

# Levercor Energy Limited

## Terms and Conditions of Purchase



### 1. Interpretation

In these Terms and Conditions of Purchase, the following word and phrases shall have the following meanings.

- 1.1 "Client" means the Company of the Purchaser and/or any of its associated/ subsidiary/affiliated companies or co-venturers as may be named within any Purchase Order documentation.
- 1.2 "Contract" means these General Terms and Conditions of Purchase pertaining to a Purchase Order(s) together with any special conditions identified within the Purchase Order(s) as may be agreed.
- 1.3 "Delivery Date"/"Date(s) of Delivery" shall mean the date(s) upon which the Goods, Services and/or Works shall be delivered as specified in the Purchase Order(s).
- 1.4 "Goods", "Services" and/or "Works" (including any instalment of, or any part thereof, including packaging or services to be provided in accordance with, and/or described in or required by virtue of any Purchase Order(s)), or as may be referred to within any of the terms set out in clause 1.6 below, may include but are not restricted to represent detailed designs, design verification, manufacture, testing, provision of documentation, onshore/offshore construction, installation, commissioning and/or any other obligations in respect thereof.
- 1.5 "Price" means the contract price for the Purchase Order(s).
- 1.6 "Purchase Order(s)" means the agreed Levercor Energy Limited document setting out the written request by the Purchaser for the Goods, Services and/or Works from the Supplier, of which these General Terms and Conditions of Purchase form a part. The Purchase Order(s) may at any time also incorporate the form of a Technical Design, Specification, Interface Document(s), Schedule of Requirements, Scope of Work, Scope of Supply and/or Variation Order(s), and set out an anticipated and/or expected Delivery Date(s) or Date(s) of Delivery.
- 1.7 "Purchaser" means Levercor Energy Limited.
- 1.8 "Supplier" means the company, firm or person to whom any Purchase Order(s) from the Purchaser is addressed.
- 1.9 "Variation Order(s)" means any subsequent instruction(s) given by the Purchaser to the Supplier in terms of clauses 1.4 and 1.6.
- 1.10 "Party" means the Supplier, Purchaser or Client.

### 2. Interpretation of Terms

- In these terms and conditions:
- 2.1 A reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and includes any subordinate legislation for the time being in force made under it.
- 2.2 Words in the singular include the plural and vice versa, and a reference to one gender includes a reference to all other genders.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 3. Application of Terms

- 3.1 Subject to any variation, all contracts for the Supply of Goods and/or Provisions of Services by the Purchaser, however formed, incorporate these Conditions.
- 3.2 Any term or condition in the Supplier's order or other documentation which is inconsistent with these Conditions shall be of no effect.
- 3.3 No terms or conditions endorsed on, delivered with or contained in a quotation, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract unless in writing and signed by both Parties.

### 4. Purchase Order Acceptance, Confirmation and Terms

- 4.1 The Supplier will provide the Purchaser with acknowledgement and acceptance/ confirmation of agreement to the terms set out within the Purchase Order(s). Such terms will include the agreed Price, the agreed Delivery address and agreed Delivery Date(s) or Date(s) of Delivery. Failure by the Supplier to provide acknowledgement of receipt of the Purchase Order(s) within a period of 2 working days will subsequently render the Purchase Order(s), together with the Price and Delivery Details stated therein as having been accepted by the Supplier in its entirety.
- 4.2 The value of a Purchase Order cannot be increased or exceeded without prior written authorisation of the Purchaser. A Supplier has no authority to invoice for amounts in excess of the value stated within the Purchase Order. Non-compliance of this clause will result in rejected invoices being returned to the Supplier. All and/or any proposed variations considered necessary by the Supplier to a pre-determined and agreed work scope or Purchase Order(s) must be intimated in writing to the Purchaser within 48 hours. The Purchaser will then, if in agreement, issue the Supplier with a relevant Variation Notice(s) to be complied with. Non-compliance may result in Supplier invoices being rejected by the Purchaser.
- 4.3 All Purchase Order(s) payment terms include that the Supplier submits a completed and accurate invoice bearing the agreed value to the Purchaser within 30 days of completion/delivery of Goods, Services and/or Works. Failure to do so may render the invoice time-barred and therefore at risk of being rejected. Furthermore, and prior to issue of any invoice for payment to the Purchaser, the Supplier will have complied with all delivery requirements to issue and/or evidence to the Purchaser, relevant proof of delivery, certification, documentation for materials, deliveries and deliverables, including, but not limited to fully completed, accurate and signed timesheets, confirmation of Material Movement Ticket and relevant provision of weights and dimensions as set out in clauses 14 and 18 herein. Payment terms are 90 days from month end receipt of Purchase Invoice.
- 4.4 Unless otherwise approved and agreed in writing by the Purchaser, part deliveries are not acceptable. Any further revised invoice(s) issued by the Supplier must be date-accurate, bearing the correct and actual day of re-issue. All invoices must reference the correct Purchase Order/ Job Number and Purchase Order Number.
- 4.5 Each individual Purchase Order price is deemed to cover the conditions and performance of all agreed obligations undertaken by the Supplier for and on behalf of the Purchaser, and shall remain fixed and firm throughout the duration of the Purchase Order. The Purchaser will endeavour to make timely settlement of all accurate and correctly detailed invoice(s) received in respect of any Purchase Order(s) and per payment terms agreed with the Supplier. Any such payment by Purchaser shall not prejudice its rights in the future to dispute any part of any invoice(s). Where a conflict or dispute arises over any part(s) of any invoice(s), the Purchaser will not delay payment of the undisputed part of any invoice, provided that in such event, the Supplier shall, before the Purchaser is required to make settlement of payment, issue the Purchaser with a credit note for the amount of such invoice which the Purchaser disputes and such credit note shall include, if applicable, Value Added Tax. The issuing of such a credit note by the Supplier shall not be considered as evidence of acceptance by the Supplier that the Purchaser is correct in disputing the part of the invoice to which the credit note relates.

### 5. Variations

- 5.1 The Purchaser reserves the right to notify the Supplier in writing of any variation to a Purchase Order(s) and/or any supplementary documentation associated therewith pertaining to clauses 1.4 and 1.6 above.
- 5.2 In the event that any variation to a Purchase Order(s) per clause 4.4 results in either an increase or decrease in the value of cost to the said Purchase Order(s), such variation shall be determined by a rate of price agreed between the Purchaser and Supplier. In the event of disagreement, the Purchaser shall fix such sum as shall in its opinion be reasonable, with proper regard being given to all relevant material factors associated with the proposed variation(s). Any variation(s) to agreed workscope(s) or potential variations to an issued Purchase Order(s), must be intimated by the Supplier to the Purchaser within 48 hours. Failure to request and receive a revised Purchase Order(s) will result in the relevant invoice(s) being returned to the Supplier.

### 6. Hires and Consumables

- 6.1 Any price quoted within a Purchase Order by the Purchaser in respect of Hires and Consumables will be inclusive of delivery costs. Proof of delivery documentation must be submitted to the Purchaser immediately following delivery and must be supplied with shipment.
- 6.2 The Purchaser will be provided with certification of all rigging, electrical and pressurised equipment. All items, including 110v extension leads and pneumatic hoses will be uniquely numbered and tagged.
- 6.3 The Purchaser will be provided with calibration certificates in respect of equipment including but not limited to load cells, multi meters, and torque wrenches.
- 6.4 The Supplier will ensure that where applicable, inspection of equipment will conform to PUWER (Provision and Use of Work Equipment Regulations), and paperwork relevant to COSHH (Control of Substances Hazardous to Health) will be provided.

### 7. Third Party Labour

- Any definition by the Purchaser within a Purchase Order in respect of personnel durations will be treated as approximate, and accordingly may be subject to change.
- 7.1 The Supplier will seek written approval from the Purchaser if part or full scope of the work is to be or is to be sub-contracted.
- 7.2 The Supplier will ensure to hold adequate levels of liability insurance which will be in place prior to the anticipated works/work scope(s) and which will include provision for replacement value for goods and equipment as applicable. The Supplier will notify in writing to the Purchaser that such insurance liability cover is in place prior to the undertaking of any work/work scope(s).
- 7.3 The Supplier will complete and thereafter return to the Purchaser third party competency standards.
- 7.4 All personnel will complete a Purchaser personnel induction, personnel details form, and medical questionnaire PRIOR TO MOBILISATION.
- 7.5 The Supplier will provide the Purchaser with their Emergency Response Contact details and procedures) PRIOR TO MOBILISATION.
- 7.6 Unless otherwise notified by the Purchaser in writing, the Supplier is responsible for the issue of personnel PPE. The Supplier will ensure that offshore personnel are issued with a green coloured hard hat. Furthermore, the Supplier will ensure that all personnel are provided with face up boosts to BS EN 345 standard.
- 7.7 The Supplier is responsible for ensuring that all personnel complete Purchaser timesheets. The Supplier will ensure that Purchaser approved timesheets accompany relevant submitted invoices and supporting documentation.
- 7.8 The Purchaser's out of hours contact telephone number is TBA.

### 8. Confidentiality

- 8.1 The Supplier will undertake to keep confidential, all information in respect of any/all Purchase Order(s) and/or any supplementary documentation pertaining to clauses 1.4 and 1.6. Such confidentiality will be strictly adhered to during contractual obligations, following completion, and/or in the event of and during any termination/suspension of any Goods, Services and/or Works whatsoever.

### 9. Audit

- 9.1 The Purchaser (or its duly authorised and nominated representative) shall, up to a period of five (5) years following completion of any Goods, Services and/or Works pertaining to a Purchase Order(s) have the right to Audit and/or take copies of the Supplier's data and records in respect thereof. The Supplier is accordingly under obligation to maintain and hold competent and adequately managed systems of recording, reporting and storage of all data, records, drawings and all such other information relative to the transaction being audited.

### 10. Safety Audit

- 10.1 The Purchaser/Client Safety Representative(s) have the right to make unscheduled periodic visits to any site or other premises where Work(s) pertaining to a Purchase Order(s) and/or ancillary documentation pertaining to clauses 1.4 and 1.6 by the Supplier is being conducted or undertaken for and on behalf of the Purchaser/Client. The Supplier shall afford to the Purchaser/Client full and free access as is requested, and fully cooperate throughout the undertaking of the audit.

### 11. Periodic Progress Reports

- 11.1 Without placing an unrealistic burden upon the Supplier, the Purchaser will be provided with Periodic Progress Reports that will prescribe to a format provided by the Purchaser. At the Purchaser's discretion, the requirement of the Supplier to provide Periodic Progress Reports can be waived.

### 12. Test and Inspection

- 12.1 In advance of undertaking any manufacturing and/or fabrication works, the Supplier will submit to the Purchaser all relevant drawings, data, quality plans and ancillary workings to the Purchaser for review and approval. The Supplier is obliged to inspect and test all materials for compliance purposes in advance of undertaking any manufacturing and/or fabrication works, and that the findings are disclosed to the Purchaser in advance of commencement of any works as above. The Purchaser reserves the right to carry out inspection of fabrication at any of the following stages: a) Fit-up b) Fully Welded c) Final Inspection and Release. Any or all hold points may be waived at the sole discretion of the Purchaser. Obligations rest with the Supplier to advise the Purchaser when each hold point is reached. The Purchaser will allow for only one final inspection which can be arranged by the QHSE Manager. The Purchaser thereafter reserves the right to charge for any additional inspection(s) as a result of non-compliance by the Supplier. Such charges will be calculated and thereafter deducted from the final invoice.

### 13. Rate of Progress/Progress Monitoring

- 13.1 The Supplier is expected to undertake and perform all duties and services applicable to any Purchase Order(s) and/or any supplementary and/or ancillary documentation or instruction in respect thereof, with due care and diligence and at all times, in accordance with good industry practice.

### 14. Transportation

- 14.1 The Supplier will ensure that transportation and shipment of pipework and valves will conform to the requirement that all open ends are to be sealed and flange faces to be protected with plywood or proprietary flange face protectors. Furthermore, loose materials will be palletised/bagged/banded and manifested by drawing number or bill of materials number, be clearly marked with the worksite/plant name, purchase order number and the Purchaser's project number, and contain a copy of the manifest indicating which items are enclosed. The Supplier will also take responsibility to ensure that transportation and shipment of gaskets will be undertaken using adequate and suitable protection. Goods to be securely packed for safe lifting, handling and transportation whether by Sea (in accordance with OGUUK Guidelines for Safe Packing and Handling of Cargo to and from Offshore Locations) or otherwise. Any goods requiring Dangerous Goods Declarations must be clearly identified and be accompanied by properly completed paperwork, including any Dangerous Goods Certification. Where equipment/materials are fitted with lifting points or lifting gear, all certification must accompany the load. The Supplier will be responsible for damage to any Goods during transit and will be responsible for any insurance/claim for any Goods in respect thereof.

### 15. Warranty

- 15.1 The Supplier warrants that all Goods, Services and Works are free from error(s), defect(s) or failure(s) caused through defective design, material, equipment and/or workmanship for any agreed Warranty Period. If in any circumstances, remedy and/or rework are undertaken by the Supplier within the warranty period, the Supplier will be indemnified by the Supplier for an additional and extended period of twelve (12) months beyond any aforementioned warranty period.
- 15.2 The Purchaser reserves the right to return to the Supplier any rejected Goods, Services or Works, or alternatively, instruct the Supplier to collect such rejected Goods, Services or Works at Supplier's cost.
- 15.3 The Supplier shall fully reimburse the Purchaser all monies paid by the Purchaser to the Supplier for or in respect of such rejected Goods, Services and Works, and for Goods, Services or Works provided or procured by the Purchaser to replace such rejected Goods, Services and/or remedial Works by the Supplier. Furthermore, the Supplier shall pay the Purchaser all direct and/or consequential costs reasonably incurred by the Purchaser in obtaining any such other goods or services in place of rejected goods services or works necessary by the Purchaser to fulfil contractual obligations to the Client as a result of any contributory failure/failing of the Supplier, without prejudice to any claim of the Purchaser in respect of consequential damages.

### 16. Suspension or Termination

- 16.1 The Purchaser shall have the right to suspend and/or terminate any Purchase Order(s) and/or any ancillary documents relative thereto or pertaining to clauses 1.4 and 1.6 in whole or in part thereof. Such notification of any suspension and/or termination will be given in writing by the Purchaser to the Supplier. In such an event, the Supplier shall be entitled to recover from the Purchaser monies due prior to the date of such suspension or termination plus documented reasonable costs actually incurred by the Supplier directly or exclusively as the result of either suspension or cancellation.
- 16.2 Notwithstanding the foregoing, in any circumstances where the Supplier is party to any insolvency order, arrangement with creditors, order of bankruptcy, enters into any form of liquidation or insolvency, or generally fails to make properly or timely disclosure of any such financial prejudice that may contravene or jeopardise its obligation to the Purchaser, then the Purchaser will be absolved of such liability for payment as aforementioned.

### 17. Title to the Works

- 17.1 Title and access to, inspection of, copyright in, the right of possession of, and free right of use of all reports, drawings, data, specifications, and calculations, computer software along with all other information and/or services formed or created under, or arising from the Purchase Order(s) shall vest in the Purchaser. All equipment, materials and supplies to be provided by the Supplier for incorporation into the Goods, Services and/or Works shall become the vested property of the Purchaser on the earliest date of occurrence as follows when the said Goods, Services and/or Works or any constituent or separate part thereof is: Delivered to the Worksite; Delivered to the site, yard, workshop or office of any of the Supplier's Subcontractor, Vendor, Merchant or Supplier; Delivered to the Supplier's site, yard, workshop or premises;
- 17.2 The operation of this clause shall not be deemed to imply any approval and/or acceptance by the Purchaser of the works in whole or in part thereof nor shall it prevent the rejection of the same by the Purchaser.
- 17.3 The Supplier grants the Purchaser/Client a full, free and unrestricted licence of use for all plant, equipment and materials provided by the Supplier for the performance of any Goods, Services and/or Works up to the time of completion. The licence of use will not terminate upon any suspension or termination of all or part of the Services/Works.

### 18. Weight Control

- 18.1 The Supplier shall be accountable to detail the weight of any Goods and be able to provide evidence to include the Supplier's Sub-contractors and Vendors, by any appropriate taxing allowances have been made. Weight shall be continually monitored and any known or potential variance to a weight shall immediately be made known to the Purchaser together with confirmation of a final weight as applicable at completion.

### 19. CE Markings

- 19.1 It shall be a mandatory and standard requirement of the Supplier to provide the Purchaser with all applicable "CE" Marking Directives, as and where permitted/required.

### 20. Taxation

- 20.1 The Supplier (which, for the purpose of this clause, also includes any non-UK resident company, firm or person) shall issue the Purchaser with a tax invoice bearing the correct amount of Value Added Tax (VAT) due for payment against the value of the Goods, Services and/or Works undertaken by the Supplier for and on behalf of the Purchaser. "Tax" or "Taxes" as used herein shall mean any tax, duty or charge, including any interest and/or penalty thereon which, now or hereafter, may be properly and lawfully assessed upon the Supplier, which for the purpose of this Clause shall be deemed to include the Supplier's Sub-contractors and Vendors, by any appropriate taxing authority in connection with the activities of the Supplier under any Purchase Order agreement. Where any

obligations are imposed upon the Supplier and/or its Sub-contractors or Vendors, they will duly comply with their obligations.

### 21. Assignment and Subcontracting

- 21.1 The Supplier shall not assign or sub-contract any part of any Purchase Order(s) including the definitions set out in clauses 1.4 and 1.6 without the Purchaser's agreed written consent. The Purchaser has authority to assign any part of any Purchase Order(s) to any other entity.

### 22. Health, Safety and Environment

- 22.1 The Supplier will demonstrate commitment to all matters concerning Health, Safety and Environment (HSE) and to ensure that all working activities including, but not restricted to, personal, working practices, any/all services within the remit of HSE are at all times, executed in a safe, controlled and environmentally and socially responsible manner.

### 23. Insurance

- 23.1 The Supplier, together with any Subcontractor or Vendor(s) will ensure adequate insurance protection is in place during any/all work and/or services undertaken for or on behalf of the Purchaser. Insurance will include and adhere to the following points and clauses: Waiver(s) of subrogation; Hold harmless; Principles of joint insured.
- 23.2 The Supplier's Employer's Liability Insurance will be set at an amount of not less than five million pounds sterling (£5,000,000) per occurrence or series of occurrences arising from any one event. The Supplier will hold general third party liability insurance.
- 23.3 The Supplier will hold motor vehicle liability insurance that will be compliant with current legislation. The Supplier will at all times manage and maintain its insurance requirements in a diligent and competent manner, taking into consideration coverage needs and limits in order to conduct for the work and services it undertakes on behalf of the Purchaser.

### 24. Quality Assurance

- 24.1 The Supplier will conform to a Quality Management System such as ISO 9000 and will, where required by the Purchaser, provide evidence of holding such a Registration Certificate.
- 24.2 The Supplier will further ensure that all materials to be supplied (whether component parts or finished products), are manufactured and tested in Europe from ISO 9000 certified manufacturers or if manufactured and tested from out with Europe, from ISO 9000 certified manufacturers whose accreditation body is a recognised independent European body (including but not limited to Lloyd's, DNV and BV). The Supplier shall notify the Purchaser at quotation stage of any materials manufactured and tested from out with Europe and await further instruction/approval prior to placement of any Purchase Order(s) with a sub-supplier(s). If sourcing materials that have been manufactured and tested out with Europe the following information will be provided to the Purchaser: Name of Manufacturer; Country of Manufacture; Country of Assembly and Testing; Copy of ISO Certification

### 25. Governing Law

- 25.1 The construction, validity and performance of these Terms and Conditions, in conjunction with any Purchase Order(s) and/or any supplementary documentation associated with clauses 1.4 and 1.6 above, shall be governed in all respects by the Laws of Scotland. The Scottish Courts will have exclusive jurisdiction over any action(s) brought in connection with, or arising in respect thereof. The Supplier shall accept service of any proceedings raised at its principal place of business, notwithstanding that this may be outside the jurisdiction of the Scottish Courts.

### 26. Liquidated Damages

- 26.1 The delivery of the Goods, Services and/or Works by the date(s) stated in a Purchase Order(s) or Variation Order(s), shall be deemed to be critical to any scheduled completion date stipulated within any Purchase Order(s) or Variation Order(s).
- Where the Supplier fails to achieve a scheduled completion date(s), and where such a failure arises as a direct result of the Supplier's failure to meet its obligations, the Supplier shall be liable to pay Liquidated Damages to the Purchaser. The actual amount of Liquidated Damages shall be calculated at a rate reasonable and pertinent to every complete day that the critical completion date(s) are not met.
- In the event that the Supplier becomes liable to the Purchaser for Liquidated Damages, then the Purchaser shall authorise a Variation Order under the provisions of the relevant Purchase Order(s), which shall be adjusted in accordance with the amounts ascertained as being due for payment.

### 27. Construction Industry Scheme (CIS) Rules

- 27.1 In the event that any work involves the performance of construction activities within the meaning of the CIS rules, the Supplier shall notify the Purchaser whether the Supplier is appropriately registered as a sub-contractor under the CIS rules and is therefore entitled to receive payment without deduction of UK tax for construction operations within the meaning of the CIS rules.
- The Supplier shall provide to the Purchaser full information required by the Purchaser in order to verify the Supplier's status under the CIS rules. Nothing in these terms and conditions shall prevent the Purchaser from making deductions from payments to the Supplier as required by the CIS rules and the Supplier agrees not to seek recovery of any such deducted amounts from the Purchaser.

### 28. Force Majeure

- 28.1 The Parties shall not be liable for failure to perform any obligation which arises as a direct consequence of a Force Majeure occurrence, other than the obligation to make a payment(s) that is/are due and is/are payable in terms of any Purchase Order(s). All Parties shall be responsible to bear their own respective cost(s) that may arise from, and/or attributable to the occurrence of a Force Majeure event.

### 29. Communications

- 29.1 All communications between the parties regarding the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email: (in case of communications to the Supplier) to its registered office or such charged address as shall be notified to the Purchaser by the Supplier; or (in the case of the communications to the Purchaser) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Purchaser set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Purchaser.
- 29.2 Communications shall be deemed to have been received: if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or if delivered by hand, on the day of delivery; or if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

### 30. Anti-Bribery and Corruption

- 30.1 In connection with this Contract, the Supplier shall comply with all anti-bribery and anti-money laundering laws, regulations, rules, decrees and official government orders (including court orders) of the United Kingdom and any other jurisdiction where the Supplier operates.
- 30.2 The Supplier shall ensure that any subcontractor providing services or goods under this Contract shall comply with the provisions of this clause, and Supplier agrees that Supplier shall be liable to the Purchaser for any breach by a subcontractor of this clause as though such breach was committed by Supplier.
- 30.3 The Purchaser may terminate this Contract upon written notice at any time if the Purchaser becomes aware of information or circumstances the Purchaser determines, in its reasonable judgment and in good faith that the Supplier is in breach of any representation, warranty, or covenant in this clause. In the event of a termination under this provision: the Purchaser shall have no further liability to the Supplier; the Purchaser shall not be liable for any charges that are linked, directly or indirectly, to the breach giving rise to the termination; the Purchaser shall have a right to recover from the Supplier all past payments linked directly or indirectly to said breach; the Supplier shall, to the maximum extent permitted by law, defend, indemnify and hold the Purchaser harmless from and against any and all claims, damages (including, without limitation, Consequential Loss, notwithstanding any other clause in this Contract), losses, penalties, fines, other remedies (whether criminal, civil, administrative or equitable), costs and expenses arising from or related to, said breach, as well as all reasonable fees and expenses charged by third parties assisting in any investigation of information or circumstances that give the Purchaser reason to believe that the Supplier may be in breach of any such representation, warranty or covenant (such indemnity obligations shall survive termination or expiration of this contract and may be expressly waived in writing by the Purchaser at its sole discretion).
- The Purchaser may suspend payment to the Supplier if it becomes aware of information or circumstances that give the Purchaser reason to believe that the Supplier may be in breach of any such representation/warranty, or covenant. The Purchaser shall be allowed to maintain such suspension in effect while the inquiry is ongoing.

### 31. Modern Slavery

- 31.1 The Supplier shall take the necessary steps to prevent occurrence, unwittingly or otherwise, of modern slavery or trafficking by themselves or their supply chain in order to avoid the use of exploitative labour.