

GLOBAL PURCHASING TERMS AND CONDITIONS

PUBLISHED ON SEPTEMBER 9, 2026

1. SUPPLY

Supplier shall supply to the purchasing entity ("CSL") materials, supplies, equipment, software or other items ("**Material**") or perform the work or services ("**Services**"), stated on the purchase order or statement of work ("**PO**") pursuant to the terms and conditions contained herein and in the PO ("**Agreement**") to the location ("**Delivery Point**") and by the date stated on the PO.

2. ACCEPTANCE

Supplier will be deemed to have accepted the Agreement on the earlier of (a) its written or verbal acceptance; (b) delivery of Material or commencement of performance of Services; or (c) 1 business day from the date of this PO if Supplier fails to reject it in writing within such period ("**Effective Date**"). CSL may revoke this PO at any time prior to acceptance by Supplier.

3. PRICE

Unless stipulated otherwise on the PO, the price for Material and Services ("**Price**") is firm and inclusive of all payments to which Supplier is entitled, as well as any duties, levies, taxes (other than sales, use, excise and value added taxes applicable ("**Sales Taxes**")). No other expenses or costs which Supplier may incur to supply the Material or perform the Services are eligible for payment unless clearly indicated in the Agreement.

4. INVOICING

Supplier shall send detailed invoices to CSL purchasing entity and to the address indicated on the PO through CSL electronic platform (or email if so instructed by CSL) no later than 30 days after the last day of the month from acceptance of Material or Services.

5. TAXES

All Sales Taxes must be shown separately on the invoice. If CSL is legally compelled to deduct or withhold from payment to Supplier for or on account of any taxes, CSL may make that deduction or withholding. Supplier will not gross-up the Price to account for the deduction or withholding.

6. PAYMENT

Unless otherwise provided in the PO, all undisputed invoices are payable by CSL 60 days after receipt of the invoice and acceptance of Material or Services by CSL. All payments under the Agreement will be made by electronic transfer to the payee's nominated bank account. Invoices must contain any information or supporting documentation required by law or by CSL. If Supplier is providing Services in Canada, payment is conditional upon receiving attestation of an officer of Supplier that Supplier has no office in Canada and that all salaries and other compensation due to Supplier's workers who carried out activities in Canada have been paid as of the date of the attestation, or b) in the event that Supplier has an office in Canada, confirmation from government agency of payment of all occupational health and safety premium.

7. DELIVERY, TITLE AND RISK OF LOSS

Material will be shipped DDP (Incoterms 2020) Delivery Point, unless specified otherwise on the PO. Time is of the essence in relation to Supplier's performance of the Agreement. Supplier must provide CSL with all necessary documentation evidencing compliance with export and import formalities, including evidence of all duties, levies and taxes paid. CSL may inspect and test the Material and Services within a reasonable time of their delivery. If non-compliant, CSL may require Supplier to modify or replace the Material or reperform the Services or reject the Material or Services. Acceptance is without prejudice to CSL rights under this Agreement. Title will pass to CSL on delivery or acceptance. Payment for or use of the Material or Services or signature by CSL on any shipping or receiving documents will not constitute acceptance, but merely

acknowledgment of receipt. If CSL does not inspect any Material or Services, Material or Services are deemed to have been accepted by CSL following a reasonable time after delivery or performance. Risk of loss will remain with Supplier until acceptance by CSL. Supplier shall ensure that (a) Material are properly packed and secured in such a manner as to enable them to reach the delivery location in good condition, undamaged; (b) delivery of Material is accompanied by a delivery note which shows the date of the PO, the PO number, the type and quantity of Material, special storage instructions (if any) and, if Material is being delivered in instalments, the outstanding balance of Material remaining to be delivered. If Supplier: (a) delivers less than 95% of the quantity of Material ordered, CSL may reject the Material; or (b) delivers more than 105% of the quantity of Material ordered, CSL may at its sole discretion reject the Material or the excess Material. Any rejected Material shall be returnable at Supplier's risk and expense. If Supplier delivers more or less the quantity of Material ordered and CSL accepts the delivery, a pro rata adjustment shall be made to the Charges for the Material. Supplier shall not deliver Material in instalments without CSL's prior written consent. Where it is agreed that Material are delivered by instalments, they may be invoiced and paid for separately.

8. WARRANTY

Supplier represents and warrants to CSL that:

- (a) all Material and Services will comply with the specifications, drawings, samples, models, dimensions and description furnished to CSL and will be of merchantable quality, free from defects in design, material and workmanship for a period of 1 year or other period indicated on the PO, fit for purpose and comply with all applicable laws, rules and regulations;
- (b) in the case of Material or Services for vessels, all Material and Services will comply with classification society's requirements and quality assurance standard ISO 9001:2008 or equivalent and Supplier is accredited ISO 14001 (Environmental Management System);
- (c) where it has procured Material or Services from a third party, Supplier will assign to CSL all related manufacturer or supplier warranties;
- (d) Services shall be performed by qualified and trained (including in HSE) personnel, with care and diligence and must meet or exceed best industry standards; and
- (e) the purchase or sale of Material or Services will not infringe upon or violate any law or intellectual property right.

9. WARRANTY REMEDIES

In the event of a defect, Supplier shall repair or replace defective Material or reperform defective Services by the date specified in the notice, at Supplier's costs and risk, with Supplier indemnifying CSL's costs. The warranty period for all repaired or replaced Material or re-performed Services shall be the longer of (i) the remainder of the initial warranty period or (ii) 6 months. If Supplier fails to comply, CSL may rectify the defect itself or by a third-party, at Supplier's costs and risk, or cancel the PO and return the Material or reject the Services. In the event of breach of other warranties, CSL may (a) instruct Supplier to suspend delivery of the Material or performance of the Services immediately; (b) instruct Supplier to leave the site immediately; (c) terminate the Agreement either in whole or part; and (d) claim damages from Supplier.

10. SERVICES

- (a) Supplier shall maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services.
- (b) Any additional work beyond that specified under the PO to be performed by Supplier must be specifically ordered by authorized personnel of CSL under an order at prices to be mutually agreed to.
- (c) Use by Supplier of any of CSL's machinery, equipment, or material requires CSL prior written consent and will be at Supplier's own risk and costs, including from any damage resulting from such use. Supplier shall return all such machinery, equipment or material to CSL upon request by CSL.
- (d) CSL shall have the right to inspect the progress of the work at any reasonable time. Should CSL not be satisfied with the progress of the work, it shall so advise Supplier and Supplier shall then have 5 business days to remedy the deficiency. In the event Supplier fails to remedy such deficiency within the prescribed time, CSL may elect to terminate the PO and pay to Supplier all amounts owing to it for the work completed up to the date of termination less any costs incurred by CSL to remedy Supplier's default.

11. SOFTWARE

CSL and its affiliates: (i) are granted a non-exclusive, non-transferable irrevocable and other than for SaaS, royalty free and perpetual license to use and reproduce the software integrated in any Material for CSL internal business purposes; and (ii) may make the software available for use by service providers that are engaged to perform services for CSL or its affiliates.

12. HIRE OF ITEMS

In the event the PO provides for the lease of Material, Supplier must perform all maintenance of the Material at its own cost and risk to ensure that the Material are in good operating condition at all times, unless agreed otherwise on the PO. CSL will bear the risk in the Material from the latter of its delivery at the site or commissioning until the Material is returned to Supplier. At CSL's request, Supplier must conduct any commissioning of the Material or supervise CSL's commissioning of the Material at Supplier's own cost and risk to CSL's satisfaction. CSL's acceptance of a commissioning result shall be without prejudice to its rights under the Agreement.

13. SUPPLY OF PERSONNEL

In the event the PO provides for vessel crewing or agency personnel, nothing in the Agreement shall be construed as conferring an employment relationship between such personnel and CSL. CSL may require the removal of any personnel, for good and lawful reasons, at any time. Supplier must not withdraw or replace any personnel supplied without CSL's consent. Supplier must comply with CSL Travel Policy.

14. AUDIT

CSL reserves the right to audit Supplier's performance or compliance with the Specifications, reports, files, timecards, records, facilities, processes, invoices and document in support of invoices to ensure that Supplier complies with this Agreement, at reasonable intervals or whenever CSL believes that there are irregularities. If a third-party auditor is engaged, Supplier shall bear such costs if any discrepancies are found.

15. INDEMNITY

Supplier shall defend, indemnify and hold harmless CSL, its directors, officer, employees and agents, from and against any and all claims, liabilities, demands, causes of actions, damages, losses and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with any Supplier's act or omission or breach of its obligations under this Agreement; any third party claims associated with or arising under this Agreement; Supplier's access to CSL's premises or vessel; or any claim alleging that any Material or Services infringe any intellectual property rights. Except for breach of confidentiality obligations or IP infringement, in no event will either Party be liable for anticipated profits or incidental, indirect or consequential damages.

16. INSURANCE

Supplier shall obtain and maintain, at its costs, the following insurance given the nature of the Material and Services supplied:

- (a) Comprehensive General Liability (in Australia, Product & Public Liability) including products and completed operations liability with limits of not less than the greater of \$5,000,000 per occurrence or the value of the PO;
- (b) if Services will be performed on a vessel, Ship Repairers' Liability and Marine Products Liability with limits of not less than the greater of \$5,000,000 per occurrence or the value of the PO;
- (c) if the Agreement requires Supplier to use or provide for use motor vehicles, Automobiles Liability (owned and non-owned) with minimum coverage of \$2,000,000 per occurrence;
- (d) Worker's Compensation or Employer's Liability insurance in compliance with any applicable laws;
- (e) if the Services include architectural, engineering or other professional services, professional liability insurance with minimum coverage of \$5,000,000 per occurrence; and
- (f) if the Services include the performance of any operations involving hazardous substances, pollution liability insurance with minimum coverage of \$5,000,000 for each occurrence.

Supplier shall provide a certificate of insurance/currency evidencing coverage. The required limits may be met with a combination of primary and excess/umbrella liability policies. CSL reserves the right to require Supplier to provide higher limits or additional coverages, to have CSL named as additional insured/principal extension except for (d) and (e) and for the insurance policy to provide a waiver of any right of subrogation by the insurer against CSL.

17. TERM AND TERMINATION

(a) This Agreement will be in effect on the Effective Date and will remain in force, unless terminated earlier, until completion by Supplier of all its obligations under the Agreement.

(b) **CSL may immediately terminate this Agreement, in whole or in part, without any liability, upon written notice if Supplier: (i) breaches of any of its obligations under the Agreement and such breach continues for 2 business days after receipt of written notice of the breach; (ii) becomes insolvent, bankrupt, or if a receiver or trustee in bankruptcy is appointed in respect of the whole or any part of its affairs or assets; or commences or is the subject of proceedings under any bankruptcy, receivership or liquidation and is not dismissed within 30 days; or (ii) ceases to carry on business in the normal course.** Upon such termination, CSL may purchase substitute items from other suppliers or have other suppliers perform the services and CSL may charge Supplier with any costs, losses and damages incurred or arising out of or relating to failure to comply with the PO.

(c) Unless otherwise stated in the PO, CSL may terminate this Agreement or any PO, in whole or in part, for convenience with five (5) day written notice to Supplier, subject to its obligation to make payment for all Material and Service delivered in accordance with this Agreement up to the date of termination.

d) Upon termination, Supplier will promptly return to CSL all CSL Confidential Information and material relating to the Agreement in possession of Supplier and shall cooperate with CSL in the termination and transition of supply of Material and Services, including the transfer of all data regarding the supply of Material and Services over the Term.

18. CONFIDENTIALITY

“Confidential Information” means any information and data that is confidential by its nature, whether expressly designated as confidential or proprietary or not, in any form, pertaining to CSL, its affiliates, customers or suppliers. Supplier shall use Confidential Information only as is necessary to perform its obligations under this Agreement and agrees not to disclose Confidential Information to any third party, other than its employees, agents and sub-contractors who have a need to know and have agreed to be bound by confidentiality obligations in favour of CSL substantially similar to those set out in this paragraph. Upon the expiration or termination of this Agreement, Supplier will promptly deliver to CSL all such Confidential Information or will destroy all such Confidential Information, and will provide a certificate from an appropriate officer of Supplier confirming compliance with such obligation. In no event will Supplier use less than the degree of care that it uses to protect its own information of like kind, but in any event not less than reasonable care, to prevent the unauthorized use or disclosure of the Confidential Information.

19. INFORMATION SECURITY

(a) Supplier agrees to put in place and maintain appropriate technical and organizational measures to secure CSL Confidential Information in accordance with industry best practices. (b) Supplier shall not store CSL Confidential Information outside of North America, the EU or Australia, without CSL prior written consent. (c) If there is any situation involving: (i) accidental loss or destruction of, or unauthorized disclosure of or access to, CSL Confidential Information; or (ii) a cyber security or data security breach on any system (including those of Supplier’s subcontractor) used in connection with the Material or Services which has or may impact CSL Confidential Information; Supplier must: (w) report such incident to CSL without undue delay and no later than 48 hours from discovery at +1 514-989-3831; (x) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Supplier or its subcontractors; (y) cooperate with CSL in providing any notices to individuals or regulators regarding the incident, as directed by CSL; and (z) cooperate with any investigation into the incident that is subsequently undertaken by CSL or any designated authority.

20. INTELLECTUAL PROPERTY

Supplier assigns to CSL all rights, titles and interests in and to any intellectual property rights in any Material or Services specifically developed or created for CSL under this Agreement.

21. CSL DATA

CSL shall own all right, title, and interest to CSL data obtained from use of the Material or Services (“**CSL Data**”). Supplier shall not sell, assign, license, disclose, use, aggregate, anonymize, derive, process, pledge, lease, disseminate, or otherwise commercially exploit CSL Data or any part thereof, including analytics using such CSL Data, or share or publish CSL Data for any purposes. Notwithstanding the foregoing, Supplier may use CSL Data to the extent required to perform Supplier’s obligations under this Agreement.

22. COMPLIANCE WITH LAW AND STANDARDS

Supplier represents, warrants and covenants that in connection with this Agreement, it has and will comply with all applicable laws, regulations, rules, ordinances, directives and codes and will maintain all permits or licenses necessary to perform its obligations under the Agreement, if any. Supplier will comply with the principles set out in all CSL’s policies, procedures and guidelines, including CSL’s Code of Corporate Responsibility, and other policies posted under <https://cslships.com/the-policies-that-guide-us>.

23. SAFETY

Supplier will comply with CSL’s policies relating to safety, security of, access to, or use of, CSL’s premises and property, including those posted under <https://cslships.com/our-divisions-and-joint-ventures/tools-and-resources-for-suppliers>, as may be amended from time to time. Hot work to be carried out on a vessel will be subject to a) written authorization from the Master following notice from Supplier of the area/spaces in which the work will be carried out; b) the chief officer accompanying the Shipyard chemist on all of his inspections to ensure that all the necessary spaces are monitored; c) all the requisite gas free certificates being passed to the chief officer, such certificates to be sighted and signed by the Master to verify that the proposed area/spaces where hot work is to be performed are gas free; and d) organization of Shipyard’s fire watch as applicable.

24. PRIVACY

Supplier warrants that it will comply with its obligations under all applicable laws relating to the processing of personal data collected by or disclosed to it pursuant to the Agreement. Unless otherwise agreed, where an applicable law makes a distinction between a data controller and data processor, CSL is the data controller and Supplier is the data processor.

25. ANTI-CORRUPTION

Supplier represents, warrants, and covenants to CSL that in connection with this Agreement, Supplier (i) has complied and will comply with all applicable laws dealing with bribery or corrupt practices, (ii) will not take an action, directly or indirectly, in furtherance of bribery of government officials or commercial bribery, and (iii) will not, either directly or indirectly, offer money or anything of value to a government official or other person acting on behalf of a government, in order to obtain an improper benefit for Supplier or for CSL. CSL may, in addition to its other remedies, immediately terminate this Agreement in the event CSL should receive information which it determines, in its sole discretion, to be evidence of a breach by Supplier of any representation, warranty, or covenant set forth in this Section.

26. MODERN SLAVERY

Supplier must comply and must ensure that it and its subcontractors, suppliers and business partners comply with applicable law pertaining to modern slavery (including human trafficking, forced labour or child labour) and take appropriate steps to meet international standards pertaining to modern slavery.

27. SANCTIONS

(a) The following provisions shall apply where any sanction, prohibition or restriction is imposed on any specific person, entity or vessel by the United Nations Security Council, European Union members, United States, Australia, Canada or other relevant government; (b) Supplier warrant that on the Effective Date and continuing throughout the term of the Agreement: (i) it is not subject to any sanctions, prohibitions, restrictions or designation referred to in (a) which prohibit or render unlawful the performance under this Agreement; (ii) it complies with all applicable export, sanctions, and other trade laws in connection with this Agreement.

28. BREACH OF LAW

If Supplier becomes aware of any potential or actual breach of law that relates to this Agreement, it must promptly:

(a) notify CSL; and (b) provide CSL with all necessary assistance in investigating that breach.

29. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws at the registered address of CSL where that address is in Australia, Canada, or United States of America and otherwise, the laws of England. The Parties submit to the exclusive jurisdiction of the courts according to the same rule, i.e., Sydney, Montreal, Boston or London and waive their right to trial by jury. The parties expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Material*.

30. GENERAL

(a) This Agreement constitute the entire agreement between the Parties relating to the PO and supersedes and overrides all prior agreements and understandings, oral and written, regarding the PO. Any references to Supplier's quotation, printed terms and conditions or other terms and conditions provided by Supplier, will be of no force and effect. This Agreement can only be amended by written agreement signed by the Parties.

(b) Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: terms of master agreement, these terms and conditions and terms set out on the face of the PO.

(c) If any clause or part thereof herein contained shall be adjudged illegal or invalid, same shall not affect the validity or enforceability of the remainder of said clause or any other clause, or constitute any cause of action in favour of either Party as against the other.

(d) Supplier may not assign or subcontract this Agreement without CSL's prior consent. CSL may assign this Agreement, in whole or in part, to an affiliate or a subsidiary. Supplier will be responsible for the acts and omissions of any sub-contractor as fully as if they were the acts and omissions of Supplier itself.

(e) The Parties hereto are independent contractors and not employees, agents or representatives of one another for the purpose of this Agreement.