ANTI-BRIBERY AND   CORRUPTION (for FOB basis contracts)

Seller and Buyer respectively warrant and undertake to the other that in connection with this Agreement:

a)        it has implemented adequate internal procedures designed to ensure it shall not authorise the giving or offering of any financial or other advantage with the intention of inducing or  rewarding an individual or entity to improperly perform an activity undertaken in the course of an individual’s employment or connected to an entity’s business activities (the “Anti-Corruption Controls”); and

1. it has not authorised and it will not authorise, in connection with the performance of this Agreement, any financial or other advantage to or for the benefit of any public official, civil servant, political party, political party official, candidate for office, or any other public or private individual or entity where such authorisation would violate the Anti-Corruption Controls.

In the event of any breach of the warranties and undertakings in Clauses a) and 1b) above, the non-breaching party may terminate this Agreement with immediate effect upon written notice to the other party. This shall be the sole remedy available for a breach of the warranties and undertakings in Clauses a) and b).