

## PURCHASE ORDER TERMS AND CONDITIONS

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

THESE PO TERMS AND CONDITIONS, TOGETHER WITH ANY TERMS AND CONDITIONS ON THE FACE OF BUYER’S PURCHASE ORDER, BUYER’S WRITTEN ATTACHMENTS THERETO OR SUPPLEMENTS THEREOF, BUYER’S WRITTEN SPECIFICATIONS, AND OTHER DOCUMENTS EXPRESSLY INCORPORATED HEREIN BY REFERENCE, SHALL BE REFERRED TO AS A “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. A PURCHASE ORDER MAY NOT BE ALTERED, AMENDED, OR MODIFIED WITHOUT BUYER’S PRIOR WRITTEN APPROVAL.

### 1. APPLICABILITY, ACCEPTANCE, & CHANGE ORDERS.

(a) A 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 sell any Products 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. (b) By accepting a Purchase Order, shipping the Products, or performing the Services called for in a Purchase Order, SUPPLIER agrees to comply with these PO Terms and Conditions, which shall supersede any statements or provisions by SUPPLIER to the contrary that may be contained in a Proposal, or that are not expressly agreed to by BUYER in writing. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS COMMUNICATED ORALLY BY BUYER OR SUPPLIER, CONTAINED IN SUPPLIER’S ACKNOWLEDGEMENT OF A 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 BUYER’S VICE PRESIDENT IN A SIGNED 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 pursuant to a Purchase Order (“Specific Written Agreement”), such Specific Written Agreement shall govern and control. (d) These PO

Terms and Conditions apply to any repaired or replacement Products or Services provided by SUPPLIER hereunder. (e) These PO Terms and Conditions shall apply to any of SUPPLIER’s agreements or purchase orders with its subcontractors engaged for the delivery of Products or Services pursuant hereto.

A Purchase Order is not binding on BUYER until SUPPLIER accepts the Purchase Order in writing or starts to perform in accordance with such Purchase Order. BUYER may cancel or withdraw the Purchase Order, in whole or in part, at any time before it is accepted by SUPPLIER.

At any time prior to performance, BUYER may order changes to the Products or Services contemplated in a Purchase Order by written instructions issued to SUPPLIER (each a “Change Order”). SUPPLIER shall, within five (5) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If BUYER accepts such cost proposal in a signed writing, SUPPLIER shall proceed with the changes subject to the cost proposal and these PO Terms and Conditions. SUPPLIER acknowledges that a Change Order may or may not entitle SUPPLIER to an adjustment in the SUPPLIER’s compensation or performance deadlines.

**2. PRICE.** The price of the Products or Services is either the price stated in the Purchase Order, or if no price is included in the Purchase Order, then the lower of (i) the price agreed upon by BUYER and SUPPLIER, or (ii) 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. If, at any time during the fulfillment by SUPPLIER of its obligations under the Purchase Order, SUPPLIER charges any other buyer a lower price, SUPPLIER must apply that price to all Products and Services under the Purchase Order. If SUPPLIER fails to

provide such lower price to BUYER, BUYER may, at its option, terminate the Purchase Order without liability.

Unless otherwise specified in the Purchase Order, the price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees, and applicable taxes, including, but not limited to, all sales, use, or excise taxes.

No increase in the price is effective, whether due to increased material, labor, transportation costs, or otherwise, without the prior written consent of Buyer.

**3. INVOICING.** SUPPLIER must invoice BUYER for Products delivered and/or Services performed within ten (10) days of delivery of the Products or the performance of Services. SUPPLIER agrees to forego any and all compensation, fees due, or any other charges or amount(s) due to SUPPLIER for any Products or Services not invoiced to BUYER within 120 days of the delivery of the Products or the performance of the Services. Unless otherwise agreed in writing, payment of all invoiced charges for the Products and/or Services shall be due net seventy-five (75) days after the later of: (i) the receipt by BUYER's accounts payable department of an appropriate invoice and any other supporting documentation required by BUYER's accounts payable department, and (ii) BUYER'S acceptance, in its sole discretion, of the Products and/or Services covered by such invoice. All payments shall be made in U.S. dollars. BUYER reserves the right to deduct or setoff from any payment due to SUPPLIER any amounts that BUYER in good faith believes are owed to it by SUPPLIER. 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 or emailed to the accounts payable address that is specified in the Purchase Order.

**4. TIME FOR PERFORMANCE.** SUPPLIER agrees that time is of the essence and agrees to complete and deliver in the quantities and at the time and date(s) specified by BUYER in the Purchase Order. If SUPPLIER fails to deliver Products in full on Buyer's specified delivery date, BUYER may terminate the Purchase Order immediately by providing written notice to SUPPLIER and SUPPLIER shall indemnify BUYER against any losses, claims, damages, and reasonable costs and expenses directly attributable to SUPPLIER'S failure to deliver the Products on the date(s) and at the time(s) specified by BUYER. 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. All Products shall be delivered to the address specified in the Purchase Order during BUYER's normal business hours or as otherwise instructed by BUYER.

Delivery shall be made in accordance with the terms on the face of the Purchase Order. SUPPLIER shall give written notice of shipment to BUYER when the Goods are delivered to a carrier for transportation. SUPPLIER shall

provide BUYER all shipping documents, including the commercial invoice, packing list, air waybill, bill of lading, and any other documents necessary to release the Products to BUYER within two (2) business days after SUPPLIER delivers the Products to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Purchase Order.

In addition to the foregoing, SUPPLIER shall maintain complete and accurate records relating to the provision of the Services under a Purchase Order, including records of the time spent and materials used by SUPPLIER in providing the Services in such form as BUYER shall approve.

**5. TITLE.** Title shall pass to BUYER upon the earlier of (a) delivery of the Goods to BUYER's premises or the site designated by BUYER, or (b) BUYER's payment for such Products or Services.

**6. NONCONFORMING PRODUCTS.** Changes in the Products ordered or partial deliveries shall not be accepted unless BUYER gives prior written authorization to SUPPLIER. BUYER can refuse Products (i) supplied in excess of or less than the quantities ordered, or (ii) delivered earlier than the agreed delivery date. Any rejected Products shall be returned to SUPPLIER at SUPPLIER'S risk and expense and BUYER may deduct such costs from any amounts due to SUPPLIER. If BUYER does not reject the Products and instead accepts the delivery of the Products, the price for the Products shall be adjusted on a pro-rata basis.

**7. INSPECTION AND ACCEPTANCE.** BUYER may inspect and test all or a sample of the Products or Services at all reasonable times and places, including the period of manufacture, and may reject all or any portion of the Products or Services if it determines the Products or Services are nonconforming or defective. If any inspection or test required by BUYER to be made on SUPPLIER's or its subcontractor's premises, SUPPLIER shall provide all reasonable facilities and assistance for the safety and convenience of inspectors designated by BUYER without additional charge. All Products or Services are subject to final inspection and acceptance at BUYER's premises or other specified place of delivery notwithstanding any payments or other prior inspections.

If BUYER rejects any portion of the Products or Services, BUYER has the right, effective upon written notice to SUPPLIER, to: (a) rescind the Purchase Order in its entirety; (b) accept the Products or Services at a reasonably reduced price; or (c) reject the Products or Services and require replacement of the rejected Products or Services. If BUYER requires replacement of the Products or Services, SUPPLIER shall, at its expense, promptly (or upon such other time frame as may be mutually agreed in writing) replace the nonconforming Products or Services and pay for all related expenses, including, but not limited

to, transportation charges for the return of the defective Products and the delivery of replacement Products or Services. If SUPPLIER fails to timely deliver replacement Products or Services, BUYER may replace them with goods or services from a third party and charge SUPPLIER the cost thereof and terminate the Purchase Order for cause. Any inspection or other action by BUYER under this Section shall not reduce or otherwise affect SUPPLIER's obligations under the Purchase Order, and BUYER shall have the right to conduct further inspections after SUPPLIER has carried out its remedial actions.

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 or Services shall not constitute acceptance or waiver of any warranty. Inspection or failure to inspect at destination shall not affect any warranty.

**8. SUPPLIER REGISTRATION SYSTEM.** SUPPLIER shall register with BUYER's vendor management system, and in connection therewith, SUPPLIER may incur a nominal 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.

**9. 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 BUYER expressly pre-approves such out-of-pocket costs or expenses in writing. Such approval shall be limited to costs and expenses reasonably incurred and shall be subject to the submission by SUPPLIER of written evidence that it has incurred such costs in a form and manner acceptable to BUYER. 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.

**10. WARRANTY.** SUPPLIER represents and warrants to BUYER that all Products and/or Services supplied hereunder shall: (i) be fit for their intended purpose and operate as intended; (ii) be free from defects in workmanship, material, and design; (iii) conform to applicable specifications, drawings, designs, samples, technical, and other quality requirements specified by BUYER; (iv) be merchantable; (v) be free and clear of any liens, security interests, or other encumbrances; (vi) not infringe or misappropriate any third party's patent or other intellectual property rights; (vii) be new unless otherwise

stipulated on the face of the Purchase Order; and, (viii) to the extent Services are performed, that all such Services are performed in a professional and workmanlike manner and in accordance with the highest standards, practices, and codes of the industry applicable to such Services. These warranties survive delivery, inspection, acceptance, and payment of or for the Products and Services. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of BUYER's discovery of the noncompliance of the Products or Services with the foregoing warranties. If BUYER gives SUPPLIER notice of noncompliance with this Section, SUPPLIER shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Products or re-perform or correct any and all Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products to SUPPLIER and the delivery of repaired or replacement Products to BUYER.

**11. SUPPLIER 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, representative, agent, or subcontractor 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, representatives, agents, or subcontractors, and to reimburse BUYER for any of said taxes or 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.

**12. TAXES.** SUPPLIER shall pay all taxes imposed against it or required to enable it to deliver the Products and/or perform the Services referenced in this Purchase Order. 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.

**13. 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 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.

**14. INTELLECTUAL PROPERTY RIGHTS.** To the extent Services are provided under these PO Terms and Conditions, SUPPLIER acknowledges and agrees that: (a) all work product or deliverables that may qualify as “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101) are hereby deemed “work made for hire” for BUYER and all copyrights therein shall automatically and immediately vest in the BUYER, and (b) if any work product or deliverable does not constitute “work made for hire,” SUPPLIER hereby irrevocably assigns to BUYER and its successors and assigns, for no additional consideration, SUPPLIER’s entire right, title, and interest in and to the work product or deliverable and all intellectual property rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

**15. CONFIDENTIALITY.** (a) All Confidential Information (as hereinafter defined) is the sole and exclusive property of BUYER, and SUPPLIER shall not have any right, title, or interest therein or claim to any profits therefrom. Confidential Information shall be disseminated only to SUPPLIER’s employees assigned to provide Products or Services 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) information of a business nature, including without limitation information relating to cost, profits, losses, sales, or customers; (ii) all intellectual property; and (iii) any other confidential information to which SUPPLIER has had access while fulfilling 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 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. SUPPLIER shall require each

subcontractor to be bound by the confidentiality provisions of these PO Terms and Conditions, and SUPPLIER shall be responsible for any breach by subcontractor of this Section 15.

**16. 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, insurers, 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) any claim that BUYER’s use of the Products and/or Services infringes upon, or misappropriates the patent, copyright, trade secret, or other intellectual property of any third party; (iv) SUPPLIER’s, Subcontractor’s, the Products’ and/or the Services’ failure to comply with applicable laws; (v) 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 (vi) SUPPLIER’s and/or Subcontractor’s negligent or wrongful acts or omissions.

Insofar as SUPPLIER’s indemnification obligations under this Purchase Order arise, 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 in the defense of any such claims, demands, or actions at its own cost and expense, without relieving SUPPLIER of any obligation hereunder. 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 16 shall survive the termination of this Purchase Order and/or its fulfillment. 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.

**17. INSURANCE.** In the event that SUPPLIER is providing Products to BUYER pursuant to this Purchase Order, then during the term of the Purchase Order, SUPPLIER shall maintain Comprehensive General

Liability Broad Form Insurance including products liability, with minimum limits of \$1,000,000. In the event that SUPPLIER is furnishing Services to BUYER pursuant to this Purchase Order, SUPPLIER shall maintain the following insurance coverage: (i) Workers' Compensation, Protection & Indemnity ("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) US Longshore & Harbor Worker's (where applicable), Marine Employer's Liability, 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.

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.

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 policies required 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 maintain the insurance 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's or the Subcontractor's insurance.

**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 SUPPLIER as bankrupt; (v) the filing by way of petition or otherwise, or the 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 BUYER's prior written consent. Written consent for 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 BUYER harmless from, and against, any claims, demands, and 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. GOVERNING LAW.** This Purchase Order shall be governed and construed in accordance with the laws of Cyprus, without reference to any choice of law rules and the Parties hereby agree that the Courts of Cyprus shall have exclusive jurisdiction over any legal proceedings.

**22. DISPUTE RESOLUTION.** Without prejudice to Section 21, and prior to the commencement of any legal proceedings, BUYER and SUPPLIER shall enter into mediation in good faith to settle such a dispute arising out of or in connection with this Purchase Order and shall do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the parties within 30 days of notice of the dispute, the mediator will be nominated by CEDR. The mediation will take place in Cyprus and the language of the mediation will be English. If the dispute is not settled by CEDR mediation within thirty (30) days of commencement, or such longer period as the Parties may agree in writing, either Party may submit the matter to the exclusive jurisdiction of the Courts of Cyprus, and SUPPLIER hereby waives and declines any alternative venue or forum, and any objection to such action or proceeding being adjudicated by the Courts of Cyprus.

**23. 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 or other property owned or operated by BUYER, its subsidiaries, affiliates, and/or brands. SUPPLIER expressly waives any right to any lien (maritime or otherwise), and agrees that it, its parent, subsidiaries, affiliates, and related companies, and the owners, officers, directors, employees, agents, and subcontractors thereof, shall neither assert, prosecute, or execute a 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 or other property owned or operated by BUYER, its subsidiaries, affiliates, or related companies any matter arising from, related to, or in connection with this Purchase Order, including under the Jones Act, and expressly waives any lien it might otherwise have had on any such vessel or other property. SUPPLIER agrees to defend, indemnify, and hold the Indemnified Party harmless from, and immediately (i) remove any lien or encumbrance, (ii) remedy any lien or encumbrance, or (iii) secure the release of any vessel or property from arrest, attachment, or seizure that may arise in conjunction with any such liens waived or prohibited by this Section 23. SUPPLIER agrees to obtain the same waiver of lien, and express waiver of reliance on the credit of any vessel set forth herein from any subcontractor used by SUPPLIER in connection with this Purchase Order.

**24. INDEPENDENT CONTRACTOR.** The relationship between SUPPLIER and BUYER is that of independent contractors. 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 SUPPLIER and BUYER. 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.

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

**26. COMPLIANCE WITH LAWS AND BUYER'S POLICIES.** SUPPLIER represents and warrants to BUYER that:

- (a) SUPPLIER is in compliance and shall 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) SUPPLIER shall not use packing materials not made of plastic; provided, however, that the use of PET plastic that can be incinerated without producing toxic fumes shall be permitted; any environmental impact notices related to the Products or packaging of the Products must be provided to BUYER simultaneous with SUPPLIER's execution of this Purchase Order.
- (c) SUPPLIER is familiar with the requirements of the IMO Standards, warrants that the Products are IMO Certified if applicable, and that it will provide to BUYER all necessary certificates, data sheets, and other information to enable BUYER's compliance with the IMO Standards.

For purposes of this provision, the “IMO Standards” shall mean the design, construction, and performance standards, conventions, and regulations published by the International Maritime Organization which are applicable to BUYER's vessels, including, but not limited to: (1) the International Convention for the Safety of Life at Sea, 1974 (SOLAS); (2) the International Safety Management (ISM) Code for passenger ships, 1998; (3) the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978 (STCW); and (4) the International Convention for the Prevention of Pollution from Ships (MARPOL), in each case, as amended from time to time and implemented by flag states, classification societies, and other regulatory bodies.

- (d) SUPPLIER is familiar with the requirements of the American with Disabilities Act (“ADA”), which concerns discrimination on the basis of disability, and agrees that to the extent SUPPLIER is providing

Services that interact with passengers traveling onboard BUYER's vessels, SUPPLIER shall (i) comply with all applicable provisions of the ADA when providing Services to BUYER; and (ii) implement any directives issued by those persons BUYER designates as its experts in compliance with the requirements of the ADA.

- (e) SUPPLIER's workers and employees and those of any Subcontractor shall be treated with dignity and respect in accordance with fundamental fair labor principles as recognized by the International Labor Organization core conventions on Labor Rights, and 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 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, or 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.
- (f) SUPPLIER (i) is in compliance with and shall 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.

- (g) neither it, nor any person that it engages to provide Products or Services for or on behalf of BUYER, will present business to BUYER, procure goods or services, or otherwise engage in transactions for or on BUYER's behalf that (i) involve Persons, property, countries, or dealings targeted by Economic Sanctions; or (ii) cause RCG 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 U.S. 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, Syria, the Crimea, Donetsk and Luhansk regions, the Government of Venezuela, and with Persons and 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 His Majesty's Treasury, the European Union and its Member States.

For purposes of this provision, "Person" means an individual, group, organization, entity, or similar. The aforementioned prohibition includes, without limitation, procuring goods or services for or on behalf of RCG that originate in a country, and/or from a Person, targeted by Economic Sanctions.

- (h) it will comply with all requirements of the Data Protection Legislation applicable to it and that its employees, affiliates, agents, and subcontractors will do likewise. This clause is in addition to, and does not relieve, remove, or replace, SUPPLIER's or BUYER's obligations or rights under the Data Protection Legislation. BUYER shall at all times be the owner of any personal data shared by BUYER with SUPPLIER and SUPPLIER may only process such personal data for the purpose(s) set forth in the Agreement. SUPPLIER shall at all times ensure that appropriate technical and organizational measures are utilized and maintained to ensure the safety and security of personal data which it, its staff and subcontractors process pursuant to these PO Terms & Conditions, including (without limitation) the requirements of the BUYER's Information Security Schedule found here: <https://www.royalcaribbeangroup.com/dpa/infosec/>

If SUPPLIER fails to adhere to the requirements in this Section 26(h), SUPPLIER shall defend, indemnify, and hold BUYER harmless from and against any Losses that BUYER and/or members of its group may incur arising out of or related to SUPPLIER's failure to adhere with these conditions.

For purposes of this provision, "Data Protection Legislation" means, in each case to the extent applicable to activities undertaken in connection with the Purchase Order: (i) Regulation (EU) 2016/679; (ii) UK GDPR (the "GDPR"), Directive 2002/58/EC; (iii) the California Consumer Privacy Act (the "CCPA"); (iv) any other legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts, or consolidates any of them; and (v) all other applicable laws relating to processing of personal data, data protection, and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities

For purposes of this provision, "controller", "processor", "data subject", "personal data", "processing" and "appropriate technical and organizational measures" shall be interpreted in accordance with the GDPR.

- (i) that anyone acting for or on SUPPLIER's behalf in procuring and/or providing the Products and/or Services subject of this Purchase Order, including subcontractors, comply with the representations and warranties of this Section 26 and applicable terms of this Purchase Order. SUPPLIER acknowledges that breach the representations and warranties of this Section 26 by SUPPLIER or anyone acting for or on its behalf shall constitute a material breach of this Purchase Order.
- (j) that if SUPPLIER knows, reasonably suspects, or has reason to believe of a breach by it or by anyone acting for or on its behalf, it will immediately disclose the facts and circumstances to BUYER and reasonably cooperate in any investigation thereof, notwithstanding the expiration or termination of the Purchase Order.

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

**FROM TIME TO TIME, BUYER 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.**

payment(s) occurring or to occur hereunder and/or may terminate the Purchase Order in whole or in part.

**27. NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery or nationally recognized overnight courier (with all fees pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**28. WAIVER; CONSTRUCTION.** Neither a Purchase Order, nor 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. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**29. 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.

**30. 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.