# **CSignum Limited Purchase Order Conditions**

This Agreement replaces and supersedes all other prior oral and written agreements between the Parties in respect of the Goods and Services. Any Supplier conditions of contract which are included with any acknowledgement of order or invoice or other documentation are expressly excluded from the Agreement, and shall not be deemed to become part of the Agreement by virtue of the Customer's acceptance of the Goods or Services, payment of invoice(s) or otherwise. This Agreement shall take effect from the date of Agreement Acceptance (as defined below).

1. DEFINITIONS

### DEFINITIONS

- ing definitions shall be used for the purpose of interpreting this Agreement. Further definitions not
- The following definitions shall be used for the purpose of interpreting this Agreement. Further definitions not contained in this clause shall apply to the clause in which they are stated and subsequent clauses.

  "Agreement Acceptance" means acceptance of this Agreement by the Supplier in writing no later than five (5) busined days after the date of the Purchase Order either by (i) signing and returning the acknowledgement copy of the Purchase Order or (ii) where the Parties have agreed in writing, by e-mail, or such other means as agreed. If the Supplier falls to confirm acceptance in writing the Supplier shalls be deemed to have accepted the Agreement automatically as soon as it commences to perform any of its obligations under this Agreement.

  "Affiliate(s)" means in relation to any Party a subsidiary or holding company of that Party and any subsidiary of that holding company. For the purpose of this definition "subsidiary" and "holding company" shall have the meaning assigned to it under section 1159 of the Companies Act 2006.

  "Agreement" means the Conditions, the Purchase Order together with any specifications, and other documents referenced in the Durchase Order to the Contractions. 1.1
- 1 2
- 1.3 referenced in the Purchase Order by the Customer.
- 1.4
- referenced in the Purchase Order by the Customer.

  "Business Day" means a day other than Saturday or Sunday or a bank holiday or public holiday in England and "Business Days" shall be construed accordingly.

  "Customer" means the CSignum Limited entity referred to in the Purchase Order.

  "Customer Group" means Customer, its Co-venturers, its Client (from time to time), its other subcontractors of any tier, and its and their Affiliates and its and their respective officers, directors, agents and employees (including agency personnel).

  "Claims" means all claims, actions, demands, losses, damages, liabilities, awards, costs and expenses including legal expenses.
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- reasons an early actors, cereasons attached to the Purchase Order.

  "Conditions" means these general conditions attached to the Purchase Order.

  "Consequential Losses" means (i) consequential or indirect losses, (ii) loss and / or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any) in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the date of Agreement Acceptance of the Purchase Order in writing or automatically as appropriate.

  "Supplier" means the company, firm or individual designated as such in the Purchase Order.

  "Supplier Group" means the Supplier, its subcontractors, its and their Affiliates and its and their respective officers, directors, agents and employees (including agency personnel).

  "Co-venturers" means any other entity with whom the Customer is or may from time to time be a party to a joint operating agreement of initiation agreement or similar agreement relating to the operations for which the Goods are being acquired and the successors in interest of such Co-venturers or the assignee of any interest of such Co-venturers.
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- Verticuter.

  "Deliver" has the meaning set out in clause 6, and "Delivery" and "Delivered" shall be construed accordingly.

  "Goods" means all products, supplies, materials, and/ or equipment to be supplied by the Supplier as required by this

- Agreement.

  "Group" means Customer Group or Supplier Group as the context so requires.

  "Party" means the Customer or the Supplier (as the case may be) and "Parties" shall mean both of them.

  "Purchase Order" means this purchase order form and the Conditions.

  "Services" means the Services and all related activities (including without limitation the provision of all necessary materials, reports and items of equipment) to be performed by the Supplier as required by this Agreement.

  GOODS/SERVICES. 1.18
- GOODS/SERVICES
  The Supplier shall supply the Goods and / or perform the Services (as the case may be) in accordance with this Agreement. The Supplier shall carry out all of its obligations under this Agreement, supply the Goods and / or perform the Services (as the case may be) with all due skill, care and diligence and with the skill to be expected of a reputable Supplier experienced in the supply of Goods and/or performance of Services as required by the terms of this
- Agreement.
  Time is of the essence and Supplier undertakes to supply the Goods and/or perform and complete the Services (as the case may be) in accordance with the date(s) specified in the Purchase Order and where no date is specified, timeously 2.2 in the sole opinion of the Customer COMPENSATION

- In the sole opinion of the Customer.

  COMPENSATION

  In return for the Delivery of the Goods and / or proper and complete performance of the Services (as the case may be) in accordance with the requirements of the Agreement Customer shall pay to the Supplier the rates and prices set out in the Agreement. The rates and prices set out in the Agreement. The rates and prices shall be firm and shall not be subject to escalation. U.K. Value Added Tax shall (or local equivalent), where applicable, be payable in addition to the rates and prices (subject to receipt of a valid VAT invoice).

  RIVOLINGA NOR PAYMENT

  Unless otherwise agreed, Supplier shall invoice Customer on Delivery of the Goods and / or completion of the Services (as the case may be) (including the provision of all required reports and documents in a form satisfactory to the Customer) in accordance with this Agreement. Except where Customer disputes an invoice, Customer shall make payment to Supplier within forty-inv (65) days of receipt of the Supplier's valid invoice. Payment by the Customer shall consider of an invoice shall not prejudice its right in the future to dispute any part of any twoice. All invoices rendered by the Supplier to the Customer shall consider shall consider the supplier are single under this Agreement or any other contract between Customer and Supplier.

  PARTICIPATION AND CONTRACE WITH LAW

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  READ CONTRACE AND COMMANCE WITH LAW

  Cooks, the Services of Delivery of the Goods and addition performance of the Services shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the Goods, the Services, the place of delivery of the Goods and during performance of the Services shall comply with the terms of such license, permits, consents and authorisations. Nave been obtained p
- 5. 5.1
- 5.2
- commencing the Services or Delivery of the Goods and during performance of the Services shall comply with the terms of such license, permits, consents in adauthorisations. Supplier shall assume all liability for and shall save, defend, hold harmless and indemnify the Customer Group against all Claims arising from, relating to or in connection with the violation of clause 5.1 or 5.2 arising from, relating to or in connection with the performance or non-performance of this Agreement whether such violation is claimed to have been by the Supplier or its subcontractors, or by any of its or their employees, servants, agents, or representatives. DELIVERY, INSPECTION AND TESTING. 5.3
- DELIVERY, INSPECTION AND TESTING
  Supplier shall beliver the Goods frCA (in accordance with the latest edition of INCOTERMS) to the place and on the date stated in the Purchase Order, together with all necessary customs invoices and delivery notes, advice notes, bits of lading and other documents ordinarily accompanying the Goods ("Deliver"). Any failure in Delivery, including partial delivery (unless otherwise agreed in writing), shall be a material breach of Supplier's duties. Supplier shall immediately notify Customer in writing of any anticipated delay or deviation involving the Goods. If the Supplier fails to deliver the Goods on the dated stated in the Purchase Order (pre-real hall be paid to the Customer one percent (1%) of the rates and prices in the Purchase Order for each week (or pro-rata part thereof) between the date specified in the Purchase Order and the actual date of delivery. The total amount so paid shall not exceed ten percent (10%) of the rates and prices in the Purchase Order. Customer shall upon receipt of any Goods perform a reasonable inspection of them. Customer may, a Supplier's risk and expense, return any Goods not complying with the requirements of the Agreement. Any inspection, testing or review by Customer or failure to inspect, test or review shall in no way relieve supplier of the Ords bigations under this Agreement. Supplier shall northly Customer and institute of the Goods sping obsolete or Supplier ceasing to actively supply the Goods. Spares, where applicable, shall be made available for a pre- determined period of time agreed by Supply.
- 6.2
- prior to the Goods going obsolete or Supplier ceasing to actively supply the Goods. Spares, where applicable, shall be made available for a pre- determined period of time agreed by Supplier.

  On delivery of the goods the Customer will be afforded a fourteen (14) day period in which to return any unused items at no expense to the Customer.

  Customer shall be entitled to inspect, test and review the Services at all reasonable times. Customer shall inform Supplier if it discovers that the Services (or any part thereof) do not comply with the requirements of this Agreement, and Supplier and likely introduced part when whatever remedial action is necessary, at the Supplier's expense, to ensure such compliance. Any inspection, testing or review by Customer or failure to inspect, test or review shall in no way relieve Supplier of its obligations under this Agreement.

  PACKAGING AND TRANSPORTATION

  PACKAGING AND TRANSPORTATION
- - PACKAGING AND TRANSPORTATION

    Supplier shall pack and secure the transportation of the Goods in ways that are safe, secure and suitable for the Supplier shall pack and secure the transportation of the Goods in ways that are safe, secure and suitable for the nature of the Goods. Customer will pay no charge for packaging, cartage or crating, Supplier shall ensure the Goods' packing and related delivery documents are marked clearly with Customer's name, address and Purchase Order number, the place of delivery and, if relevant, the consignee's name, address and other contact details. Customer shall not be obliged to return to Supplier any packaging or packing materials for the Goods, whether any Goods are accepted by Customer or not. Supplier shall denoted the supplier shall packaging or packing materials for the Goods, whether any Goods are accepted by materials) on the packaging. TITLE AND ROS.
- - ITILE AND MISK
    Without prejudice to Customer's rights and remedies herein, title and risk to the Goods shall pass to Customer on Belivery, provided that Supplier remains fully responsible for risk to or loss of or damage to all Goods until Delivery. Title and risk in any Goods provided by the Supplier which do not comply with the requirements of the Agreement and which are rejected by the Customer or any unused items returned to the Supplier shall re-vest immediately in and which are rejected by the Customer or any unused items returned to the Supplier shall re-vest immediately in the Supplier. The Supplier shall re-vest immediately in the Supplier shall result in the Supplier shall be responsible for and shall defend, indemnify and hold the Customer Group harmless from and against any and all claims, demands, losses, damages or cost (including legal Teels) expenses and liabilities in respect of all liens and attachments by any of their Subcontractors or third parties in connection with or arising out of the Agreement. PERFORMANCE OF SERVICES
    Supplier shall perform the Services so as to ensure that they meet in full the Customer's requirements as set out in this Agreement and will in every respect the fift for purpose. Without prejudice to the generality of the foregoing, the Supplier shall carry out all of its obligations under the Agreement in accordance with the schedule specified

in the Purchase Order or, where no schedule is specified, timeously in the sole opinion of the Customer and shall perform the Services with all due care and diligence and with the skill to be expected of a reputable Supplier experienced in the type of work to be carried out under the Agreement. The Supplier shall be deemed to have satisfied itself, before entering into this Agreement, as to the exent and nature of the Services to be performed, including but not limited to the class, quantity and quality of materials, requirements of equipment, labour, consumables and facilities and conditions at the locations where the Services are to be performed.

WARBANTES AND UNDERTAKINGS

WARRAMTES AND UNDETAKINGS
Supplier warrants and undertakes that: (a) the Goods shall be new, of good quality and workmanship, free from defects, fit for the intended purposes and comply in full with the requirements set forth in the Agreement, including any specifications; (b) it shall perform the Services with all due care and diligence and with the skill to be expected of a reputable Supplier experienced in performing work of a similar nature to the Services and in accordance with good industry practices; (c) all Goods shall be free from defects for a period of twelve (12) months from installation or eighteen (18) months after Delivery, whichever is the earlier and repair or replacement of the Goods shall likewise be warranted for twelve (12) months, provided the total warranty period shall be twenty-four (24) months from Delivery; and (13) Supplier warrants the Services against any omissions, fallure, defects or otherwise unacceptable performance or results therefrom during Supplier's performance of the Services, and within one hundred and twenty (12) dusty from the date of remoletion of the Services by the Survines of and acceptable of the Services by the Survines of the Services who furst survivales. performance or results therefrom during Supplier's performance of the Services, and within one hundred and twenty (120) days from the date of completion of the Services by the Supplier and acceptance of the Services by the Customer. Upon notice from the Customer, Supplier shall promptly remedy any such omissions, failure, defects or otherwise unacceptable performance or results from the Services at its own cost and in the case of Goods shall include the replacement or repair of the same at the Customer's sole discretion, fating which Customer may arrange for the required remedial action to be carried out by a third party, whereupon Customer shall be entitled to recover all costs of so doing from Supplier. The foregoing warranty period and obligations shall apply again in a like manner to the Goods and / or Services in the event of their being remedied and accepted.

This Clause 10 shall be in addition to and without preduction to any other rights and remedies available to the Customer hereunder or at law in the event that the Goods or the Services do not comply with the foregoing provisions of this Clause 10.

The Supplier will pass through to the Customer any third party vendors and/or manufacturers warranties for the

FORCE MAJEURE

Neither Supplier nor Customer shall be liable to the other or be deemed to be in breach of this Agreement by re of any delay in performing, or any failure to perform, any of its obligations under this Agreement if the delay or fail is insurmountable, unforeseen and entirely beyond that Party's reasonable control and without its fault or neglige Without prejudice to the generality of the foregoing, the following shall be regarded as causes insurmounta unforeseeable and entirely beyond either Party's reasonable control:

(a) act of God, explosion, flood or tempest but excluding weather conditions as such, regardless of severity;

unforeseeable and entirely beyond either Party's reasonable control:

a act of God, explosion, flood or tempest but excluding weather conditions as such, regardless of severity;

(b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

c) changes to (or the introduction of) any acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of and governmental, parliamentary or local authority;

(d) strikes, lock-outs or other industrial actions or trade disputes (other than those solely involving Supplier's or sub-contractor's employees and personnel);

(e) pandemics and epidemics.

TERMINATION

Customer shall compensate Supplier for (a) Services satisfactorily performed and completed up to or (b) Goods that meet the requirements of the Agreement which are Delivered prior to, the date of termination. Nothwithstanding the foregoing, if Supplier:

(a) makes any composition or arrangement with its creditors, becomes insolvent, is declared bankrupt, has a receiver, administrator or manager appointed, or enters into liquidation, either voluntary or compulsory or a winding up order is made; or

(b) commits a breach of any of the provisions of this Agreement and, in the case of such breach which is capable of remedy, falls to remedied;

Then Customer's operational requirements) after receipt of notice giving particulars of the breach and requiring it to be remedied;

Then Customer's application to the functioner, or failure to follow a schedule which in Customer's reasonable opinion will enable such date to be achieved, or other failure to rollow a schedule which in Customer's reasonable opinion will enable such date to be achieved, or other failure to rollow a schedule which in Customer's reasonable opinion will enable such date to be achieved, or other failure to rollow a schedule which in Customer's reasonable opinion will enable such date to be achieved. opinion will enable such date to be achieved, or other failure to perform Services or Deliver the Goods which affects or in the Customer's sole opinion, is likely to affect the Supplier's ability to meet requirements of the Agreement. Except for sums due for Services properly completed in accordance with the Agreement or Goods which are Delivered which meet the requirements of the Agreement, Customer shall not be lable to pay Supplier any further monies in respect of the Services or Goods and shall be entitled to recover any monies already paid. Supplier shall assume all itability for and shall defend, indemnify and hold Customer Group harmless from and against all costs, clabilities, expenses or damages incurred by Customer and directly attributable or related to Supplier's breach as

## HEALTH SAFETY SECURITY AND

HEALTH SAFETY SECURITY AND EVANCONFORM THE SEPHIOLOGY (\*\*PSEC\*\*) Where Supplier is performing the Services or Delivering the Goods at a site(s) owned or provided by Customer Group, Supplier shall strictly observe Customer's, or Client's or Customer's subcontractor(s)' HSSE policies and requirements (copies of which are available for inspection upon written request) relating to the Services and/or Goods and ensure that it's personnel (including agency personnel) and the personnel (including agency personnel) are trained as a minimum to those standards employed by Customer, or Client or Customer's subcontractor(s). The Supplier shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessing for the performance of the Services of Delivery of Goods and shall amanage and control all HSSE risks in or associated with performing the Services or Delivery of Goods to the satisfaction of the Customer and shall procure that its subcontractors observe and comply with the Customer's HSSE policies and requirements and that its Subcontractors manage and control all HSSE risks in or associated with performing the Services or Delivering the Goods to the satisfaction of the Contractor. Fallerure to adhere to the Customer's HSSE policies and requirements or to satisfy the Customer's reasonable requirements or to satisfy the Customer's reasonable requirements or to satisfy the Customer's reasonable requirements with regard to the control of HSSE risks in any material aspect will be regarded and use cause for the Customer, at its sole discretion (i) suspending all or any part of the performance of the Services and the counter of the Services or Delivering the Counter of the Deformance of the Services or Delivering the Services or Delive

satisfaction of the Contractor. Failure to adhere to the Customer's 1855 policies and requirements or to satisfy the Customer's reasonable requirements with regard to the control of 1855 fishs in any material aspect will be regarded as due cause for the Customer, at its sole discretion (i) suspending all or any part of the performance of the Services or Delivery of Goods and / or (ii) gliving notice to terminate all or any part of the Services, Goods or this Agreement in accordance with Clause 12.2(b). For Services performed offshore, Supplier's personnel shall not begin mobilisation unless they have received applicable safety and survival training, have been passed as medically fit and hold valid certificates. Supplier shall be responsible for providing its personnel with suitable protective/s affect (orbiting and equipment, and all tools and materials required for the Services (unless otherwise expressly provided within this Agreement). Supplier shall ensure that its subcontractors comply fully with the requirements of this Clause 13.2.

When Services are being performed offshore, Supplier shall comply and shall procure that its personnel (including any agency personnel) and all subcontractors and their personnel (including any agency personnel) and all subcontractors and their personnel (including any agency personnel) shall comply with all requests and instructions of the duty holder of the relevant installation (whether the Customer or not) and any failure to so comply shall be a material breach of this Agreement.

OFFSINGE TRANSPORTATION

When Services are to be provided offshore and only to the extent that Customer has been provided with similar provisions in the main contract with its Client; the Customer shall provide at no cost to the Suppleir all routine and material which are capable of transportation by lettoopter or supply boat between the Customer to supplier or supply and the offstore installation on or in the vicinity of which the Services are to be performed. The costs of non-routine transport

ITLE 10 IH: SEVICLS AND PASSING OF RISK

All data, drawings, reports, technical documents and all other information supplied by the Customer to Supplier or produced by Supplier as part of the Services (together with the copyright, design rights or any other intellectual property rights in such information or arising therefront) shall be the exclusive property of Customer. All risks of social results of or damage to materials and items of equipment shall be borne solely by Supplier until completion of the Services and acceptance by Customer.

INTELLECTUAL PROPERTY

Any information, property or materials in whatever form or format furnished by Customer directly or indirectly to Supplier to facilitate performance under this Agreement, and any invention, know-how, design or copyright arising from development of any Goods or Services specifically produced for Customer (b) Supplier, shall (i) belong exclusively to Customer, (b) he held in strict confidence during and after the performance of this Agreement by Supplier and not transferred by Supplier to any third party without Customer's prior written consent, and (iii) be used exclusively by Supplier to complete the Agreement. Any Customer'-Inmished property and materials shall be at Supplier's risk and maintained in good order and condition from the time of dispatch from Customer's premises until returned thereto along with any Customer-furnished information, copies and reproductions thereof, which shall be returned to Customer within five (i) days after completion, termination or cancellation of the Agreement. Supplier shall co-perate with the Customer as required to bye full effect to this provision.

Except in so far as attributable to fault of Customer, Supplier agrees to indemnify and hold Customer Group harmless from and against any loss, liability, damage or claim including, but not limited to, legal costs incurred by Customer as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, daysepringly, trade mark or name or any other intellectual property rights relating to the performance of this Agreement.

- as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, copyright, trade mark or name or any other intellectual property rights relating to the performance of this Agreement. Further, at Customer's option, Supplier shall defend at its own expense any claim which would allow Customer to invoke such indemnity. The foregoing indemnity is conditional upon (i) prompt written notice of any claim to Supplier if a claim is made against Customer, and (ii) reasonable co-operation and assistance by Customer in the defence and settlement of such claim at the expense of Supplier. If any Goods or Services become, or in the Customer's reasonable, are likely to become, the subject of an infringement claim, Supplier shall at Customer's discretion either (a) procure for Customer the right to continue the use thereof, or (b) replace or modify the same so that it becomes non-infringing (providing that the same level of Innctionality is maintained).

  The provisions of this clause 16 shall survive the expiration, cancellation or termination of this Agreement.

# **CSignum Limited Purchase Order Conditions**

- TAXATION

  Supplier shall pay all taxes, duties, levies, charges and contributions (including national insurance and social security benefits) assessed against it in connection with the delivery of Goods and or Services and shall defend, indemnify and hold Customer Group harmless from and against any cause, proceeding, loss, liability or payment:

  a) in respect of any such taxation, duties, levies, charges and contributions (including fines, penalties and interest) assessed on Supplier, its subcontractors, its or their employees, or on any other party connected with Supplier

  - which might have been assessed or assessable as aforesaid but for Customer having been first required to make
- 17.2
- 17 3
- 17 4 which may be assessed, by any appropriate government authority whether of the United Kingdom or elsewhere, on the Supplier Group in connection with any breach of such applicable laws and from all costs reasonably incurred in con
- Customer reserves the right to audit all of Supplier's books of account and related documentation in respect of the Agreement for a period of six (6) years after completion and acceptance of the Services by Customer. VARIATIONS
- VAMALIUM.

  Lustomer may at any time by written notice to Supplier require any variation to be made to the Services or Goods which, in either case, is within Supplier's capability. Supplier shall proceed with the variation notwithstanding that Agreement has not been reached as to any resultant price or schedule impacts. When such timpacts are agreed, he variation shall be
- confirmed in writing.
  ASSIGNMENT AND SUB-CONTRACTING
- RADIOWER I AND SUB-CONTRACTING
  This Agreement or any part of it or any benefit or interest in it or under it may be assigned by Customer to any of its Affilates or Co-enturers without supplier's consent.
  The performance of the Services may not be sub-contracted or assigned without Customer's prior written approval. Supplier shall be accountable for the acts and omissions or default of all of its Sub-contractors.
  CONFIDENTIALITY
- 20.2
- 21.
- All designs, drawings, specifications and data (in whatever form), and information concerning Customer's business, provided to Supplier by Customer or otherwise arising out of this Agreement, shall be treated as strictly confidential and shall not be discored by Supplier or its Subcontractors to any third party whatever. This obligation as to confidentially shall remain in full force and effect notwithstanding Delivery of Goods or failure to Deliver the Goods and / or completion or earlier termination of the Services.

  INDEMNITES

  Customer's hall be responsible for and shall defend indicate.
- 22.1
- IITES
  or shall be responsible for and shall defend, indemnify and hold Supplier Group harmless from and against any claims, demands, losses, damages or cost (including legal fees) expenses and liabilities in respect of:
  personal injury to, including death or disease of any person employed by or engaged on behalf of the Customer Group arising from, relating to or in connection with the performance or non performance of this Agreement.

  - loss of or damage to the property of the Customer Group which is located at the site(s) of performance of the
  - loss of or damage to the property of the Customer Group which is located at the site(s) of performance of the Services arising from, relating to or in connection with the performance or non-performance of this Agreement; personal injury to including death or disease or damage to or loss of the property of any third party to the extent such injury, damage or loss is caused by the negligence or breach of duty (whether statutory or otherwise) of Customer Group. For the purpose of this Clause 22.1(iiii) "third party" means any party which is not a member of the Customer Group or Supplier Group. "shall be responsible for and shall defend, indemnify and hold Customer Group harmless from and against all demands, losses, damages or costs (including legal fees) expenses and liabilities in respect of: personal injury to, including death or disease of any person employed or engaged on behalf of the Supplier Group arising from, relating to or in connection with the performance or non-performance of this Agreement; loss of or damage to proposity of the Supplier Group whether powers the followed by the
- 22.2

  - loss of or damage to property of the Supplier Group whether owned, hired, leased or otherwise provided by the Supplier Group arising from, relating to or in connection with the performance or non- performance of this
  - Supplier Group arising from, reasting up or in connection with the property of any third party to the extent such injury, damage or loss is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer Group. For the purpose of this Clause 22.2(iii) "third party" means any party which is not a member of the Customer Group or Supplier Group. Except as provided in Clauses 22.2(ii), 22.2(ii) and 22.4, the Customer shall defend, indennify and hold harmless the Supplier Group and against any claim of whatsoever nature arising from pollution originating from the property of the Customer Group arising from, relating to or in connection with the performance or non-performance of this
- 22.3
- 22.4
- Agreement.

  Except as provided in Clauses 22.1(i), 22.1(ii) and 22.3, the Supplier shall defend, indemnify and hold harmless the Customer Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Supplier Group or originating from the property and equipment of the Supplier Group including but not limited to marine vessels aimsing from, relating to or in connection with the performance or non-performance of this Agreement. All excitations and indemnitries given under this Clause 22 (have for those Clauses 22.1(iii) and 22.2(iii)) and Clause 4.8(iii) 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 cause and ordering the contractor otherwise at law. otnerwise a INSURANCE 23.
  - INSURANCE
    Supplier shall take out and maintain such policies of insurance as required by applicable United Kingdom laws and regulations including without limitation (i) employers liability for the minimum required under statute in the United Kingdom including extended cover (where required) for offshore working, (ii) comprehensive general liability insurance with cover of not less shan £5,000,000 per occurrence or series of occurrences. All policies of insurance shall contain provisions whereby insurers have no right, by subrogation or otherwise, to take any action or proceedings against any provisions whereby insurers have no right, by subrogation or otherwise, to take any action or proceedings against any ember of the Customer Group in relation to the matters provided for in the Agreement and Customer Group shall be named as an additional insured on all liability policies. Supplier shall procure that subcontractors are insured to appropriate levels as may be relevant to their work. If any policy is cancelled or materially changed in a manner which may affect. The fustomer's threates for if the Supplier shall procure proclement on policy which it is required by the Agreement to levels as may be retervant to their work. If any policy is cancelled or materially changed in a manner winch may affect the Customer's interest or if the Supplier fails to effect or maintain any policy which it is required by the Agreement to effect and maintain, the Customer may at its sole discretion effect and maintain any such insurance or additional insurance as the Customer shall consider necessary and recover the cost from the Supplier to insurance can be customer shall consider necessary and recover the cost from the Supplier and the su
  - CONSEQUENTIAL LOSS Losses which it may suffer by reason of or in connection with the Agreement, the Customer shall save, defend, indemnify, and hold harmless the Supplier Group from and against the Customer Group's own Consequential Loss and the Supplier shall save, defend, indemnify and hold harmless the Customer Group's own Consequential Loss and the Supplier Group's own Consequential Loss relating to or in connection with the performance or non-performance of the Agreement.
    STATUS OF CUSTOMER
- Customer enters into the Agreement for itself and as agent for and on behalf of its Affiliates and Co-venturers. For the purpose of all claims, causes of action, demands and proceedings arising out of or in connection with the
  - Customer shall assume the entire rights, remedies, obligations, responsibilities and liabilities of itself, its Affiliates
  - Agreement, (a) Customer shall assume the entire rights, remedies, obtigations, responsibilities and to-venturers and and Co-venturers and conventurers and in the conventurers and the conventurers and the conventurers and the conventurers are entired by Customer under this Agreement and nothing herein contained shall impose any liability upon the Affiliates assumed by Customer under this Agreement and nothing herein contained shall impose any liability upon the Affiliates assumed by Customer or co-venturers or entitle Customer to make or raise any action, claim or proceeding against any of the Affiliates or Co-venturers or entitle Customer to make or raise any action, claim or proceeding against any of the Affiliates or Co-venturers. For that purpose Customer
  - or Co-venturers or entitle Ussumer to make or the control of the c
- 25.3
- employees and personnel shall be deemed not to be agents or the other time.

  Any notice required or permitted to be given by either Party to the other under these terms and conditions shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice pursuant to this provision.

  No waver by Customer of any breach of the terms and conditions of the Agreement by Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver shall be in writing.
- 26.2
- waiver of any subsequent breach of the same or any other provision. Any waiver shall be in writing.

  FREE ISSUE OF COMPONENTS

  The Customer shall if required provide the Supplier with the Free Issued Items as described and set out along with their value in the Schedule attached to the Purchase Order.

  Upon taking delivery of the Free Issued Items the Supplier shall perform an inspection and review of their condition are the Supplier shall accept them or nority the Customer for any shortfall, defect, damage or breakdown within 7 days falling which the Free Issued Items shall be deemed accepted by the Supplier free from shortfalls, defects, damages or 27.2
- breakdown.

  All Free Issued Items shall be entered in suitable registers of receipt and the Supplier shall take good care of the Free Issued Items and the Supplier shall take suitable measures of protection to prevent theft, loss, damage or deterioration. From delivery of the Free Issued Items the Supplier shall be liable for any and all loss, damage or deterioration thereof. Concept that all to come and expense secure and maintain the insurance corresponds for the Free Issued Items. Supplier shall be all to the Concept of the Free Issued Items. Supplier shall be all to the Issue Items. The Issued Items and I
- 27.4 27.5
- 27.6
- Ine Supplier shall indemnify the Lustomer against any loss, damage or deterioration in respect of the Free Issued Items. Whilst in its possession. Free Issued Items remains with the Customer and the Suppliers rights in respect of the Free Issued Items extend only to a licence in their favour in order to carry out the services. The Supplier shall return the Free Issued Items as soon as they are no longer required for the performance of the services. In all cases the Free Issued Items shall be returned in a good condition as and when provided and shall be delivered to the same place where they were received or any other place designated by the Customer. 27.7
  - THIRD PARTY RIGHTS

    Customer and Supplier under the Agreement agree to create directly enforceable rights for the members of Customer Customer and Supplier under in respect of the indemnities given under Clauses 12, 16, 17, 22 and 24 and the members of Crops (other than Customer) in respect of the indemnities given under Clauses 12, 16, 17, 22 and 24 and the members of the Contracts (Rights of Third Parties) sket 1999. Except a sexprestly provided in Clauses 12, 16, 17, 22 and 24, no other directly enforceable third party rights shall be created pursuant to the Agreement and save as aforesaid, any third party rights are excluded to the fullest extent permitted by law. The provisions of the Agreement may be varied or amended and subject to the provisions of Clause 19, the Agreement may be assigned or novated and subject to the provisions of Clauses 12, the Agreement may be raried cricingly into the Construction of Contractor Corough tother contracts of the Construction of Contractor Corough to Corough to Construction of Contractor Corough to Corough to

GOVERNING LAW

Libiless agreed otherwise by the Parties in the Purchase Order, the Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be referred to arbitration conducted in accordance with the London Maritime Arbitrators Association ("LMA") Terms current at the date of commencement of the arbitration proceedings and the reference shall be to three arbitrations. The language to be used in the arbitral proceedings shall be English.

BUSINESS ETHICS

BUSINESS ETHICS

Both the Subcontractor and the Contractor shall uphold the highest standards of business ethics in the performance of this Agreement. Business shall be conducted legally, fairly, honestly and with integrity, these being the paramount principles in the dealings between the parties.

As a priority, all Goods' Services shall be performed in accordance with and compliant with all applicable local and international laws, relevant industry standards of practice concerning health and safety of the parties respective employees at the worksite and any other persons affected by the parties business activities and the protection of the environment.

- 30.2
- 30.3
- In the party shall knowingly involve itself in any business in connection with, or use information arising from this Agreement, in any manner which conflicts with the interests of the other party. Both the Subcontractor and the Contractor agree that it and its respective Group shall act in a manner consistent with all laws concerning improperor itlegal payments, gifts or gratuities including without limitation the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act 2010 and agrees not to pay, promise to pay or authorise the payment of any money or anything of value, directly or indirectly, to any person, entity, government body or government of any money or anything of value, directly or indirectly, to any person, entity, government body or government of any foreign control of the party of the payment of any money or anything of value, directly or indirectly, to any person, entity, government body or government to directly and the payment of any money or anything of value, directly or indirectly, to any person, entity, government to any money or anything or service in connection with the Goods/ Services, the Agreement, or any related business activity.

  3. The Subcontractor agrees to protect, defend, indemnify, release and hold harmless the Contractor Group from and against any and all loss, liability, claims, demands and causes of action of every kind and character, without limitation (including resonable automerys free and court costs), resulting from any breach of this Clause 30. Any such breach shall constitute a material breach of this Agreement, and Customer shall be entitled to terminate the Agreement under the provisions of Clause 12. Any such breach shall constitute a material breach of this Agreement, and Customer shall be entitled to terminate the Agreement under the provisions of Clause 12. Any such breach shall constitute a material breach of this Agreement, and Customer shall be entitled to terminate the Agreement under the provisions of Clause 12.

DATA PROTECTION

The Supplier shall and shall procure that all other members of the Supplier Group involved in the provision of Goods and/or Services shall comply with all notification requirements and other applicable obligations under the Data Protection Act 1988, the EU Data Protection Act 1998, the EU Data Protection Act and all other legislation relating to the processing of personal data and privacy (topether the "Data Protection Legislation", which arise in connection with the Agreement. The terms Personal Data and Processors of the Customer of in the Data Protection Legislation, Notwithstanding the generality of the foregoing, where the Supplier Group is processing Personal Data as a Data Processor for the Customer or any member of the Customer Group, the Supplier shall ensure that it and all relevant members of the Supplier Group have in place appropriate technical, organisational and contractual members of the Supplier Group have in place appropriate technical, organisational and shall; (a) promptly provide the Customer with full co-operation and assistance and such Personal Data as the Customer may require to comply with any and all data access request(s) within the relevant timescales set out in the Data Protection Legislation and/or this Clause 30; (b) promptly notify the Customer of any breach of the security to the Data Protection Legislation (c) ensure that no member of the Supplier Group knowingly, recklessly or negligently does or omits to do anything which places any member of the Customer Compul in Peach of compul in Peach of Data Protection Legislation (c) ensure that no member of the Customer compuls of the Customer than Data Dratection Legislation (c) ensure that no member of the Customer compuls of the Customer than Data Dratection Legislation (c) ensure that no member of the Customer compuls of the Customer than Data Dratection Legislation (c) ensure that no member of the Customer compuls upplier shall and shall procure that all other members of the Supplier Group involved in the provision of G

In performing its obligations under the Agreement, the Supplier shall, and shall ensure each member of the Supplier Group shall comply with all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.