents and third-party sub-contractors, harmless from and against any expense, cost, claim, fine, loss, liability and legal expenses (including attorney’s fees, court costs) arising out of or resulting from the acts or omissions of the Seller breaching the above representations and warranties.</p> <p>10.5 In no case shall the Seller knowingly hire non-Jamaicans to carry out, in Jamaica, any non-skilled labour positions in regard to this Agreement. The Seller shall comply with the United Nations Convention on the Rights of the Child. In regard to this Agreement the Seller shall, where the jobs are to be carried out in Jamaica, give preference for employment at all levels of financial, accounting, technical, administrative, supervisory and senior management positions and other skilled positions to qualified Jamaican nationals who meet the job-related requirements of the Seller as and when they become available and the Seller shall require all subcontractors to also comply with this clause as though they were equally bound by it.</p> <p>10.6 With respect to any activities undertaken in Jamaica by the Seller and/or its subcontractors and/or consultants (if any) the Seller shall, when procuring goods and/or services, use its best efforts to give preference to goods produced in Jamaica by Jamaican nationals, services provided by Jamaican nationals resident in Jamaica, and/or other entities incorporated or formed in Jamaica and majority owned by Jamaican nationals resident in Jamaica, PROVIDED THAT such goods and services are equal to or better than comparable goods and services obtainable from persons located outside of Jamaica or persons that are majority owned by non-Jamaicans, taking into account price, quality, safety standards, service, quantity, delivery schedules, availability and other terms and the Seller shall require all subcontractors and consultants (if any) to also comply with this sub-clause as though they were equally bound by it. Within 30 days of a request by the Buyer the Seller shall provide a report on the extent of its compliance with this clause including the amounts spent with Jamaicans.</p> <p>12. Export Control Each Party further agrees that it shall, and that any party retained or paid by the such Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Equipment, including without limitation U.S. Export Control laws, regulations, policies and executive order as may be amended from time to time. Either Party further agrees that it shall not, and any party retained or paid by such Party shall not, export or re-export the Equipment, directly, or with its knowledge, indirectly, into Sudan, Cuba or Iran or to any other country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Contract by the non-breaching Party.</p> <p>13. Termination The Buyer may terminate the Purchase Order without prejudice to any other of its rights and without liability to the Seller if: (i) an event of Force Majeure does or is</p>
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<p>delivery of compliant Equipment or Service together with all documentation within the credit terms outlined on the Purchase Order.</p> <p>8.3 Interest for late payments shall not apply to payments that the Buyer contests in good faith. In all other circumstances, if claimed, interest shall be equal to no more than 1% per annum of the amount outstanding calculated on the amount of the invoice due, as of the day following its due date and until its effective date of payment. The Seller will also be entitled to reasonable and documented recovery costs.</p> <p>9. Guarantee</p> <p>9.1 Unless otherwise stated in the Purchase Order, within a period of five (5) years as of the delivery of the Equipment, the Seller shall remedy any defects or deficiencies of the Equipment, by making all necessary repairs or replacements and such works will be carried out without delay and at the Seller's exclusive cost.</p> <p>9.2 If within fifteen (15) days of receipt of a demand of the Buyer, the Seller has failed for any reasons to remedy the defect or deficiency, the Buyer may himself undertake or cause to be undertaken any necessary remedial works at the risks and expenses of the Seller.</p> <p>9.3 Should the defect or deficiency not be successfully remedied, the Seller shall accept the return of the Equipment from the Buyer and refund to the Buyer the amount received by the Seller, indemnify and hold harmless the Buyer for any losses, costs, expenses and liabilities incurred out of or in connection with the Equipment and reimburse the Buyer for all costs and expenses incurred in returning the Equipment and/or obtaining a replacement of the Equipment.</p> <p>10. Sustainability and Business Ethics</p> <p>The Seller undertakes to comply with all applicable laws, regulations and rules including, but not limited to, those relating to competition matters, applicable customs regulations and compliance and ethics mandates set forth below. The Seller shall assure that all its subcontractors, employees, agents and representatives shall likewise comply with such applicable laws, regulations and rules.</p> <p>10.1 The Seller represents and warrants to observe internationally accepted treaties relating to the protection of Human Rights; observe conditions of labor not less favorable than those conditions established by applicable laws; not use child or forced labor; and not engage in any activity which amounts to discrimination on the basis of race, ethnicity, color, national origin, sex, disability, veteran status, or age. The Seller represents and warrants to comply with all applicable Health Safety and Environmental regulations, including systematic risk assessment and prevention measures, notably but not limited to the following policies: personal protective equipment, injury/illness management, adequate training and competences, hazardous/dangerous substances management, prevention of significant pollution risks (soil, air, water, etc.), responsible use of materials and energy.</p>	<p>likely to delay performance more than thirty (30) days, or (ii) the Seller is in breach of its obligations and does not remedy the breach as soon as reasonably possible, or (iii) the Seller becomes bankrupt or insolvent, or (iv) the Seller has reached the cap of penalties as stated in the Purchase Order. The Buyer has the right to terminal the Purchase Order with or without notice if the delivery date (on the Purchase Order) of Equipment or Service has passed and no subsequent agreement in place with the supplier.</p> <p>14. Taxation</p> <p>Unless otherwise stated in the Contract, any taxes, duties, charges, levies, fees, costs of permits or licenses, third party inspection fees or other sum or burden of fiscal or tax nature requested and the like due or otherwise payable in the country of origin to central or local governments or other authorities or public bodies shall be borne by the Seller and those payable in the country of destination shall be borne by the Buyer.</p> <p>15. Liability</p> <p>The Seller hereby agrees to indemnify for and keep the Buyer harmless from and against all losses, costs, claims, damages, demands, liabilities, causes of action and proceedings of whatever nature, including reasonable legal fees on a full indemnity basis, arising from or in consequence of (i) any defect or deficiency of the Equipment, (ii) any act or omission of any employees, subcontractors of the Seller or any third party acting on behalf of the Seller in breach of the Seller's obligations and (iii) any claim that the Equipment infringes the intellectual property rights of a third party.</p> <p>16. Limitation of Liability</p> <p>Notwithstanding anything contained herein to the contrary, in no event shall either Party be liable for incidental, indirect, consequential loss to the other Party.</p> <p>17. Force Majeure</p> <p>17.1 In this Agreement, "Force Majeure" means any event or circumstance or combination of events or circumstances whenever occurring which in each case is outside the control of the affected Party, could not be avoided, prevented, overcome or mitigated with reasonable foresight, prudence and diligence and actually prevents the performance of a Party's obligations pursuant to this Agreement and includes without limitation acts of god, legal restriction not existing on the date of signing of this Agreement, war, epidemic, plague, quarantine, sabotage of the Terminal by a third Party, strike, civil disorder, power outage and acts of terrorism.</p> <p>17.2 Neither Party shall be liable to the other Party for non-performance of its obligations hereunder to the extent such performance is actually hindered or delayed for reasons of Force Majeure.</p> <p>17.3 If the Force Majeure event continues for a period exceeding thirty (30) days, the Buyer may terminate the Contract by serving a termination notice.</p> <p>18. Confidentiality</p> <p>Unless required by law, neither Party shall disclose the terms and conditions of this Contract, nor shall either Party issue a press release and/or otherwise disclose the existence of this Contract to the media or general public, without the express written consent of the other Party. SAVE THAT the Buyer may disclose the terms and conditions of this Contract to the Port Authority of Jamaica.</p> <p>19. Law and Jurisdiction</p> <p>19.1 THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH JAMAICAN LAW. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.</p> <p>19.2 ALL DISPUTES ARISING IN CONNECTION WITH THE CONTRACT SHALL BE FINALLY REFERRED TO THE COMPETENT COURTS WITHIN THE DISTRICT OF THE COURT OF APPEAL OF JAMAICA.</p>
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