

Terms and Conditions:

1. Scope:

- A. These Terms and Conditions between ProcureLink Limited ("ProcureLink") and You, as a Buyer and/or Supplier ("You") (hereinafter referred to as "Terms and Conditions") for the provision of our software system and/or platform and/or use of webpage and/or applications and/or products and/or consulting and/or other services (such software system and/or platform and/or use of webpage and/or applications and/or products and/or consulting and/or other services being collectively referred to as "the ProcureLink Services") as have been mutually agreed in writing under the Services Agreement Application Form.
- B. ProcureLink grants You a non-exclusive worldwide licence to use ProcureLink to support your sale or purchase of Product(s)/Service(s) (as defined below) and/or to provide You with any other services that meet your requirements. This licensed software and/or applications and/or products and/or consulting and/or other services which ProcureLink agrees to provide You with are collectively referred to as "Your ProcureLink Services" in these Terms and Conditions.
- C. ProcureLink and You collectively referred to as "Parties" and individually as "Party".

2. Definitions

"Applicable Law" means all laws, ordinances, rules, regulations, bylaws, Decrees, orders, and the like whether of governmental, federal, national, or local authority or other agencies or authority or the parties or any of them and which are or may become available.

"Buyer" means any individual and/or legal entity who is registered as User for the use of ProcureLink Services with the intention to purchase Product(s)/Service(s) from the Seller.

"Confidential Information" means any information, however conveyed or presented, that relates to the business, technical information (including software), affairs, operations, customers, processes, budgets, pricing policies, product information, product specifications, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked 'confidential'), or which ought reasonably to be considered to be confidential;

"GDPR" means the General Protection Regulation (EU) 2016/679, applicable as of May 25th 2018, and any future amendments thereto

"Intellectual Property Rights" means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trade-marks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions;

"ProcureLink Fee" means the Subscription fee and the Transaction Fee collectively;

“Product(s)/Service(s)” means all the products and/or services directed to the marine industry and offered, uploaded, and/or being advertised by the Sellers in the ProcureLink’s software system, and/or platform and/or webpage and/or application.

“Seller” means any individual and/or legal entity who is registered as User for the use of ProcureLink Services with the intention to sell Product(s)/Service(s) to any potential Buyer.

“Transaction Fee” means the fee payable to ProcureLink by the Seller based on percentage of the value of each sale/purchase transaction executed through the platform pursuant clause 16.

“User”/ “Users” mean any individual and/or legal entity including any employee and/or affiliate and/or officer registered for the use of ProcureLink Services and approved by ProcureLink as a Buyer or Seller.

3. Mutual Responsibilities

3.1 Both Parties will ensure that the software system and/or platform and/or use of webpage and/or applications and/or any other program that will be used in order to facilitate the ProcureLink Services will be free of viruses and/or cyber security threat free.

3.2 The Parties shall keep each other informed of any changes that may affect the use of ProcureLink Services, including and not limited to changes of addresses and updates to software used by the other party, etc.

4. Your Responsibilities

4.1 You, as a Buyer or Seller, undertake the responsibility to set up and manage your own suitable equipment and/or software and/or network (excluding the software that will be provided by ProcureLink (if applicable) or by any associated Software Partner at your own costs. ProcureLink cannot be held liable and/or responsible in any way for any delay or inability to use any part of Your ProcureLink Services due to any fault (1) in such equipment, software or services not attributable to ProcureLink, or (2) in your means of access to, the Internet.

4.2 Seller’s Responsibilities

4.2.1 When you list a Product (s)/Service (s) for sale using Your ProcureLink Services, you agree to comply with the following:

- a.** You accept full responsibility for the Product(s)/Service(s) offered and the accuracy and content of the listing. Service(s) and Product(s) must comply with the general accepted standard of quality and must be in accordance with general trade laws on the sale of goods and services.
- b.** The content of your listing complies with this document of Terms and Conditions.
- c.** You will not sell and will promptly remove all listings for any Product(s)/Service(s) recalled by a manufacturer or governmental authority, if the sale of the Product(s)/Service(s) is prohibited by law or regulation or the Product(s)/Service(s) has a health or safety hazard as indicated by any governmental authority.
- d.** You will maintain the term of the offer until the full performance of your contract with the Buyer.

- 4.2.2 You are solely responsible for any non-conformity or defect in, or compliance with any private recall of any Product(s)/Service(s) you list and/or upload and/or sell during the use of Your ProcureLink Services.
- 4.2.3 You are solely responsible for: (i) the quality, quantity, reliability and accuracy of your information and/or description of the maritime goods, (ii) confirming in your best endeavours the quality, quantity reliability and accuracy of any other User with whom You deal and the quality, reliability and accuracy of any information and/or description of Product(s)/Service(s) provided by such other Users, (iii) ensuring that another User, with whom You deal or wish to deal, participates in any transaction or otherwise performs as required (iv) ensuring that your Information, your use of Your ProcureLink Services and the trade of Product(s)/Service(s) associated with such Information or Your ProcureLink Services does not breach any national or international laws or regulations or infringe the rights of any other User or third party.
- 4.2.4 You have the sole responsibility to upload and/or describe and/or to rely on any description of the Product(s)/Service(s) and to monitor and/or cross-check any of the Product(s)/Service(s) described.
- 4.2.5 You have the sole responsibility to create your own trading rules and/or terms and conditions and/or policies with regards to the returns and refunds of any Product(s)/Service(s). ProcureLink will not be and/or accept any involvement in any transaction. However, ProcureLink will not be responsible in any way to refund to You the Transaction Fee for that item.
- 4.2.6 You shall keep at all times, ProcureLink free and hold it harmless from any claim in relation to the Product(s)/Service(s) offered and/or sold to the Buyer through the Platform.
- 4.2.7 When You sell an item by using Your ProcureLink Services, You will acknowledge, agree and accept the requirements and/or the specifications and/or the additional terms and conditions imposed by the Buyer for the Product(s)/Service(s) You intend to sell at that time to the Buyer.

4.3 Buyer's Responsibilities

- 4.3.1 When You purchase an item by using Your ProcureLink Services, you acknowledge, agree, accept to the terms and conditions and/or to the specifications and/or to the requirements imposed by the Seller for the Product(s)/Service(s) You intent to purchase at that time.
- 4.3.2 You are solely responsible for reading and/or checking and/or confirming and/or ensuring the full description of the listed Product(s)/Service(s) before committing to purchase such Product(s)/Service(s).
- 4.3.3 By committing to purchase the Product(s)/Service(s) you understand that you are entering into a legally binding contract and/or agreement, with the Seller to purchase such Product(s)/Service(s).
- 4.3.4 You are the sole responsible to ensure with the Seller: (i) the quality, quantity, reliability and accuracy of the information and/or description of the Product(s) /Service(s), (ii) the time and way of the delivery of the Product(s)/Service(s) , (iii) that the

Product(s)/Service(s) you may order do not violate and/or breach any regulation and/or policy and/or law that may affect your business.

5. Users' Responsibilities

5.1 Each User is responsible for ensuring the application of its own trading rules and/or terms and conditions and/or policies in respect of its dealings with other Users.

5.2 It is the User's responsibility to ensure that its trading rules and/or terms and conditions and/or policies are made available to the other User(s).

5.3 Each User will seek in his/her/its best endeavours to:

5.3.1 have in place a security and safety system under which only authorised staff can create valid transactions and which minimises the risk of any other User's Information being lost or damaged or being seen or misused by another User or a third party;

5.3.2 take sufficient precautions to minimise the risk of viruses or other similar computer programming routines being transmitted to other Users;

5.3.3 not abuse other Users by, as a buyer, seeking quotations for an order from an excessive number of suppliers;

5.3.4 Not use information about other Users made available by ProcureLink to conduct marketing campaigns.

5.4 A User may make representations to ProcureLink about the behaviour or performance of another User.

5.5 ProcureLink Terms and Conditions always prevail.

6. ProcureLink Liabilities

6.1 ProcureLink cannot guarantee that Your ProcureLink Services will be free of any faults and/or errors during the use of the ProcureLink Services. However, ProcureLink shall use its best efforts to correct the aforementioned faults and/or errors within a reasonable period of time after You report such faults and/or errors via an email to seacconnect@procurelink.global of ProcureLink Customer Service. ProcureLink may need to include temporary solutions, workarounds, or problem-avoiding restrictions in Your ProcureLink Services, or temporarily suspend the whole or any part, of Your ProcureLink Services from time to time but will give You as much notice as is reasonably practicable in the circumstances.

6.2 ProcureLink has no responsibility or liability for the safety or performance of any Product(s)/Service(s) that are listed by any Seller and/or uploaded by the Seller and/or sold by the Seller and/or purchased by the Buyer during the use of Procure Link Services including but not limited to any Product(s)/Service(s) that is/are subject to a recall.

6.3 ProcureLink will monitor and/or manage the ProcureLink Services on a daily basis when You submit a request for purchase and/or sale and/or when You upload your Product(s)/Service(s) by using the ProcureLink Services and it is on ProcureLink's absolute discretion to accept

and/or reject your request if ProcureLink thinks that you do not comply with its requirements set out hereinbelow.

- 6.4** ProcureLink accepts no liability in contract or tort (including liability for negligence) for loss of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect, special or consequential loss or damage (including punitive damages), except in cases of wilful misconduct and/or negligence.
- 6.5** ProcureLink's liability to You under and/or in connection with these Terms and Conditions will be limited to the value of the Transaction Fee which would be applicable to the specific order in dispute.
- 6.6** Except as expressly permitted in these Terms and Conditions, all warranties, and conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 6.7** Nothing in these Terms and Conditions affects the liability of either party for fraudulent misrepresentation.
- 6.8** ProcureLink does not have any liability and/or responsibility of any default and/or misdescription and/or any presentation and/or about the quality and/or quantity and/or applicability that has been made and/or for any faulty Product(s)/Service(s) provided to and/or provided from You. ProcureLink is providing You with Your ProcureLink Services and any faults with regards to your orders and/or requests must be contacted to the Seller and/or Buyer directly.

7. Confidentiality

- 7.1** All information obtained by the parties regarding the ProcureLink Services must be kept confidential and shall not be disclosed to any third party without written consent from the other party.
- 7.2** Without prejudice to the generality of the foregoing, a party can make such information available to any third party provided it was already known to the party at the time the information was received, without that party having an obligation of confidentiality.
- 7.3** A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 7.4** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms and Conditions.

- 7.5** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms and Conditions.
- 7.6** You acknowledge that details of the ProcureLink Services, and the results of any performance tests of the ProcureLink Services, constitute ProcureLink's Confidential Information.
- 7.7** Each party is required to take reasonable precautions and to apply and/or implement adequate technical and organisational measures to prevent information from being disclosed to any third party in breach of this paragraph 7.
- 7.8** The duty of confidentiality applies to all employees, agents, consultants, Users, and other personnel acting on behalf of any of the parties with respect to the performance of these Terms and Conditions.
- 7.9** Both You and ProcureLink are prohibited from disclosing the identities of other Users on any ProcureLink Services or third parties, as well as from using any Confidential Information pertaining to such Parties. However, this restriction does not preclude ProcureLink from analytics/statistics reporting tools that enable one User to analyse information concerning their business with another User.
- 7.10** ProcureLink may disclose:
- 7.10.1 To other Buyers Your name, address, email address or other contact information (including that any individual provided for the purposes of use of Your ProcureLink Services);
 - 7.10.2 Your name, logo, and hypertext links to Your website on its website and similar marketing, but ProcureLink shall not use them in any advertising without Your prior consent;
 - 7.10.3 Any information where ProcureLink in good faith believes it to be necessary to do so for the proper operation of the ProcureLink Services;
 - 7.10.4 Any other information from or relating to Your use of Your ProcureLink Services, provided that the following cannot be identified from such information: (i) the prices of any goods and/or services purchased and/or sold by an individual, (ii) the quantities of any goods purchased and/or sold by an individual user, (iii) the buyer of any particular goods and/or services purchased through the use of the ProcureLink Services.
 - 7.10.5 In case that You wish to withdraw your consent of disclosing information as per paragraph 7.10 above, you shall do so in writing.
- 7.11** ProcureLink will comply with the General Data Protection Regulation (GDPR) (EU) 2016/679. Details of ProcureLink's Privacy policy available at www.procurelink.global.
- 7.12** You acknowledge and agree that the data you upload at Procurelink platform shall be hosted by the Buyer or Buyer's authorized representative.

8. Intellectual Property Rights

You and/or Users acknowledge and agree that any Services that ProcureLink provides under this Agreement embody and reflect certain proprietary rights, which may include patent, copyright, trade secret, and other similar rights in and related to the Services and ProcureLink's systems ("Intellectual Property"), and that ProcureLink owns all such Intellectual Property. ProcureLink

hereby grants You and/or User a limited, non-exclusive, non-transferable, and non-sub-licensable license to use the Intellectual Property in order to receive the Services. You further acknowledge and agree that the equipment used by ProcureLink includes the proprietary intellectual property of certain other third-party manufacturers (which ProcureLink uses under license from such third parties). You and/or User may not copy, duplicate, modify or transfer to a third party any software, whether owned by ProcureLink or used by ProcureLink under a license from a third party.

“ProcureLink” or “ProcureLink Services Ltd” “and their respective logos, and any other brand or product names used by ProcureLink or its affiliates (if the case may be) in conjunction with providing the Services, are the trademarks of ProcureLink, and no rights are granted to You and/or User hereunder with respect thereto. You and/or User shall make all reasonable efforts to assist ProcureLink to maintain and secure its property rights.

Your and/or Users trademarks shall remain your respective property, so at all times during the term of this Agreement, and no rights are granted to ProcureLink hereunder with respect thereto. You agree that ProcureLink may disclose your condition as being a customer of ProcureLink and your name in its marketing, advertising, and promotional materials, subject to your prior written approval, which shall not be unreasonably withheld.

9. Prohibition of Uses

9.1 In addition to the paragraph 8 above, You are not authorised to copy or adapt any ProcureLink software or its functionality for any reason. In addition, your license is exclusively granted to You and you are not entitled to lease, lend, distribute, sell, and sublicense any of the ProcureLink Services to any third party.

9.2 You are not authorised in any way to commence any transaction by using the ProcureLink Services and then to complete it outside of the scope of the ProcureLink Service in order to avoiding the payment of your ProcureLink Fees.

9.3 You are prohibited from using the ProcureLink Services or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate ProcureLink’s intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the ProcureLink Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the ProcureLink Service or any related website, other websites, or the Internet. ProcureLink reserve the right to terminate ProcureLink Services’ use or any related website for violating any of the prohibited uses.

10. Disclaimer

You agree that the use of Your ProcureLink Services is solely at your own risk. You agree that such service is provided on an "as is" and "as available" basis. ProcureLink expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. ProcureLink makes no warranty that the services will meet your requirements, or that your ProcureLink Services will be uninterrupted, timely, secure, or error-free; nor do ProcureLink make any warranty as to the results that may be obtained from the use of the ProcureLink Services or as to the accuracy or reliability of any information obtained through the ProcureLink Services or that defects in the service will be corrected. You understand and agree that any material and/or information and/or data downloaded or otherwise obtained through the use of Your ProcureLink Services are done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the use of Your ProcureLink Services. No advice or information, whether oral or written, obtained by You from ProcureLink shall create any warranty not expressly made herein.

For the avoidance of any doubt, it is clarified that You, as Seller, shall remain solely responsible for your respective maritime goods that you will list and/or upload via ProcureLink Services and ProcureLink shall be only responsible to host and provide access to the ProcureLink Services only to the registered Users. Whilst making all reasonable efforts to host the maritime goods listed and/or uploaded by You, as Seller, ProcureLink cannot and does not warrant or guarantee that the information/data provided and/or the entire content of the description of these maritime goods are correct and/or accurate in every respect. No representation or warranty of any kind, whether express or implied, is given with respect to the accuracy, completeness or suitability of the information contained or for any maritime goods listed and/or uploaded on the ProcureLink Services. Therefore, ProcureLink including parent, subsidiaries and affiliates and officers, directors, managers, agents, employees on behalf of whom this disclaimer is issued, shall have no liability and/or responsibility whatsoever no matter whether it is based on memorandum, formal agreement, contract, tort or any other legal ground for any inaccuracy, incompleteness, omission, lack of timeliness or any other error of the information/data with the information/data supplied. ProcureLink and all of its parent, subsidiaries and affiliates and officers, directors, managers, agents, employees shall have in particular no liability or responsibility whatsoever for any direct or indirect or consequential loss to any person caused by or arising from any information/data – whether correct or incorrect – uploaded by You.

11. Force Majeure

ProcureLink cannot be held liable for any expenses, losses or claims or if any Party is unable in whole or in part to carry out its obligations under these Terms and Conditions or for any failure or delay in performance under these Terms and Conditions during the continuance of such inability or failure due to event or cause beyond their reasonable control. Events or causes satisfy the term "force majeure" shall include but not be limited to acts of God, peril of the sea, explosion, fire, unavoidable accident of navigation, act of terrorism, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, flood, cyclone, earthquake, landslide, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficult or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency or any other cause or circumstance

whatsoever beyond the reasonable control of the party seeking to rely on the delay. For the avoidance of doubt a force majeure event shall not occur in case of a rise or decrease in freight market or time charter rates. The Party seeking to rely on a force majeure event shall promptly notify the other Party in writing of the reason for and expected duration of the delay. Should the performance of these Terms and Conditions be suspended due to a force majeure event for more than ninety (90) days, either party may declare the Terms and Conditions to be terminated.

12. Assignment of the Terms and Conditions

Either party may not assign these Terms and Conditions and the Services Agreement Application Form and its rights or obligations hereunder without the other party's consent.

13. Termination and Failure to Perform

13.1 These Terms and Conditions will be for 1 (one year) and they will automatically renew for another year unless either Party will give a ninety (90) days' notice in writing

13.2 If ProcureLink reasonably believes based on proven evidences that you are violating the Terms and Conditions and/or that your behaviour and/or performance may create liability for another User and/or may damage the hardware and/or software of another User, it may, without notice, immediately take such action as to including but not limited to limit your purchasing and selling privileges and/or restrict your listings and account features, and/or suspend Your Procure Link services including any account that was created to facilitate the Procure Link Services and/or terminate our Procure Link Services with an immediate effect. Any fee which was paid as Subscription fee and/or any fee paid as Administration Fee is not refundable.

13.3 These Terms and Conditions will terminate immediately if You are made bankrupt, enter into liquidation or any arrangement or composition with creditors or if a receiver or administrator or similar official is appointed against any of the assets or business. In such cases any sum payable by You to ProcureLink shall become due with immediate effect and the Services may be suspended or cancelled until ProcureLink receives full settlement.

13.4 Upon the termination of these Terms and Conditions for any reason all licences granted by ProcureLink will terminate immediately and You will return or destroy any copies of any software licensed to You by ProcureLink.

14. Dispute Resolution and Applicable Law

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Cyprus.

The Parties agree that any claim arising out of or in connection with the Terms and Conditions described herein, shall preferably be settled amicably without resorting to legal proceedings and that, to the best of their ability, they will work towards this end. If amicable settlement cannot be reached, within thirty (30) days from the "notice of disagreement", the disputes,

controversies, claims or differences which may arise between the Parties shall be exclusively referred to the relevant Courts of Cyprus.

15. Miscellaneous

15.1 Headings and notes in these Terms and Conditions are for references only.

15.2 Any notice under these Terms and Conditions may be sent by letter, fax or e-mail.

15.3 A party's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions will not be construed as a waiver of any provision or right. Neither the course of conduct between You and ProcureLink nor trade practice will act to modify any provision of these Terms and Conditions.

15.4 You shall comply at all times with all applicable laws and regulations relating to anti-bribery and anti-corruption, free asbestos on the environment and on board of ships, as well as regulations against child labour and shall not engage in any activity, practice or conduct which would constitute an offence under relevant regulations, acts, laws and to ensure that all persons associated with it or other persons who are involved in the supply of products comply with this clause.

15.5 You confirm that any payments made under these Terms and Conditions shall not involve or lead to contravention of any law, official requirement or other regulatory measure or procedure implemented to combat money laundering.

15.6 You agree that you may be instructed by ProcureLink to provide directly to the ProcureLink's bank all the necessary certificates of incorporation, director and shareholder certificates, and any other documents that may be requested by the ProcureLink's bank for the purpose of identifying You as client (KYC) and for AML processes as requested from time to time.

15.7 None of the Parties shall be obliged to perform any obligation otherwise required under these Terms and Conditions (including, without limitation, an obligation to (a) perform, deliver, accept, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose the Parties ~~You~~ or a parent company of the Parties, to punitive measure under any laws or regulations applicable to the Party ~~You~~ or such parent company, relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws.

15.8 You warrant for yourselves that that You are not subject to any of the sanctions, prohibitions or restrictions set out in this clause which prohibit or render unlawful any performance under these Terms and Conditions.

16. ProcureLink Fees

ProcureLink and You will be bound by the current version of the ProcureLink Services, from time to time of the ProcureLink Transaction Fee (and any other fee that may be agreed from time to time, collectively referred to as "ProcureLink Fees"). The ProcureLink Fees will be based on a previously agreed percentage of the value of each sale/purchase transaction executed through the platform payable by the Seller ("Transaction Fee" as defined above)

16.1 The ProcureLink Fees are payable with the confirmation from the Seller that the Product(s)/Service(s) are ready to be shipped and before the shipment of the Product(s)/Service(s).

16.2 You have to fulfil all orders by yourselves (Buyer/Seller) and agree the shipping rates. ProcureLink does not have any responsibility and/or liability with regards to the shipping arrangements as per clause 19 below.

17. Severability

17.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. Changes to these Terms and Conditions

ProcureLink reserves the right to change and/or amend and/or modify and/or remove any of the terms and conditions contained in the Terms and Conditions and/or any policy and/or guideline of the ProcureLink Services, at any time and in its sole discretion. Any changes and/or amendments and/or modification and/or removals will be effective immediately upon posting of the revisions on the ProcureLink Services, and You waive any right You may have to receive specific notice of such changes and/or amendments and/or modifications and/or removals. Your continued use of the ProcureLink Services following the posting of changes and/or amendments and/or modifications and/or removals will confirm your acceptance of such changes and/or amendments and/or modifications and/or removals.

19. Forwarding and Logistic Services

A Forwarding and Logistic company with the status of "Preferred Logistics Provider" will be available at the ProcureLink platform ("Logistic Services"), if You, as a Seller or or Buyer decide to use the Logistic Services of such entity it is hereby understood that ProcureLink shall have in no event any responsibility whatsoever for any of the Logistic Services, prices, liabilities, etc as such Logistic Services shall be directly contracted between Seller or Buyer and Preferred Logistics Provider. If You, as a Seller or Buyer decide not to use the Logistic Services of such entity it is hereby understood that You will undertake the responsibility to arrange all the logistics for any particular Product(s)/Service(s) that will be ordered. It is hereby understood that ProcureLink shall have in no event any responsibility whatsoever, including but not limited, for any of the Logistic Services, prices, liabilities etc. as such Logistic Services shall be directly agreed and contracted between Seller and Buyer. You, as Seller or Buyer have to comply with the terms and conditions of the Preferred Logistics Provider.