

SEABOURN CRUISE LINE LIMITED — PROCUREMENT TERMS AND CONDITIONS

Effective August 31, 2016

A. ORDERS/TERMS/SUBSTITUTIONS/ INSPECTION

1. Verbal and Written Orders:

From time to time, Seabourn Cruise Line Limited (“Seabourn”), either for its own account or as agent for one of its affiliates, may offer or agree to purchase various goods and/or services (each an “Order”) from outside vendors (each a “Seller”). Seabourn, or if Seabourn is acting as agent, then its principal, is referred to as the “Buyer”. If there is an emergency on a weekend or outside regular business hours, the Order, which must include an Order number, may be given verbally. Otherwise, all Orders must be in writing. A Seller receiving a verbal Order must make arrangements on the next business day with Buyer for receipt of a written Order. Buyer reserves the right to withdraw any Order prior to receipt of confirmation from Seller.

2. No Additional Terms:

Each Order is subject to these Procurement Terms and Conditions. Buyer’s placing of an Order is expressly conditioned upon Seller’s acceptance of all of these Procurement Terms and Conditions and any other terms or conditions attached by Buyer to the Order. Any additional or different terms or conditions which may appear in any communication from Seller including, without limitation, any printed form of Seller, are hereby expressly objected to and shall not be effective or binding unless expressly consented to in writing by the Seabourn Supply Chain Department. The foregoing applies notwithstanding Buyer’s acceptance of goods/services or Buyer’s execution of any forms or other writings provided by Seller incident to such acceptance.

3. Vendor Guidelines:

The Vendor Guidelines document (available on seabourn.com/vendor) is incorporated by reference into these Procurement Terms and Conditions. Any violation of the Vendor Guidelines will be considered a violation of these Procurement Terms and Conditions as well as a failure of Seller to fulfill its obligations under the Order and is subject to all remedies available at law or in equity as well as all remedies specified in Section E1 of these Procurement Terms and Conditions.

4. Substitutions/Inspection/Quality Control:

If the Order is brand, supplier or subcontractor specific, substitutions are not permitted without Buyer's consent. Substitutes (even if consented to) must equal or exceed in all material respects what was originally specified. Buyer shall have the right to inspect and test all goods or services provided by Seller at any time prior to, during or after delivery. Buyer shall inspect and accept or reject the goods or services as promptly as practicable after delivery or performance, regardless of prior payment; failure to inspect, accept or reject goods or services shall neither impose liability on Buyer nor relieve Seller from responsibility for goods or services that are not in accordance with an Order. Goods rejected by Buyer for any valid reason shall be held, transported and/or stored at Seller's risk and expense. Seller shall provide and maintain rigorous and effective inspection and quality control systems covering the goods or services and shall document same. It is a requirement of each Order that goods bearing "Use By" and/or "Best Before" dates are either supplied from the Seller's stock with the longest remaining shelf life or are bought in /manufactured by the Seller to provide the longest possible shelf life for the Buyer.

B. IDENTIFICATION/TIMELINESS/ SHIPPING/RISK OF LOSS/COMPLIANCE WITH LAWS

1. Identification and Timeliness:

All invoices, packages, shipping notices, instruction manuals and other written documents affecting the Order shall contain the applicable Order number. Packing lists must be enclosed with each box or package shipped, indicating the contents. TIME IS OF THE ESSENCE. Buyer may cancel an Order if delivery or performance does not occur by the date specified in the Order. No acceptance by Buyer after the specified date will waive Buyer's rights with respect to late delivery/performance or impact future delivery/performance obligations.

2. Shipping/Risk of Loss:

All goods are to be shipped F.O.B. destination. Seller is responsible for all charges relating to handling, packaging, wrapping, bags, insurance, containers and similar matters unless otherwise specified by Buyer in the Order. Buyer reserves the right to reject C.O.D. shipments. Risk of loss remains with Seller until goods are accepted by Buyer. All material (including Seller's tool boxes) must be shipped in pallets/crates/boxes that do not contain wood packaging material, except for wood that has been specifically treated and labeled to indicate compliance with the ISPM-15 treatment specifications.

3. Compliance with Laws and Standards:

Seller shall comply with all laws, rules, standards and regulations applicable to the goods, services or Order (collectively the "Requirements") including, without limitation, International Standards Organization ("ISO") 9000, 9001, 14001 and other applicable ISO standards, the U.S. federal Hazardous Substance Labeling Act and those of any flag state or Classification Society. Goods and services may not have been produced or performed using: (i) child or prison labor or otherwise by persons employed under working conditions that do not conform with generally accepted international standards relating to working conditions, or (ii) methods or practices that are inconsistent with generally accepted international standards relating to environmental protection. Seller will comply with and meet all of the Buyer's health, environmental, safety and security policies and requirements. Whenever there is more than one product that would satisfy Buyer's technical requirements, Seller will offer the most environmentally friendly and least toxic or hazardous of the alternative products unless Buyer otherwise directs. Any applicable cost changes will be negotiated between the Buyer and Seller. Seller acknowledges that it has read and will comply with all applicable portions of Buyer's Health, Environmental, Safety, and Security and Sustainability Policy Statement ("HESSS Policy"), Buyer's HESSS Contractor Brochure ("the Contractor Brochure") (where "Seabourn" is to be substituted for "Holland America Line"), and any other documents posted on seabourn.com/vendor at the time of the placement of the Order. Seller acknowledges that per SOLAS II-1 Section 3.5, Buyer prohibits the delivery of asbestos or any products containing asbestos to Buyer or any vessels Buyer operates.

4. Certain Federal Requirements:

The Equal Employment Opportunity Clause required under United States Executive Order 11246, as amended, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action commitment for qualified covered veterans, set forth in 41 CFR 60-300.4, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5(a), and all other related regulations of the U.S. Secretary of Labor, 41 CFR Ch. 60, are incorporated by reference in this Order. By accepting this Order, Seller certifies that it complies with the authorities cited above and that it does not maintain segregated facilities nor permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

5. Business Partner Code of Conduct and Ethics:

Seller shall comply with Buyer's Business Partner Code of Conduct and Ethics, which is available at seabourn.com/vendor.

C. PAYMENT TERMS/PRICES/DISCOUNT/TAXES

1. Payment Terms:

Payment and price terms will normally be specified in the Order. If not, pricing will be on the basis of the price last quoted to Buyer or the prevailing market price, whichever is lower. The prices shown on each Order are complete, and no additional charges of any kind will be added without the Buyer's express written consent. Time computations for discounts based on time of payment commence on the later of date of acceptance or receipt of a correct invoice (specifying discount availability). Payment will be made approximately 30 days after the later of receipt of correct invoice and other required documentation or acceptance of goods or services. IF CORRECT INVOICES ARE RECEIVED BY BUYER 90 DAYS OR MORE AFTER BUYER'S RECEIPT OF THE GOODS OR SERVICES, THE INVOICE AMOUNT WILL BE SUBJECT TO AUTOMATIC REDUCTION AS FOLLOWS:

90 – 119 DAYS	15% REDUCTION
120 – 180 DAYS	50% REDUCTION
MORE THAN 180 DAYS	100% REDUCTION

To ensure payment, all invoices submitted should include: (i) Order number; (ii) a signed delivery receipt (note that proof of deliveries to vessels must also include the vessel-unique stamp); and (iii) back-up documentation to the degree necessary to support payment made to other parties in support of the Order requirements. Absence of any of the above may result in the invoice either being returned or payment delayed. Payments will be made by direct deposit delivery or by such other electronic payment means as Seabourn may designate to Seller's designated bank account.

2. Taxes:

Pricing must include all taxes payable by Seller other than applicable sales/use/GST taxes. Sales and GST taxes must be separately stated on invoices. Seller shall pay all taxes that may arise out of its sale of the goods or providing of services to Buyer. The parties shall cooperate to take advantage of tax exemptions.

D. WARRANTIES/WORK ON PROPERTY OR FACILITIES OF BUYER OR THIRD PARTY/INSURANCE

1. Warranties:

In addition to those warranties customarily made by Seller, Seller warrants that the goods/services will: (i) be free from defects in design, material and workmanship and will conform to applicable specifications, drawings, samples and descriptions; (ii) when delivered hereunder, be free and clear of all liens, claims, charges or encumbrances of any nature whatsoever; (iii) upon purchase, installation, receipt and/or use, not result in any infringement of any patent, trademark, copyright, franchise, or other intellectual property right; and (iv) in the case of software, hardware and other goods using or relying upon computer chips, be free of viruses, lock-out devices and shut-down devices; (v) be of satisfactory quality and be safe and appropriate for the purpose for which goods and services of that kind are normally used or which has otherwise been made known to the Seller.

2. Work on Property or at Facilities:

In the event the Order requires the performance of work on any property or at any facility of Buyer or a third party, Seller shall, at its expense: (i) take necessary precautions to protect property and persons from damage or injury; (ii) comply with applicable rules and regulations of the property/facility owner; (iii) obtain and maintain insurance coverage satisfactory to the property/facility owner for workers' compensation, property damage, public liability, personal injury, employer's liability and other customary coverages; (iv) upon completion, remove all equipment, refuse, debris and unused materials and leave the property/facility in a good and orderly condition; (v) keep the property/facility free and clear of liens or claims arising from or in connection with the work and if any such liens shall be filed or shall attach, immediately cause same to be discharged; (vi) perform its work in accordance with schedules and work programs reasonably established by the property/facility owner. Seller is responsible for the protection, calibration, maintenance and care (other than care required by normal wear) of all tools and equipment used by Seller in the performance of the work, whether or not owned by Seller.

3. Insurance:

Seller shall maintain insurance coverage as set forth below with carriers reasonably acceptable to Buyer. Seller shall provide certificates of insurance coverage to Buyer before commencing performance under the Order. Buyer shall be named as an additional insured in all such policies, except Workers' Compensation and employer's liability. Each policy will provide that it may not be canceled or modified without providing Buyer thirty (30) days prior written notice. All insurance policies shall provide for a waiver of subrogation against Buyer. Until the Order is filled in its entirety and no obligations remain from either contracting party, Seller shall obtain and maintain:

- A. Commercial General Liability Insurance. Such insurance will cover all operations by or on behalf of Seller and provide coverage for bodily injury and property damage liability including premises and operations, products and completed operations, contractual liability, including the indemnification obligations herein, property damage and personal injury liability. The minimum combined single limit of liability shall be 1,000,000 USD per occurrence, 2,000,000 USD aggregate or the equivalents in foreign currency.
- B. Worker's Compensation /Employer's Liability insurance covering its employees with appropriate endorsements covering Longshore and Harbor Worker's Compensation Act Coverage Endorsement and a Maritime Coverage Endorsement if Seller's employees are required to work on or about a vessel of Buyer; and
- C. Automobile Liability Insurance for bodily injury and property damage in the amount of at least 2,000,000 USD (or its equivalent).

E. DEFAULT AND INDEMNIFICATION

1. Default:

If either party fails to fulfill its obligations under the Order or gives the other party good cause to believe that it will not be willing or able to fulfill such obligations, the other party may give written notice of default (the party receiving such notice referred to as the "First Party"). If such failure or anticipated failure is not cured or otherwise dealt with by the First Party to the reasonable satisfaction of the other party within ten (10) days after receipt of such notice or such longer period as the other party agrees to allow, the other party may, by written notice to the First Party, cancel the whole or any part of the Order or exercise any other remedy provided at law or in equity including, if applicable, remedies as specified under the State of Washington (U.S.A.) Uniform Commercial Code (RCW Ch. 62A). The failure of either party to insist upon strict performance of any of the terms of the Order or to exercise any rights hereunder shall not be construed as a waiver of that party's rights. The rights and remedies of a party provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law or under the Order. Except as otherwise provided in the Order, each party assumes full responsibility for the acts and omissions of its own subcontractors, suppliers, employees, agents and the employees and agents of its subcontractors and suppliers. Payment of such persons or entities, or adequate assurance of payment, or security for payment, may be required of the responsible party by the other party as a condition to performance of the Order.

2. Indemnification:

Seller shall defend (by counsel satisfactory to Buyer), indemnify and hold Buyer and its parents, subsidiaries, affiliates and related companies (and each of their officers, directors, employees, agents, customers and other vendors) harmless from and against any and all claims, demands, suits, proceedings, costs, liabilities, expenses, royalties, profits, judgments, fines or penalties, including interest, court costs and attorneys' fees, which, in whole or in part, arise out of or are in connection with any of the following: (a) any actual or alleged failure of Seller, or the goods and services provided or performed under the Order, to comply with any applicable international, federal, state or local laws, orders, rules, standards or regulations; (b) any actual manufacturing or design defects (including, without limitation, latent defects) in the goods provided under the Order including, without limitation, liabilities sounding in the nature of tort or product liability; (c) any actual infringement or violation of any patent or registered design, copyright, trademark, trade name, license or other proprietary right of any third party relating to the sale, manufacture or use of the goods and services provided or performed under the Order; (d) any actual or alleged breach of Seller's warranties; (e) acts or omissions of Seller (or its officers, directors, employees, agents or subcontractors) in the performance of services or provision of goods and services under the Order; or (f) Workers' Compensation, Unemployment Compensation or Unemployment Disability Compensation claims (or claims under similar laws or obligations) of employees of Seller, its agents or its subcontractors. Buyer may be represented by and actively participate through its own counsel in any such suit, claim, demand or proceeding if it so desires at Seller's expense. Seller's defense or settlement of any claims, demands, suits or proceedings shall not include any allegation of fault or impose any liability on Buyer without Buyer's express knowledge and written consent. The indemnification obligations herein shall survive the expiration or earlier termination of the Order.

F. MISCELLANEOUS MATTERS

1. Improper Inducements:

Each party agrees not to offer or make any payment (in cash, in kind or otherwise) to any employee, officer or director of the other party or of any of its affiliates that could be construed as being a bribe or inducement to act or refrain from acting. If any such person shall solicit such a payment from Seller, Seller shall promptly contact Buyer's Ethics and Compliance Department by phone (844-638-4427) or by email (ethics@hollandamericagroup.com). Seller may also make a call to Carnival Corporation's anonymous ethics and compliance hotline (888-290-5105 in the United States or 1-305-406-5863 internationally) or submit a report to www.carnivalcompliance.com regarding such a payment.

2. Anti-corruption Obligations:

- a. Seller represents, warrants, and covenants that none of its principal officers, directors, shareholders, or employees expected to be significantly involved in the performance of services for Buyer meet any of the following:

- (1) have been charged with a criminal offense;
 - (2) is (i) a current official or employee of any government agency or government-owned enterprise (including officers, directors, employees, or other persons engaged by the customer or any of its affiliates); (ii) an official of a political party; (iii) a candidate for public office; (iv) a close relative of an individual described in (i), (ii), (iii) or (iv); or (v) a past official of any government agency, enterprise, or party; or
 - (3) is a member of or related to a royal family.
- b. Seller represents, warrants, and covenants that, in connection with activities performed under these Procurement Terms and Conditions or on behalf of Buyer, or in connection with any remuneration Seller has received or will receive from Buyer, Seller has not and will not offer, promise, authorize, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organization, in order to obtain or retain business, to secure an improper advantage for any person, or to secure or influence discretionary action, inaction or a decision of a Government Official(s) (“Improper Payment Activity”). For purposes of these Procurement Terms and Conditions, the term “Government Official” shall mean and include any official or employee of any national, local, provincial, or state government department, agency, or instrumentality, as well as any judicial, legislative, or executive official or employee, anyone serving in the military, and anyone acting in an official capacity for any government, or any immediate family member of such persons.
- c. Seller represents, warrants, and covenants that it has complied and will comply with all applicable laws of any relevant jurisdiction in connection with the performance of these Procurement Terms and Conditions and with the Carnival Corporation & plc Anticorruption Policy. Without limiting the generality of the foregoing, Seller represents, warrants, and covenants that it has not and will not take any action that would cause Buyer, its personnel, or anyone acting on its behalf to violate or be subjected to penalties under the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.
- d. At all times while these Procurement Terms and Conditions is in effect and for at least two (2) years following its expiration or termination, Seller 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 Seller’s performance of these Procurement Terms and Conditions. Buyer or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of Seller which are in any way related to these Procurement Terms and Conditions. Seller shall provide to Buyer 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 Buyer business; and (c) ensure that Seller has complied fully with the terms of these Procurement Terms and Conditions and with the anti-bribery and anti-corruption laws of the U.S., U.K. and other applicable jurisdictions, and other applicable laws and regulations.

- e. Buyer shall have the right to terminate these Procurement Terms and Conditions immediately upon written notice to Seller in the event Buyer develops a good faith belief that Seller has breached any of the obligations, representations, and warranties in the anti-corruption provisions in these Procurement Terms and Conditions. In the event Buyer learns of information raising a reasonable possibility of such a breach, Buyer shall be entitled to suspend performance of its obligations — including any payment obligations — for a reasonable period during in order to investigate such a possible breach.
- f. If a breach is caused by or linked to payments by Seller or any individual or entity acting on its behalf to a Government Official, any obligations of payment by Buyer to Seller shall be immediately extinguished, and Buyer shall have the right to demand return of all funds paid to Seller by Buyer, except to the extent Seller can provide reasonable assurances that all or some portion of the funds were not used to make a payment to a Government Official.
- g. Upon request, Seller shall submit to Buyer written annual certifications (including any due diligence questionnaires) as to its compliance with the laws identified in the anti-corruption obligations referenced in these Procurement Terms and Conditions and with the Carnival Corporation & plc Anticorruption Policy and Guidelines. Such certificates shall be in form and substance reasonably acceptable to Buyer.

3. Confidential Information:

In the course of providing the goods or services specified in the Order or in the course of preparing a proposal to provide future goods and services, Seller may be provided with, or may otherwise have access to, certain Confidential Information of Seabourn. “Confidential Information” means any and all information which is not generally made available by Seabourn to the public at large, including but not limited to research, product plans, business plans, products, services, markets, financial data, costs, margins, software, computer programming, hardware configuration information, documentation, developments, inventions, processes, designs, drawings, engineering, business methods, strategies, marketing, finances, costs, margins, mailing or other marketing lists, customer lists and other customer information, sources of supply, information concerning employees, any advertising, promotion product or program concepts, plans or proposals, or any other information of a proprietary or non-public nature relating to or owned by Seabourn, its affiliates or third party vendors. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by any other means, and may also include information disclosed to Seabourn by third parties. “Confidential Information” will not, however, include any information that Seller can demonstrate: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Seller by Seabourn; (ii) becomes publicly known and made generally available after disclosure to Seller by Seabourn to Seller through no action or inaction of Seller; or (iii) was already in the possession of Seller, without confidentiality restrictions, at the time of disclosure, as shown by Seller’s files and records. Seller shall not, either directly or indirectly, disclose to any other person, firm, or entity, or use for its own benefit or otherwise appropriate, Buyer’s Confidential Information.

4. Advertising:

No advertising or publicity matter having or containing any reference to either party shall be made without the consent of the other.

5. Attorney Fees/Venue:

In any suit or action brought in connection with or as a consequence of the Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses. The laws of the State of Washington shall govern the Order. All disputes and matters whatsoever arising under, in connection with or incident to the Order shall be litigated, if at all, in and before the United States District Court for the Western District of Washington at Seattle, or in the courts of King County, State of Washington, U.S.A., to the exclusion of the courts of any other state or country.

6. Assignment:

Seller shall not assign any Order or the right to payment thereunder, without Buyer's prior written consent. Buyer may assign any Order to an affiliate of Buyer.

7. Entire Agreement:

The Order, which incorporates by reference these Procurement Terms and Conditions, the Vendor Guidelines, the Business Partner Code of Conduct and Ethics, all applicable portions of the HESSS Policy and the Contractor Brochure, and any other documents posted on seabourn.com/vendor at the time of the placement of the Order, constitutes the entire agreement between the parties with respect to the subject matter thereof, supersedes and replaces all prior agreements whether written or verbal, and may only be amended or modified by a writing signed by the duly authorized representatives of both parties. All consents and authorizations required in connection with the Order will only be effective if in writing.