



**TERMS AND CONDITIONS – SALE, RENTAL AND SERVICES (Rev 07)**

**1. Definitions**

“**AFFILIATE**” shall mean 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 1162, Companies Act, 2006.

“**CONFIDENTIAL INFORMATION**” shall mean any supply, communication or exchange of information of any kind, including without limitation, know-how, drawings, data, documents, calculations, software or other technical material and also INTELLECTUAL PROPERTY or information related thereto.

“**CONSEQUENTIAL LOSS**” shall mean: i) Consequential or indirect loss under English Law; and ii) Loss and/ or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), or any other indirect or consequential loss or damage to the extent that these are not included in (i), and whether or not foreseeable at the effective date of commencement of the CONTRACT

“**COMPANY**” shall mean the person, persons, firm or company named in the ORDER to purchase SERVICES, hereinafter defined and shall include the COMPANY’s directors, officers and employees, legal personal representatives, successors and assigns.

“**COMPANY GROUP**” shall be the COMPANY, its CO-VENTURERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), successors, assigns and END CLIENT but shall not include any member of the CONTRACTOR GROUP.

“**COMPANY REPRESENTATIVE**” shall mean the person appointed by the COMPANY to be available and authorised to discharge the COMPANY’s obligations under the CONTRACT.

“**CONTRACT**” shall mean this document including any appendices attached hereto to include any formally accepted and agreed ORDERS issued hereto.

“**CONTRACTOR**” shall mean the person, persons, firm or COMPANY named in the ORDER to supply SERVICES, and shall include the CONTRACTOR’s directors, officers and employees, legal personal representatives, successors and assigns.

“**CONTRACTOR GROUP**” shall mean the CONTRACTOR, its subCONTRACTORS, its and their respective AFFILIATES its and their respective directors, officers and employees (including agency personnel), but not including any member of the COMPANY GROUP.

“**CONTRACTOR REPRESENTATIVE**” shall mean the person appointed by the CONTRACTOR to be available and authorised to discharge the CONTRACTOR’s obligations under the CONTRACT.

“**DELIVERY DATE**” shall mean the date(s) when the SERVICES will be delivered as specified in CONTRACT.

“**END CLIENT**” shall mean the ultimate person or body whom COMPANY has responsibility to perform their own scope of work which may include the whole of any part of the PRODUCTS and/or SERVICES under this CONTRACT WORKSITE under their own separate agreement, but that has no rights or duties whatsoever under the CONTRACT.

“**INTELLECTUAL PROPERTY**” shall mean all existing and pending Intellectual Property Rights of the CONTRACTOR including in and to all materials, documentation and information and data (including but not restricted to technical information and data and including information in computerised or whatever other form).

“**ORDER**” shall mean any Purchase Orders, Service Orders, Call off Orders and the like received from the COMPANY containing obligations to be met. “**PRODUCTS**” shall mean the items or materials to be provided for sale to COMPANY or use by the COMPANY in accordance with the CONTRACT.

“**SERVICES**” shall mean all work CONTRACTOR is required to perform according to the CONTRACT which shall include the provision of personnel, services and equipment rental.

“**WORKSITE**” shall mean the site and the lands, waters and other places where the SERVICES are to be performed including offshore installations or places of any kind, including all design offices, workshops and places where the SERVICES are being performed or where equipment, materials or supplies are being obtained, stored or used for the purposes of this CONTRACT.

**2. Interpretation**

2.1 In the event of any conflict, these terms shall prevail followed by any appendices thereto.

2.2 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

2.3 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

2.4 Unless the context otherwise requires, wording importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

**3. Invalidity and Severability**

If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The COMPANY and the CONTRACTOR agree to attempt to substitute, for any invalid or unenforceable provision, a valid and enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

**4. Contractors General Obligations**

4.1 The CONTRACTOR shall provide, on an EXW (Incoterms 2010) basis, management, supervision, personnel, materials and equipment, (except materials and equipment specified to be provided by the COMPANY), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as necessary for providing the same is specified in the CONTRACT.

4.2 Materials and equipment or parts thereof provided by the CONTRACTOR for which there is no detailed specification included in the CONTRACT shall meet the CONTRACTOR’s specifications and any other requirements of the CONTRACT.

4.3 In order to ensure the performance and completion of the SERVICES, the CONTRACTOR shall be responsible for the timely provision of all matters referred to in clause 4.1.

4.4 The CONTRACTOR shall afford the COMPANY reasonable access for the performance of their work or contracts and shall co-operate with such parties. Given access not impede/ hinder the CONTRACTOR in the performance of the CONTRACT and shall not contradict CONTRACTOR QHSE policies and procedures.

4.5 The CONTRACTOR shall be responsible for scheduling the delivery of the scope of work.

**5. Company General Obligations**

5.1 For the performance and completion of the PRODUCTS and/ or SERVICES, the COMPANY shall pay or cause to be paid to CONTRACTOR the amounts provided in the ORDER at times and in the manner agreed.

5.2 Surplus COMPANY materials in possession of the CONTRACTOR on completion of the WORK shall be returned to COMPANY. Any additional cost incurred by the CONTRACTOR will be borne by the COMPANY.

5.3 The COMPANY enters into the CONTRACT for itself and as agent for and on behalf of the other Co-Venturers. Without prejudice to the provisions of clause 30 and notwithstanding the above, all losses, damages, costs (including legal costs) and expenses recoverable by the COMPANY pursuant to the CONTRACT or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the COMPANY’s Co-Venturers and its and their respective AFFILIATES except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to the COMPANY or the CONTRACTOR under the CONTRACT. For the avoidance of doubt any and all limitations of the CONTRACTOR’s liability set out in the CONTRACT shall represent the aggregate cumulative limitation of liability of the CONTRACTOR to the COMPANY, its CO-VENTURERS and its and their respective AFFILIATES.

**6. Contractor to inform Company/ Company to inform Contractor**

6.1 The CONTRACTOR shall inform COMPANY of all things which in the opinion of the CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in the CONTRACT or conflicts with the applicable law. The COMPANY shall review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the PRODUCTS and/ or SERVICES affected. Subject to the provision of clause 11, the COMPANY shall issue a VARIATION if the CONTRACTOR can show that it has suffered delay and/ or incurred additional cost as a result of any such instruction.

6.2 In addition to any Health, Safety and Environment requirements, the CONTRACTOR shall notify the COMPANY of any accidents which occur in connection with the carrying out of the SERVICES and of any other incidents which occur which might affect the carrying out of the SERVICES or the CONTRACT.

6.3 The CONTRACTOR shall notify the COMPANY as soon as reasonably possible of any proposed or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completion of the PRODUCTS and/ or SERVICES.

6.4 The COMPANY shall without delay provide to the CONTRACTOR all information affecting the PRODUCTS and/ or SERVICES which the CONTRACTOR reasonably requires and requests from the COMPANY in order to properly perform the SERVICES in accordance with the CONTRACT.

6.5 The COMPANY shall ensure all monies due to CONTRACTOR are paid without delay in accordance with the CONTRACT.

**7. Assignment and Subcontracting**

7.1 Assignment - (a) CONTRACTOR or COMPANY may assign this CONTRACT but only with the express written permission of the other; (b) Where such assignment is agreed, the parties will sign without delay, a formal deed of assignment to be effective upon the written assumption by the assignee of its obligations under the CONTRACT.

7.2 Subcontracting - The CONTRACTOR shall not subcontract the whole of the SERVICES or any part of the SERVICES without the prior approval of the COMPANY which approval shall not be unreasonably withheld or delayed.

**8. Contractor Personnel**

8.1 The CONTRACTOR undertakes to provide sufficient personnel at all times to ensure performance and completion of the SERVICES in accordance with the provisions of the CONTRACT. If for any reason COMPANY requests fewer personnel than the CONTRACTOR has recommended, this will be at COMPANY’s sole risk.

8.2 All personnel employed on the SERVICES shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice.

8.3 The CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and save in so far as the CONTRACT otherwise provides, for their payment. Onshore transport, housing, maintenance and board and lodging will be charged to the client at cost plus 15%.

8.4 The CONTRACTOR shall ensure that all employees of the CONTRACTOR and any SUBCONTRACTORS who are engaged in the performance of the SERVICES, comply with all applicable laws.

**9. Defects Correction**

9.1 The CONTRACTOR warrants and guarantees that it has performed and shall perform the SERVICES in accordance with the provisions of the CONTRACT, and that the SERVICES will be free from defects. For SERVICES, the defects correction period is ninety (90) calendar days from the completion of the SERVICES.

9.2 The CONTRACTOR warrants and guarantees that it has supplied the PRODUCTS in accordance with the provisions of the CONTRACT, and that the PRODUCTS will be free from defects. The defects correction period for supply of products is Twelve (12) months commencing from delivery of the same

9.3 If COMPANY notifies the CONTRACTOR in writing of any defects in the PRODUCTS and/ or SERVICES within the Defects Correction Period as abovementioned, the CONTRACTOR shall replace the defective PRODUCTS (at CONTRACTOR’s sole option) and/ or re-perform the SERVICES.

For that part of the SERVICES or PRODUCTS re-performed or replaced the defects correction period will run from date when re-performance, rectification or replacement was completed.

**10. Variations**

10.1 The COMPANY has the right to request a variation to the SERVICES/ PRODUCTS being provided which is within the capability and resources of the CONTRACTOR.

10.2 The CONTRACTOR has the right to request a variation where it feels that such has become necessary through no fault of the CONTRACTOR.

10.3 Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of such, agreed mutually between both parties to the CONTRACT.

10.4 Once a variation has been agreed in writing between the parties, the CONTRACTOR shall proceed.

**11. Force Majeure**

11.1 Neither the COMPANY nor the CONTRACTOR shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence,

11.2 Force Majeure means an unforeseeable, irresistible occurrence without the fault or negligence of the party invoking the Force Majeure and which such party is unable to prevent or provide against by the exercise of reasonable diligence.

11.3 In the event of a force majeure occurrence, the party that is or may be delayed in performing the CONTRACT shall notify the other party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation.

11.4 Following notification of a force majeure in accordance with clause 11.3, the Parties shall meet as soon as reasonably possible to agree a mutually acceptable course of action to minimise any effects of such occurrence.

11.5 If the Force Majeure lasts or is likely to last for more than 90 days, either party shall be entitled to terminate the contract with no liability to the other for any costs incurred as a result of such termination.

**12. Suspension**

12.1 Company shall have the right to suspend the CONTRACT in whole or in part at any time by giving written notice to the Contractor.

12.2 In the event of such suspension, Contractor shall as soon as reasonably possible cease all affected Work and Company shall pay Contractor for all works completed up to and including the date of suspension and any charges required to cease work.

12.3 Upon notice by Company of its intention to lift any such suspension, Contractor shall re-commence the affected part of the CONTRACT as soon as reasonably possible.

12.4 Should the period of suspension last more than 30 days cumulative period, either party shall be entitled to terminate the Contract in accordance with clause 23 below.

12.5 CONTRACTOR has the right to suspend CONTRACT if COMPANY defaults on terms of clause 13 below.

**13. Terms of Payment**

13.1 The CONTRACTOR shall submit to the COMPANY an invoice on completion of the relevant section of the SERVICES and/ or in accordance with any specific milestones contained in the CONTRACT.

13.2 To the extent that payments to be made under the CONTRACT attract Value Added Tax, the CONTRACTOR shall issue to the COMPANY a proper Value Added Tax invoice, detailing the proper amount of such Value Added Tax payable. Value Added Tax shall be added to CONTRACT price as appropriate.

13.3 Within thirty (30) days from COMPANY receipt of a correctly prepared and adequately supported invoice, the COMPANY shall make payment to the CONTRACTOR.

13.4 The COMPANY shall notify the CONTRACTOR of any dispute on invoices, including reasons and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note, COMPANY is obliged to pay the undisputed part of such invoice as per the original payment terms. Each party will endeavour to resolve dispute without delay.

13.5 The COMPANY is not permitted to withhold monies due to the CONTRACTOR under this or any other contract with the COMPANY as a set off against disputes under this or any other contract.

13.6 Interest chargeable for late payment of correct and supported invoices shall be charged as per the then annual Bank of England “base rate” plus 3% per annum to be calculated pro rata on a daily basis.

**14. Taxes**

14.1 The CONTRACTOR shall be responsible for any taxes to the point of delivery as provided for in Clause 4.1 and in accordance with the provisions of clause 17, except as may otherwise be provided in the ORDER.



14.2 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY against all levies, charges, contributions and taxes of the type referred to in this Clause and any interest or penalty thereon which may be assessed, by any appropriate government authority of the UK, on the CONTRACTOR GROUP in connection with the CONTRACT and from all costs reasonably incurred in connection therewith.

14.3 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR against all levies, charges, contributions and taxes of the type referred to in this clause and any interest or penalty thereon which may be assessed by any appropriate government authority, on the COMPANY in connection with the CONTRACT and from all costs incurred in connection therewith, except those referred to above which the COMPANY is permitted to recover from the CONTRACTOR to all rental equipment supplied by CONTRACTOR shall remain at all times with CONTRACTOR.

#### 15. Title and Risk

15.1 Title - For PRODUCTS and/or SERVICES, where applicable, title will pass from the CONTRACTOR to COMPANY on payment or delivery, whichever is earliest, of the said PRODUCTS and/ or SERVICES. Title

15.2 Risk - COMPANY shall be responsible for risk or, loss or damage to the any PRODUCTS and/ or SERVICES, including rental equipment supplied by CONTRACTOR, at delivery EXW (Incoterms 2010), location as stated in the quotation.

#### 16. Patents and other Proprietary Rights

16.1 The COMPANY, END CLIENT, shareholders and affiliates shall only have a right to use the INTELLECTUAL PROPERTY (including data, drawings, specifications, and other technical information) supplied to COMPANY by CONTRACTOR in the context of the supply of PRODUCTS and/ or SERVICES as specified in the CONTRACT, and shall not have any right to sub-license or transfer the use of the INTELLECTUAL PROPERTY.

16.2 Where CONTRACTOR makes improvement in or to such INTELLECTUAL PROPERTY or technology, or develops new technology or inventions, the CONTRACTOR shall own all such INTELLECTUAL PROPERTY, technology, inventions, improvements, including drawings, specifications, calculations.

16.3 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from all claims, losses, damages, costs (including legal costs), expenses, liabilities of every kind and nature for, 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 COMPANY GROUP under the CONTRACT.

16.4 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from all claims, losses, damages, costs (including legal costs), expenses, liabilities of every kind and nature for, arising out of, any alleged infringement of any third party patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR GROUP under the CONTRACT

#### 17. Laws and Regulations

17.1 The CONTRACTOR shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the supply of PRODUCTS, SERVICES and/or the WORKSITE.

17.2 Should changes in any applicable laws, rules and regulations made after the effective date of the commencement of the CONTRACT, result in increased cost to the CONTRACTOR in performing the SERVICES and/ or the supply of PRODUCTS, the contract price shall be adjusted accordingly.

#### 18. Indemnities

18.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY 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 CONTRACTOR whether owned, hired, leased or otherwise provided by the CONTRACTOR; and b) Personal Injury including death or disease to any person employed by the CONTRACTOR and c) any 3<sup>rd</sup> party claims as a result of the CONTRACTOR.

18.2 The COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR 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 COMPANY GROUP, whether: i) Owned by the COMPANY GROUP, or ii) Leased or otherwise obtained under arrangements with financial institutions by the COMPANY GROUP, which is located at the WORKSITE, and; b) Personal injury death or disease to any person employed by the COMPANY GROUP; and c) any 3<sup>rd</sup> party claims as a result of the COMPANY GROUP.

18.3 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property, WORKSITE, plant or equipment of the COMPANY GROUP howsoever arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

18.4 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR from and against loss of or damage to such permanent third party oil & gas production facilities and pipelines.

18.5 All exclusions and indemnities given under this clause (save for those under clauses 18.1(c) and 18.2 (c) and clause 20) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

#### 19. Insurance by CONTRACTOR

19.1 The CONTRACTOR shall arrange suitable insurances and ensure that they are in full force and effect throughout the life of the CONTRACT. All such insurances shall be placed with reputable and substantial insurers: (a) Employers Liability and/or (where the jurisdiction of where the SERVICES is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the performance of the WORK to the minimum value required by any applicable legislation; (b) Public (including Products) Liability for any incident or any series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT in an amount not less than GBP £5,000,000 per occurrence;

#### 20. Consequential Loss

Notwithstanding any provision to the contrary elsewhere in the CONTRACT both Parties shall save, indemnify, defend and hold harmless the other from its own Consequential Loss, howsoever incurred.

#### 21. Confidentiality

21.1 Both parties agree that, in consideration for the benefit of being shown or told about CONFIDENTIAL INFORMATION belonging to the other, the recipient party shall not disclose or cause to be disclosed, disseminated or distributed (whether directly or indirectly) any information to any person, entity, business or other individual or company without the prior consent, in writing, each time, of the disclosing party.

21.2 Both parties agree not to use, either directly or indirectly, any of the material, ideas, objects or portions thereof of the CONFIDENTIAL INFORMATION disclosed by one party in any manner whatsoever without prior written consent of the other party which consent may be subject to such conditions as the other party may in the circumstances deem to be reasonable.

21.3 Ownership of CONFIDENTIAL INFORMATION shall remain the property of the disclosing party. No licence is granted hereunder to the recipient and no licence shall be deemed to have arisen.

21.4 COMPANY shall undertake to ensure that any permitted person, entity, or member of COMPANY group with whom CONTRACTOR CONFIDENTIAL INFORMATION is shared, is subject to a back to back confidentiality arrangement of at least the same significance and duration as this CLAUSE 21 obligation on COMPANY.

#### 22. Customs

All import/ export taxes and duties payable on CONTRACTOR materials, goods, tools, equipment and supplies required for the CONTRACT where applicable, shall be for COMPANY's account.

#### 23. Termination

23.1 The COMPANY shall have the right by giving notice to terminate all or any part of the SERVICES or the CONTRACT at such time or times as the COMPANY may consider necessary for the following reasons: (a) in the event of material default on the part of the CONTRACTOR which CONTRACTOR is unwilling or unable to rectify upon receipt of written notice of such from the COMPANY; OR (b) in the event of the

CONTRACTOR becoming bankrupt or making a composition or arrangement with its creditors or a winding up order of the CONTRACTOR being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 Insolvency Act 1986.

23.3 In the event of the COMPANY giving the CONTRACTOR notice of termination of all or any part of the SERVICES or the CONTRACT, such notice shall become effective on the date of receipt of the notice whereupon the CONTRACTOR shall cease performance of the SERVICES or such part thereof as may be specified in the notice, as soon as it is safe to do so;

23.4 In the event of termination of the CONTRACT in accordance with clause 23.1(a) clause 23.1(b) the CONTRACTOR shall be entitled to payment for that part of the WORK completed in accordance with the CONTRACT and any committed costs up to the date of termination.

23.5 The CONTRACTOR shall have the right by giving notice, to terminate all or any part of the SERVICES or the CONTRACT upon non-payment of correctly prepared and submitted invoices by the COMPANY which is contrary to the provisions of clause 13.

23.6 In the event of termination of the CONTRACT the rights and obligations of the parties included in the following sections and clauses shall remain in full force and effect: (i) Clauses 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29 and 30; and (ii) Any additional clauses which have been agreed between the parties to remain in full force and effect on termination of the contract.

#### 24. Audit and Storage of Documents

During the course of the SERVICES and for a period ending two (2) years thereafter, the COMPANY or its duly authorised representative shall upon written request to the CONTRACTOR, have the right to audit at a reasonable time and, to view such CONTRACTOR records relating to the CONTRACT but not the makeup of rates and lump sums included in the CONTRACT or other sensitive technical data.

#### 25. Liens

25.1 The CONTRACTOR shall not claim any lien or attachment on the WORK or on any property of the COMPANY in the possession of the CONTRACTOR or at the WORKSITE.

25.2 Without prejudice to any other provisions of this clause 25, the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY from and against all liens or attachments by any SUBCONTRACTORS in connection with or arising out of the CONTRACT and shall notify the COMPANY of any possible lien or attachment which may affect the WORK or any part thereof.

#### 26. Business Ethics

26.1 Both Parties shall uphold the highest standards of business ethics in performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the parties.

26.2 Neither party shall knowingly involve itself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other party and as a minimum shall comply with all relevant legislation in the jurisdiction of the contract parties.

26.3 Both the CONTRACTOR and the COMPANY agree that they will not, directly or indirectly, receive from, or give or offer to give to any member of the COMPANY GROUP or CONTRACTOR GROUP, or to other contractors or suppliers, or to government officials or any other persons anything of material value which would be regarded as an improper inducement to any party. Any breach of this obligation shall constitute a material breach of the CONTRACT.

26.4 The Parties will not tolerate any conduct which could be or is in breach of any laws or regulations in relation to anti-slavery, human trafficking or any such other considerations.

26.5 COMPANY agrees that it will take all necessary actions to ensure that it does not breach the Criminal Finance Act 2017 or any other legislation of this nature.

#### 27. General Legal Provisions

27.1 Waiver - None of the CONTRACT terms and conditions shall be considered to be waived by either party unless a waiver is given in writing by one party to the other. No failure on the part of either party to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms.

27.2 Retention of Rights - Subject to the provisions of clauses 18 and 28, unless otherwise specifically stated in the CONTRACT, both the COMPANY and the CONTRACTOR shall retain all rights and remedies, both under the CONTRACT and at law, which either may have against the other.

27.3 Contractors Affiliates. Any limitations of liability given by the COMPANY to the CONTRACTOR under the CONTRACT shall include the AFFILIATES of the CONTRACTOR.

27.5 Proper Law and Language - The CONTRACT shall be construed and take effect in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

27.7 Entire Agreement - The CONTRACT constitutes the entire agreement between the parties hereto with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the parties to the CONTRACT.

27.8 Mitigation of Loss - Both Parties shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other party.

#### 28. Limitations of Liability

Each party's total cumulative liability to the other under the CONTRACT shall be limited to and not exceed One hundred per cent (100%) of the CONTRACT price unless this limit is not permitted at law or in tort. Provided, however, that the above limitations shall not apply to any liabilities assumed by the CONTRACTOR under clauses 14, 16, 17 and 18.

#### 29. Resolution of Disputes

29.1 Any dispute between the COMPANY and the CONTRACTOR in connection with or arising out of the CONTRACT or the work shall be resolved by means of the following procedure:- (a) the dispute shall initially be referred to the COMPANY REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE who shall discuss the matter in dispute and shall make all reasonable efforts to reach an agreement: (b) If no agreement is reached under clause 30.1 (a) above the dispute shall be referred to the Managing Directors of the COMPANY and the CONTRACTOR

29.2 Where agreement cannot be reached on a particular dispute, either party will be entitled, to take appropriate action in the courts of the United Kingdom to resolve the dispute.

#### 30. Contracts (Rights of Third Parties) Act

30.1 The parties hereto agree that the Contracts (Rights of Third Parties) Act 1999 shall only apply to this CONTRACT to the extent that any third party who has been granted an express benefit in terms of this CONTRACT (and not any other third party) (each of such third parties being hereinafter referred to as a "Third Party Beneficiary") shall be entitled in its own right to enforce the benefit only of the indemnities given to it in terms of Clauses 18 and 19 (but not in any other respect).

30.2 In the event of a breach of a Third Party Beneficiary's rights under the CONTRACT the remedies of such Third Party Beneficiary shall be limited to a claim for damages.

30.3 Notwithstanding any other provision of the CONTRACT, no Beneficiary Third Party shall be entitled to assign any benefit conferred on it pursuant to the CONTRACT.

30.4 No right of any party to agree any amendment, variation, waiver or settlement under or arising from or in respect of the Contract, or to rescind or terminate the Contract, shall be subject to the consent of any Third Party Beneficiary who has rights to enforce a term of this Contract by virtue of clause 30.1 above, even if as a result that Third Party Beneficiary's right to enforce a term of the Contract will be varied or extinguished

#### 31. Health, Safety and Environment

31.1 The CONTRACTOR GROUP places prime importance on health, safety and environment (hereinafter "HS&E") issues and subscribes to and actively pursues the highest standards of HS&E performance.

31.2 The CONTRACTOR shall take responsibility for the adequacy, stability and safety of its operations and methods necessary for the performance of the SERVICES in accordance with its HSE policies.

31.3 The CONTRACTOR shall co-operate with the COMPANY in providing an appropriate response to any emergency occurring at the WORKSITE and take such immediate action as may be necessary to protect life and make safe property where same is in danger.



**32. Non Solicitation**

Neither party shall, directly or indirectly, solicit or entice away (or attempt to solicit or entice away) from the employment of the other any person employed or engaged by the other at any time during the CONTRACT duration or for a further period of Twelve (12) months after the expiry or termination of the CONTRACT other than by means of a national advertising campaign open to all and not specifically targeted at any of the staff of the other party.

**33. Use**

The CONTRACTOR will not be liable for any loss or damage resulting from failure of COMPANY to use the PRODUCTS in accordance with any specific operating conditions set out in the PURCHASE ORDER or otherwise delivered with the PRODUCTS.

**34. Documentation**

The CONTRACTOR will provide the COMPANY with only such documentation, in the CONTRACTOR's usual format, as detailed in the ORDER.

**35. Rental Equipment**

35.1 Rental equipment is chargeable EXW (incoterms 2010) from CONTRACTOR's nominated base and terminates until return to the same.

35.2 In the event of COMPANY imposed delays to agreed mobilisation dates, a standby rate of 70%, unless otherwise specified, will apply for both CONTRACTOR equipment and personnel. Where 3rd Party equipment is included in the CONTRACTOR scope, standby of 100% of the working rate shall apply.

35.3 If rental equipment, requires major repair to return it to full working condition, it will be repaired by the CONTRACTOR and the cost of such repairs shall be borne solely by the COMPANY.

**36. Offshore or site based Personnel**

36.1 CONTRACTOR's personnel shall be charged at full day rate for each day, or part of a day from the time of scheduled check-in or arrival at the designated departure point, until return to the designated departure point. COMPANY will transport CONTRACTOR's personnel between the designated departure point and the offshore installation and back.

36.2 All accommodation and subsistence on or offshore shall be to COMPANY's account.

36.3 In the event of any delay in departure, CONTRACTOR's personnel shall remain at the departure point until stood down by COMPANY. Should such delay mean CONTRACTOR personnel remain on standby overnight, COMPANY shall reimburse reasonable documented hotel and associated costs.

36.4 Any offshore daily rate(s) contained within the CONTRACT shall apply for each day spent working offshore. The offshore working day is a 12- hour day. Client approved overtime is charged at CONTRACTORs standard overtime rates. Specific training requirements of the COMPANY for CONTRACTOR personnel shall be charged at CONTRACTOR standard day rates. A full day rate shall be charged for mob/ demob days together with specified Mob/demob fee.

36.5 If crew change is required 21 days after mobilisation date, normal mob/demob charges apply. There will also be a chargeable period of overlapping day rates during crew change to maintain personnel levels.

**37. Personal Data Protection**

Where applicable in the performance of the SERVICES, the Parties shall be aware of and adhere to Regulation (EU) No. 2016/679 (General Data Protection Regulation (GDPR)) and any other applicable laws, statutes and regulations in relation to the protection of personal data.