

General Conditions of Purchase for Goods and Services of Hapag-Lloyd Aktiengesellschaft

March 2026

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** For the purposes of this General Conditions of Purchase for Goods and Services, capitalized terms shall have the meanings set out below:

“Affiliate” means any entity directly or indirectly controlling, controlled by, or under common control with HLAG, where "control" means the ownership of more than 50% of the voting securities or the power to direct management and policies.

“Applicable Trade Laws” means all applicable laws and regulations relating to export controls, re-export controls, sanctions, customs, import and export licensing, embargoes, anti-boycott and foreign trade, economic restrictions and trade compliance laws, regulations, measures and requirements (including, without limitation, where applicable, German Foreign Trade and Payments Act (Außenwirtschaftsgesetz - AWG), the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung - AWV), Regulation (EU) 2021/821 (EU Dual-Use Regulation), UK sanctions laws and regulations and export control legislation and U.S. sanctions laws and regulations, as well as anti-bribery, human rights and ethical business conduct laws and regulations, each as amended from time to time.

“Business Day” means a day other than a Saturday, Sunday or public holiday in the place where the Services are performed or the Goods are delivered.

“CISG” means United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

“Contract” means the agreement between HLAG and the Supplier for the purchase of Goods and/or Services, consisting of the Purchase Order and these Conditions.

“Confidential Information” means all information disclosed by or on behalf of HLAG, whether written, oral or electronic, including technical, operational, commercial, financial or business information, which is confidential by nature or designated as confidential.

“Force Majeure” means any event beyond a party's reasonable control and not reasonably foreseeable at the date of the Contract, including without limitation acts of God, war, terrorism, riot, civil commotion, government action, natural disasters, epidemics or pandemics, or failure of utility services, but excluding lack of funds, changes in market conditions, labour shortages, strikes (other than national strikes) or failure of subcontractors or suppliers.

“Goods” means all items, materials, equipment, or other tangible deliverables supplied under the Contract, including spare parts and nautical or technical ship equipment.

“Good Industry Practice” means the standards, practices, methods and procedures required by applicable law and exercised by skilled and experienced professionals providing similar goods and services.

“HLAG” means Hapag-Lloyd Aktiengesellschaft and any of its Affiliates issuing a Purchase Order under these Conditions.

“MSDS” means Material Safety Data Sheet.

“PPE” means Personal Protective Equipment.

“Purchase Order” or “PO” means HLAG's written order, including electronic orders.

“Services” means all work, activities, or other services performed under the Contract, excluding IT Services, external personnel services, and professional advisory or consulting services.

“Supplier” means the person or entity from whom HLAG purchases Goods and/or Services.

"UNCITRAL" means United Nations Commission on International Trade Law.

Working / Business Day” means a day other than a Saturday, Sunday or public holiday in the place where the Services are performed or the Goods delivered.

1.2 **Headings:** Headings are for convenience only and do not affect interpretation.

1.3 **Order of Precedence:** In the event of any conflict or inconsistency between the PO and these Conditions, these Conditions shall prevail, except that: (a) specific commercial terms in the PO (meaning price, quantity, delivery date, and specifications) shall take precedence only to the extent of such commercial terms; and (b) where the PO contains an explicit provision stating that a particular term of the PO shall prevail over these Conditions, such provision shall prevail only to the extent of such conflict or inconsistency and only in respect of the matters expressly addressed in that provision.

2. SCOPE AND APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply exclusively to all purchases of Goods and/or Services by HLAG. Any terms proposed by the Supplier, whether contained in quotations, acknowledgements, invoices or otherwise, are expressly rejected and shall have no effect, even if such terms purport to prevail over these Conditions.

2.2 These Conditions apply only where:

- the maximum contract term does not exceed six (6) months and does not automatically renew;
- the total contract value does not exceed USD 250,000;
- no HLAG-specific template contract applies; and
- the Contract does not relate to IT Services, external personnel, or professional advisory or consulting services.

2.3 No Contract is formed until the earlier of:

- a. HLAG’s written acceptance of any offer made by the Supplier;
- b. the Supplier’s written acceptance of the PO or of any subsequent written offer from HLAG; or
- c. commencement of performance or delivery by the Supplier, in which case the Supplier shall be deemed to have accepted the PO and these Conditions in full.

3. ORDERS AND VARIATIONS

3.1 HLAG may issue POs electronically or in writing.

3.2 Supplier shall confirm whether it accepts the PO within five (5) Business Days of receipt. Failure to confirm within this period shall invalidate the PO unless the Supplier commences with performance before the PO is withdrawn, in which case the Supplier shall be deemed to have accepted the PO and these Conditions in full.

3.3 No variation, amendment or waiver of the Contract is effective unless agreed in writing by HLAG.

3.4 Supplier shall promptly notify HLAG of any actual or anticipated inability to meet agreed delivery

or performance dates.

- 3.5 Time shall be of the essence in respect of all delivery dates and the Supplier's performance milestones.
- 3.6 Supplier warrants that it holds all licenses, permits approvals, qualifications and equipment necessary to perform the Contract.

4. DELIVERY OF GOODS

- 4.1 Goods shall be delivered strictly in accordance with the PO, and the provisions of the stated Incoterm ®2020 shall be incorporated into the Contract and shall apply except to the extent of any inconsistency with these Conditions.
- 4.2 Title to Goods shall pass to HLAG upon the earlier of (i) delivery or (ii) payment.
- 4.3 Risk shall pass in accordance with the applicable Incoterm ®2020.
- 4.4 Supplier must:
 - 4.4.1 package Goods safely and sustainably;
 - 4.4.2 label each item with PO number and vessel name (if applicable);
 - 4.4.3 provide all manuals, certificates, MSDS, assembly instructions and compliance documentation.
- 4.5 HLAG may reject partial deliveries unless expressly approved in writing by HLAG in advance.
- 4.6 The Supplier remains responsible for delays caused by defective, incomplete or incorrect documentation.
- 4.7 HLAG's inspection, acceptance or use of Goods shall not limit or exclude the Supplier's liability for defects or non-compliance.

5. PERFORMANCE OF SERVICES

- 5.1 Supplier shall perform the Services with due skill, care and diligence and in accordance with Good Industry Practice;
- 5.2 Supplier's personnel shall be suitably qualified, trained and supervised;
- 5.3 Supplier shall comply with all applicable health and safety laws, site rules, vessel rules and HLAG safety policies.
- 5.4 Supplier must comply with all applicable health and safety legislation, HLAG's internal safety procedures, permit systems, PPE requirements, and substance testing policies.
- 5.5 Supplier shall ensure that all personnel arrive with necessary permits and PPE.

6. INSPECTION, TESTING AND ACCEPTANCE

- 6.1 HLAG may inspect or test Goods and Services at any stage of manufacture, delivery or performance.
- 6.2 Acceptance requires written confirmation by HLAG. Payment, installation or use does not constitute acceptance.
- 6.3 If HLAG identifies defects or non-conformities, Clause 8.3 shall apply. HLAG may reject Goods or Services until acceptance.

7. PRICES, INVOICING AND PAYMENT

- 7.1 Prices in the PO are fixed and all-inclusive, covering any costs for packaging, transport, customs, duties, travel, accommodation, per diems, all materials, tools, equipment and any cost necessary for proper performance unless otherwise agreed in writing.
- 7.2 Invoices must reference the PO and include all required supporting documents.
- 7.3 HLAG shall pay valid, undisputed invoices within sixty (60) days from the later of acceptance or receipt of a valid invoice.
- 7.4 HLAG may withhold payment for:
 - 7.4.1 incomplete documentation,
 - 7.4.2 defective Goods or Services,
 - 7.4.3 incorrect or disputed invoices.
- 7.5 HLAG may set off any sums owed by Supplier to HLAG or to any Affiliate, whether under this Contract or otherwise howsoever arising, against amounts payable.

8. WARRANTIES AND DEFECTS

- 8.1 The Supplier warrants that Goods:
 - 8.1.1 comply with the Contract;
 - 8.1.2 conform strictly to any agreed description and specifications;
 - 8.1.3 are new, safe and free from defects;
 - 8.1.4 are of satisfactory quality and reasonably fit for their intended purpose; and
 - 8.1.5 comply with all applicable laws, technical standards (including ISO) and safety requirements.
- 8.2 Defect notification periods for :
 - 8.2.1 defects which are not latent: within a reasonable time after delivery/performance, and in any event no later than 14 Business Days
 - 8.2.2 latent defects: within a reasonable time after discovery, and in any event no later than 7 Business Days.
- 8.3 HLAG may require, at its sole discretion: (i) repair or replacement of defective Goods; (ii) re-performance of defective Services; (iii) reimbursement of costs incurred by HLAG in remedying defects; (iv) a price reduction proportionate to the defect; or (v) termination of the Contract if applicable under clause 14.1.
- 8.4 If remedial is commenced within the warranty period, then the warranty period for all of the Goods shall be extended by 12 months from the date of completion of such work.
- 8.5 Supplier bears all costs of remedial work including transport, labour and installation/removal.

9. Liability and Indemnity

- 9.1 Subject to clause 9.3, the Supplier shall be liable to HLAG for all direct losses and damages arising from or in connection with any breach of this Contract, including without limitation breach of warranty, negligence, or failure to perform in accordance with the Contract terms.
- 9.2 Supplier agrees to indemnify HLAG against claims, liabilities, losses costs and expenses

(including legal fees) arising in connection with any of the following if caused by the Supplier's breach of this Contract:

- 9.2.1 personal injury or property damage;
 - 9.2.2 breach of Contract or warranty;
 - 9.2.3 Intellectual property infringement
 - 9.2.4 non-compliance with sanctions, anti-bribery or Modern Slavery laws.
- 9.3 Nothing in the Contract shall operate to exclude or limit either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited under English law.
- 9.4 Subject to clause 9.3, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect loss or damage, including (without limitation) any indirect loss of profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of use, loss of production, loss of opportunity, loss of goodwill or reputation, or any other indirect pure economic loss. . The indemnities under this Clause 9 shall apply for the maximum period permitted under the Limitation Act 1980 and shall survive termination or expiry of the Contract.
- 9.5 Where expressly agreed in the relevant purchase order, HLAG shall be entitled to apply liquidated damages for delay at the rate and subject to the cap specified in that purchase order, without prejudice to any other rights or remedies available to HLAG.

10. Insurance

- 10.1 Supplier shall maintain appropriate insurance cover for the duration of the Contract and for six (6) years thereafter, including public liability and product liability.
- 10.2 HLAG may request certificates at any time.
- 10.3 Insurance cover does not limit Supplier's liability.

11. Export control, Sanctions and Supply Chain Due Diligence

- 11.1 The Supplier shall, at its own responsibility and cost, at all times comply with all Applicable Trade Laws, including, without limitation, the Modern Slavery Act 2015, the Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act and any other applicable law implementing mandatory supply chain due diligence requirements applicable to HLAG.
- 11.2 Supplier represents and warrants that none of the Goods or Services supplied to HLAG,
- a. originate from, are shipped from, or contain goods, components or materials originating from any country, territory or person subject to comprehensive or sectoral trade embargoes or sanctions under Applicable Trade Laws, and
 - b. are manufactured, processed or supplied in violation of Applicable Trade Laws relating to origin, sanctions or export control.
- 11.3 The Supplier shall impose obligations equivalent to those set out in this Clause on all of its suppliers, subcontractors and other upstream parties involved in the manufacture or supply of the Goods or Services.
- 11.4 The Supplier shall promptly notify HLAG in writing at exportcontrol@hlag.com if any Goods or Services are, or become, restricted, prohibited or subject to any license, permit or authorisation requirement under Applicable Trade Laws or upon becoming aware of any actual or suspected breach of this Clause or of any Applicable Trade Laws.

- 11.5 Where applicable, the Supplier shall determine, maintain and provide to HLAG accurate and complete information and documentation relating to:
- a. export control classification, licensing status and applicable license or authorisation requirements;
 - b. customs tariff classification (CN/HS code);
 - c. preferential and non-preferential origin of the Goods;
 - d. supplier declarations, long-term supplier declarations, certificates of origin, licenses, permits and comparable evidence reasonably required for compliance with Applicable Trade Laws and supply chain due diligence obligations.

Unless otherwise agreed, such information shall be provided no later than 10 business days after order confirmation and in any event prior to shipment and shall be promptly updated if circumstances change.

- 11.6 The Supplier shall ensure that all of its employees, agents and subcontractors shall
- a. comply with Applicable Trade Laws
 - b. conduct themselves in a professional, safe and respectful manner and shall prevent harassment, discrimination or any improper conduct or behaviour incompatible with HLAG's ethical standards set out in **HLAG's [Supplier Code of Conduct](#)**, as amended from time to time and made available to Supplier.
 - c. maintain appropriate policies, procedures, internal controls and training programs designed to ensure compliance with this clause, including controls relating to export classification, licensing, end-use and end-user screening, and record-keeping.
- 11.7 The Supplier shall indemnify, defend and hold harmless HLAG from and against all losses, claims, proceedings, fines, penalties, seizures, liabilities, damages, costs and expenses arising out of or in connection with any breach of this clause or any violation of Applicable Trade Laws by the Supplier, its employees, agents or subcontractors.
- 11.8 The Supplier shall provide HLAG with the correct net weight and the applicable statistical commodity code (Combined Nomenclature or Harmonised System Code) for each product delivered under the Contract.
- 11.9 The Supplier shall immediately notify HLAG in writing upon becoming aware of any actual or suspected breach of this clause or of any applicable law referred to herein.
- 11.10 The Supplier shall ensure that all of its employees, agents and subcontractors conduct themselves in a professional, safe and respectful manner and shall prevent harassment, discrimination or any improper conduct or behaviour incompatible with HLAG's ethical standards set out in **HLAG's [Supplier Code of Conduct](#)**, as amended from time to time and made available to Supplier.

12. Subcontracting and Assignment

- 12.1 The Supplier may not assign this Contract, in whole or in part, nor subcontract the performance of all or any substantial portion of it, without HLAG's prior written consent. Such consent shall not be unreasonably withheld or delayed.
- 12.2 The Supplier remains fully liable and responsible for the acts, omissions and defaults of approved subcontractors, as if they were the acts, omissions and defaults of the Supplier itself.

13. Confidentiality and Data Protection

- 13.1 The Supplier shall keep all Confidential Information of HLAG strictly confidential and shall not disclose such information to any third party without HLAG's prior written consent, except as required by law or to the extent necessary to perform its obligations under this Contract.
- 13.2 Confidentiality obligations shall survive termination or expiry of the Contract for a period of five (5) years.
- 13.3 The Supplier shall comply with all applicable data protection laws and shall implement appropriate technical and organisational measures to ensure the security of any personal data processed under this Contract.
- 13.4 Where the Supplier processes personal data on behalf of HLAG as a data processor, the parties shall enter into a written data processing agreement containing any mandatory provisions required by applicable legislation. Such agreement shall include, at minimum, provisions regarding the subject matter, duration, nature and purpose of processing, the types of personal data and categories of data subjects, the obligations and rights of HLAG as data controller, and the Supplier's obligations regarding security, sub-processing, data subject rights, and assistance with data protection impact assessments and consultations with supervisory authorities.

14. Termination/ Suspension

- 14.1 HLAG may terminate this Contract for cause with immediate effect upon written notice to the Supplier in the following circumstances:
- 14.1.1 material breach by the Supplier of any term of this Contract which, if capable of remedy, is not remedied within 14 days of written notice from HLAG specifying the breach and requiring its remedy;
- 14.1.2 material non-compliance with the compliance and ethical standards provisions of this Contract;
- 14.1.3 performance of the Contract becomes wholly or partially impossible or unlawful due to Applicable Trade Laws;
- 14.1.4 repeated material failure to meet agreed deadlines or delivery dates after written notice specifying the failures and a reasonable opportunity of not less than 14 days to cure such failures;
- 14.1.5 Supplier's refusal or failure to remedy defects in the Goods or Services within a reasonable time (not less than 14 days unless urgent circumstances require more immediate action) after receiving written notice from HLAG specifying the defects and requiring their remedy.
- 14.2 HLAG may terminate this Contract for convenience at any time by giving the Supplier not less than 30 days' prior written notice. Upon such termination, HLAG shall pay Supplier:
- 14.1.1 the price for all Goods delivered and all Services properly performed up to the effective date of termination.
- 14.1.2 all reasonable, unavoidable, and properly documented costs that:
- have been incurred by Supplier prior to the effective date of termination for Goods that are in production, on order, or otherwise committed; or
 - directly result from the termination; and
 - cannot reasonably be mitigated by the Supplier through cancellation, resale, repurposing, or other commercially reasonable means.

The Supplier shall use all reasonable efforts to mitigate its losses, including cancelling outstanding orders where possible and repurposing or reselling undelivered Goods. Any materials, work-in-progress, or completed Goods that HL pays for shall become HLAG's property upon payment, and Supplier shall deliver such items to HLAG immediately upon written demand.

- 14.3 This Contract shall not automatically terminate upon Supplier's insolvency, but HLAG shall have the right to terminate immediately upon written notice if the Supplier: (a) becomes insolvent or is unable to pay its debts as they fall due; (b) enters into administration, administrative receivership, receivership, liquidation (other than for the purposes of a solvent reconstruction or amalgamation), or any voluntary arrangement with its creditors; (c) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its assets or business; (d) ceases or threatens to cease to carry on business; or (e) is subject to any analogous insolvency proceedings under the laws of any jurisdiction. The rights under this clause are without prejudice to any rights that may arise under the Insolvency Act 1986 or the Corporate Insolvency and Governance Act 2020.
- 14.4 Upon termination, Supplier shall:
- 14.4.1 cease all work;
 - 14.4.2 return HLAG property;
 - 14.4.3 deliver all completed or work-in-progress deliverables;
 - 14.4.4 refund any payments received for Services not yet performed or Goods not yet delivered, less any costs reasonably incurred by the Supplier prior to termination that have been properly documented and approved by HLAG and in respect of which HLAG has not exercised a right of set-off under clause 7.5..
- 14.5 HLAG may suspend performance of the Contract, in whole or in part, by written notice to the Supplier if: (a) Supplier is in material breach of this Contract; or (b) HLAG reasonably believes that continued performance may cause material risk to HLAG's operations, safety, security, or reputation. HLAG shall not be liable for any costs, losses or damages incurred by the Supplier as a result of such suspension. If the suspension continues for more than 60 days, either party may terminate this Contract upon written notice to the other party.
- 14.6 Upon termination or expiry of this Contract, Supplier shall provide all reasonable cooperation to facilitate the orderly transition of the Goods or Services to HLAG or a third party designated by HLAG, including but not limited to: (a) providing access to relevant documentation, data, and information; (b) transferring or assigning any relevant contracts or arrangements (subject to any required third party consents); (c) providing reasonable training and knowledge transfer; and (d) continuing to provide the Services for a reasonable transition period if requested by HLAG (at the charges set out in this Contract or as otherwise agreed). The Supplier shall be entitled to reasonable compensation for any additional services provided during the transition period that fall outside the scope of this Contract.

15. Force Majeure

- 15.1 Neither party is liable for failure to perform its obligations due to Force Majeure.
- 15.2 The affected party must notify the other promptly after it becomes aware (or ought reasonably to be aware) that Force Majeure is affecting or is likely to affect its performance of the Contract and take reasonable steps to mitigate the effects of Force Majeure.
- 15.3 HLAG shall have the right to terminate the Contract if the Force Majeure affects either party's performance of the Contract for more than 30 days.

16. Audit Rights

- 16.1 HLAG may, upon reasonable notice, audit Supplier's books, premises, systems and processes relating to the Contract including for compliance with Clause 11, either by itself or through designated advisors or auditors.
- 16.2 The Supplier shall reasonably cooperate with any such audit and grant access to relevant records, policies and procedures.

17. Governing Law and Jurisdiction

- 17.1 Subject to clause 17.4, this Contract and any non-contractual obligations arising under or in connection with it shall be governed by English law.
- 17.2 Subject to clauses 17.3 and 17.4, disputes arising under or in connection with this Contract shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules (2021). The seat of arbitration shall be London and the language of the arbitration shall be English
- 17.3 Claims against the Supplier may, at HLAG's option, either be referred to arbitration in accordance with clause 17.2 or to the courts at the Supplier's place of incorporation or principal place of business.
- 17.4 If this Contract is performed entirely within Germany, German law shall apply and the courts of Hamburg shall have exclusive jurisdiction.
- 17.5 CISG shall not apply.

18. Miscellaneous

- 18.1 No waiver unless in writing.
 - 18.2 Rights and remedies under this Contract are in addition to, and do not exclude, other rights and remedies under this Contract or those provided by law.
 - 18.3 This Contract constitutes the entire agreement and supersedes all prior negotiations, representations or agreements.
 - 18.4 No third party shall have any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.
 - 18.5 If any provision of this Contract shall be held to be unenforceable, the remaining provisions shall continue in effect.
 - 18.6 No amendment, modification or variation of this Contract shall be effective unless it is in writing and signed by authorised representatives of both parties. Any purported oral or informal variation of the written form is invalid.
 - 18.7 The Supplier acts as an independent contractor and nothing in this Contract creates a partnership or agency relationship.
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