

Responsible Procurement Guideline

X.1 The Supplier shall comply with all applicable laws, rules, regulations, orders, conventions, or ordinances of the country(ies) where Services/Work is performed or where Goods are produced and/or relate to the provision, licensing, approval or certification of the Services/Goods, including, but not limited to, those relating to occupational health and safety, environmental matters, wages, working hours and conditions of employment, subcontractor selection, discrimination, data protection and privacy. Further the Supplier shall respect and commit to implementing APMM's Supplier Code of Conduct ("the Code") as amended from time to time and found at:

<http://www.maersk.com/business/sustainability/third-party-code-of-conduct>

or alternatively an internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as, but not limited to, the United Nations Global Compact (UNGC), and Supplier agrees – if and when so requested - to provide necessary documentation as well as accommodate any audit by APMM or Buyer in order to verify the same. The Supplier shall require their own suppliers to implement similar rules and, as appropriate, pass on such requirements to their sub-suppliers and so on. The original English version of the Code (as of August 2013) shall prevail in the event of any disputes or discussions concerning the content and obligations of either Party. Should the Supplier be unable to meet the listed requirements, the Supplier will agree to develop and execute an improvement plan.

X.2 Buyer shall at any time and without notice have the right to appoint at its own cost, charge and expense a well reputed third-party auditor to audit and verify all matters in connection with Supplier's compliance with the previous Clause. Supplier shall co-operate with such auditor and provide access to all relevant sites, personnel (including interviews) and documents. Alternatively, Supplier may appoint at its own cost, charge and expense a well-reputed third-party auditor subject to the appointment and scope of the audit being approved in advance in writing by APMM or Buyer.

If said auditor uncovers any material concern(s), Supplier shall without any undue delay present Buyer with an improvement plan and ensure that any severe violation of the Code is ceased immediately and other violations of the Code are remediated in a manner and timeline satisfactory to Buyer.

X.3 Supplier's repeated violation of the Code/UNGIC/International Bill of Human Rights and/or its failure to collaborate with the auditor during an audit and/or its failure to collaborate with Buyer in implementing or developing improvement plans shall be considered a material breach of this Agreement. If Supplier commits any such breach of or fails to observe or perform any material obligation contained in the Code/UNGIC/International Bill of Human Rights, and/or any agreed improvement plan, and such breach or failure has not been remedied to the satisfaction of Buyer within twenty-eight (28) days of receipt by the Supplier of a notice from Buyer requiring Supplier to remedy the same (or such longer period as may be specified in the notice), Buyer shall be entitled to terminate the Contract in accordance with Clause [...] of this Agreement.