

Terms of Business for the Procurement of Services

1. Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions

Applicable Conventions: Applicable Law which sets a Supplier's level of liability for loss of or damage to goods in transit or storage relative to a mode of transport and/or storage.

Applicable Law: all applicable law in the places where the Services are to be supplied or received and all relevant codes of good practice, compliance with which is normal good industry practice for a Supplier of Services.

Applicable Policies: TGP's business policies and codes as notified to the Supplier from time to time, including, but not limited to, the following TGP Policies:

- (a) HLD 135a (supplier standards); and
- (b) HLD 135b (anti-bribery and corruption rules - suppliers).

Cargo: all goods, equipment, materials, machinery, components, packages and other property, including any associated packaging, containers and documentation, belonging to TGP, its customer or any third party, which are collected, transported, handled, stored, delivered or otherwise placed in the possession, custody or control of the Supplier or its employees, agents or subcontractors in connection with the Services.

Charges: the charges payable by TGP for the supply of the Services in accordance with Clause 8.

Contract: the contract between TGP and the Supplier for the supply of the Services, subject to these terms and conditions, which in accordance with Clause 2 is formed by the acceptance of the Order.

Control: the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the party concerned, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlled**" and "**controlling**" have analogous meanings.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: any instruction issued by TGP for the supply of Services, whether in the form of a purchase order, email or other written instruction, typically containing the information contained in Annex A.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract, including as set out in the Specification.

Specification: any written scope of Services to be supplied as set out in the applicable Order.

Supplier: the company or entity from whom TGP purchases the Services.

TGP: the company within the TGP Group which places the Order and/or as enters into the Contract for the Services.

TGP Group: the group of companies of which Trans Global Projects Group Limited (English company number 2188909) is the ultimate holding company and all the companies which are under its Control.

1.2 Interpretation

A reference to a statute or statutory provision is a reference to it as amended or re-enacted and all subordinate legislation.

2. Basis Of Contract

- 2.1 These terms and conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

3. Policy And Regulatory Compliance

- 3.1 The Supplier shall ensure that it has familiarised itself with the Applicable Policies (as amended from time to time) and shall comply (and shall ensure that all its employees, agents and any contractors comply) with the Applicable Policies in all respects.
- 3.2 The Supplier shall comply:
- (a) with all Applicable Law as regards the performance of the Contract; and
 - (b) with any reasonable request from TGP as to its performance of the Contract.

4. Supply

- 4.1 The Supplier shall provide the Services to TGP in all respects in accordance with the terms of the Contract.
- 4.2 The Supplier shall meet any performance dates for the Services specified by TGP and time is of the essence in relation to them.
- 4.3 In providing the Services, the Supplier shall:
- (a) perform the Services with the best care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade;
 - (b) use personnel who are suitably skilled, experienced, and qualified to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (c) ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that TGP expressly or impliedly makes known to the Supplier;
 - (d) provide all equipment, tools and vehicles and such other items as are required to provide the

Services;

- (e) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (f) comply with all Applicable Law, regulations, regulatory policies, guidelines, or industry codes which may apply from time to time to the provision of the Services, and with the Applicable Policies; and
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of TGP's premises or that apply to the provision of the Services more generally.

5. Remedies

- 5.1 If the Supplier fails to supply the Services to the standard required by the Contract (including as to timeframe, compliance with duties and quality), TGP may, without limiting or affecting other rights or remedies available to it:
- (a) terminate the Contract in accordance with Clause 13.2(a) with immediate effect;
 - (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) require a refund from the Supplier of sums paid in advance for the affected Services;
 - (d) recover from the Supplier any costs incurred by TGP in obtaining substitute Services from a third party; and
 - (e) claim damages for any additional costs, loss or expenses incurred by TGP which are in any way attributable to the Supplier's failure to meet any dates for performance that are specified in or under the Contract.

6. Audit Rights

- 6.1 The Supplier shall Keep full and accurate records of the time spent and materials and third-party services used by the Supplier in providing the Services. The Supplier shall allow TGP and any auditors of or other advisers to TGP to access any of the Supplier's premises, personnel and relevant records which have been used or otherwise relate to the Services.

7. Cargo Requirements

- 7.1 Property in Cargo shall not pass to the Supplier under or in connection with the Contract and shall remain with TGP or its customer as applicable.
- 7.2 Risk in Cargo shall pass to the Supplier when it takes possession of the Cargo (or, if earlier, the agreed time for collection or delivery) and shall remain with it at all times whilst the Cargo is in its possession or control, subject to Clause 10.1.
- 7.3 The Supplier shall not create or attempt to create any lien, security, charge or other similar right in respect of any Cargo and shall ensure that no such rights arise whilst Cargo are in its or its employees', agents' or contractors' possession or control.

The Supplier shall give to TGP and its nominee all such access to its premises as TGP may require in order to exercise its rights under this Clause.

- 7.4 The Supplier shall not remove or otherwise interfere with any markings on the Cargo. The Supplier shall keep Cargo clearly identified as being held by it on behalf of TGP and shall keep them separate from any

other goods in its possession or control.

8. Charges And Payment

- 8.1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in the Order, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.2 The Supplier may only invoice TGP for Services once they have been supplied in full to TGP's satisfaction.
- 8.3 Each invoice shall include such supporting information required by TGP to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.4 Unless otherwise agreed in writing, TGP shall pay the amounts in such invoices within thirty (30) days of the date of receipt of a correctly rendered invoice.
- 8.5 All amounts payable by TGP under the Contract are exclusive of value added tax (**VAT**). Where any Services are subject to VAT, TGP shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such VAT at the same time as payment is due for the Services.
- 8.6 TGP may at any time, set off any liability of the Supplier to TGP against any liability of TGP to the Supplier. If the liabilities to be set off are expressed in different currencies, TGP may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by TGP of its rights under this Clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Intellectual Property Rights

- 9.1 Subject to 10.2, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier. The Supplier grants to TGP or shall procure the direct grant to TGP of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 9.2 All Intellectual Property Rights in TGP materials, Cargo, or materials or services provided by third parties are the exclusive property of TGP or, as the case may be, TGP Customer, or any third party allowing TGP to use the materials or services.
- 9.3 The Supplier shall indemnify TGP against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by TGP arising out of or in connection with any claim brought against TGP for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Deliverables.

10. Liability Limitations

- 10.1 The Supplier is liable for Cargo whilst at its risk (as determined by Clause 7.2), up to (but not in excess of) the levels permitted under any Applicable Conventions as applicable to the mode of transport or storage concerned and save to the extent Clause 10.1 applies, provided that in no circumstances (including where the point of liability being incurred cannot be determined) will the Supplier's liability be less than 2 x SDR's per kilo.
- 10.2 Nothing in this Contract shall limit or exclude the liability or remedy of either party:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents, or subcontractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any act, omission or matter, liability for which may not be excluded or limited under any Applicable Law; or
- (d) for deliberate breach or wilful abandonment of this Contract by the Supplier.

11. Indemnity

- 11.1 The Supplier shall indemnify and keep indemnified TGP, the TGP Group and their respective officers, employees and agents against all losses, liabilities, damages, costs, expenses and claims arising out of or in connection with:
- (a) any breach of the Contract by the Supplier;
 - (b) any negligent act or omission, wilful misconduct or default of the Supplier, its employees, agents or subcontractors;
 - (c) any loss of or damage to Cargo, or other property whilst in the possession, custody or control of the Supplier or its employees, agents or subcontractors, provided that, in respect of any loss of or damage to Cargo, the Supplier's liability under this indemnity shall be limited in accordance with Clause 10.1;
 - (d) any claim by a third party arising from the performance or non-performance of the Services by the Supplier; and
 - (e) any breach by the Supplier of Applicable Law.

12. Insurance

- 12.1 During the term of the Contract and for a period of one year thereafter, the Supplier shall, at its own expense, maintain with a reputable insurer reasonable and customary insurance coverage, including, but not limited to (and with minimum level of cover):
- (a) Workers Compensation and Employers Liability Insurance in compliance with applicable laws with a minimum of GBP10,000,000 or equivalent;
 - (b) Comprehensive General Liability Insurance with a minimum of GBP10,000,000 or equivalent;
 - (c) Plant and Equipment Liability Insurance covering the full value of owned, hired, and non-owned plant and equipment utilised as part of the Services;
 - (d) Automobile Liability Insurance covering owned, hired and non-owned automobiles as required by Applicable Law; and
 - (e) Cargo, goods in transit and Storage Insurance or equivalent to a level at least equivalent to the Supplier's liability under the Contract.
- 12.2 The Supplier shall provide evidence of its insurance and its renewal at any time on request.
- 12.3 The Supplier shall ensure that the terms of its insurance prohibits its insurers exercising a right of subrogation in respect of TGP or its customer.

13. Termination

- 13.1 Without limiting or affecting any other right or remedy available to it, TGP may terminate the Contract:
- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of Control of the Supplier;
 - (ii) the Supplier's financial position deteriorates to such an extent that in TGP's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - (iii) the Supplier commits a breach of Clause 4.3(f); or
 - (b) for convenience by giving the Supplier written notice.
- 13.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) the other party fails to remedy that breach within a period of thirty days after being notified to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to continue all or a substantial part of its business.

14. Consequences Of Termination

- 14.1 On termination of the Contract for any reason, and in addition to its other rights under these terms and conditions including under Clause 5, the Supplier shall immediately deliver to TGP all Deliverables whether or not then complete and return all TGP Materials. If the Supplier fails to do so, then TGP may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 14.2 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Dispute Resolution

- 15.1 The Contract is governed by English law and the parties to it agree to submit to the exclusive jurisdiction of the English courts.

- 15.2 Further, TGP may elect to bring a claim and require any claim from the Supplier to be referred to arbitration rather than court proceedings. In such circumstances, the arbitration shall be conducted by the London Maritime Arbitrators Association, using its rules in force at the time and a three-person tribunal as opposed to a single arbitrator. The place of arbitration shall be London.

16. General

- 16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. In this Clause “**Force Majeure Event**” means an event, circumstance or cause that is unforeseeable and beyond the reasonable control of the party seeking to claim relief but does not include (a) any event which that party may have directly or indirectly caused or worsened; or (b) a shortage of funds. A party may not benefit from relief under this Clause where its failure to perform could have been avoided through the use of commercial prudence based on foresight or if it fails to use all reasonable endeavours to mitigate the adverse effects off any Force Majeure Event. An extension of time as regards the duty to perform is the only relief available under this Clause and under no circumstances may the party affected by a Force Majeure Event claim additional charges as compensation in respect of it. If a period of delay or non-performance continues for more than 14 days, the parties shall meet and discuss the most appropriate course of action in the circumstances. If, after a period of 14 days from the date of their first meeting, the parties have not agreed on an appropriate course of action and the period of delay or non-performance is continuing, then the unaffected party may terminate the Contract on notice.
- 16.2 **Assignment and other dealings.**
- (a) TGP may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of TGP.
- 16.3 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 16.3(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 16.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
 - (d) The Supplier may not publicise the existence of the Contract or any activities in connection with the Contract or its relationship with TGP without the prior written approval of TGP.

- 16.4 **Order of Precedence.** In the event of any conflict or inconsistency between the documents forming this Contract, the following order of precedence shall apply:
- (a) Part B of Annex A (Special Conditions), if applicable;
 - (b) Part A of Annex A (Order Details);
 - (c) The Specification;
 - (d) These terms and conditions.
- 16.5 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 16.6 **Variation.** Except as set out in these terms and conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 16.7 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.8 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 16.8 shall not affect the validity and enforceability of the rest of the Contract.
- 16.9 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email.
 - (b) A notice or other communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second normal business day (that is excluding official holidays and non-working days in the recipient's country) after posting; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 16.10 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

ANNEX A

ORDER INFORMATION

This Order Information provides examples of operational, commercial and project requirements which may be applicable to the Services, and which may be contained in any relevant Order.

Order Details

- (a) Services required
- (b) Description of Cargo
- (c) Collection Point and Delivery Point
- (d) Collection Date and Delivery Date
- (e) Transit Time Commitments
- (f) Free Time and Demurrage
- (g) Approved Subcontractors
- (h) Schedule of Rates (including rate validity period / rate adjustment limitations)
- (i) Any Operational Instructions;

Special Conditions

- (a) Liquidated Damages (if applicable)
- (b) Progress Reports Requirements
- (c) Packing and Marking Requirements
- (d) Cargo Insurance Requirements
- (e) Key Personnel Requirements
- (f) HSSE Requirements
- (g) Security Requirements
- (h) KPIs
- (i) Documentation Requirements
- (j) Parent Company Guarantee / Performance Bond
- (k) Additional Project-Specific Requirements

Document Metadata

Document Status (this version)

Library	Trans Global Projects Group Limited
Topic	General
Title	Terms of Business for the Procurement of Services
Version / Revision	1.0 (Language: English)
Unique Reference	TGP-Terms-L
Issue Date	14/09/2026
Approved By	Matt Jackson
Author(s)	Joanne MacKenzie
Original Author(s)	Ard Suvaal
Summary	TGP-Terms-L Rev 2.0 are TGP's default terms governing procurement of services from subcontractors
Comment	Revision to 2.0

Version & Change History (Issued Revisions - minimum last 2 years)

1.0	By: Ard Suvaal <i>Initial version following legal review.</i> Approved by Matt Jackson 01/06/2020
2.0	By: Joanne MacKenzie <i>Updated terms for Suppliers</i> Approved by Matt Jackson 14/09/2026

© 2026 Trans Global Projects Ltd and/or identified document authors – this document for use in Trans Global Projects companies and authorised sub-contractors only. This document may not be modified or content reused outside Trans Global Projects Group of companies without written permission.