General Terms and Conditions for Sale, Hire and Services

JFS-COR-LGL-TNC-001_02

James Fisher and Sons plc
Pioneering Sustainably

These Terms and Conditions apply to all quotations and Contracts for the provision of Work(s) involving the sale of Products, rental of Hire Equipment, and provision of Services by James Fisher and Sons plc or any of its Affiliates.

1. DEFINITIONS

In these terms and conditions, unless the context otherwise requires:

1.1. "**Affiliate**" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

1.2. "**Client(s)**" means any customer(s) of the Customer, its Co-Venturers and its and their Affiliates, the Client(s) and its Affiliates other contractors of any tier (excluding Contractor Group and Customer Group), and the respective officers, directors, agents, invitees, employees (including agency personnel) of any of the foregoing.

1.3. "**Confidential Information**" means the existence and terms of the Contract, as well as all financial, technical, operational, administrative, know-how, process, methodologies, computer programs (including source code), specifications, drawings, designs, processes, manuals, plans, economic information, technical studies, reports, business, corporate, commercial and any and all other information exchanged by the Parties, whether orally, visually or in writing (including electronic transfer and by any other media) specifically pertaining to the purpose of the Contract.

1.4. "**Consequential Loss**" means any loss of revenue, profits or anticipated profits, loss of business, cost of capital, loss of power, cost of purchased or replacement power, loss of information or data, incurrence of financial charges, loss and/or deferral of production, loss of product, loss of use of vessel and/or rig, vessel and/or rig downtime and/or standby, loss of or downtime of infrastructure (including pipelines, grid or balance of plant infrastructure), windfarm infrastructure unavailability and/or downtime (whether onshore or offshore, any foundations / transition piece(s) or other subsurface structures, hardstands, access roads, array cables, transmission infrastructure (including but not limited to cable systems and substations) and wind turbine generators), windfarm curtailment, loss of use, in each case whether direct or indirect and whether foreseeable or not at the time the Contract was entered into, and any indirect or other consequential loss or damage.

1.5. "**Contract**" means these terms and conditions, the form of contract, and/or Purchase Order(s) governed by these terms and conditions and entered into between the Contractor and Customer and including all other documents, schedules, appendices, annexes and attachments (if any) directly referred to therein.

1.6. "**Contract Effective Date**" means the date upon which the Contract becomes effective as stated in the Contract or where no such date is stated, the last date of signature of the Contract or where the Contract is not signed, the date on which the Contractor confirms its acceptance in writing of the Contract.

1.7. "**Contract Price**" means the total sum payable to the Contractor for the provision of Work(s) as further defined in the Contract and such other sums as may become payable to the Contractor by reason of any authorised variation and/or any mutually agreed optional works.

1.8. "**Contractor**" means the James Fisher contracting entity, or any of its Affiliates, specifically listed as the Contractor within the relevant Purchase Order.

1.9. "**Contractor Group**" means the Contractor, its Subcontractors of any tier and its and their respective Affiliates, its and their respective employees, directors, representatives, agents, servants, invitees and any person employed, hired or engaged (including agency personnel) by any of them, but shall not include any member of the Customer Group.

1.10. "**Co-Venturers**" means any other entity with whom the Customer is, or may be from time to time, a party to a joint operating agreement or unitisation agreement relating to the operations for which the Work(s) is being performed and the successors in interest or assignees of any such Co-Venturer(s).

1.11. "**Customer**" means any person, firm, company, partnership, competent authority or other business entity who agrees to obtain Work(s) from the Contractor under the Contract.

1.12. "**Customer Group"** means the Customer, its Co-Venturers, its Client(s), its Financing Parties, its and their respective Affiliates, its and their respective other contractors of any tier, and its and their employees, directors, representatives, agents, servants and invitees and any person employed, hired or engaged (including agency personnel) by any of them, but shall not include any member of the Contractor Group.

1.13. "**Delivery Address**" means the address of delivery for the Products and/or Hire Equipment as stipulated within the relevant Purchase Order or such other address as may be agreed mutually between the Parties in writing.

1.14. "**Delivery Date**" means the actual date of delivery on which the Customer receives the Products and/or Hire Equipment from the Contractor.

1.15. "**Estimated Delivery Date**" means the date on which the Contractor estimates that the Products and/or Hire Equipment will be delivered to the Customer and as stipulated in the relevant Purchase Order or as otherwise mutually agreed between the Parties in writing.

1.16. "**Financing Parties**" means any party providing finance to the Customer or any of its Affiliates in connection with the project including (i) any and all lenders, noteholders, bondholders or similar parties providing senior or subordinated construction, interim or long-term debt financing or refinancing; (ii) any and all tax equity investors providing partnership flip or leveraged lease-financing, (iii) providers of interest rate, foreign exchange, commodity or weather swap, forward, option, cap, collar or similar transactions, (iv) security trustees through purchase of an equity share in the Customer or any of its Affiliates or (v) through purchase of an equity share in the Customer or any of its Affiliates.

1.17. "**Force Majeure**" means such incidents as outlined in Clause 19.1.

1.18. "**Hire Equipment**" means the equipment, plant, machinery, tools, parts and accessories, including any instalment, part or combination of the same, which the Contractor is to provide to the Customer for use by the Customer Group's personnel on a rental basis as part of the Work(s) in accordance with the Contract pursuant to a corresponding Purchase Order.

1.19. "**Hire Period**" means the period from the time the Hire Equipment is either (a) documented as being dispatched by the Contractor to the Customer from the Delivery Address; or (b) collected by the Customer, or on the Customer's behalf, from the Delivery Address until the time the Hire Equipment is received back at the Delivery Address.

1.20. "**Intellectual Property**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.21. "**Party**" means either the Contractor or the Customer as appropriate and "**Parties**" shall be construed accordingly.

1.22. "**Product(s)**" means any goods, materials, equipment, machinery, products or articles of whatsoever nature, which the Contractor is to sell on a permanent basis to the Customer in accordance with the Contract pursuant to a corresponding Purchase Order.

1.23. "**Purchase Order**" means a document issued by the Customer to enable the performance of Work(s) under the Contract and which has been accepted by the Contractor, or its Affiliate, in writing.

1.24. "**Restricted Country**" means any country or territory that is subject to comprehensive UK, US, EU or UN Sanctions from time to time, including but not limited to: Afghanistan, Argentina, Armenia, Azerbaijan, Belarus, Central African Republic, China, Democratic Republic of Congo, Hong Kong, Iraq, Lebanon, Libya, Myanmar, Russia, Somalia, South Sudan, Sudan, Ukraine, Venezuela, Yemen, or Zimbabwe.

1.25. "**Restricted Party**" means any person, entity, governmental body, organisation or vessel/aircraft that is designated for export controls or sanctions restrictions under any applicable Trade Control Laws, including but not limited to those designated under the U.S. List of Specially

Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Unverified List, Denied Persons List, Debarred List, the Australian Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

1.26. "**Sanctioned Country**" means any country or territory against which comprehensive sanctions are imposed by Australia, the United States of America, the United Kingdom, Canada, the EU, any EU Member States, Switzerland, the United Nations, or any other country with jurisdiction over the Work(s).

1.27. "**Services**" means any services performed by the Contractor for the Customer under the Contract pursuant to a corresponding Purchase Order.

1.28. "**Special Conditions**" means special conditions expressly identified and mutually agreed between the Parties in writing to be incorporated into the Contract which shall modify, supplement or amend these terms and conditions.

1.29. "**Subcontract**" means any contract between the Contractor and any other party (other than the Customer or any employees of the Contractor) for the performance of any part of the Work(s).

1.30. "**Subcontractor**" means any party (other than the Customer) to a Subcontract.

1.31. "**Technical Information**" means all such information provided by or caused to be provided to the Contractor by the Customer pursuant to the Contract which is material to the performance of the Work(s) including data, information and/or drawings. All such data, information and/or drawings shall be disclosed to the Contractor by the Customer prior to the Contract Effective Date.

1.32. "**Third Party**" means any party not included in the Customer Group or the Contractor Group.

1.33. "**Trade Control Laws**" means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States of America, the United Kingdom, Canada, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations.

1.34. "**Work(s)**" means Services performed and/or Products sold and/or Hire Equipment provided by the Contractor to the Customer under the Contract pursuant to a corresponding Purchase Order.

1.35. "**Worksite**" means the lands, waters, facilities and other places on, under, in or through which the Work(s) are to be performed and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the Contract.

2. APPLICATION

2.1. All business conducted by the Contractor with the Customer shall be subject to these terms and conditions to the exclusion of any and all other terms and conditions, including any standard or general terms and conditions of purchase, sale, hire or for services confirmed, referred to, enclosed or otherwise issued by Customer except where the Contractor has notified the Customer of an additional term to be incorporated or where the Parties have expressly identified or incorporated Special Conditions into the Contract. Such Special Conditions shall apply equally with these terms and conditions but in the event of a conflict or any ambiguity between these terms and conditions and the Special Conditions, the Special Conditions shall prevail.

2.2. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2.3. If any provision of the Contract is held by any competent court, tribunal or authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision and all other remaining provisions of the Contract shall not be affected thereby.

3. DESCRIPTION OF CONTRACT

3.1. No Contract shall be formed until the Contract Effective Date. The Contractor does not offer or give any guarantee of acceptance of any Contract, which shall be at the Contractor's sole discretion and is subject to the Contractor's operational capacity and availability to perform the Work(s).

3.2. The Contractor will perform the Work(s) on behalf of the Customer, and the Customer will pay the specified Contract Price, in accordance with the rates and prices contained in the Contract pursuant to a corresponding Purchase Order.

3.3. The Contract shall constitute the entire agreement between the Contractor and the Customer and shall supersede and extinguish all previous drafts, advice, warranties, agreements, arrangements, statements, representations, recommendations, references and understandings between the Contractor and the Customer, whether written or oral, relating to its subject matter.

4. PERFORMANCE OF CONTRACT

4.1. Unless otherwise agreed in writing, the place of performance of the Work(s) shall be as stipulated within the corresponding Purchase Order.

4.2. The Contractor will use reasonable efforts to deliver the Products and/or Hire Equipment to the Delivery Address on the Estimated Delivery Date. However, any dates specified by the Contractor for delivery of the Work(s) are intended to be an estimate only and time for delivery shall not be made of the essence of the Contract. If no dates are specified, delivery shall be within a reasonable time.

4.3. Unless otherwise mutually agreed in writing, the Customer will take delivery of the Products and/or Hire Equipment on the Delivery Date.

4.4. The Products and/or Hire Equipment are at the Customer's risk from the Delivery Date.

4.5. Notwithstanding Clause 4.4, where the Contractor agrees to sell Products to the Customer, title in the Products shall not pass to the Customer until the Contractor has received payment of the Contract Price for the relevant Products in full (cleared funds), including any additional sums which become due from the Customer under the Contract. Without prejudice to any other rights and remedies available to the Contractor under the Contract or in law, in the event of any breach of Contract by the Customer, the Contractor shall have the full right and entitlement without further notice to the Customer to take possession of all or any part of any unpaid Products and to sell the same in a commercial manner in accordance with applicable law and to apply the proceeds of such sale against any losses suffered by the Contractor.

4.6. Unless otherwise mutually agreed in writing, the Customer shall pay the cost of and, if required by the Contractor, make all arrangements for delivery of the Hire Equipment from the Contractor's address to the Worksite at the beginning of the Hire Period and from the Worksite to the Contractor's address, or such other address as may be agreed in writing, at the end of the Hire Period.

4.7. Unless otherwise mutually agreed in writing, where the Products and/or Hire Equipment are to be dispatched from, and/or returned to, the Contractor's address, the Customer shall be responsible for loading and unloading the Products and/or Hire Equipment onto the delivery vehicle(s). The Customer shall further be responsible for all other loading and unloading of Hire Equipment throughout the Hire Period.

4.8. The Customer shall, at its sole expense, provide free and suitable access to the Worksite(s), including removal and reinstatement of any obstructions, to enable the Contractor's performance of the Work(s), and the Contractor Group shall not be held liable for any delays and/or additional costs incurred where the Customer Group has hindered access to any Worksite(s).

4.9. The Products and/or Hire Equipment shall be deemed to have been received by the Customer in good order unless written notice to the contrary is received by the Contractor at the point of delivery to the Customer on the Delivery Date.

4.10. The Contractor shall be responsible for the supply of any visas associated with provision of the Contractor Group's personnel (where applicable). Notwithstanding this, the Contractor shall be entitled to recover any costs incurred associated with such supply from the Customer and the Customer shall provide reasonable assistance to support the Contractor in securing any required visas.

4.11. The Contractor shall not be liable to the Customer Group in any way for any delay and/or additional costs associated with the impact of any adverse weather.

4.12. When the Contractor is working at the Worksite(s), the Customer shall be responsible for disposal of any waste produced by the Contractor Group.

5. TECHNICAL INFORMATION

5.1. The Customer shall be responsible for the timely provision and accuracy of all Technical Information supplied by the Customer Group under the Contract and, notwithstanding anything within the Contract to the contrary, the Contractor Group shall have no liability or responsibility for any errors, omissions and/or inaccuracies therein or arising therefrom. Furthermore, the Contractor shall be entitled to additional payments and/or extensions of time if such errors, omissions and/or inaccuracies result in the Contractor incurring delays and/or additional documented costs.

5.2. If such errors, omissions and/or inaccuracies in the Technical Information:

(a) have a material effect on the Work(s); and/or

(b) are in any way out with the performance parameters of the Contractor Group's equipment (including Hire Equipment) or proven capability to meet the requirements of the Technical Information specified at the Contract Effective Date; and/or

(c) are outside the Contractor's remit and the Contractor is therefore unable to perform the Work(s) as a consequence;

then the Contractor retains the right to immediately terminate the Contract without liability, and the Customer shall be liable to pay for performance of the Work(s) up to the date of termination, including any documented costs committed to by the Contractor in anticipation of performance of the Work(s), including all associated demobilisation costs.

5.3. Notwithstanding the provisions of Clause 5.2, where any such Technical Information is incomplete, inaccurate and/or erroneous and further costs require to be incurred by the Contractor to enable performance and/or continuation of the Work(s) as a direct result, the Contractor may elect to continue with performance of the Work(s) where, in such circumstances, the following conditions are met:

(a) the Customer agrees to compensate the Contractor for such documented additional costs; and

(b) the Contractor provides the Customer with prior written confirmation of its agreement to continue performance of the Work(s).

For the avoidance of doubt, any agreement by the Contractor to continue performance of the Work(s) may be subject to a formal amendment of the Contract. Notwithstanding this, the terms and conditions of the Contract shall otherwise continue to apply in full and the Contractor does not agree to accept any additional liability for the Work(s).

6. HIRE EQUIPMENT

6.1. During the Hire Period the Customer shall, at its own expense:

6.1.1. comply with all laws and regulations relating to the use of the Hire Equipment including health and safety requirements and shall use or permit the use of the Hire Equipment only in accordance with relevant operating and safety instructions, including without limitation, any supplied with the Hire Equipment. Any typographical, clerical or other error or omission in such instructions shall be subject to correction without any liability on the part of the Contractor;

6.1.2. ensure that the Hire Equipment is operated properly and safely with due care and skill at all times by suitably competent, qualified, experienced and instructed personnel;

6.1.3. fully acquaint itself with the appropriate manufacturers' guidelines and not use or permit the use of the Hire Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear in accordance with such guidelines;

6.1.4. ensure that the Hire Equipment remains safe, serviceable and clean;

6.1.5. ensure that the Hire Equipment undergoes routine maintenance, including, but not limited to, maintenance of the correct levels of all lubricants and other fluids as advised by the Contractor;

6.1.6. ensure that all fuel and lubricants used in respect of the Hire Equipment shall be of suitable grade and quality for use with the Hire Equipment as advised by the Contractor; and

6.1.7. report all maintenance operations to the Contractor, including the elapsed time of usage in hours.

6.2. Additionally, the Customer shall:

6.2.1. not make any alterations or modifications to the Hire Equipment;

6.2.2. take all reasonable steps to keep itself acquainted with the state and condition of the Hire Equipment;

6.2.3. not operate the Hire Equipment in an unsafe or unsatisfactory state;

6.2.4. ensure that when the Hire Equipment requires the fitting or re-fitting of any accessory (which term includes but is not limited to drills, wheels, discs and blades), that only accessories supplied by the Contractor are utilised and that any such accessory is correctly fitted or re-fitted in a manner so as not to damage the Hire Equipment or render it unsafe and in accordance with the instructions of the Contractor;

6.2.5. immediately notify the Contractor of any malfunctioning of the Hire Equipment and the Customer shall not carry out any repair to the Hire Equipment without obtaining prior authorisation from the Contractor in writing;

6.2.6. immediately notify the Contractor if the Hire Equipment is involved in any incident or accident resulting in loss of or damage to the Hire Equipment or to other property or injury to any person and immediately cease using the Hire Equipment if there is any possibility that it or a defect with it was responsible for such incident or accident;

6.2.7. ensure that the Contractor, and any person authorised by it, shall at all reasonable times have full access to the Hire Equipment and facilities for inspecting, testing, adjusting, repairing and replacing same;

6.2.8. not remove, deface or cover up any name-plate or identification mark or number on the Hire Equipment nor put any mark on the Hire Equipment which might indicate or suggest that the Hire Equipment is not the property of the Contractor;

6.2.9. not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Hire Equipment except with the prior written consent of the Contractor; and

6.2.10. protect the Hire Equipment against distress, execution or seizure.

6.3. Unless otherwise stated to the contrary within the corresponding Purchase Order or otherwise mutually agreed in writing between the Parties, delivery of the Hire Equipment shall be made in accordance with EXW Incoterms (2020) and return of the Hire Equipment shall be made in accordance with DDP Incoterms (2020).

6.4. The Customer shall save, indemnify, defend and hold harmless the Contractor Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any damage caused by the Hire Equipment during the Hire Period, or when otherwise in the Customer Group's care, custody and/or control.

6.5. Notwithstanding the provisions of this Clause 6, where any Hire Equipment is supplied to the Customer, the Customer accepts full risk for the Hire Equipment (including loss of or damage to) during the Hire Period, or when otherwise in the Customer Group's care, custody and/or control. In the event that the Hire Equipment is lost, stolen or damaged beyond economic repair, the Customer shall pay to the Contractor the full current new price of the affected Hire Equipment.

6.6. If repair or rectification of damage is necessary at the Worksite(s), the documented costs associated with labour, materials, travel and/or shipping will be payable by the Customer in full.

6.7. In the event that the Hire Equipment is damaged during the Hire Period, hire charges shall continue during any repair period, including but not limited to any minimum hire period charges.

6.8. The Contractor may inspect the Hire Equipment upon return to the Contractor's facility and shall notify the Customer, without undue delay, of any damage.

7. INVOICING AND PAYMENT

7.1. The Contractor will issue to the Customer from time to time an invoice, or invoices, for the Contract Price of any Work(s), together with any additional costs and/or charges payable by the Customer under the Contract.

7.2. Unless otherwise agreed in writing, payment of any invoice submitted by the Contractor to the Customer is due within thirty (30) days of the date of the invoice and payment within this time shall be of the essence.

7.3. If the Customer fails to make any payment of any invoice within due time then, without prejudice to any other right or remedy available to the Contractor, and without liability to the Customer Group, the Contractor shall be entitled to:

a) terminate the Contract, and be entitled to immediately enter the relevant premises of the Customer Group and/or the Worksite(s) and remove any tools, equipment, Hire Equipment, Products, materials, or consumables; and/or

b) suspend further performance of the Work(s) under the Contract until such time as the overdue amounts have been paid in full and the Contractor shall be entitled to continue to charge the relevant rates under the Contract during any such suspension period(s); and/or

c) charge the Customer interest on any unpaid amount from the date payment is due to the date payment in full is made. Interest shall be calculated on a daily basis at the per annum rate of either two percent (2%) above the base bank rate from time to time of HSBC Bank PLC or the applicable rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1988, whichever is the higher. The Customer shall pay interest together with the overdue amount; and

d) be reimbursed by the Customer for all costs incurred by the Contractor in the collection of any overdue amount.

7.4. Unless otherwise specified, the Contract Price for any Work(s) shall be exclusive of any travel, accommodation, subsistence or other out-of-pocket expenses of the Contractor's employees, servants or agents (which where applicable the Customer shall pay to the Contractor at cost) and shall exclude any costs, charges or taxes relating to storage, loading, carriage, unloading, delivery, importation, exportation and insurance of any equipment or any sales tax, value added tax, withholding tax, licence fees, duties, local taxes, or similar governmental charges / levies, or additional costs of such nature, which shall remain the liability of the Customer. Where withholding taxes may be applicable, the Contractor shall be entitled to gross up their rates and prices to include any necessary withholding taxes at the point of invoice.

7.4.1. Unless required by law, the Customer shall make all payments to the Contractor without any deduction for withholding taxes (or equivalent). If such a deduction is required by law to be made by the Customer:

(i) the amount of the payment due from the Customer shall be increased to an amount which (after making such deduction) leaves an amount paid free and clear of any tax, equal to the payment which would have been due if no such deduction had been required;

(ii) the Customer will make the minimum deduction allowed by law, and will make any payment in connection with it within the time allowed; and

(iii) the Customer will deliver to the Contractor an official receipt or other evidence satisfactory to the Contractor that the payment in relation to such deduction has been made to the relevant tax authority.

7.5. If the Contractor shall be obliged to charge, in addition to the Contract Price, any value added tax or sales tax (or any other taxes of a similar nature) where applicable, any amount payable by the Customer is exclusive of any such tax.

7.6. The Customer will pay any stamp duty, registration or other taxes of a similar nature which are payable in connection with entry into or performance or enforcement of this Contract.

7.7. The Customer shall indemnify the Contractor Group for any taxes, penalties, interest, costs or liabilities imposed on the Contractor whether directly or indirectly, arising out of, resulting from, or attributable to payments made under this Contract or the performance of the Work(s). This indemnity does not apply to taxes imposed on the Contractor in its jurisdiction of incorporation that are based on the Contractor's income, profits, or gains.

8. CHANGES

8.1. Subject to Clauses 8.2 and 8.3, the Customer may give written notice of its intention to change (provided such change is within the capability and resources of the Contractor) the Work(s) to the Contractor who shall advise, within fourteen (14) days, the Customer in writing of its effect on the Contract, including but not limited to the effect on the Contract Price and Estimated Delivery Date. The Contractor shall also be entitled to propose changes to the Customer.

8.2. If such proposed change does, or may, result in a change to the Contract Price, this shall be valued using the appropriate rates and prices contained in the Contract, or in the absence of any such appropriate rates and prices, a valuation shall be made by the Contractor. If such proposed change does, or may, result in a delay to the Estimated Delivery Date of the Products or Hire Equipment, or to the commencement of the Services, the Contractor shall be entitled to a day-for-day extension commensurate to the total period of delay resulting from the proposed change.

8.3. The Customer may issue a change order to confirm the instruction to proceed with the change. The change shall only be effective where the Contractor has signed and returned to the Customer, the change order, to formally acknowledge written acceptance of the change.

8.4. The Contractor shall not be obliged to enter into, nor proceed with, any change unless such change has been authorised in writing by a change order signed by both Parties.

9. WARRANTY

9.1. **Products.** The Contractor warrants that any Products shall be free from defects in materials and/or workmanship for a warranty period of twelve (12) months from the Delivery Date.

9.1.1. In the event that the Customer notifies the Contractor of defective Products within the twelve (12) month warranty period, the Contractor shall, at its sole option, repair or replace such defective Products at no cost to the Customer and shall extend the warranty period for the defective Products rectified or replaced for twelve (12) further months following such rectification or replacement. In no event shall the cumulative defects correction period exceed twenty-four (24) months from the Delivery Date.

9.1.2. Notwithstanding Clause 9.1.1, where the Products are defective due to fault of the Customer Group and/or a Third Party, the Contractor may, at its sole option and at the Customer's sole cost and risk, elect to either (i) provide substitute Products; or (ii) carry out necessary work to render the Products operational.

9.2. **Hire Equipment.** The Contractor shall deliver the Hire Equipment in accordance with the Hire Equipment specification as stipulated within the Contract.

9.2.1. If the Hire Equipment suffers from breakdown during the Hire Period, the Customer shall immediately notify the Contractor who may, at its sole option and where its personnel are located at the relevant Worksite, elect to carry out remedial work at the Worksite to attempt to render the Hire Equipment operational. Subject to any provisions to the contrary elsewhere within the Contract, no day-rates shall be

chargeable against any affected Hire Equipment that is the subject of breakdown due to Contractor Group default during any downtime period(s) until repaired. This shall be the Customer's sole remedy, and the Contractor's sole liability, for defective Hire Equipment.

9.2.2. Notwithstanding Clause 9.2.1, where the Hire Equipment is defective due to the default of the Customer Group and/or a Third Party, the Contractor may, at its sole option and at the Customer's sole cost and risk, elect to either (i) provide substitute Hire Equipment; or (ii) carry out necessary work to render the Hire Equipment operational.

9.3. **Services.** The Contractor warrants that all Services shall be performed with reasonable skill and care, in a manner consistent with that of an experienced and competent contractor, and on a reasonable endeavours basis in accordance with the Contract.

9.3.1. The Contractor's liability arising out of or in connection with the Services shall be limited to re-performing at its expense and sole option any Services that are deficient due to the Contractor's failure to perform the Services in accordance with Contract specification, provided that the Customer shall first notify the Contractor prior to the departure of Contractor Group personnel from the relevant Worksite. For the avoidance of doubt, this warranty is only applicable whilst Contractor Group personnel remain located at the relevant Worksite and the Contractor's sole liability for deficient Services shall be re-performance in accordance with the Contract specification.

9.3.2. Where the Contractor has been contracted by the Customer to rectify or repair any defect caused by any member of the Customer Group or Third Party, the Contractor shall have no responsibility or liability for such defect.

9.3.3. The Customer warrants and represents that the Contractor shall not, by performing the Services, be held responsible for invalidating any warranty or defects rectification period provided by any other party.

9.3.4. Notwithstanding Clause 9.3.1, where the Services are deficient due to fault of the Customer Group and/or a Third Party, the Contractor may, at its sole option and at the Customer's sole cost and risk, elect to reperform the Services.

9.4. Subject to Clause 9.1, 9.2, and 9.3, unless otherwise expressly agreed by the Contractor and set out in the Contract, no warranties or representations are given or made by or on behalf of the Contractor for any Work(s) provided hereunder, and any conditions or warranties implied or imposed by operation of law are hereby excluded.

9.5. The Customer agrees that it shall have no remedies in respect of any misrepresentation or warranty (whether made innocently or negligently) that is not expressly set out in the Contract. The Customer shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement in the Contract.

9.6. The Contractor shall not be liable for a breach of any warranty or warranties, whether provided by the Contract, statute, the general law or otherwise, in respect of any Work(s) provided, except as stated in this Clause 9.

9.7. Notwithstanding anything within the Contract to the contrary, the Contractor shall at no time be liable for any vessel and/or air transportation costs under the Contract.

9.8. Notwithstanding anything within the Contract to the contrary, the Contractor does not warrant or guarantee that the Hire Equipment it provides under the Contract will accomplish the intended purposes for which the Work(s) are being undertaken.

9.9. The above undertakings are in lieu of any other warranty of materials or workmanship by the Contractor and all implied warranties including any of merchantability, fitness for purpose or workmanlike performance are excluded. All defects in the Work(s) whether or not due to the Contractor Group's negligence and all claims relating to defects in the Work(s), whether arising in contract, tort (including negligence), strict liability, product liability or otherwise, shall be subject to the agreements and limitations of this Clause 9.

9.10. For the avoidance of doubt, the Contractor shall not be liable for any defect in the Products or Services arising from fair wear and tear, defects in materials furnished or specified by the Customer or defects in manufacture where the method of manufacture was specified by the Customer, damage or negligence by any member of the Customer Group or by other persons not within the Contractor's reasonable control, abnormal working conditions, damage occurring to the Hire Equipment during the Hire Period, damage arising out of or in connection with a failure to follow the Contractor's instructions (if any, whether oral or in writing), or misuse, alteration or repair of the Products or change in terms of Service without the prior approval in writing of the Contractor.

10. OVERALL LIMITATION OF LIABILITY

10.1. Notwithstanding any other provision to the contrary in the Contract, the Contractor's cumulative and maximum liability arising out of or in connection with the Contract and the performance or non-performance of the Work(s) including liability for all claims of any kind and description, howsoever and whatsoever arising, and regardless of cause, whether arising in tort (including negligence in any form), breach of contract, breach of duty statutory or otherwise shall be limited to one-hundred percent (100%) of the Contract Price as stipulated within the corresponding Purchase Order.

10.2. The Customer shall be responsible for and undertakes to save, indemnify, defend and hold harmless the Contractor Group from and against all claims to the extent to which they shall exceed the said maximum liability cap in Clause 10.1. This shall apply to any claim whether arising under contract, in tort or otherwise at law.

11. INDEMNITIES

11.1. The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

a) subject to the provisions of Clause 11.5, loss of or damage to property and/or equipment of the Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group arising from or relating to the performance or non-performance of the Contract; and

b) personal injury including death or disease to any person employed by the Contractor Group arising from or relating to the performance or non-performance of the Contract; and

c) subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such personal injury, death or disease or loss of or damage to the property is caused by the negligence, or breach of duty (whether statutory or otherwise) of the Contractor Group.

11.2. The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

a) loss of or damage to property of the Customer Group whether owned, hired, leased or otherwise provided by the Customer Group arising from or relating to the performance or non-performance of the Contract; and

b) personal injury including death or disease to any person employed by the Customer Group arising from or relating to the performance or non-performance of the Contract; and

c) subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, death or disease or loss of or damage to the property is caused by the negligence, or breach of duty (whether statutory or otherwise) of the Customer Group.

d) loss of or damage to any permanent Third Party infrastructure including but not limited to any:

i) production facilities and pipelines; and/or

ii) grid infrastructure; and/or

iii) windfarm infrastructure (including whether on or offshore, any foundations/transition piece or other subsurface structures, hardstands,

access roads, array cables, transmission infrastructure (including but not limited to cable systems and substations) and wind turbine generators);

and the removal of any debris resulting from such loss or damage, and/or Consequential Loss arising therefrom where such loss or damage arises from or relates to the performance of the Contract. The provisions of this Clause 11.2(d) shall apply notwithstanding the provisions of Clause 11.1(c).

11.3. Except as provided by Clause 11.1(a), and Clause 11.1(b), but notwithstanding anything contained elsewhere in the Contract to the contrary, the Customer shall save, indemnify, defend and hold harmless the Contractor Group from and against any claim of whatsoever nature arising from pollution relating to or in connection with the performance or non-performance of the Contract.

11.4. Except as provided by Clause 11.1(a), and Clause 11.1(b), but notwithstanding anything contained elsewhere in the Contract to the contrary, the Customer shall save, indemnify, defend and hold harmless the Contractor Group against all claims, losses, damages, costs (including legal costs) expenses and liabilities resulting from:

a) loss of or damage to any well or hole; and/or
b) blow-out, fire, explosion, cratering or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris); and/or
c) damage to any reservoir, geological formation or underground strata or the loss of product therefrom.

11.5. Notwithstanding Clause 11.1(a), the Customer shall be responsible for, and shall save, indemnify, defend and hold harmless the Contractor Group from and against loss of, damage to or destruction of the (i) Contractor Group´s property and/or equipment whilst in the Customer Group's care, custody and control and/or (ii) Hire Equipment during the Hire Period.

11.6. All exclusions and indemnities contained in this Clause 11 and Clause 12 (save for those under Clause 11.1(c), 11.2(c), and 11.5) shall apply irrespective of cause and notwithstanding the negligence in any form or breach of duty (whether statutory or otherwise) of the indemnified Party or any member of its respective Group or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

11.7. The Contractor shall not be liable for any losses arising due to any delay in the performance of the Work(s), notwithstanding the negligence of any member of the Contractor Group.

12. CONSEQUENTIAL LOSS

12.1. Notwithstanding any provisions to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages (including any predetermined termination fees) provided for in the Contract, the Contractor shall save, indemnify, defend and hold harmless the Customer Group from the Contractor Group's own Consequential Loss and the Customer shall save, indemnify, defend and hold harmless the Contractor Group from the Customer Group's own Consequential Loss.

13. INSURANCE

13.1. The Parties each agree to procure and maintain, at their sole respective expense, with solvent insurers, policies of insurance sufficient to cover their contractual liabilities under the Contract.

13.2. It is expressly understood and agreed that the insurance provisions of the Contract are intended to assure that certain standards of insurance protection are afforded by the Parties and that the specifications herein of any amount or amounts shall be construed to support but not in any way to limit the respective liabilities and indemnity obligations of the Parties. Coverage under all insurances required to be carried will be primary insurance for indemnity owed by the insured Party and exclusive of any other existing valid and collectible insurance of the indemnitee(s). Employers' Liability and Public / Third Party Liability policies, and other policies where possible, will include an indemnity to principal clause and waiver of subrogation against the Customer Group and its insurers or the Contractor Group and its insurers, whichever is appropriate, both to the extent of the contractual liability assumed under the Contract.

13.3. The Parties shall each furnish evidence in the form of certification that proper insurance has been secured upon request.

13.4. In the event of the insolvency, bankruptcy, or failure of any insurance company subscribing to any insurance policy or in the event any insurer subscribing to any insurance policy fails, for any reason, to pay any valid claim (or any portion thereof) submitted by either Party hereto pursuant to such insurance or in the event the Contractor or the Customer fails to procure and/or maintain any required insurance, then the Contractor or the Customer, respectively, shall be deemed to be self-insured to the fullest extent of deviation from the requirements listed in this Clause 13. Moreover, such Party shall save, indemnify, defend and hold harmless the other Party and its respective Group members as to all claims for which required insurance should have been provided, or which should have been paid, in whole or in part, including defence costs, attorneys' fees, and all expenses whatsoever. In addition, the existence or non-existence of insurance for any claim asserted against either Party shall not be deemed to limit the other Party's liability for such claim.

14. TERMINATION

14.1. **Termination by Contractor.** The Contractor shall be entitled to terminate the Contract forthwith by notice in writing to the Customer if:

a) the Customer commits an: irremediable breach of the Contract (including breach of Clauses 15; 23; 24; 32 and/or 33); and/or persistently repeats a remediable breach; and/or commits any remediable breach and fails to remedy it within seven (7) days of receipt of notice in writing of the breach requiring remedy of the same; or
b) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
d) the Customer ceases or threatens to cease to carry on business; or
e) where any changes in any applicable laws, rules and regulations, or a change in the interpretation of such statute, ordinance, decree, law or regulation by a court of law or statutory authority, made after the Contract Effective Date, directly results in the Contractor being unable to perform the Work(s); or
f) in accordance with Clause 19.6; or
g) the Customer's failure to pay in accordance with Clause 7.3; or
h) in accordance with Clause 5.2.

14.1.1. In the event of termination by the Contractor pursuant to Clause 14.1:

a) without prejudice to any other right or remedy available to the Contractor under the Contract, the Contractor shall cease any further provision of Work(s) without any liability to the Customer Group; and

b) any payment(s) due for performance of the Work(s) in accordance with the Contract shall become immediately due and payable to the Contractor, along with any documented costs committed to by the Contractor in anticipation of performance of the Work(s), including all associated demobilisation costs.

14.2. **Termination by Customer (*For convenience*).** The Customer shall be entitled to terminate the Contract for convenience by giving thirty (30)

days written notice of termination to the Contractor. In the event of termination by the Customer pursuant to this Clause 14.2, the Contractor shall invoice the Customer and the Customer shall immediately pay to the Contractor the portion of the Contract Price for Work(s) already properly rendered up to and including the date of termination together with any additional costs, termination fees, and/or charges payable by the Customer under the Contract, including those under Clauses 4, 5.3, 6 and 7, and any documented costs already committed to by the Contractor in anticipation of performance of the Work(s) which cannot be recovered.

14.3. **Termination by Customer: (*For Contractor's default*).** The Customer shall be entitled to terminate the Contract forthwith by notice in writing to the Contractor if:

a) the Contractor commits a breach and fails to commence necessary action to remedy the breach within thirty (30) days, or within a period as otherwise mutually agreed between the Parties, following receipt of notice in writing from the Customer of the breach; or

b) the Contractor makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction).

14.3.1. In the event of termination by the Customer pursuant to Clause 14.3, any payment(s) due for performance of the Work(s) in accordance with the Contract shall become immediately due and payable to the Contractor.

14.4. In case of termination under this Clause 14, the Contractor shall be entitled to immediately enter the premises or Worksite(s) of the Customer and remove any Contractor Group equipment, Hire Equipment, materials, or consumables and, where payment has not been received by the Contractor in accordance with the Contract, any Products or their respective component parts.

15. COMPLIANCE WITH LAWS AND REGULATIONS

15.1. Both Parties shall comply with all applicable laws, statutes, regulations and codes in force from time to time in relation to the Contract, and performance of the Work(s).

15.2. The Customer shall obtain all licenses, permits, rights of way, temporary permits and/or other authorisations (collectively, the "Authorisations") required by applicable laws, rules and regulations in connection with and/or required for the performance of the Work(s), if any, save to the extent these can only legally be obtained by the Contractor.

15.3. The Parties shall each provide the other with reasonable levels of support required to obtain any Authorisations.

15.4. The Contractor shall not perform (or be required to perform) the Work(s) until the Customer has demonstrated to the Contractor that the Customer has obtained such Authorisations and that it is acceptable for the Contractor to proceed with the Work(s).

16. TITLE AND RISK

16.1. No title, right or interest in the Contractor Group's equipment, including Hire Equipment, shall pass to the Customer, or any member of the Customer Group, at any time.

16.2. Notwithstanding Clause 16.1, Hire Equipment is deemed to be the Customer's responsibility throughout any Hire Period and without limiting its responsibilities under the Contract, the Customer shall insure against any damage, loss or injury which may arise from its possession or use of the Hire Equipment which may occur to any property including the Hire Equipment or any person for which it may be responsible or liable.

16.3. No title, right or interest in the Products shall pass to the Customer, or any member of the Customer Group, until full payment for the Products has been received by the Contractor. Notwithstanding this, risk in the Products shall transfer to the Customer on the Delivery Date.

17. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

17.1. The Parties shall keep confidential all Confidential Information arising out of the Contract, including the terms of the Contract, and shall only use Confidential Information for the purpose of performance of the Contract. Neither Party shall divulge Confidential Information to a Third Party without the prior written consent of the other Party, unless such information:

a) is already known to the receiving Party at the time the information was received and which is not subject to any obligation of confidentiality owed to the disclosing party, and/or

b) is part of the public domain, except by default of the receiving Party or its personnel, and/or

c) is rightfully received from a Third Party whose possession is lawful and is without an obligation of confidentiality, and/or

d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body or of any relevant stock exchange.

17.2. Notwithstanding Clause 17.1, the receiving Party shall only be entitled to disclose Confidential Information to the extent necessary for the purpose of fulfilling its obligations under the Contract, provided that:

a) such disclosure is made only to a party which has a contractual obligation to keep the Confidential Information as such on terms no less stringent than the provisions contained in the Contract; and

b) such disclosure shall not be permitted to any party who is a competitor of the Contractor.

17.3. All techniques, processes, inventions, trade secrets, drawings, designs, specifications, documents, information and Intellectual Property relating to the Products, Hire Equipment, Services, or the Contractor's business, including any Intellectual Property developed under the Contract shall, subject to the provisions of Clause 17.5, remain the exclusive property of the Contractor. The Customer shall keep such information confidential, use it only for the purposes of the Contract, ensure compliance by all members of its Group, and shall not, without the Contractor's prior written consent, copy, reproduce, modify, reverse engineer, disassemble, disclose, lend, rent or otherwise use or permit the use of such information or Intellectual Property in any way that could prejudice the Contractor's rights.

17.4. Where any patent or registrable right in any country in the world results from:

a) developments by the Contractor Group which are based wholly on data, equipment, processes, substances and the like in the possession of the Contractor Group at the Contract Effective Date or otherwise produced outside of the Contract; or

b) enhancements of or in the existing Intellectual Property rights of the Contractor Group;

Such rights shall vest in the Contractor or another company within the Contractor Group as the case may be.

17.5. Where any patent or registrable right in any country in the world results from:

a) developments by the Customer Group which are based wholly on data, equipment, processes, substances and the like in the possession of the Customer Group at the Contract Effective Date or otherwise produced outside of the Contract; or

b) enhancements of or in the existing Intellectual Property rights of the Customer Group;

Such rights shall vest in the Customer and its Affiliates or Co-Venturers as the case may be.

17.6. The Parties shall each, at their sole discretion, grant the other a royalty-free, non-exclusive, irrevocable, non-transferable licence to use any Intellectual Property which is owned by the Parties respectively or licenced to the Parties respectively by Third Parties but which shall not be sub-licensable and shall only be to the extent necessary to enable the Parties to perform their respective obligations under the Contract.

17.7. Nothing in the Contract will require the Contractor to transfer or licence to the Customer proprietary or bespoke software owned by or licenced to the Contractor Group.

17.8. The Customer shall save, indemnify, defend and hold harmless the Contractor Group from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Customer under the Contract or related to the use by the Contractor of Technical Information, Intellectual Property or materials, free issued items or equipment supplied by the Customer, regardless of whether owned by the Customer or licensed to the Customer by a Third Party.

18. WAIVER

18.1. No payment accepted by the Contractor and no neglect, delay or indulgence on the part of the Contractor in enforcing the Contract or any of the terms and conditions thereof shall operate as a waiver of the Contractor's rights thereunder, unless in each case the Contractor expressly so agrees in writing.

19. FORCE MAJEURE

19.1. Neither Party shall be liable to the other Party and its respective Group members or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its and their obligations if and to the extent that the delay or failure was due to a Force Majeure incident which is beyond that Party's reasonable control and could not have been reasonably foreseen at the time of entering into the Contract. Such Force Majeure incidents include, without limitation:

a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), sabotage, acts of terrorism, civil war, rebellion, revolution, civil disturbance, insurrection of military or usurped power;
b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
d) act of God, earthquake, flood, storm, tempest, weather, fire, explosion and/or other natural physical disaster, regardless of severity;
e) maritime or aviation disasters;
f) the introduction of, or any changes to, any governmental or local authority acts, restrictions, general or local statutes, ordinance, decree, or other law or any regulations, bye-laws, prohibitions or measures of any kind;
g) import or export regulations or embargoes;
h) strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Contractor Group or of a Third Party; or
i) pandemic or epidemic.

19.2. In the event of a Force Majeure incident occurring, the affected Party shall give notice in writing without undue delay to the other Party.

19.3. The Party invoking Force Majeure under the Contract shall use reasonable endeavours to mitigate the delay or to find a solution in the event of continuance of the Force Majeure event.

19.4. In the case of Force Majeure, each Party will bear its own costs arising from this event, and the Customer shall not be absolved of any payment obligations in respect of any Work(s) properly provided up to the date of the Force Majeure notice given in Clause 19.2.

19.5. Notwithstanding Clause 19.4, in the event of a Force Majeure incident occurring and where the Customer instructs the Contractor to remain at the Worksite, the Customer shall pay the specified Contract Price, in accordance with the rates and prices contained in the Contract pursuant to a corresponding Purchase Order.

19.6. If a Force Majeure incident lasts longer than thirty (30) continuous days, the Contractor may terminate the Contract for its convenience under Clause 14.1.

20. CROSS CLAIMS AND SET OFF

20.1. The Customer hereby waives any right to set-off under the Contract or otherwise and agrees to pay all undisputed sums due to the Contractor regardless of any equity, set-off or cross claim on the part of the Customer against the Contractor Group.

21. NOTICES

21.1. Any notices required to be given by either Party under the Contract shall be delivered or sent in writing to the Party to be served or to such other place as may be designated by a Party for the purpose of service and shall be deemed to have been served in the case of a notice delivered by hand, at the time of delivery or, if sent by first-class post, forty-eight (48) hours after the time of posting or, if sent by internationally recognised courier, on the date and time evidence by the courier's delivery records as having been delivered to the receiving Party's address and signed for on behalf of the receiving Party.

21.2. Subject to any specific administrative instructions agreed between the Parties, any standard business correspondence associated with the Contract and/or the Work(s) may be sent by email, or letter.

22. ASSIGNMENT

22.1. Neither Party shall assign, transfer or subcontract all or any part of the Contract or any benefit, interest, right or obligation under the Contract, without the prior consent of the other Party in writing, which shall not be unreasonably withheld or delayed.

23. ANTI-BRIBERY AND CORRUPTION

23.1. Both Parties shall:

a) comply, and shall procure that each of their respective Group members shall comply, with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the U.S. Foreign Corrupt Practices Act, Bribery Act 2010 and shall not, either directly or indirectly offer, pay, give, promise to pay or agree to give or authorise any money, gift or other form of consideration (including a facilitation payment) to any official of any government body, agency or political party or any other person that may become connected with the Contract in any way in order to secure any inappropriate or unlawful advantage or benefit in relation to the Parties' activities in connection with the Contract. Neither Party shall seek to influence or reward the act or omission of any official of any government body, agency or political party in order to obtain or maintain business related to the Contract, or obtain any improper advantage or benefit; and
b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure its compliance with Clause 23.1(a) and (b) and will enforce them where appropriate; and
d) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by any member of that Party's Group in connection with the performance of the Contract; and
e) immediately notify the other Party in writing if a foreign public official becomes an officer or employee of that Party or any member of that

Party's Group or acquires a direct or indirect interest in that Party or in any member of that Party's Group; and

f) warrant that they have no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract.

23.2. The Parties shall ensure that all of their respective Group members performing services or work in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in accordance with this Clause 23.

24. MODERN SLAVERY

24.1. Both Parties shall:

a) comply, and shall procure that each of their respective Group members shall comply, with all applicable laws, statutes regulations and codes relating to slavery, servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015; and

b) undertake not to purchase any resource, materials or products from producers, suppliers or manufacturers using forced or compulsory labour in its operations or practices; and

c) have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure its compliance with Clause 24.1(a) and (b) and will enforce them where appropriate; and

d) immediately notify the other Party in writing if it becomes aware of any breach or alleged breach of this Clause within its supply chain (and each Party warrants that it has not been convicted of any offence involving slavery and human trafficking and, having made reasonable enquiries, to the best of its knowledge none of their respective Group members or their direct or indirect owners at the Contract Effective Date have been or are the subject or any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding an offence or alleged offence of or in connection with slavery and human trafficking).

24.2. The Parties shall ensure that all of their respective Group members performing services or work in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in accordance with this Clause 24.

25. TAX EVASION

25.1. The Parties shall:

a) comply, and shall procure that it and their respective Group members shall comply, with all applicable laws, statutes, regulations and codes relating to tax evasion including the Criminal Finances Act 2017; and

b) undertake not to engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; and

c) have and shall maintain in place throughout the term of the Contract their own policies and procedures to ensure their compliance with Clauses 25.1(a) and 25.1(b) and will enforce them where appropriate; and

d) immediately notify the other Party in writing if they become aware of any request or demand from a Third Party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the Contract; and

e) ensure that all of their respective Group members performing services or work in connection with the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in this Clause 25.

26. GOVERNING LAW AND JURISDICTION

26.1. The Contract and all obligations relating to or arising out of the Contract shall be governed by and construed in accordance with the laws of England and Wales.

26.2. The language of the Contract shall be English. If the Contract (or any part thereof) is translated into any other language, the English version shall prevail at all times.

27. DISPUTE RESOLUTION

27.1. The Parties shall firstly seek to settle any dispute arising from the Contract amicably, by escalation to the senior management of the Parties.

27.2. If the Parties are unable to reach settlement within sixty (60) days in accordance with Clause 27.1, the Parties hereby agree that any claims, disputes, legal actions, suits or proceedings that either Party may have against the other arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the English Courts. In addition, the Customer hereby agrees that the Contractor shall have the right to bring any claims, disputes, legal actions, suits or proceedings it may have against the Customer in the courts of any jurisdiction where the Customer or any of its property or assets may be found or located, and the Customer hereby irrevocably submits to the jurisdiction of any such court.

28. CHANGE IN LAW

28.1. Notwithstanding anything in the Contract to the contrary, should any changes to applicable laws, rules, regulations, or their official interpretation by a court of law or statutory authority after the Contract Effective Date increase the Contractor's cost or time to perform the Work(s), the Contractor shall be entitled to an adjustment to the Contract Price and/or schedule. This adjustment is limited to documented increases and remains subject to Clause 14.1(e), provided the Contractor can still perform the Work(s).

29. AUDIT RIGHTS

29.1. Each Party, upon provision of reasonable notice and always within the regular business hours of the other Party, has the right to audit the other Party's records to ensure compliance with the Contract. Such right may be exercised by either Party during the term of the Contract and for a period of two (2) years following expiry or termination of the Contract.

29.2. If there is a reasonable risk, as solely determined by the Contractor, that the Contractor's commercially sensitive information not relevant to the purpose of the audit may be incorrectly disclosed, the Customer shall be obliged to have a neutral auditor perform the audit.

29.3. The Customer shall not have any right to view or audit any calculations or commercial models which form the basis of the Contractor's rates and prices, including the Contract Price.

30. THIRD PARTY RIGHTS

30.1. No part of the Contract shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a Party to the Contract, save for any indemnity given under Clause 11 or Clause 12. Notwithstanding the foregoing, the Contract may be rescinded, amended or varied by the Parties without notice to or the consent of any Third Party even if, as a result, that Third Party's right to enforce a term of the Contract may be varied or extinguished.

31. DATA PROTECTION

31.1. For the purposes of this Clause 31:

(a) the terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", and "Processing" shall have the meanings given to them in the GDPR (as defined in (b) below), and "Processes" and "Processed" shall be construed accordingly; and

(b) "Data Protection Legislation" means all applicable laws and regulations relating to the processing of Personal Data and privacy, including:

(i) the UK GDPR (as defined in section 3(10) (and supplemented by section 205(4)) of the Data Protection Act 2018) and the EU GDPR (Regulation (EU) 2016/679), to the extent applicable ("GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);

(iv) any other applicable laws, regulations, regulatory requirements and codes of practice relating to the processing of Personal Data and privacy,

in each case as amended, extended, re-enacted or replaced from time to time.

31.2. Each Party shall comply with all applicable Data Protection Legislation and privacy laws, including the GDPR, and acknowledges that each acts as an independent Controller in respect of Personal Data Processed under the Contract. Where a Party Processes Personal Data on behalf of the other, it shall do so only in accordance with the Controller's lawful instructions, implement appropriate technical and organisational security measures, ensure personnel confidentiality, not transfer or subcontract Processing without consent, assist with compliance and regulatory obligations (including in relation to Data Subject rights and Personal Data Breaches), promptly notify the Controller of any Personal Data Breach or regulatory correspondence, and, upon termination or expiry of the Contract, return or delete Personal Data unless retention is required by applicable law.

32. MEDICAL EVACUATION OF CONTRACTOR PERSONNEL

32.1. Notwithstanding any other provision in the Contract to the contrary, the Customer shall provide, at its sole expense, helicopter or other transportation as required for the medical evacuation of Contractor Group personnel from offshore locations in cases of urgent or emergency medical need arising at the Worksite(s). For the avoidance of doubt, the Contractor shall bear the costs of treating any illness or injury suffered by Contractor Group personnel in accordance with the Contract.

33. TRADE CONTROLS AND SANCTIONS

33.1. The Parties represent and warrant that they, and their respective Group members, shall comply with all applicable Trade Control Laws in relation to the Work(s) and that they all shall not export, transfer or transport to, or use any Work(s) in, a Sanctioned Country or a Restricted Country or in contravention of any export controls.

33.2. The Parties represent and warrant that they, and their respective Group members, are not, and will not become:

(i) organised under the laws of, or located, operating or ordinarily resident in, a Sanctioned Country or Restricted Country; and/or

(ii) part of nor owned or controlled by the government of a Sanctioned Country or a Restricted Country; and/or

(iii) a Restricted Party.

33.3. The Customer acknowledges that the Products, Hire Equipment and/or Services, technical data, software, documentation and any related know-how supplied under this Contract (together, the "Controlled Items") may be subject to export control, sanctions and trade compliance laws and regulations including, without limitation: (i) the laws and regulations of the United Kingdom (including the Export Control Act 2002 and the UK Export Control Order 2008); (ii) the laws and regulations of the European Union; and (iii) the laws and regulations of the United States (including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), regulations administered by the Office of Foreign Assets Control (OFAC), and any successor or equivalent regimes) (together, the "Export Control Laws").

33.4. The Customer shall be solely responsible for ensuring compliance with all applicable Export Control Laws in connection with its receipt, use, transfer, storage, disclosure, export, re-export or re-transfer of any Controlled Items. The Customer shall not, directly or indirectly, export, re-export, transfer, disclose or otherwise make available any Controlled Items: (a) to any country, territory, person or entity that is subject to embargoes, sanctions or trade restrictions under Export Control Laws; (b) to any person or entity listed on any denied, restricted or sanctioned party list; or (c) for any prohibited or unauthorised end-use, without first obtaining all required licences, approvals or Authorisations from the relevant governmental authorities.

33.5. The Customer shall provide the Contractor, promptly upon request, with complete, accurate and sufficient information regarding the end-use, end-user, destination, and any other information reasonably required to enable the Contractor to comply with Export Control Laws. The Contractor shall have no obligation to proceed with any supply, delivery or performance where it reasonably determines that doing so would, or might, result in a breach of Export Control Laws.

33.6. The Customer represents and warrants that neither it nor any member of its Group, nor any end-user, is subject to sanctions or otherwise restricted under applicable Export Control Laws, and that it shall not use the Controlled Items in any manner that would cause the Contractor to be in violation of such laws.

33.7. Any breach of this clause shall be deemed a material breach of the Contract. The Customer shall indemnify and hold harmless the Contractor Group from and against all losses, liabilities, damages, fines, penalties, costs and expenses arising out of or in connection with the Customer Group's failure to comply with Export Control Laws or this clause.

34. CYBER SECURITY

34.1. Each Party shall comply and shall ensure that its respective Group members shall comply, with all applicable cyber security, data security and information security laws and regulations in connection with the Contract and shall implement and maintain appropriate technical and organisational measures to protect its information systems and data against unauthorised access, loss, damage or cyber security incidents.

34.2. Each Party shall notify the other Party without undue delay upon becoming aware of any cyber security incident that materially affects, or is reasonably likely to materially affect, this Contract or the other Party or any of its respective Group members.

35. USE OF DATA / RESULTS

35.1. The Contractor shall have the right to use any data, information or results generated or derived from the provision of the Work(s), where applicable, for its internal business purposes, including improving its services and expertise, provided that such use does not disclose the Customer's Confidential Information or personal data and complies with applicable laws.