

Carnival UK Conditions of Purchase (Goods and Services) ("Conditions")

These Conditions apply to and are incorporated into each purchase order, order, statement of work or other order document issued by Carnival for the supply of Goods and/or Services.

These Conditions prevail over any terms and conditions of the Supplier (including in any quotation, catalogue, price list, acknowledgement, delivery note, invoice or other document) and any such terms are rejected unless expressly agreed in writing by Carnival.

If there is any conflict, the following order of precedence applies: (1) the Order (including any special conditions stated in it); (2) these Conditions; (3) the Specification; and (4) any other documents incorporated by reference. Unless otherwise agreed in writing, the Supplier's terms do not apply.

1. Definitions and interpretation

In these Conditions, the following definitions apply:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Carnival**" means Carnival UK Ltd., a company registered in England and Wales with company number 04039524, trading as the cruise brand(s) named in the relevant Order.

"**Charges**" means the sums detailed in the applicable Order and payable to the Supplier by Carnival in accordance with these Conditions.

"**Data Protection Law**" means all applicable data protection and privacy laws and regulations, including the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, where applicable, Regulation (EU) 2016/679 (the General Data Protection Regulation), and any legislation replacing or amending them.

"**Force Majeure**" means an event or circumstance beyond a party's reasonable control that prevents or materially delays that party's performance, excluding (in the Supplier's case) price increases and, save where directly caused by an underlying Force Majeure event, shortages of labour, materials or transport, and failures of subcontractors.

"**Goods**" means the articles, products and materials to be provided by the Supplier, whether independently or together with the Supplier's provision of Services.

"**Materials**" means all materials and deliverables acquired, created or developed by or on behalf of the Supplier for Carnival in relation to the Goods and/or Services, including documents, reports, designs, drawings, specifications, data, software, code, works and inventions.

"**Order**" means Carnival's order for Goods and/or Services and any amendment to it made in accordance with these Conditions.

"**Pre-Existing Materials**" means all materials and intellectual property owned or controlled by the Supplier that existed prior to commencement of work under the Order or that are developed independently of the Order.

"**Services**" means the services to be performed by the Supplier as detailed in the applicable Order.

"**Specification**" means Carnival's technical specification or requirements for the Goods and/or Services together with any applicable policies, standards, procedures, codes of conduct and site rules notified or made available to the Supplier by Carnival from time to time.

"**Supplier**" means the person, firm or company with whom the Order is placed for the Goods and/or Services.

References to "including" or "include" are without limitation.

2. Orders and acceptance

2.1 Carnival may issue an Order number or other order reference. The Supplier must quote the relevant Order number (if provided) or other order reference on all correspondence, delivery notes and invoices relating to the Order.

2.2 Each Order made by Carnival constitutes an offer to purchase the Goods and/or Services subject to these Conditions. The Supplier accepts the Order when it provides written acceptance, delivers any Goods, commences performance of any Services, or otherwise acts on the Order. Delivery, despatch or commencement of performance constitutes acceptance of these Conditions. By accepting an Order or commencing performance, the Supplier acknowledges that it has accessed and read these Conditions at the URL referenced in the Order in the version in force on the date of the Order, and that it has had a fair opportunity to consider them.

2.3 Any proposal by the Supplier to vary these Conditions is rejected and is of no effect unless expressly agreed in writing by Carnival.

3. Changes to Orders

3.1 Carnival may unilaterally, by written amendment to an Order, make changes within the general scope of the Order to the Specification, shipping or packaging instructions, technical requirements, delivery dates, place(s) of delivery, or quantity of Goods and/or Services.

3.2 The Supplier must implement such change(s) without delay. The parties will agree any equitable adjustment to the Charges in advance where practicable. Any increase in Charges is limited to reasonable, evidenced, direct costs necessarily incurred by the Supplier as a result of the change, net of any savings. The Supplier must mitigate its costs.

3.3 If Carnival amends an Order, Carnival's liability to the Supplier is limited to payment of any increase in Charges agreed under this clause 3. Carnival has no liability where the amendment results from the Supplier's failure to comply with its obligations under these Conditions.

4. Ownership of Specification and Materials (Intellectual Property)

4.1 Any Specification supplied by Carnival to the Supplier, or produced by the Supplier specifically for Carnival in connection with an Order, together with all intellectual property rights in it, will be the exclusive property of Carnival.

4.2 The Supplier agrees that the Materials and all intellectual property rights in them vest in Carnival on creation. The Supplier hereby assigns to Carnival, by way of present assignment of future rights, all such rights and will do all acts and execute all documents reasonably required to perfect that assignment.

4.3 To the extent permitted by law, the Supplier irrevocably waives (and will procure a waiver of) any moral rights and similar rights in the Materials.

4.4 Pre-Existing Materials and all intellectual property rights in them remain vested in the Supplier. The Supplier grants Carnival a royalty-free, non-exclusive, perpetual, irrevocable licence (with the right to sub-licence to Carnival group companies, ship managers, operators, contractors and end users) to use, copy, modify and exploit the Pre-Existing Materials to the extent necessary to receive the full benefit of the Materials and the Services.

5. Charges, invoicing and payment

5.1 In consideration of proper performance of the Services and/or delivery of the Goods in accordance with these Conditions, Carnival will pay the Charges within 60 days from receipt of a valid invoice, provided the relevant Goods have been delivered and/or the relevant Services have been performed and are not disputed.

5.2 Unless otherwise stated in the Order, the Charges are fixed and inclusive of all levies, taxes, duties, packaging, insurance, and delivery of the Goods and/or Services to the destination specified in the Order. No additional charges of any kind may be added without Carnival's express prior written consent.

5.3 If the Charges for Goods and/or Services supplied and accepted are not paid within the period set out in clause 5.1, the Supplier may charge interest at 2% per annum above the Bank of England base rate, capped so the total overall interest rate does not exceed 5% per annum. Interest accrues daily from the due date until the undisputed Charges are paid in full. Carnival is not liable for interest on Charges that are disputed in good faith and notified to the Supplier as being in dispute.

5.4 The Supplier must not suspend deliveries or performance of Services in the event of late payment of any undisputed amount.

5.5 All invoices must state the relevant Order number (if provided) or other order reference and a description of Goods and/or Services as shown in the Order. Shipping charges, taxes or other additional charges (where agreed) must be itemised separately. Invoices must be submitted in accordance with Carnival's invoicing policy (available on request).

5.6 If Carnival disputes any invoice, the Supplier must, on request, promptly provide all evidence reasonably necessary for Carnival to verify the invoice. Carnival may withhold payment of the disputed portion until the dispute is resolved.

5.7 Carnival may set off or withhold any sums due to the Supplier against any amounts owed by the Supplier to Carnival (whether under the Order, these Conditions or otherwise).

6. VAT, duties and customs

6.1 Where an Order states that Goods and/or Services are eligible for VAT zero-rating (for example, for ship stores or repairs), the Supplier must comply with all applicable VAT law and HMRC requirements (including required wording and evidence of delivery/use) and retain all records necessary to support the VAT treatment. The Supplier must provide copies of such records on request.

6.2 Unless otherwise stated in the Order, the Supplier is responsible for all duties, taxes, import/export formalities and charges associated with supplying the Goods and/or Services.

7. Delivery of Goods and performance of Services

7.1 The dates shown on the Order are critical to Carnival's schedules. Time is of the essence.

7.2 The Supplier is responsible for all losses, costs and expenses incurred by Carnival arising from delay, except to the extent the delay is directly caused by Carnival or by a Force Majeure event affecting the Supplier where the Supplier has complied with clause 14 (Force Majeure).

7.3 Goods must be delivered in the quantities and on the dates or within the periods specified in the Order to the place(s) named in it. Goods must be properly packed and secured so as to reach their destination in good condition and conform in all respects with the Order and Specification. Where appropriate, Goods must be accompanied by a Material Safety Data Sheet and any other safety information reasonably required by Carnival.

7.4 Risk in the Goods passes to Carnival on delivery. Title to the Goods passes to Carnival on the earlier of delivery or payment. Passing of title and risk does not prejudice Carnival's rights of inspection and rejection.

7.5 Carnival may inspect and test the Goods and/or Services at any time. Inspection/testing (and any failure to inspect/test), use or payment does not constitute acceptance and does not limit Carnival's rights. Goods and Services

(including Materials) are accepted only when Carnival provides written acceptance (including by email) or confirms acceptance in the Order process. If Carnival reasonably considers any Goods, Services or Materials non-conforming, the Supplier must promptly replace, re-perform and/or remedy at no cost to Carnival.

7.6 If any or all of the Goods are not delivered on the date(s) or in the quantities specified, Carnival may accept or reject (in whole or in part) the affected Goods. Rejected Goods may be returned at the Supplier's risk and expense. Carnival may recover from the Supplier any monies paid for rejected Goods and any additional expenditure reasonably incurred in obtaining replacement goods and/or expediting supply.

7.7 The Supplier is responsible for obtaining proof of delivery from an authorised representative of Carnival.

7.8 Services must be performed in accordance with any timetable set out in the Order and in a professional and workmanlike manner in accordance with applicable industry standards and with due care, skill and diligence.

7.9 If, other than due to an act or omission of Carnival, the Supplier fails to perform the Services in accordance with the timetable, the Supplier will pay liquidated damages at 1% of the total Charges for each day of delay, up to a maximum of 10% of the total Charges, until the Services are fully performed. Carnival may set off such liquidated damages against the Charges. The parties agree these liquidated damages are reasonable and proportionate to protect Carnival's legitimate interest in prompt performance.

8. Warranties

8.1 The Supplier represents and warrants that all Goods and/or Services furnished under each Order:

8.1.1 conform to all requirements, Specifications, drawings, descriptions, samples and standards set forth in or incorporated into the Order; in the case of Goods, are new (unless otherwise agreed) and free from defects in material and workmanship, latent or patent;

8.1.2 are of satisfactory quality, safe and appropriate for the purpose for which Goods and/or Services of that kind are normally used and for any purpose made known to the Supplier;

8.1.3 comply with all applicable industry standards, laws, rules and regulations, without limiting any requirement to comply with higher standards required under the Order;

8.1.4 in the case of Goods, are sold with good and marketable title, free from any lien, claim or encumbrance;

8.1.5 in the case of Services, will be performed by appropriately qualified and trained personnel with due care, skill and diligence and to such standard of high quality and performance as it is reasonable for Carnival to expect;

8.1.6 in the case of Goods or materials bearing "Use By" and/or "Best Before" dates, are supplied with the longest reasonably available remaining shelf life unless otherwise agreed; and

8.1.7 do not infringe or misappropriate any intellectual property right, trade secret or other proprietary right of any third party.

8.2 Inspection, testing, acceptance, use of, or payment for Goods and/or Services does not affect the Supplier's obligations under these warranties.

8.3 The warranties are for the benefit of Carnival, its successors, assigns and customers and users of Goods and/or Services sold by Carnival or used in its business.

8.4 If within 12 months of delivery of the Goods or completion of the Services (or, if longer, any stated shelf life or other agreed warranty period) the Goods and/or Services do not comply with the warranties, the Supplier must, at Carnival's option and at no cost to Carnival, promptly repair, replace, re-perform and/or refund the affected Goods and/or Services. This includes all associated costs (including removal, reinstallation, shipping, port costs and testing) reasonably incurred by Carnival.

8.5 If the Supplier fails to remedy promptly, Carnival may (after reasonable notice) undertake the remedy itself or procure substitute goods/services and recover all costs from the Supplier.

9. Product safety, recalls and corrective actions (Goods)

9.1 If any Goods are, or are alleged to be, unsafe, non-compliant, defective, subject to a safety alert, or otherwise require a recall or corrective action, the Supplier must immediately notify Carnival with full details and cooperate with Carnival's instructions.

9.2 The Supplier is responsible for, and will bear the costs of, any recall or corrective action to the extent arising from the Supplier's breach, defect, non-compliance or act/omission, including costs of withdrawal, disposal, replacement, communication, remediation, investigation and associated operational disruption reasonably incurred by Carnival.

9.3 The Supplier must maintain appropriate traceability records for Goods and make them available to Carnival on request.

10. Access and inspection at Supplier premises

10.1 Representatives of Carnival may, on reasonable notice and during business hours, access the Supplier's premises (and, where relevant, subcontractor premises) to inspect and test the Goods and to assess performance of the Order. The Supplier will provide all reasonable assistance and access.

10.2 If, as a result of any inspection or testing, Carnival is not satisfied that the Goods and/or Services will comply in all respects with the Order and Specification, the Supplier must promptly take all steps necessary to ensure compliance. Such inspections do not limit Carnival's rights.

11. Insurance

11.1 During the term of the Order (and for such period afterwards as is reasonable having regard to the nature of the Goods and/or Services), the Supplier must maintain appropriate insurance with reputable insurers, including as applicable: employers' liability, public liability, product liability, professional indemnity (for Services) and cyber/security liability (where accessing Carnival systems or processing personal data).

11.2 Minimum limits must be not less than those stated in the Order or, if none, not less than £5,000,000 per claim/occurrence for public/product liability and £5,000,000 in the aggregate for professional indemnity (as applicable).

11.3 The Supplier must provide evidence of insurance upon request and must maintain cover sufficient to meet its obligations under the Order.

12. Subcontracting and personnel

12.1 The Supplier must not subcontract, delegate or outsource performance of any part of the Order without Carnival's prior written consent. Where consent is given, the Supplier remains fully responsible for the acts and omissions of its subcontractors.

12.2 The Supplier must ensure any approved subcontractor is bound by written terms no less onerous than these Conditions (including confidentiality, data protection, compliance, audit and IP provisions) and will provide evidence of such flow-down obligations on request.

12.3 Carnival may require the Supplier to remove and replace any personnel whose performance or conduct is, in Carnival's reasonable opinion, unsatisfactory or who breach Carnival policies or site rules.

13. Termination and suspension

13.1 Termination for convenience: Carnival may terminate an Order in whole or in part at any time by giving notice to the Supplier. On receipt, the Supplier must stop work as directed, cancel/terminate subcontracts to the extent permitted, and take all reasonable steps to mitigate costs and protect any property in its possession in which Carnival has or may acquire an interest.

13.2 On termination for convenience, Carnival will pay: (i) for conforming Goods delivered and accepted; (ii) for Services properly performed up to termination and accepted; and (iii) only where agreed in advance in writing, the Supplier's evidenced direct costs necessarily and unavoidably incurred as a result of termination (after mitigation). Carnival will not pay loss of profit, loss of opportunity, overhead allocation, or any indirect or consequential loss. Any claim must be submitted within 45 days of termination notice with supporting evidence.

13.3 Termination for cause: Carnival may terminate an Order immediately by written notice if the Supplier (i) is unable to pay its debts as they fall due; (ii) makes any voluntary arrangement with its creditors; (iii) becomes bankrupt (if an individual or firm); (iv) enters administration or liquidation (other than for a solvent amalgamation or reconstruction); (v) has a receiver appointed or an embargor takes possession of its assets; (vi) ceases or threatens to cease to carry on business; (vii) suffers any analogous event in any jurisdiction; (viii) fails to produce and deliver acceptable Goods and/or Services in accordance with the delivery schedule or otherwise materially breaches the Order or these Conditions; (ix) undergoes a change of control (including a change in beneficial ownership of more than 50% of the issued share capital or legal power to direct management); or (x) repeatedly breaches these Conditions in a manner that reasonably justifies the opinion that its conduct is inconsistent with having the intention or ability to give effect to the parties' agreement.

13.4 Consequences of termination for cause: On termination under clause 13.3, Carnival is not liable for termination costs and may procure Goods and/or Services elsewhere. The Supplier is liable to Carnival for any excess costs and other procurement expenses reasonably incurred by Carnival.

13.5 Suspension: Carnival may require the Supplier to suspend deliveries or performance where Carnival's operations are affected by strike, lockout, fire, accident, stoppage or other event beyond Carnival's reasonable control that prevents or hinders use of the Goods and/or Services. Payment will be postponed until deliveries/performance resume and Carnival will incur no liability for the suspension.

14. Force Majeure

14.1 A party affected by Force Majeure must promptly notify the other party, providing reasonable details of the event, expected duration and the steps being taken to mitigate. The affected party must use reasonable endeavours to mitigate the effects and resume performance as soon as practicable.

14.2 The affected party is excused from performance only to the extent prevented by Force Majeure and only for the duration of the Force Majeure event.

14.3 Carnival will not be liable to the Supplier for any failure or delay caused by Force Majeure affecting Carnival. If Force Majeure affecting the Supplier continues for more than one month, Carnival may terminate the Order immediately without liability (save for Charges due for Goods and/or Services properly delivered/performed and accepted).

15. Indemnities

15.1 The Supplier will indemnify and hold harmless Carnival and its parents, subsidiaries, affiliates and related companies (and each of their officers, employees, agents, customers and other suppliers) from and against all claims, demands, suits, proceedings, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- 15.1.1 any actual or alleged failure of the Supplier or the Goods and/or Services to comply with applicable laws, orders, rules, standards or regulations;
- 15.1.2 any actual or alleged manufacturing, design or other defect (including latent defects) in the Goods and/or Services, including liabilities in tort or product liability;
- 15.1.3 any actual or alleged infringement or violation of any intellectual property or other proprietary right of any third party relating to the sale, manufacture or use of the Goods and/or Services;
- 15.1.4 any actual or alleged breach of the Supplier's warranties;
- 15.1.5 acts or omissions of the Supplier (or its officers, employees, agents or subcontractors) in performance of Services; and
- 15.1.6 any claims under employment, tax, immigration or similar laws or obligations relating to the Supplier's personnel or subcontractors.

15.2 Carnival may be represented by and actively participate in any defence or settlement and the Supplier will pay the cost of such representation. The Supplier must not settle any matter without Carnival's prior written consent where the settlement imposes any obligation on Carnival or admits liability on Carnival's behalf.

16. Limitation of liability

16.1 Without prejudice to Carnival's obligation to pay the Charges, and subject to the remainder of this clause, Carnival's total liability arising from or in connection with any Order and/or these Conditions (whether in contract, tort, negligence, misrepresentation, restitution or otherwise) is limited for any one event or series of connected events to a sum equal to the Charges.

16.2 Carnival has no liability to the Supplier for any indirect, special or consequential loss or for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill or business interruption.

16.3 Nothing in these Conditions excludes or restricts either party's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.

16.4 Without prejudice to any other rights or remedies, the Supplier acknowledges that damages may not be an adequate remedy for breach and Carnival is entitled to injunctive relief, specific performance or other equitable relief for any threatened or actual breach.

17. Compliance

17.1 Anti-Corruption: The Supplier represents, warrants, and covenants that it has not and will not take any action that would cause Carnival, its affiliates, personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.

17.2 Audit: At all times while providing Goods and/or Services to Carnival and for at least two (2) years thereafter, the Supplier shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with the Supplier's performance of these Conditions. Carnival or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of the Supplier which are in any way related to the Order and/or these Conditions. The Supplier shall provide to Carnival or its designee any information reasonably required to (a) understand the materials contained in any such books, records and accounts; (b) trace any payments or expenditures in any way related to Carnival's business; and (c) ensure that the Supplier has complied fully with the terms of these Conditions and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.

17.3 Trade Controls: The Supplier shall fully comply with all relevant economic sanctions, trade embargoes and restrictions, and import and export control laws, as set forth in the terms and obligations accessible at: <https://www.carnivalcorp.com/vendors-suppliers/sanctions-and-trade-control-compliance-clauses/>. These terms and obligations may be revised from time to time. It is imperative that the Supplier regularly review the linked content to ensure ongoing full compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Goods and/or Services. A copy of these terms and obligations can be provided by Carnival upon request.

17.4 Business Ethics: The Supplier acknowledges Carnival has established a Business Partner Code of Conduct and Ethics that can be found <https://www.carnivalcorp.com/uk/>. The Supplier shall fully comply with the requirements set out in Carnival's Business Partner Code of Conduct and Ethics and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Goods and/or Services. A failure by the Supplier to comply with its obligations pursuant to this clause shall constitute a material breach of these Conditions entitling Carnival to terminate each Order immediately upon written notice to the Supplier.

17.5 Prevention of Modern slavery and human trafficking: In connection with the supply of the Goods and/or Services, the Supplier shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015. The Supplier acknowledges that Carnival publishes a statement pursuant to the Modern Slavery Act 2015 that can be found at <https://www.carnivalcorp.com/uk/>. The Supplier hereby confirms its commitment to adopting practices that support the requirements and principles set out in Carnival's Modern Slavery Statement.

17.6 Ethical and responsible sourcing: The Supplier acknowledges Carnival's expectations on responsible sourcing and sustainability and will comply with any sustainable sourcing standards notified by Carnival in connection with the Goods and/or Services. Where applicable, the Supplier will take reasonable steps to avoid unnecessary plastics in packaging and to support compliance with marine pollution requirements.

18. Data protection

18.1 If the Supplier processes personal data on behalf of Carnival in connection with an Order, the Supplier acts as a processor and Carnival acts as controller (unless the Order states otherwise). The Supplier will:

- 18.1.1 process personal data only on documented instructions from Carnival and only to the extent necessary to perform the Order;
- 18.1.2 ensure persons authorised to process personal data are bound by confidentiality;
- 18.1.3 implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- 18.1.4 not engage any sub-processor without Carnival's prior written authorisation and will impose equivalent obligations on any authorised sub-processor; the Supplier remains liable for sub-processors;
- 18.1.5 not transfer or allow access to personal data outside the UK and/or EEA (as applicable) without Carnival's prior written consent and without implementing a lawful transfer mechanism;
- 18.1.6 notify Carnival without undue delay and in any event within 24 hours of becoming aware of any personal data breach and provide all information reasonably required to support investigation, remediation and notifications;
- 18.1.7 assist Carnival, at Carnival's cost where appropriate, with data subject requests, security assessments, impact assessments and consultations with regulators, to the extent required by Data Protection Law;
- 18.1.8 at Carnival's option, delete or return all personal data at the end of the Services and delete existing copies unless retention is required by law; and
- 18.1.9 make available to Carnival information necessary to demonstrate compliance and allow for audits/inspections reasonably required by Carnival.

18.2 The Supplier undertakes to enter into Carnival's standard Data Processor Agreement on request. If there is any conflict between that agreement and this clause, the Data Processor Agreement prevails for data protection matters.

19. Confidentiality and information security

19.1 The Supplier must keep confidential all information of or relating to Carnival and its group companies obtained in connection with an Order ("Confidential Information"). The Supplier must use Confidential Information only to perform the Order and must not disclose it except to those of its personnel and approved subcontractors who need to know it for performance and who are bound by confidentiality obligations no less stringent than this clause.

19.2 The Supplier must protect Confidential Information using appropriate technical and organisational measures and must comply with any reasonable information security requirements notified by Carnival. The Supplier must promptly notify Carnival of any unauthorised access to or disclosure of Confidential Information.

19.3 Cybersecurity (where accessing Carnival systems): Where the Supplier accesses Carnival systems, networks, devices or facilities (including via remote access) or is issued with credentials, the Supplier must comply with Carnival's security requirements and implement appropriate technical and organisational measures to protect Carnival systems and data. These measures must include, as applicable: least-privilege access controls (including multi-factor authentication), secure configuration, timely patching, anti-malware protection, logging/monitoring, and segregation of Carnival data. The Supplier must promptly notify Carnival of any actual or suspected security incident that could affect Carnival systems, Carnival data or the Goods and/or Services, and must cooperate with investigation, containment and remediation.

19.4 Use of AI tools: The Supplier may use AI or machine-learning tools to assist with performance of the Order provided that: (a) the Supplier remains responsible for the quality, accuracy and compliance of all outputs and Materials; (b) any outputs are reviewed by suitably qualified personnel before use or delivery to Carnival; and (c) the Supplier must not input or otherwise make available any Confidential Information or personal data to any third-party AI tool unless that tool is configured so such data is not used to train models, is not shared with other customers, and is protected by security measures no less protective than those in these Conditions. On request, the Supplier will provide Carnival with a summary of any approved AI tool use that materially affects Materials, including the tool used, purpose and safeguards.

19.5 On request or termination/completion of the Order, the Supplier must return or securely destroy Confidential Information (including copies) except to the extent retention is required by law.

19.6 These obligations continue for five (5) years after termination/completion, or indefinitely for trade secrets.

20. Health and safety; site access; permits

20.1 Where the Supplier performs Services at any Carnival site, vessel, port, yard or other location, the Supplier must comply with Carnival's health, safety, security and environmental requirements and all applicable laws and obtain all permits and authorisations necessary for performance.

20.2 The Supplier must ensure its personnel are properly trained and equipped, and must not commence work until site induction and access requirements (if any) are satisfied.

20.3 The Supplier must immediately report any incident, accident, near miss, hazard or environmental release arising in connection with the Services and cooperate with Carnival's investigation and corrective actions.

21. Status of Supplier; taxes

21.1 The Supplier is an independent contractor. Nothing in these Conditions creates a partnership, joint venture or agency relationship. The Supplier must not hold itself out as an agent or employee of Carnival.

21.2 The Supplier is responsible for and will indemnify Carnival for any income tax, National Insurance, social security contributions and other liabilities arising from the Supplier's personnel in connection with the Services, to the extent permitted by law.

22. Notices

22.1 Any notice under an Order or these Conditions must be in writing. A notice may be delivered by hand, pre-paid first-class post or courier to the address set out in the Order (or as otherwise notified in writing) or sent by email to the address set out in the Order (or as otherwise notified in writing), with a copy to legalnotices@carnivalukgroup.com.

22.2 Notices are deemed received: (a) if delivered by hand, when left at the relevant address; (b) if sent by pre-paid first class post, at 9.00 am on the second Business Day after posting; (c) if sent by courier, on delivery confirmation; (d) if sent by email, on the next Business Day after transmission provided no delivery failure notification is received. This does not apply to service of legal proceedings.

23. Assignment

23.1 The Supplier must not assign, transfer, charge, subcontract or deal in any other manner with any of its rights or obligations under an Order without Carnival's prior written consent (which may be withheld in Carnival's sole discretion). Any attempted assignment or transfer in breach of this clause is void.

24. Entire agreement and amendment

24.1 An Order together with these Conditions and the documents expressly referred to in them constitutes the entire agreement between the parties in relation to the Goods and/or Services and supersedes all prior discussions and agreements.

24.2 No variation to an Order or these Conditions is effective unless made in writing by Carnival (including by email or through Carnival's procurement systems) or as otherwise expressly agreed in the Order.

25. Remedies; waiver; severability

25.1 No remedy conferred on Carnival is exclusive of any other remedy and each remedy is cumulative and in addition to all other remedies available at law or in equity.

25.2 No failure or delay by Carnival to exercise any right or remedy constitutes a waiver. A waiver must be in writing and applies only to the specific circumstances for which it is given.

25.3 If any provision of these Conditions is held illegal, invalid or unenforceable, the remaining provisions remain in full force and effect.

26. Third party rights; language

26.1 Except as expressly provided in clauses 8.3 and 15.1, no term of these Conditions or an Order is enforceable by any person under the Contracts (Rights of Third Parties) Act 1999.

26.2 Any notice and other documents given under or prepared in connection with an Order must be in English. Documents provided by the Supplier must be in English or accompanied by a certified English translation.

27. Law and jurisdiction

27.1 Each Order, these Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them is governed by English law.

27.2 For the sole benefit of Carnival, the parties submit to the exclusive jurisdiction of the English courts. Nothing limits Carnival's right to bring proceedings against the Supplier in any other jurisdiction, whether concurrently or not, and proceedings in one jurisdiction do not preclude proceedings in any other.

28. Survival

28.1 Clauses which by their nature are intended to survive cancellation, completion or termination of an Order survive, including clauses 4 (Ownership of Specification and Materials (Intellectual Property)), 9 (Product safety, recalls and corrective actions (Goods)), 11 (Insurance), 15 (Indemnities), 16 (Limitation of liability), 17 (Compliance), 18 (Data protection), 19 (Confidentiality and information security), 22.1 (Assignment), 27 (Law and jurisdiction) and this clause 28 (Survival).