



# BGIS Global Integrated Solutions US LLC Supplier Qualification Terms and Conditions

## **1.0 SCOPE AND TERMS & CONDITIONS PRECEDENCE**

- 1.1 Goods, the work, deliverables, and/or services (“Services”) ordered by BGIS Global Integrated Solutions US LLC or any subsidiary or affiliate, on its own behalf or as agent for a third party (collectively “BGIS US”) in a purchase order or work order (“P/O”) issued to you (“Supplier”) shall be timely furnished and invoiced in strict conformity with the P/O (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BGIS US and/or its customer (“Client” or “Customer” have the same meaning) which may include policies relating to Supplier Code of Conduct, health and workplace safety which have been shared with the Supplier in advance or otherwise made available on BGIS US’s website at <https://www.bgis.com/us/suppliers.htm> and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.
- 1.2 In accepting a P/O from BGIS US, the Supplier will undertake the P/O in accordance with:
  - (a) the valid, current and executed contract with BGIS US for the work ordered (“Current Agreement”);
  - (b) where no Current Agreement is in place, these terms and conditions executed and filed with BGIS US specific to the Client for which the P/O is being undertaken (“Supplier Qualification T&Cs”);
  - (c) where no Current Agreement and no Supplier Qualification T&Cs are applicable BGIS US General Terms and Conditions as published at <https://www.bgis.com/us/suppliers.htm>

## **2.0 SERVICES**

- 2.1 The Supplier shall supply all labor, supplies, equipment and services required to produce the Services under a P/O including the provision of any and all labor, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of such Services. If any of the Services, in the reasonable opinion of BGIS US, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense.
- 2.2 The Supplier is providing Services pursuant to the P/O strictly as an independent contractor.

## **3.0 CONFLICT OF INTEREST**

- 3.1 The Supplier shall not engage in any activity or provide any services to BGIS US where such activity or the provision of such services creates a conflict of interest or perceived conflict of interest with the provision of the Services. The Supplier acknowledges and agrees that it shall be a conflict of interest to provide Services if Supplier is related in law to another company that has bid on the Services , or if Supplier uses confidential competitor or BGIS US information to support the bid for the award of the BGIS US P/O, or if Supplier employees or subcontractors are related by family or business relationship to BGIS US employees or Client employees where such relationship can be considered to impact the award of the P/O or provision of the Services .
- 3.2 The Supplier shall promptly notify and disclose to BGIS US without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest and shall comply with any terms and conditions subsequently

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prescribed by BGIS US resulting from the disclosure. Disclosure to be made in writing to:

BGIS US  
Attn: Legal Counsel  
210 South Hudson St. – Suite #380, Seattle, WA 98134 USA

With a copy to:

4175 14<sup>th</sup> Avenue, Markham, Ontario L3R 0J2, Canada  
[Andrew.McLachlin@bgis.com](mailto:Andrew.McLachlin@bgis.com)

- 3.3 Breach of this Conflict of Interest provision may result in termination of the P/O in addition to any other remedies that BGIS US has in contract, in law or in equity.

## **4.0 PRICE & PAYMENT**

- 4.1 BGIS US shall be charged the price for the Services as provided in the P/O by BGIS US. For P/O's whose value is anticipated to exceed of \$500, where the P/O is issued to the Supplier without BGIS US accepting a corresponding quotation from the Supplier, the Supplier will obtain additional written instruction to proceed confirming scope and pricing from BGIS US prior to proceeding with the Services.
- 4.2 The price for the Services includes all other taxes, tariffs, duties and/or levies that may be payable in Supplier's country, state, county, and municipality in relation to the performance of this Agreement.
- 4.3 Intentionally Deleted.
- 4.4 Payment of Supplier's invoices shall be made by check or electronic transfer of funds sixty (60) days following the date of receipt of a correct and valid invoice and will be paid in accordance with the payment instructions detailed on the invoice. To be considered for payment an invoice shall be: (i) properly addressed; (ii) contain a valid purchase order or work order number; (iii) specify, where applicable, an itemized charge for labor, materials and/or goods, and all applicable taxes; (iv) specify the location where the Services were delivered; and, (v) where applicable, consolidates all current Charges by reflecting all Services provided to all Locations. Additionally, to be eligible for payment Supplier must have provided all qualification documentation to BGIS US including evidence of insurance, health and safety policy and workers compensation board clearance certificate.
- 4.5 The Supplier agrees that where services are ordered pursuant to a BGIS US work order, the work order corresponding to the Supplier invoice must have a status of complete in BGIS US's work order system to be processed. The Supplier must notify BGIS US in accordance with the instructions stated on the work order that the work is complete for this status to be updated. Supplier agrees that invoices submitted without status of complete within BGIS US's system will not be considered to be invoiced until such status is updated.
- 4.6 Supplier agrees that upon request by BGIS US, should Supplier not be able to produce a workers compensation board clearance certificate evidencing that its workers undertaking the Services are covered by workers compensation during the Term of the P/O then the Supplier invoices may not be considered to be correctly submitted until such evidence is provided.
- 4.7 Invoices for Services completed must be received by BGIS US no later than 60 days after which such Services were completed. Any invoices received by BGIS US relating to Services completed more than 60 days after the date such Services were completed shall not be due and payable by BGIS US.

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- 4.8 Whenever any sum of money shall be recoverable from or payable by Supplier to BGIS US, the same may be deducted from any sum due or which at any time thereafter may become due to Supplier under any P/O raised by BGIS US.
- 4.9 Upon request, Supplier shall provide BGIS US within a reasonable period of time, current Internal Revenue Forms W-8 (Certificate of Foreign Status) and W-9 (Request for Taxpayer Identification Number and Certification).

## **5.0 TERM & TERMINATION**

- 5.1 Unless otherwise specified, a P/O shall become effective upon issuance and continue in force and effect until all obligations thereunder have been discharged in full and in strict accordance with its terms, subject to it being terminated in accordance with these Terms & Conditions ("Term").
- 5.2 Where BGIS US has issued a P/O, BGIS US may terminate the P/O in whole without cause immediately by issuing such termination in writing to the Supplier. BGIS US may immediately terminate a P/O in whole or part if Supplier has breached its terms and BGIS US has notified the Supplier to this effect. Upon termination, BGIS US shall be liable solely for payment of Services furnished to the date of termination. Upon termination, Supplier will use commercially reasonable efforts to minimize and mitigate its cost to wind up the provision of the Deliverable.
- 5.3 BGIS US may also terminate a P/O immediately in the event the Supplier breaches any Policies. For clarity, any impairment of Supplier's employees or subcontractors from the use of alcohol, drugs (including cannabis and cannabis related products), and/or the negative effects of medications or any other substance that could cause impairment, while providing services to BGIS US, BGIS US clients or while attending any BGIS US related corporate or industry events, shall be sufficient grounds for BGIS US to immediately terminate any P/O.

## **6.0 INSURANCE AND WORKERS' COMPENSATION**

- 6.1 Supplier and any subcontractors shall maintain with responsible insurers, during the Term of this Agreement, insurance coverage and limits that satisfy the following minimum requirements:

| <b>Insurance</b>                                  | <b>Minimum Coverage</b>  |
|---|--|
| Commercial General Liability                      | \$2,000,000 per occurrence and in the aggregate, product and completed operations, for personal injury, death, and property damage, which cannot be cancelled without the insurer endeavoring to provide BGIS US at least 30 days' prior written notice. |
| Automobile Liability                              | \$2,000,000 per occurrence coverage for owned, non-owned, and rented automobiles covering injury, death, or property damage.   |
| Workers' Compensation and/or Employers' Liability | Minimum value required by any applicable legislation, but not less than \$1,000,000 per occurrence, covering personal injury to or death of employees engaged in performing Services.  |

- 6.2 Suppliers that supply professional services must carry and provide proof of professional errors and omissions coverage with a coverage limit of at least \$1,000,000 each claim.



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- 6.3 To the maximum extent permitted by Applicable Laws, the Commercial General Liability and Automobile Liability policies shall name BGIS US and Customer(s) as additional insureds.
- 6.4 To the maximum extent permitted by Applicable Laws, Supplier waives its right of recovery and will cause its insurers to waive their rights of subrogation under all insurance policies.
- 6.5 Services in Louisiana. To the extent that the Louisiana Oilfield Indemnity Act, La. Rev. Stat. 9:2780, or any successor statute, applies to Services under this Agreement or an Order and only in respect of any Services performed in Louisiana, any charges for additional insured status and a waiver of subrogation under Louisiana law, shall be disclosed by Supplier in writing to BGIS US as soon as Supplier obtains that information. Upon election of BGIS US, Supplier shall promptly bill BGIS US the applicable amount and obtain the insurance coverage so that (a) BGIS US and Customer are covered by such insurance policies as additional insureds in connection with the Services and (b) Supplier and its insurer waive all rights of subrogation and/or contribution against BGIS US and Customer in respect of the Commercial General Liability and Automobile Liability policies.
- 6.6 All insurances will be placed with reputable and substantial insurers, satisfactory to BGIS US.
- 6.7 Supplier shall, prior to performing the Services, provide BGIS US with certificates of insurance meeting the above requirements and stating any pertinent exclusions contained in the policies.

### **7.0 INDEMNITIES AND LIABILITY**

- 7.1 Supplier hereby assumes exclusive responsibility for any and all personal injury, including death or property damage, of whatever nature and however caused, that results from or arises out of Supplier's performance of the Services. To the maximum extent permitted by law, Supplier agrees to defend, indemnify, and hold harmless (a) BGIS US and its officers, directors, managers, employees, agents, affiliates, successors, and assigns, and (b) any other person or entity that BGIS US is required to defend, indemnify, and hold harmless in connection with Supplier's performance of the Services, including, but not limited to, the Customer, from and against all claims, demands, suits (regardless of legal theory), losses, damages, costs, expenses, fines, and penalties, including, but not limited to, reasonable attorneys' fees and disbursements (including those made by employees, agents, or subcontractors of Supplier), of any kind whatsoever, that arise out of, result from, or are in connection with the Services, Supplier's performance of the Services, or this Agreement.
- 7.2 Supplier's indemnification obligations set forth in this paragraph shall not be limited in any way by any limitation on amount or type of damages, compensation benefits payable by Supplier or anyone employed by Supplier under workers' compensation acts, disability benefit acts, or any other employee benefit acts, any limits on the insurance coverage of Supplier or any insurance coverage of any person or entity entitled to indemnification pursuant to this paragraph.
- 7.3 **BGIS US SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS HOWSOEVER SAME MAY BE CAUSED AND WHETHER OR NOT SUCH LOSSES WERE REASONABLY FORESEEABLE AT THE TIME OF ENTERING THIS AGREEMENT OR ANY ORDER.**

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- 7.4 With respect to any claim arising out of this Agreement, each of BGIS US and Supplier hereby agrees to waive its right to a jury trial.
- 7.5 Services in Texas. To the extent that Chapter 127 of the Texas Civil Prac. & Rem. Code, or any successor statute, applies to this Agreement or any Order and only in respect of Services performed in Texas, the indemnity obligations of Supplier shall be limited to and supported by available liability insurance coverage, at Supplier's expense, as follows:
  - a) with respect to a mutual indemnity obligation, Supplier's indemnity obligation is limited to the extent of the coverage and dollar limits of insurance or self-insurance that Supplier as indemnitor has agreed to provide to BGIS US as indemnitee (BGIS US's indemnity obligation shall be limited to the extent of the coverage and dollar limits of Supplier's insurance or self-insurance); and.
  - b) with respect to an unilateral indemnity obligation, the amount of insurance required in this Agreement shall not exceed the statutory maximum.

## **8.0 ASSIGNMENT**

- 8.1 The Supplier shall not assign a P/O without the prior written consent of BGIS US. If the Supplier subcontracts or delegates any of its obligations in a P/O to a third party, the Supplier shall remain fully responsible for complete performance of all of the Supplier's obligations set forth in the P/O and for any such third party's compliance with the provisions set forth therein. BGIS US may, upon written notice to the Supplier, assign its interest and obligations in a P/O to the Client that the work is being performed for without the Supplier's consent.
- 8.2 In the event that BGIS US determines that an employee or subcontractor is not capable of performing the Services or is otherwise not acceptable to perform the Services, BGIS US, in its sole discretion, may require Supplier to remove such employee or subcontractor and Supplier shall make replacement, within a reasonable period of time, at no additional cost to BGIS US

## **9.0 RECORDS**

- 9.1 The Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Services and P/O, and shall upon request grant BGIS US and Client audit rights in respect of all said books, records, accounts and invoices relating to the Services under a P/O.

## **10.0 HEALTH, SAFETY, SECURITY & SUSTAINABILITY**

- 10.1 The Customer Locations and shall comply with all safety regulations required by the Occupational Safety and Health Act or by any other Governmental Authority or Applicable Laws. Supplier shall abide by any BGIS US Policies or health and safety policies and procedures issued by the Customer. Any conflict, dispute, or inconsistency between any of the aforementioned programs, policies, and procedures, shall be resolved in favor of the most stringent program, policy, or procedure that affords Customer the greatest amount of protection.
- 10.2 Supplier is solely responsible for taking reasonable precautions for the safety of Supplier's employees and subcontractors, and Supplier may not rely upon BGIS US's implied or stated control of the workplace to reduce this responsibility or assume that BGIS US controls or has the ability to control the presence or absence of hazardous

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conditions in the workplace to which Supplier’s employees or subcontractors may be exposed.

- 10.3 Supplier shall indemnify and hold harmless BGIS US, and its affiliates, directors, officers, employees, representatives, successors, and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action, citations or liability, directly or indirectly, relating to or arising from Supplier's failure to take reasonable precautions for the safety of Supplier's employees and subcontractors.
- 10.4 Sustainability. Supplier will use only environmentally friendly products to the extent available. Supplier will remove all waste materials from Customer Location and dispose of same in an environmentally friendly manner permitted by Applicable Laws. Supplier will abide by all LEED requirements if service site is LEED certified.
- 10.5 Clean Up. Supplier shall maintain the Customer Location in a safe and tidy condition and free from the accumulation of waste products and debris caused by the Services. Supplier shall remove, at its cost, waste products and debris caused by Supplier to the satisfaction of BGIS US. If BGIS US instructs Supplier to perform these housekeeping requirements and Supplier fails to do so within a reasonable time, BGIS US shall have the right to have the work performed by whatever means may be expedient and Supplier shall pay all reasonable costs of such clean-up and removal of waste products and debris.
- 10.6 Hazardous Materials. If Supplier becomes aware of or suspects the presence of asbestos or hazardous materials at a Customer Location, Supplier shall immediately stop work in the affected area and notify BGIS US. Supplier shall immediately notify BGIS US upon Supplier becoming aware of any unlawful release, discharge, or non-routine, improper, or unlawful disposal or transportation of any hazardous materials on or from a Customer Location and any matters where Supplier is required by Applicable Laws to give notice to any Governmental Authority. If Supplier disturbs or otherwise fails to stop work as specified herein, Supplier shall defend and indemnify BGIS US against any and all claims that arise out of Supplier’s action or inaction.

## **11.0 LAW AND ARBITRATION**

- 11.1 This Agreement shall be interpreted in accordance with and governed by the laws of the state of Washington without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principles of the state of Washington. In the event that one or more of the provisions in this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respects, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

## **12.0 FORCE MAJEURE**

- 12.1 **Definition: “Force Majeure” means** fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand, or requirement of any Governmental Authority, or an event that occurs owing to causes beyond the control of the Party (means BGIS US and Supplier, collectively, and “Party” means either BGIS US or Supplier), and in any event that (a) is not due to the financial inability of a Party, (b) occurs without fault or negligence of the Party claiming Force Majeure, and (c) could not

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be avoided by reasonable foresight and precautions on the part of the Party.

- 12.2 Force Majeure. Neither Party shall be liable to the other Party for any failure to perform its obligations under this Agreement or any Order to the extent caused by a Force Majeure.
- 12.3 Business Continuity. Supplier will have a business continuity or disaster recovery plan in place in respect of its obligations under this Agreement and any Order that enables Supplier to resume performing its obligations under this Agreement and any Order within 48 hours after any material interruption. Upon request, Supplier shall provide BGIS US with a copy of Supplier's business continuity or disaster recovery plan, acceptable BGIS US.

## **13.0 NOTICES**

- 13.1 Any notice, demand, request, consent, approval, or other communication that is required or permitted by this Agreement to be given or made by a Party (collectively, "Notice") shall be given, in writing, to Supplier at the address specified in the Agreement or to BGIS US at the following address:

to:  
 BGIS US  
 210 South Hudson St.  
 Suite #380  
 Seattle, WA 98134 USA

with a copy to:  
 BGIS Global Integrated Solutions  
 4175 14th Avenue  
 Markham, Ontario L3R 0J2  
 Canada

Attention: Sourcing Department  
 E-mail: [StrategicSourcingUS@bgis.com](mailto:StrategicSourcingUS@bgis.com)

Attention: Sourcing Department  
 E-mail: [procurement@bgis.com](mailto:procurement@bgis.com)

- 13.2 Any Notice given in accordance with this Section shall be deemed to have been given on the Business Day (a day other than a Saturday or Sunday or a day when chartered banks in the city in which the Services are provided are not open to the public for business) on which it has been delivered personally or by courier, on the third Business Day following the date upon which it has been mailed by prepaid registered mail, or on the date on which was transmitted by facsimile or e-mail. BGIS US or Supplier may change its address for the purposes of this Section from time to time by giving written notice of such change to the other party in accordance with this Section.
- 13.3 If a strike or lockout of postal employees is then in effect or generally known to be impending, every Notice must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission.

## **14.0 WARRANTIES**

- 14.1 The Supplier warrants and undertakes that all the services and goods shall conform fully to the requirements of the work conducted hereunder. Supplier expressly warrants and agrees that it and its subcontractors and agents shall provide or perform all or part of the services hereunder in a professional manner with quality and workmanship to the reasonable satisfaction of BGIS US exercised in good faith, and that supplier will provide highly skilled and competent employees and/or subcontractors and agents in the provision or performance of the Services. Supplier further warrants that such Services have been provided in compliance with all applicable laws and regulations and in accordance with the terms and conditions of any permits or licenses required to be obtained in connection with the furnishing of the Services and that the Services shall, for

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a period of not less than three (3) months, comply with any functional, performance, operational, and other specifications or characteristics that are related to such which are: (i) provided to supplier in a P/O; (ii) recognized in the field as an applicable standard for such Services ; or, (iii) mandated by applicable law. Supplier agrees to furnish again at its cost and expense any Services not in strict compliance with the foregoing warranty.

- 14.2 Materials forming part or all of the Services will: (i) be free and clear of all liens and encumbrances, and BGIS US and Clients will be entitled to use the materials without disturbance; (ii) be new, like new or warranted as new and free from defect in manufacture, materials and design for a period of not less than one (1) year, or if applicable, such time as specified in the manufacturer’s warranty; (iii) operate and/or function properly under ordinary use and in conformance with applicable specifications; and (iv) meet or exceed applicable equipment operation specifications for industry standards.

### **15.0 CONFIDENTIALITY**

15.1 “**Confidential Information**” means all technical, business, or commercial information or documents of BGIS US or any Customer, including information regarding the business, operations, customers, suppliers, personnel, business plans, intellectual property in any form, or that any reasonable person would conclude is confidential due to the nature of the information or circumstances under which it was disclosed, that is made available to Supplier, directly or indirectly, or developed or acquired by Supplier in performing the Services , except:

- a) information that is or becomes part of the public domain, without fault of Supplier;
- b) information that Supplier can show was received by Supplier from an independent third party that is under no obligation to BGIS US regarding the information;
- c) information that Supplier can show was already in Supplier’s possession at the time the information was made available to Supplier from BGIS US; or
- d) information that Supplier is required by Applicable Laws to disclose but only following notice to BGIS US and reasonable cooperation with any attempt by BGIS US to maintain the confidentiality of such information.

15.2 Except as otherwise expressly provided herein, each Party agrees that Confidential Information will be used only in connection with the Services.

15.3 Supplier shall maintain the secrecy and confidentiality of Confidential Information and shall restrict the possession, knowledge, and use of any Confidential Information to those of its employees and subcontractors who have a need to know the Confidential Information in connection with the Services.

15.4 Supplier shall be responsible for its employees’ and subcontractors’ compliance and will ensure that its employees in fact comply.

15.5 Upon BGIS US’s request, at any time, Supplier shall comply with BGIS US’s instructions to return or destroy all Confidential Information, and, upon request, Supplier shall provide written certification of its compliance with this Section.

### **16.0 ANTI-BRIBERY**

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- 16.1 Supplier warrants and undertakes to BGIS US that:
- (a) it has not offered, promised, given or agreed to give and shall not during the Term of this Agreement offer, promise, give or agree to give to any person any bribe on behalf of BGIS US or otherwise with the object of obtaining a business advantage for BGIS US or otherwise;
  - (b) it will not engage in any activity or practice which would constitute an offence under any applicable Anti-Bribery Laws;
  - (c) it has and during the Term of this Agreement will maintain in place its own policies and procedures to ensure compliance with any applicable Anti-Bribery Laws.
  - (d) it will procure that any person who performs or has performed Services for or on its behalf ("Associated Persons") in connection with this Agreement complies with this Section;
  - (e) it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Section;
  - (f) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Agreement;
  - (g) from time to time during the Term of this Agreement, at the reasonable request of BGIS US, it will confirm in writing that it has complied with its undertakings under this Section and will provide any information reasonably requested by BGIS US in support of such compliance;
  - (h) report to BGIS US as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by Supplier from BGIS US or any other person in connection with the performance of this Agreement; and
  - (i) it shall notify BGIS US as soon as practicable of any breach of any of the undertakings contained in this Section of which it becomes aware.

### **17.0 ENTIRE AGREEMENT**

- 17.1 These Terms and Conditions and the applicable P/O(s) shall be the entire agreement between the parties with respect to the Services referred to in the P/O(s) and these Terms and Conditions and the applicable P/O(s) are herein collectively referred to as "this Agreement".

### **18.0 COMPLIANCE MONITORING**

- 18.1 Supplier will subscribe for and pay the related fees therefor for a third party compliance service designated by BGIS US from time to time to monitor Supplier's set-up and compliance obligations in connection with the Services, failing which, BGIS US may terminate any P/O on written notice and such remedy shall be in addition to any other remedies that BGIS US has in contract, law or equity. The subscription cost shall be for Supplier's account and shall not be charged to BGIS US as a disbursement, pass through or other recoverable cost.



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## **19.0 ACKNOWLEDGEMENT**

By signing below, Supplier agrees that if and when it supplies Services to or on behalf of BGIS US pursuant to a P/O such transaction(s) shall at all times be subject to these Supplier Qualification T&Cs.

Name:

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Signature:

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I/We have authority to bind the Supplier

Title:

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Company:

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Date:

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