

## **PURCHASE ORDER TERMS & CONDITIONS**

THESE PURCHASE ORDER TERMS AND CONDITIONS (“PO TERMS AND CONDITIONS” OR “PURCHASE ORDER”) SHALL GOVERN ANY AND ALL TRANSACTIONS ENTERED INTO BY AND BETWEEN RCL UK LTD. AND/OR ANY PARENTY COMPANY, SUBSIDIARY AND/OR AFFILIATE, AS IDENTIFIED IN THE PURCHASE ORDER (COLLECTIVELY, THE “BUYER” OR “RCL”) AND THE SUPPLIER AND/OR PROVIDER (COLLECTIVELY, THE “SUPPLIER”) OF THE PRODUCTS (“PRODUCTS”) OR SERVICES (“SERVICES”) THAT ARE THE SUBJECT OF THIS PURCHASE ORDER.

THESE PO TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY REQUISITIONS AND ELECTRONIC ORDERS ISSUED BY BUYER, AS IF EXPRESSLY SET FORTH THEREIN. ANY TERMS AND CONDITIONS PROPOSED, AND/OR PROVIDED, BY SUPPLIER AND/OR BY SUPPLIER’S SUBCONTRACTOR (“SUBCONTRACTOR”) THAT ARE IN ADDITION TO, OR WHICH CONFLICT WITH THESE PO TERMS AND CONDITIONS, ARE EXPRESSLY REJECTED BY RCL AND SHALL BE OF NO FORCE OR EFFECT.

1. **ACCEPTANCE.** (a) The Purchase Order is BUYER’s offer to purchase certain Products and/or Services from SUPPLIER, and does not in any way constitute an acceptance by BUYER of any offer by SUPPLIER to purchase any Products and/or Services that may be included in a proposal, quotation, estimate, catalog, or written communication provided by BUYER (“Proposal”). Any reference to a Proposal is solely for the purpose of incorporating the description and specifications of the Products and/or Services into the Purchase Order. This Purchase Order consists of the terms and conditions contained herein and on the face of this Purchase Order, and any supplements, specifications or other documents expressly incorporated by both parties in writing. (b) By acceptance of this Purchase Order, by shipping the Products, or by performing the Services called for in this Purchase Order, SUPPLIER agrees to comply with the PO Terms and Conditions, which shall supersede any statements or provisions by the SUPPLIER to the contrary that may be contained in a Proposal, or that are not expressly agreed to by the BUYER in writing. Any additional or different terms or conditions communicated orally by SUPPLIER or contained in SUPPLIER’s acknowledgement of this Purchase Order or any other forms, or any alterations made to these PO Terms and Conditions, shall be deemed objected to by BUYER, without the need for further notice of the objection, and shall be of no effect, nor in any circumstance binding upon BUYER, unless accepted by the BUYER’s Senior Vice President – Supply Chain Management, in writing. Acceptance or rejection by BUYER of any such additional terms or conditions shall not constitute an acceptance of any other additional term or condition. (c) To the extent BUYER and SUPPLIER enter into a separate, specific written agreement executed by both parties regarding the purchase of the Products and/or Services to which this Purchase Order applies (“Specific Written Agreement”), such Specific Written Agreement shall govern and control.

2. **PRICE AND ACCEPTANCE IN ENTIRETY.** All Products and/or Services provided by SUPPLIER shall be at the lower price of the price agreed upon by BUYER and SUPPLIER, or at the lowest price being paid by any customer or purchaser of SUPPLIER for Products and/or Services of substantially the same or similar quality and quantity for use in the same industry. This Purchase Order shall not be altered, amended or modified without BUYER’s prior written approval. No changes in the scope or the price of the Products and/or Services shall be valid unless authorized in writing by BUYER. SUPPLIER must invoice BUYER for Products delivered and/or Services performed within ten (10) days of delivery of the Products and/or the performance of Services. Unless otherwise agreed in writing, payment of all invoiced charges for the Products and/or Services shall be due net forty-five (45) days after: (i) the receipt by BUYER’s accounts payable department of an appropriate invoice, and any other supporting documentation required by this Purchase Order; and (ii) acceptance of the Products and/or Services covered by that invoice. All payments shall be made in U.S. dollars. BUYER has the right to refuse to honor any invoices submitted later than six (6) months after the delivery of

the Products and/or performance of Services. BUYER reserves the right to deduct from any payment to SUPPLIER any amounts that SUPPLIER owes to BUYER. SUPPLIER shall submit a separate invoice on each Purchase Order, and each such invoice shall reference the applicable Purchase Order number. All invoices shall be mailed to the accounts payable address that is specified in the Purchase Order.

**3. SUPPLIER REGISTRATION SYSTEM.** SUPPLIER consents to registration with, and monitoring on, BUYER's third-party supplier management system, and in connection therewith, SUPPLIER may incur an annual registration fee. BUYER, or the third-party supplier management system on BUYER's behalf, may collect the fee or the fee may be deducted from any invoice issued by SUPPLIER pursuant to, or any amount due SUPPLIER under this Purchase Order. The fee is non-refundable, and SUPPLIER shall not be reimbursed the fee, or any portion thereof, even if its business relationship with BUYER ceases, including termination by BUYER.

**4. REIMBURSEMENT OF COSTS AND EXPENSES.** SUPPLIER is responsible for its out-of-pocket costs and expenses incurred in connection with the delivery of the Products and/or the performance of the Services unless otherwise expressly approved in writing by BUYER. If BUYER approves the reimbursement, the approval shall be limited to costs and expenses reasonably incurred and subject to proper substantiation. These costs and expenses include reasonable out-of-town travel expenses, long distance telephone calls and other related expenses, but shall not include normal daily working and commuting expenses. BUYER may require that SUPPLIER arrange travel through BUYER's travel coordinator, in which case BUYER shall pay for travel expenses directly.

**5. ONBOARD EXPENSES.** BUYER shall not be responsible for the repayment of any onboard expenses (including medical expenses), incurred by SUPPLIER or Subcontractor on behalf of SUPPLIER, unless the SUPPLIER has prior written approval from BUYER that said expenses shall be reimbursed. Any onboard expenses incurred by SUPPLIER or Subcontractor on behalf of SUPPLIER shall be fully covered by the SUPPLIER.

**6. TIME FOR PERFORMANCE AND DELIVERY SCHEDULE.** SUPPLIER agrees that time is of the essence to this Purchase Order, and agrees to complete and deliver in the quantities and at the time specified in schedule(s) furnished by BUYER. The SUPPLIER bears all risk of loss or damage to the Products up to, and until, the delivery to BUYER's premises or the site designated by BUYER. Title shall pass to BUYER upon delivery of the Products to BUYER's premises or the site designed by BUYER. Upon passing of title, BUYER shall be deemed to have accepted the Products subject to BUYER's right to inspect and reject any nonconforming Products. BUYER shall have no liability for (i) failure to accept; (ii) reshipment to SUPPLIER; and/or (iii) for payment for materials or items delivered to BUYER, which are in excess of quantities specified in the delivery schedule(s). BUYER may from time to time change delivery schedule(s) or direct temporary suspension of scheduled shipments.

**7. NONCONFORMING PRODUCTS.** Changes in the Products ordered shall not be accepted unless prior written authorization is given by BUYER to SUPPLIER. BUYER can refuse the Products supplied in excess of the quantities ordered or delivered earlier in respect to the convened terms, even if these Products have been received by BUYER. Partial deliveries are not allowed, except in case of prior written authorization by BUYER. Any costs related to the return or transportation of Products that are defective or non-conforming shall be debited from any amounts due to the SUPPLIER.

**8. INSPECTION AND ACCEPTANCE.** BUYER has the right to inspect and test all the Products and/or Services at all reasonable times and places, including the period of manufacture. If any inspection or test is made on SUPPLIER's or Subcontractor's premises, SUPPLIER or Subcontractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of inspectors of BUYER. All technical and quality requirements of this Purchase Order shall apply to all Subcontractors. SUPPLIER shall

include the provisions contained herein in any of SUPPLIER's contracts or orders with such Subcontractors. Such inspections and tests shall be performed in such a manner as not to unduly delay the work. All articles are subject to final inspection and acceptance at BUYER's premises or other specified place of delivery notwithstanding any payments or other prior inspections. Except as otherwise provided herein, SUPPLIER shall be responsible to correct, at its expense, all latent defects, which cannot be discovered by BUYER through reasonable inspection methods or time of use. Payment for all or any part of the Products and/or Services shall not constitute acceptance or waiver of any warranty. Inspection or failure to inspect at destination shall not affect any warranty.

**9. WARRANTY.** SUPPLIER expressly represents and warrants to the BUYER and to any subsequent purchasers or users of the Products and/or Services supplied hereunder: (i) that the Products and/or Services supplied shall be fit for the specified purpose for which they are purchased by BUYER and shall be free from all defects, and in strict accordance with the plans or specifications set forth, or referred to, in this Purchase Order, and SUPPLIER agrees to replace or repair at SUPPLIER's cost and expense any Products or re-perform or correct any and all Services that are defective or non-conforming in BUYER's sole and absolute discretion; (ii) that said Products and/or Services and the sale or use of the Products and/or Services does not infringe directly or indirectly on any patent, copyright or trademark; (iii) that all amounts charged by SUPPLIER and payable pursuant to this Purchase Order are lawfully chargeable under, and shall not violate directly or indirectly the provisions of any present or future laws, decrees, regulations, rules or orders of any government authority which in any manner fix, limit, regulate or otherwise affect prices at which said items may be sold; (iv) that all Services performed hereunder shall be performed in a professional and workmanlike manner and in accordance with the highest standards, practices and codes of the industry applicable to such Services; (v) that all laws applicable to furnishing labor and material and the sales of the merchandise have been fully complied with; (vi) that said Products are new unless otherwise stipulated on the face of this Purchase Order; (vii) that SUPPLIER has good title to said Products free and clear of all liens and encumbrances and immediately following delivery of such Products to BUYER, BUYER shall have good and marketable title to all such Products, free and clear of all liens and encumbrances; (viii) that said Products and/or Services shall comply with all applicable foreign, state, federal and local laws, rules and regulations; and (ix) that SUPPLIER shall obtain and maintain all permits, licenses and governmental authorizations required or necessary to supply the Products and perform the Services requested hereunder. The representations and warranties set forth herein shall be in addition to any warranties otherwise provided by law.

**10. WAGES.** Any employee of SUPPLIER involved in performing Services for BUYER hereunder shall at all times be and remain the employee of SUPPLIER, and SUPPLIER shall be solely responsible for the payment of such employee's compensation, for deducting any required withholding taxes and other expenses associated with such employee's employment and for providing all employee benefits. BUYER shall not provide Workers' Compensation, health insurance, life insurance, retirement or any other benefits to any employee of SUPPLIER. SUPPLIER agrees to accept exclusive liability for the payroll taxes or contributions for unemployment insurance or old age pensions or annuities that are measured by the wages, salaries or other remuneration paid to SUPPLIER's employees, to reimburse BUYER for any of said taxes for contributions that by law BUYER may be required to pay, and to comply with all laws, orders and regulations respecting the assumption by SUPPLIER of liabilities of said taxes or contributions.

**11. TAXES.** SUPPLIER shall pay all taxes imposed against SUPPLIER or required to enable SUPPLIER to deliver the Products and/or perform the Services referenced in this Purchase Order. All taxes, except for applicable state and/or local sales and/or use taxes, shall be included in the price of the Products and/or Services. Any applicable state and/or local sales and/or use taxes due on the Products and/or Services are the duty of SUPPLIER to collect and shall be separately stated on all invoices as such. However, SUPPLIER shall not collect or include any sales and/or use taxes on Products and/or Services for which BUYER provides SUPPLIER with an exemption certificate.

**12. PROPRIETARY INFORMATION.** All specifications, drawings, designs, manufacturing data and other information transmitted to SUPPLIER by BUYER in connection with the performance of this Purchase Order are the property of the BUYER and are disclosed in confidence upon the condition that they are not to be reproduced or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to the interest of BUYER.

**13. OWNERSHIP.** All work done performed by, and deliverables produced by SUPPLIER in the course of performing Services hereunder shall be deemed “work made for hire” and shall belong exclusively to BUYER. Without limitation of the foregoing, BUYER is and shall be the owner of all existing or prospective uses or applications, reports, manuals, materials, inventions, programs, processes, specifications, software, system designs and enhancements and their products and results created or worked upon by SUPPLIER, either alone or in conjunction with others, at any time in connection with providing Services hereunder (collectively, the “Inventions”). SUPPLIER shall promptly disclose to BUYER in writing all Inventions, and SUPPLIER hereby assigns and transfers to RCL all of SUPPLIER’s right, title and interest in and to any and all Inventions, whether or not patentable. If any deliverable contains materials previously developed or copyrighted and not originated or developed under this Purchase Order, SUPPLIER shall retain all rights to these materials; provided however, SUPPLIER agrees to grant and does hereby grant to BUYER a nonexclusive, world-wide, perpetual, royalty-free license to use and copy such materials, including the right to grant sublicenses and transfer the license(s) in the event of merger or buy-out.

**14. CONFIDENTIALITY.** (a) All Confidential Information (as hereinafter defined) is the sole and exclusive property of BUYER, and SUPPLIER shall have no right, title or interest therein or claim to any profits therefrom. Confidential Information shall be disseminated only to those employees assigned to BUYER hereunder on a need-to-know basis, and SUPPLIER shall hold all Confidential Information in trust and confidence for BUYER. SUPPLIER shall not, during or at any time after termination of this Purchase Order, directly or indirectly, use for itself or another, or copy, sell, transfer, disclose or make available to any other person or entity, in any form or manner whatsoever, any Confidential Information except as such use or disclosure may be expressly permitted by the prior written consent of BUYER. SUPPLIER shall also observe the same obligations with respect to trade secrets and other confidential information of third parties obtained by SUPPLIER as a result of BUYER’s business relationship with such third parties. (b) For purposes hereof, the term “Confidential Information” shall include all technical, commercial, and operational knowledge, data and information relating to BUYER or to third parties with whom BUYER has a business relationship, including: (i) all Inventions; (ii) information of a business nature, including without limitation information relating to cost, profits, losses, sales or customers; and (iii) any other confidential information to which SUPPLIER has had access during the period of this Purchase Order. The obligations of confidentiality shall not apply to any information which (i) was previously known to SUPPLIER; (ii) is or becomes publicly available through no fault of the SUPPLIER; (iii) is disclosed to SUPPLIER through a third party which has no obligation of confidentiality to BUYER; or (iv) is independently developed by SUPPLIER outside the scope of this Purchase Order.

**15. INDEMNITY.** SUPPLIER shall defend, indemnify, and hold BUYER, its subsidiaries, affiliates, brands, and related companies, and its and their owners, officers, directors, employees, agents, representatives, contractors, subcontractors, successors and permitted assigns (“Indemnified Party”) harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and expenses, including attorney’s fees incurred by the Indemnified Party (collectively, the “Losses”) relating to, or arising out of (i) SUPPLIER’s and/or Subcontractor’s performance of, or failure to perform, any of its obligations hereunder, including without limitation, the breach of any warranty; (ii) any product liability or other claim or action with respect to any of the Products and/or Services or any products produced from or containing the Products and/or Services, except to the extent such claim or action is a result of BUYER’s gross negligence or willful misconduct; (iii) SUPPLIER’s, Subcontractor’s, the Products’

and/or the Services' failure to comply with applicable laws; (iv) any injury to or death of any person or damage or destruction of any property arising out of or in connection with performance of Services under this Purchase Order or any Products furnished under this Purchase Order; or (v) SUPPLIER's and/or Subcontractor's negligent or wrongful acts or omissions. BUYER shall have the right, at its option, to participate at its own expense in the defense of any such suit without relieving SUPPLIER of any obligation hereunder. In no event shall BUYER be liable to SUPPLIER or Subcontractor for any consequential, special, indirect, incidental, exemplary or punitive damages, including but not limited to, lost profits or revenues, even if made aware of the possibility of such damages.

Insofar as SUPPLIER's indemnification obligations under this Purchase Order and without relieving any of such obligations, SUPPLIER shall promptly notify BUYER of any such claims, demands, or actions. BUYER reserves the right to participate- at its own cost and expense- in the defense of any such claims, demands, or actions. In the negotiation or settlement of any such claim, demand, or action, SUPPLIER shall not make or agree to make, any representations related to liability or apportioning of fault without prior consultation with and written consent of BUYER; any such representations shall be void. This Section 15 shall survive the termination of this Purchase Order and/or its fulfillment.

**16. INSURANCE.** In the event that SUPPLIER is furnishing Services to the BUYER pursuant to this Purchase Order, SUPPLIER shall maintain the following insurance coverage: (i) Workers' Compensation, P&I or Government Backed Coverage to cover liability under statutes of the state or country in which the work is performed, including liability for occupational diseases and Employer's Liability with minimum limits of \$1,000,000; (ii) USL & H (where applicable), Marine Employer's Liability (MEL) or P&I cover that includes worldwide jurisdiction, if the Services require SUPPLIER to board BUYER's vessels, with minimum limits of \$1,000,000; (iii) Comprehensive General Liability Insurance with minimum limits of \$1,000,000, combined single limit for bodily injury, death or property damage, which policy shall include completed operations coverage, independent contractors coverage and broad form property damage coverage; and (iv) Comprehensive Automobile Liability Insurance (if used in conjunction with this Purchase Order) covering owned, non-owned and hired automotive equipment with minimum limits of \$1,000,000, combined single limit for bodily injury, death or property damage. In the event that SUPPLIER is providing Products to BUYER pursuant to this Purchase Order, SUPPLIER shall maintain Comprehensive General Liability Broad Form Insurance including products liability, with minimum limits of \$1,000,000.

A minimum AM Best's rating of A+, a Standard & Poor's rating of A, or a Moody's rating of A2 or better is required for all insurance carriers. Each such policy shall provide an endorsement for waiver of subrogation rights against BUYER, its subsidiaries and affiliated companies, and their employees, officers and agents. Each such policy shall provide that no cancellation or change in coverage adverse to BUYER shall be valid except upon at least thirty (30) days prior written notice to BUYER. SUPPLIER shall present BUYER with Certificates of Insurance evidencing the insurance coverage required herein, and with the exception of Workers' Compensation, name BUYER, its subsidiaries and affiliated companies, and their employees, officers and agents as Additional Named Insured (1) prior to commencing work, and (2) if requested, within ten (10) days of BUYER's request. The BUYER may also request If any work provided for or to be performed under this Purchase Order is subcontracted, SUPPLIER shall require its Subcontractors to maintain and furnish it with insurance equivalent to that which is required of SUPPLIER or alternatively SUPPLIER shall include its Subcontractors under its Comprehensive Liability Insurance and Workers' Compensation and Employers' Liability Insurance under the requirements set forth above. To the extent that any Subcontractor does not have the requisite insurance, SUPPLIER shall defend, indemnify, and hold the Indemnified Party harmless from and against any and all Losses that BUYER incurs arising out of, or relating to, Subcontractor's failure to procure insurance as required herein. Additionally, SUPPLIER shall defend, indemnify, and hold the Indemnified Party harmless from and against any and all Losses (including maintenance and cure, and unearned wages/sick pay and expenses related to the Maritime Labor Convention) that BUYER incurs for any SUPPLIER employee

and/or Subcontractor working on behalf of SUPPLIER that is not otherwise covered by either SUPPLIER or the Subcontractor's insurance.

**17. CANCELLATION.** BUYER shall have, and SUPPLIER hereby grants to BUYER, the option to cancel, by oral or written notice, any unshipped Products or, in the event that the work provided for in this Purchase Order includes the furnishing of Services to BUYER, any unperformed Services, whereupon SUPPLIER shall cease all performance hereunder except as otherwise directed by BUYER, and if SUPPLIER is not in default, BUYER shall pay to SUPPLIER the agreed unit prices for Products delivered and/or for Services as have been performed.

**18. TERMINATION AND DEFAULT.** Upon the occurrence of a default, BUYER may terminate this Purchase Order upon oral or written notice without prejudice to any other rights or remedies it may have in law or equity. The term "default" as used herein means the occurrence of any of the following events: (i) the failure of SUPPLIER to punctually and properly perform any covenants, agreements or conditions contained herein or the breach of any warranty contained herein; (ii) the insolvency of SUPPLIER; (iii) the appointment of a receiver of SUPPLIER; (iv) the adjudication of the SUPPLIER as bankrupt; (v) the filing by way of petition or otherwise, or answer of any petition or other pleadings seeking adjudication of SUPPLIER as bankrupt, or an adjustment of SUPPLIER's debts, or any other relief under any bankruptcy, reorganization, debtor's or insolvency laws now or hereafter existing; or (vi) the reasonable belief by BUYER that the prospect of performance by SUPPLIER or any of SUPPLIER's covenants, agreements and other duties hereunder is impaired. In the event of such termination, BUYER shall be relieved of all further obligations hereunder, and SUPPLIER shall defend, indemnify, and hold the Indemnified Party harmless from and against any and Losses incurred by BUYER in completing, or procuring the completion of performance in excess of the purchase price specified in this Purchase Order.

**19. ASSIGNMENT & SUBCONTRACTING.** SUPPLIER shall not delegate, subcontract, assign, or otherwise transfer (collectively, "Transfer"), in whole or in part, including by corporate action or operation of law, any of its rights, remedies, duties, and/or obligations under or created by this Purchase Order to any individual or entity (including a Subcontractor) not a party to this Purchase Order (collectively, "Third Party") without the prior written consent of BUYER. Written consent and/or Transfer pursuant to this Section 19 shall not be deemed to create any contractual or agency relationship between BUYER and any Third Party. SUPPLIER shall be fully liable for, and shall defend, indemnify, and hold the Indemnified Party harmless from, and against, any claims, demands, and/or legal action incident to the Transfer and the Third Party relationship, including, but not limited to, payment.

Any purported Transfer by SUPPLIER in violation of this Section 19 shall be null and void. Notwithstanding consent pursuant to this Section 19, SUPPLIER shall remain fully liable for the performance of all obligations under this Purchase Order and BUYER explicitly retains all rights and remedies related thereto. BUYER may Transfer this Purchase Order, in whole or in part, to any of its affiliates, subsidiaries, or to any purchaser of substantially all of its assets without consent of SUPPLIER.

**20. RECORD KEEPING.** SUPPLIER shall maintain all invoices and records related to transactions covered by this Purchase Order for at least two (2) years from the date of final fulfillment of the Purchase Order, or expiration or termination of the Purchase Order and BUYER shall have the right to audit such invoices and records up to three (3) times a year.

**21. SEVERABILITY.** If any provision of these PO Terms and Conditions shall be determined by a court of competent jurisdiction to be invalid, illegal, or in any manner unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions.

**22. THIRD PARTY RIGHTS.** This Purchase Order sets out the terms for the supply of Products and/or Services between the BUYER and the SUPPLIER. It is not intended that any other party other than the BUYER and SUPPLIER shall have any rights of enforcement in connection with this Purchase Order. As such, the Contracts (Rights of Third Parties) Act of 1999 is expressly waived and excluded from this Purchase Order.

**23. GOVERNING LAW AND JURISDICTION.** This Purchase Order shall be governed and construed in accordance with the law of England and Wales, without reference to any choice of law rules. The parties expressly agree that The United Nations Convention on Contracts for the International Sale of Products does not apply to this Purchase Order. The SUPPLIER hereby submits to the jurisdiction of the English courts with respect to any action or proceeding arising out of this Purchase Order waiving any venue or other objection which it may have to any such action or proceeding being brought in the English courts.

**24. WAIVER OF LIENS.** SUPPLIER confirms that its entry into this Purchase Order is based solely upon the credit of BUYER and not based upon the credit on any of the vessels owned or operated by BUYER, its subsidiaries, affiliates and/or brands. SUPPLIER expressly waives any right to a maritime lien, and agrees that it, its parent, subsidiaries, affiliates, and related companies, and the owners, officers, directors, employees, agents and subcontractors thereof, will neither assert, prosecute, or execute a maritime lien on, initiate or pursue any actions *in rem* against, or otherwise encumber or take action that may affect title to (collectively, “encumbrance”), any vessel owned or operated by BUYER, its subsidiaries, affiliates, and/or brands for any matter arising from, related to, or in connection with this Purchase Order or from employment on the any such vessel, including under the Jones Act, and expressly waives any lien it might otherwise have had on any such vessel.

SUPPLIER agrees to obtain the same waiver of lien, and express waiver of reliance on the credit of any vessel set forth in the first paragraph of this Section 24 from any subcontractor, or supplier used by SUPPLIER to perform its obligations arising from, related to, or in connection with this Purchase Order.

SUPPLIER agrees to immediately remove any lien or encumbrance, or remedy any lien or encumbrance attempted or attempting to be asserted or prosecuted, including by Subcontractors, contrary to this Section 24. SUPPLIER shall immediately secure the release of any vessel from any arrest, attachment, or seizure that may arise in conjunction with any such liens waived or prohibited by this Section 24. SUPPLIER further agrees to defend, indemnify, and hold the Indemnified Party harmless from and against any and all claims asserted by the holder or holders or purported holders of such liens and Losses incurred by BUYER related thereto. SUPPLIER further agrees to pay any and all legal fees and other legal costs that may be incurred by the Indemnified Party in securing the release of a vessel and/or in defending any such claim. This Section 24 shall survive expiration or termination of this Purchase Order.

**25. WAIVER; CONSTRUCTION.** None of this Purchase Order, these PO Terms and Conditions, nor any ambiguity found therein or herein shall be construed against a party merely because such party drafted the Purchase Order or these PO Terms and Conditions. Failure by a party to exercise any rights it may have under this Purchase Order on one or more occasions shall not waive its rights to exercise the same on another occasion. All waivers must be in writing to be effective.

**26. INDEPENDENT CONTRACTOR.** The relationship between SUPPLIER and BUYER is that of independent contractors. The parties further agree, as a material part of this Purchase Order, that nothing contained in this Purchase Order shall be construed as creating an agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties. Except as may be expressly provided in writing by the parties, neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

**27. ADA COMPLIANCE.** BUYER is subject to the requirements of the U.S. Department of Transportation Final Rule “Transportation for Individuals with Disabilities: Passenger Vessels”, 49 Code of Federal Register Part 39 (the “ADA Rule”). The ADA Rule is intended to ensure nondiscrimination of guests by passenger cruise lines on the basis of disability in accordance with the Americans with Disabilities Act. Under the terms of the ADA Rule, BUYER must ensure that any contractor or other person that provides Services to BUYER’s passengers or whose Services affect BUYER’s passengers meets the applicable requirements of the ADA Rule to the same extent as if BUYER was providing the Service itself. Accordingly, to the extent that SUPPLIER provides Services to BUYER’s passengers or whose Services affects BUYER’s passengers, SUPPLIER hereby expressly represents that it is familiar with the requirements of the ADA Rule as they apply to its Services and hereby covenants and agrees that (i) it shall comply with all applicable provisions of the ADA Rule when providing Services to BUYER’s guests or providing Services that affect BUYER’s guests or when performing Services on behalf of guests or prospective guests of BUYER; and (ii) it shall implement any directives issued by those persons BUYER designates as its experts in compliance with the requirements of the ADA Rule who are tasked with the authority to resolve guest complaints (the ‘Complaints Resolution Officials’). Failure by SUPPLIER to comply with the foregoing shall constitute a material breach by SUPPLIER of this Purchase Order, and SUPPLIER shall defend, indemnify, and hold the Indemnified Party harmless from and against any and all Losses incurred by BUYER as a result of such noncompliance.

**28. FAIR LABOR PRACTICES.** RCL is committed to ensuring that its workers and employees and those of the SUPPLIER and any Subcontractor shall be treated with dignity and respect, and in accordance with fundamental fair labor principles as recognized by the International Labor Organization core conventions on Labor Rights. Accordingly, SUPPLIER agrees that it: (i) shall not use forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise; (ii) shall not use any child labor; (iii) shall treat its employees with respect and dignity and shall not subject them to any physical, sexual, psychological or verbal harassment or abuse; (iv) shall not discriminate in respect of employment and occupation and shall be committed to attracting and developing a diverse, motivated and dedicated workforce without regard to race, color, age, religion, gender, sexual orientation and disability; (v) shall provide its employees safe and healthy working environment with opportunities to express their opinions without fear of retaliation; (vi) shall recognize and respect the right of its employees to freedom of association and collective bargaining; (vii) shall guarantee that its employees receive fair compensation and benefits in accordance with applicable law and/or union negotiated agreements; and (viii) shall not require its employees to work more than legally permitted limits.

**29. ENVIRONMENTAL PROTECTION.** RCL is concerned about the quality of the ocean and has established the *Save the Waves* program. RCL requires the use of packing materials not made of plastic; provided, however, that PET plastic that can be incinerated without producing toxic fumes shall be acceptable. Any Environmental Impact Notices related to the Products or packaging of the Products must be provided to RCL simultaneous with SUPPLIER’s execution of this Purchase Order.

**30. PRODUCT BULLETINS AND NOTIFICATIONS.** SUPPLIER shall send all product bulletins, notifications, recall notices or any correspondence related to the Products to [serviceletters@rccl.com](mailto:serviceletters@rccl.com) immediately upon issuance.

**31. COMPLIANCE WITH LAWS**

SUPPLIER represents and warrants to BUYER that:

- (a) it is in compliance and will remain in compliance with all laws and regulations applicable to the procurement and provision of the Products and/or Services subject of this Purchase Order.



(b) it (i) is in compliance with and will remain in compliance with all anti-corruption laws applicable to its business operations and the procurement and provision of the Products and/or Services subject of this Purchase Order; (ii) has not and shall not offer, promise, give or authorize the payment of anything of value (e.g. cash or cash equivalents, gifts, travel and entertainment, stock, offers of employment, etc.), directly or indirectly, to any Government Official with the intention of inducing him or her to engage in improper or unlawful conduct or to secure an improper business advantage; (iii) has not and shall not make facilitation payments or “grease payments” to Government Officials or others in a position of authority to expedite routine non-discretionary government or lawful actions (e.g. processing permits, visas and licenses, scheduling inspections, clearing customs, etc.); and (iv) has not and shall not offer, promise, give, request, receive or accept anything of value, directly or indirectly, to or from any person for the purpose of influencing, inducing or rewarding the improper performance of an act or decision.

For purposes of this provision, “Government Official” means any (i) officer or employee of government, department, agency, or instrumentality of a government (government-controlled enterprise); (ii) officer or employee of a public international organization; (iii) political party or party official; (iv) candidate for political office; or (v) other person acting in an official capacity.

(c) it: (i) is in compliance and will remain in compliance with Economic Sanctions applicable to the procurement and provision of the Products and/or Services subject of this Purchase Order; and (ii) it will not present business to BUYER, or otherwise provide Services or engage in transactions on BUYER’s behalf that (a) involve persons, countries or dealings targeted by Economic Sanctions, or (b) cause BUYER to be in violation of Economic Sanctions.

For purposes of this provision, “Economic Sanctions” means (i) prohibitions and asset-blocking requirements implemented pursuant to the United States Trading with the Enemy Act, the U.S. International Emergency Economic Powers Act, and related executive orders and regulations, including prohibitions against commercial and financial transactions with Cuba, Iran, North Korea and Syria and with any individual, group, entity, or property named on the U.S. Department of the Treasury’s Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, and (ii) prohibitions and asset-blocking requirements authorized under regulations or measures implemented by Her Majesty’s Treasury and the European Union and its Member States.

(d) it: (i) is in compliance with and will remain in compliance with any and all privacy and security laws, including without limitation data protection laws and regulations, applicable to its business operations and processing of any Personal Data in connection with the procurement and provision of the Products and/or Services subject of this Purchase Order; and (ii) utilizes and maintains, or will utilize and maintain, appropriate technical, organizational, and security measures to ensure the safety and security of such Personal Data.

For purposes of this provision, “Personal Data” means any information relating to an identified or identifiable natural person in any form, format, or media (including paper, electronic, and other records) that SUPPLIER has access to, obtains, uses, maintains, or otherwise handles in connection with the procurement and/or provision of Products and/or Services subject of this Purchase Order. Such Personal Data shall be the property of BUYER and shall only be processed for the purpose(s) set forth in this Purchase Order. SUPPLIER shall not share, sell, publish, or give away such Personal Data to any third party (including subcontractors or subprocessors) without BUYER’s written consent. Unless BUYER states in writing otherwise, SUPPLIER shall destroy or return all records of such Personal Data upon the latter of the termination of this Purchase Order or procurement and/or provision of Products and/or Services subject of this Purchase Order.

SUPPLIER shall ensure anyone acting for or on SUPPLIER's behalf in procuring and/or providing- in whole or in part- the Products and/or Services subject of this Purchase Order, including Subcontractors, comply with the representations and warranties of this Section 31 and applicable terms of this Purchase Order. SUPPLIER acknowledges that breach the representations and warranties of this Section 31 by SUPPLIER or anyone acting for or on its behalf shall constitute a material breach of this Purchase Order.

Should SUPPLIER know, reasonably suspect, or have reason to believe of a breach by it or by anyone acting for or on its behalf, SUPPLIER agrees to immediately disclose the facts and circumstances to BUYER and to reasonably cooperate- notwithstanding the expiration or termination of the Purchase Order- in any investigation thereof. Notwithstanding any other terms of this Purchase Order, in the event of SUPPLIER's disclosure or should BUYER know, reasonably suspect, or have reason to believe of any such breach, BUYER may withhold, suspend, or stop payment(s) occurring or to occur hereunder and/or may terminate the Purchase Order in whole or in part.

**32. ENTIRE AGREEMENT; MODIFICATIONS.** These PO Terms and Conditions, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for a Specific Written Agreement, all prior negotiations, communications, agreements, proposals, representations, statements or understandings, whether written or oral, concerning the subject matter hereof are merged herein and superseded hereby. These PO Terms and Conditions may not be waived, changed or modified in any manner whatsoever, except by a written document duly executed by both parties hereto.

**FROM TIME TO TIME, RCL MAY MODIFY THESE TERMS AND CONDITIONS.** ACCORDINGLY, PLEASE CONTINUE TO REVIEW THESE TERMS AND CONDITIONS AT [HTTPS://ROYALXCHANGE.RCCL.COM](https://royalxchange.rccl.com). EXCEPT AS OTHERWISE EXPRESSLY AGREED TO BY THE PARTIES, SUPPLIER'S ACCEPTANCE OF THIS PURCHASE ORDER AFTER THE POSTING OF MODIFICATIONS TO THESE TERMS AND CONDITIONS SHALL CONSTITUTE SUPPLIER'S ACCEPTANCE OF THE PO TERMS AND CONDITIONS, AS MODIFIED.