

**GENERAL TERMS & CONDITIONS FOR  
PROVISION OF SUBCONTRACT SERVICES**

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## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS & INTERPRETATION

#### a. *Definitions.*

- i. The bolded, defined terms included in *Appendix "A"* of this **GTC** or elsewhere in the **Agreement** have the meaning prescribed thereby and should be used for the purpose of interpreting the **Agreement**.
- ii. The capitalized, bolded derivative of a term is defined in the **Agreement** has a corresponding meaning unless the context requires otherwise.

#### b. *Agreement Interpretation.*

- i. Headings contained in the **Agreement** are for convenience of reference only and do not constitute a part of the **Agreement**.
- ii. Where the context requires, words importing the singular include the plural and words importing the plural include the singular.
- iii. Where the context requires, all references to the masculine gender are deemed to include the feminine gender and all references to the feminine gender are deemed to include the masculine gender.

### 2. AGREEMENT DOCUMENTS

- a. This **GTC** is an integral part of the **Agreement**, which includes the **PO** and any attachments. The **Agreement** defines and governs the relationship between **Purchaser** and **Supplier** concerning **Supply**. The **Agreement** may include **PTC**, which set forth terms specifically required for the project.
- b. Except as provided for otherwise, in the event of a conflict between provisions within the **Agreement**, the documents are given priority in the order set out in the Form of Agreement within the **PO**.
- c. Notwithstanding anything to the contrary, the **Parties** agree that all documentation issued by **Purchaser** supersedes any documentation provided by **Supplier**, and **Supplier's** documentation does not alter, modify, or supplement the terms of this **GTC** or the **Agreement**. The **Agreement** together with any **Variation** govern and reflect the entire rights and obligations between the **Parties** concerning **Supply**.
- d. The **PO** is deemed accepted upon the earlier of signature thereof or return of a written acknowledgment of **PO** receipt or the **Supplier** commences work on the **Supply** and shall constitute the **Effective Date**. If **Supplier** fails to return a signed **PO** or an acknowledgment of receipt or commences work on the **Supply** within 10 **Days** from issuance of the **PO**, or otherwise provides acknowledgment of receipt with reservations, the **PO** may be deemed refused by **Supplier**, and, consequently, **Purchaser** is free to issue the **PO** to another supplier without any obligation to **Supplier**. Notwithstanding anything to the contrary, **Supplier's** obligations are effective as of the **Effective Date** set forth in the **PO**.
- e. This **GTC** does not guarantee a minimum of **Supply** that **Purchaser** must purchase from any **Supplier**, and **Purchaser** may, without limitation or condition, purchase any goods or services from any other supplier at its absolute discretion.

### 3. OBLIGATIONS OF SUPPLIER

- a. **Supplier** represents and warrants that it is fully experienced; properly qualified, financed, organized, and equipped; and technically competent to provide **Supply**.
- b. **Supplier** shall perform its obligations under the **Agreement** at its own risk and expense and in full compliance with the **Agreement** and the **Applicable Laws**. **Supplier's** failure to perform any obligation under the **Agreement** is always at **Supplier's** sole risk and expense, save for failure caused by a **Force Majeure** event.
- c. **Supplier** shall give priority to quality and safety in the performance of **Supply**, and shall do all things necessary to protect life, health, environment, and property. **Supplier** shall cooperate with any representative appointed by **Purchaser** or **Company** concerning life, health, safety, environment or property.
- d. **Supplier** shall give all notices and shall obtain all permits required to be given or obtained in **Supplier's** name that may relate to **Supply** and is required by **Applicable Laws**, and except as otherwise expressly provided in the **Agreement** shall bear all costs in connection therewith.
- e. **Supplier** shall provide competent and suitably qualified personnel in sufficient numbers at all times to ensure performance and completion of **Supply** in accordance with the **Agreement**. **Supplier** shall verify all relevant qualifications of such personnel, and **Purchaser** reserves the right to further verify such qualifications if **Purchaser** deems it necessary. If **Purchaser** instructs **Supplier** to replace any personnel engaged in **Supply** who conduct themselves in an improper or reckless manner or are considered unsuitable to perform their tasks, **Supplier** shall replace such personnel without undue delay, and at **Supplier's** cost.
- f. **Supplier** represents and warrants that it is aware of prevailing conditions at the **Site** that may affect the **PO Price, Agreement, or Agreement Schedule**, and is fully satisfied that **Supply** can be completed accordingly. Such conditions may include, but are not limited to (i) the facilities and infrastructure prevailing in the country and surrounding area of the **Site**, (ii) the condition and state of assembly of **Supplier Equipment** upon arrival at the **Site**, (iii) the skill level of the available labour force, (iv) the available means of ingress to and egress from the **Site**, and (v) the seasonal, meteorological, subsoil, and marine conditions for the general area where the **Site** is located. **Supplier** acknowledges that it has itself obtained all information necessary to evaluate the risks, contingencies and other circumstances related to all prevailing conditions which may influence or affect the execution of the **Supply**.
- g. **Supplier** shall maintain all **Supplier Equipment** in first-class operating condition and as fit to perform according to the specification required in the **Agreement** at **Supplier's** cost. If **Supplier Equipment** fails to meet the foregoing standard, **Purchaser** may request its replacement, which shall be done at **Supplier's** cost.
- h. **Supplier** shall, upon request from **Purchaser**, provide **Purchaser** with all information:
  - i. necessary to monitor the progress of **Supply**;
  - ii. related to the **Supply** in order to disclose to public authorities, if so requested; or
  - iii. related to the use of any materials or equipment supplied or used by **Supplier** necessary to ensure its design, testing, and use will be safe and without risk when properly handled, stored, transported, and used.
- i. **Supplier** acknowledges that members of **Supplier Group** may need to work simultaneously with members of **Purchaser Group** and/or **Company Group** at the **Site**. If simultaneous operations occur, **Supplier** shall:

- (i) refrain from taking or failing to take any action that could cause injury to the personnel, or damage to the property of **Purchaser Group** or **Company Group**, (ii) take all necessary steps to avoid unnecessary or undue restraint to its own activities, and (iii) accept all consequences of any restraint to the **Supply** caused by the simultaneous presence of, or activities performed by members of **Purchaser Group** and/or **Company Group** the **Site**. **Supplier** is not entitled to **Variation** in this respect.
- j. If **Supplier** has cause to believe that **Supply** cannot be carried out in accordance with the **Agreement Schedule**, **Supplier** shall immediately provide **Purchaser** all details related thereto. In any such case, **Supplier** shall, at its own cost, carry out the necessary measures to avoid, recover, or limit the consequences of such anticipated nonconformance. If **Purchaser** reasonably determines that **Supplier** is at risk of not satisfying the **Agreement** or **Agreement Schedule** and **Supplier** has not provided notice thereof or has provided notice but has failed to diligently execute the foregoing measures, **Purchaser** is entitled, in its sole discretion, to either (i) take any measures necessary at **Supplier's** sole risk and expense to ensure completion of the **Supply** pursuant to the **Agreement Schedule**; or (terminate the **PO** or any part thereof in accordance with the provision of sub-article 22.b.
- k. If **Supplier** shall fail to commence performance of the **Supply**, **Purchaser** may terminate the **PO** or any part thereof in accordance with the provision of sub-article 22.b.
- l. **Supplier** shall ensure that all personnel and **Subsuppliers** performing **Supply** are paid accordingly.

#### 4. SUBORDERS

- a. **Supplier** shall not enter into any main **Suborder** for the purpose of **Supply** without **Purchaser's** prior written consent, and **Purchaser** reserves the right to reject any main **Subsupplier** in its sole discretion. No **Suborder** shall bind or purport to bind **Purchaser Group** or **Company Group**.
- b. **Suborders** must include the same obligations as those to which **Supplier** has agreed in the **Agreement**, provided they are applicable to said **Suborder**. **Supplier** shall ensure that the provisions of any such **Suborder** are compatible with the **Agreement**.
- c. **Supplier** is solely responsible for the good and complete performance of **Supply** in accordance with the **Agreement**. Any act, omission or default by **Subsupplier** or **Subsupplier's** subcontractors or subsuppliers of any tier is considered an act, omission or default of **Supplier** itself.
- d. Upon **Purchaser's** request, **Supplier** shall provide unpriced copies of **Suborders**.

#### 5. TECHNICAL INFORMATION

- a. **Supplier** is responsible for the adequacy, sufficiency, and consistency of all technical information provided for **Supply**. **Supplier** shall take full consideration of all such technical information and shall obtain **Purchaser's** written acceptance prior to deviating from it. Any unapproved deviation from the technical information is for **Supplier's** account and at **Supplier's** own risk and must be corrected by **Supplier**, unless otherwise approved by **Purchaser**.
- b. **Supplier** shall review all **Purchaser Provided Documents** and items relative to the **Supplier's** scope of work for defects, errors, inconsistencies and non-conformances. **Supplier** shall notify **Purchaser** of any inadequate, insufficient, or inconsistent technical information provided by **Purchaser** within no more than fourteen (14) **Days** from receipt. Such notice must clearly and sufficiently detail the inadequacy, insufficiency, or inconsistency, and **Supplier** shall correct or supplement such technical information and promptly provide such corrections and supplements for **Purchaser's** approval.

- c. If **Supplier** fails to satisfy the conditions set forth in this Article 5, the technical information is deemed to be adequate, sufficient, and consistent for execution of **Supply**, and **Supplier** waives any right to **Variation** or other adjustment related thereto.
- d. Unless specifically agreed to by **Purchaser**, **Supplier** shall make use of **Purchaser Provided Documents** only in accordance with the **Agreement**. **Supplier** shall after the completion of the **Supply**, at **Purchaser's** discretion, return, destroy or secure **Purchaser Provided Documents** in such a manner that the documents are not inadvertently utilized after the **Supply** for which they were specially issued.

## 6. QUALITY AND HSE MANAGEMENT

- a. **Supplier** shall comply with all relevant statutes, laws, regulations and by-laws affecting the **Supply** and shall comply with **Purchaser's** and **Company's** safety regulations, a copy of which is available on request.
- b. **Supplier** shall provide **Purchaser** in writing with such information as is necessary relating to the use of any materials and/or equipment supplied and/or used and its design, testing and use and relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.
- c. Adherence to strict quality management and health, safety and environmental (“HSE”) standards is essential to performance of **Supply**. **Supplier** shall have, and shall ensure that **Supplier Group** has an implemented, documented and auditable quality management and HSE program satisfactory to **Purchaser**, and in all cases, **Supplier** shall maintain, and shall ensure that **Supplier Group** maintains quality management and HSE standards and systems in accordance with the strictest of the following:
  - i. **Purchaser** or **Company** standards set forth in the **Agreement**, as applicable;
  - ii. those comparable to ISO-9001 for quality management, ISO-45001 for occupational health and safety, and ISO-14001 for environmental management;

**Supplier** shall plan and carry out periodic quality management and HSE audits of its and **Subsupplier's** organizations and shall ensure that **Subsupplier** does the same for its subcontractors and subsuppliers of every tier.

- d. If **Supplier** fails to meet the requirements set out in sub-article a. above and subsequently fails to correct such improper performance or rectification in regard to those requirements immediately after **Purchaser's** notice thereof, **Purchaser** may perform corrective action itself or by a **Third Party** to meet said requirements, without any discharge of **Supplier's** obligations and at **Supplier's** sole risk and expense.
- e. During the performance of **Supply**, **Purchaser** may itself or via any designated **Third Party**, audit quality management, HSE or other aspects of **Supply**, including but not limited to design, detailed engineering, equipment, **Materials**, services, construction, commissioning, start-up, operations and maintenance. **Supplier** shall fully cooperate with any such audit team and shall make available all necessary documents, services and facilities to enable the proper performance of such audits. Upon the audit team's findings, **Purchaser** may instruct **Supplier** to perform those modifications required by the audit team or otherwise necessary to ensure conformance with the requirements of the **Agreement**. Notwithstanding any audit results, **Supplier** remains liable for its obligations under the **Agreement**.
- f. **Supplier** shall perform and ensure that **Subsuppliers** perform all qualitative and quantitative reviews, inspections and tests of **Supply** to ensure conformance with the requirements of the **Agreement**.

## 7. TEST & INSPECTION

- a. **Purchaser** reserves the right to conduct or have conducted tests or inspections of **Supply** at any time during the performance thereof. In this respect, as applicable, **Supplier** shall:
  - i. provide **Purchaser, Company**, and any representative appointed by **Purchaser** or **Company** with free access to any **Facility** owned, controlled, or used by **Supplier Group**, including ensuring right of free access from **Subsuppliers** of any tier, as necessary; and
  - ii. make available to **Purchaser** and **Company**, in accordance with the provisions of the **Agreement**, all documents, properly calibrated instruments and tools, and resources required for inspection of **Supply**.
- b. Representatives of **Company** or **Purchaser** may witness any review, inspection, or test, and may collect evidence and report with respect to all and any such review, inspections and tests. **Supplier** shall promptly, and in no case less than fourteen (14) **Days** prior to any such test or inspection being performed, notify **Purchaser** in writing of any test or inspection prescribed for in the **Agreement** or that **Supplier** otherwise deems necessary to perform, thereby giving **Company** and **Purchaser** sufficient opportunity to be represented.
- c. In no event is **Supplier** released from any liability or responsibility under the **Agreement** due to **Purchaser's, Company's** or any representative's or appointee's (non)attendance at a test or inspection. Nor is **Supplier** released from any of liability or responsibility under the **Agreement** due to any verification, comment, or approval made by **Purchaser, Company** or any representative or appointee. **Purchaser** may waive its right of test or inspection at any time without prejudice to its right to reject unsuitable or nonconforming **Supply**.
- d. **Supplier** is liable for **Purchaser's** costs arising out of **Supplier's** failure to duly notify **Purchaser** of any test or inspection prescribed for in the **Agreement**, including any costs to expose any part of **Supply** that is covered, painted, put out of view, or whose access is otherwise limited. **Supplier** is also liable for **Purchaser's** costs directly or indirectly arising out of **Supplier's** actions or inactions inhibiting any test or inspection, including costs to (re)perform a test or inspection. If the aforementioned tests or inspections show **Supply** to be noncompliant with the **Agreement**, **Supplier** shall promptly remedy such noncompliance at its own risk and expense and shall reimburse **Purchaser** any resulting costs.
- e. If required by **Purchaser, Supplier**, at its own expense, shall execute the inspections, tests and quality procedures remotely. In order to obtain a greater reliability, the ability to transfer information in real time and/or collect data in a structured manner for knowledge and reuse, the Parties will develop the procedures, which shall be formally approved by **Purchaser** and **Company**, to optimize the benefits of the remote inspection.

## 8. CARE OF GOODS

- a. **Supplier** is responsible for the provision, maintenance, and repair of spares, replacements, and consumables for the resources provided for the performance of **Supply**. **Supplier** shall ensure that there are sufficient spare parts and consumables for equipment or tools to ensure that prolonged breakdown does not occur and shall, if requested by **Purchaser**, demonstrate or produce evidence of such spare parts and their location.
- b. Unless otherwise stated in the **Agreement**, **Supplier** is responsible for the costs of packaging, loading, or carriage of **Supply**. **Supplier** shall take all necessary precautions to ensure that the **Supply** is packaged safely and sufficiently to avoid loss or damage while in transit and until delivery. **Supplier** represents and



warrants that such packaging will comply with all statutory requirements or codes of practice applicable to the kind of **Supply** under the **Agreement**.

- c. All **Purchaser Provided Items** are deemed to be in good condition when received by or on behalf of **Supplier Group** unless **Supplier**, in writing, notifies **Purchaser** otherwise within 48 hours of receipt.
- d. **Supplier** shall use **Purchaser Provided Items** economically and any surplus must be accounted for to **Purchaser** and disposed of or returned per **Purchaser's** instruction. Waste, loss of, or damage to such materials arising from bad workmanship or **Supplier Group's** failure to maintain such materials in good order and condition must be made good at **Supplier's** expense. Replacements thereof shall be of equivalent quality and specification and subject to **Purchaser's** approval.
- e. **Supplier** shall maintain accurate records and registers identifying the quantities of **Purchaser Provided Items** that have been installed or wasted by **Supplier** and the resultant surplus of material and equipment. This surplus remains **Company** or **Purchaser's** property, as the case may be, and **Supplier** is responsible for adequately marking such property for ease of identification.
- f. **Supplier** shall at all times take the necessary precautions to safeguard all property in relation to the **Agreement** belonging to **Company**, **Purchaser** or **Third Parties**, as well as **Supplier Equipment**, surplus as referenced in sub-article e. above, and other adjacent property. In respect of such responsibilities, **Supplier** shall:
  - i. provide and maintain adequate and secure storage to prevent damage or theft, except where **Purchaser** has given written notification that such security shall be provided by others, protecting against events environmental conditions, such as weather and humidity, corrosion or the turning of shafts and spindles as advised against by manufacturers recommendations;
  - ii. repair or replace any loss or damage;
  - iii. in the case of an emergency threatening property or persons, immediately take any necessary conservatory measures and other action without prior instructions from **Purchaser** and advise **Purchaser** of the situation (and upon receipt of this notification, **Purchaser** may issue complementary instructions to be executed by **Supplier** without delay and at its own cost); and
  - iv. comply with and bear all costs related to all stoppages of **Supply** due to any safety or security reason whatsoever imposed by **Company** or **Purchaser**.

## 9. NOT USED

## 10. COMPLETION

- a. **Supplier** shall complete the **Supply** by the date defined in the **Agreement**, as may be varied by any written **Variation**.
- b. **Supplier** shall provide **Purchaser** with **Final Documentation** not less than three (3) **Days** prior to the completion dates described in sub-article a. above. **Purchaser** will within a reasonable period of time (i) certify completion of **Supply** without punch-list items, (ii) certify completion of **Supply** with punch-list items, or (iii) reject completion of **Supply**. **Purchaser's** decision in this regard, including any punch-list items or reason for rejection, will be certified by a duly authorized representative of **Purchaser**. **Purchaser's** acceptance or approval of **Final Documentation** does not excuse **Supplier's** responsibility



for the provision of correct **Supply** in accordance to generally accepted standards and practices of **Suppliers** specialized in performing the **Supply** of a like nature and complexity.

- c. **Purchaser** will certify completion of **Supply** after verifying that **Supply** conforms with the **Agreement** and that the quality, appearance, and positioning of **Supply** is satisfactory pursuant to the **Agreement** and any associated drawings, specifications, or datasheets. If **Supply** is certified complete by **Purchaser**, the date of completion provided on the certification is the date of acceptance.
- d. **Purchaser** will not certify completion of **Supply** unless all applicable tests have been completed to **Purchaser's** satisfaction and all applicable documents, including test sheets, certified identification documents, and **Final Documentation**, have been received and approved by **Purchaser**.
- e. If **Purchaser** issues a certification of completion with punch-list items, the punch-list will describe the minor omissions or minor defects in **Supply** and indicate the corresponding work or services to be performed to correct the minor omissions or defects. **Supplier** shall perform the indicated work or services at **Supplier's** risk and expense within seven (7) **Days** of the official date on the certificate of completion with punch-list items unless a special exception providing additional time is granted by **Purchaser** in writing.
- f. If **Supplier** does not complete the punch-list items within the period referenced in sub-article e. above, **Purchaser** may perform or have performed by any **Third Party** or member of **Purchaser Group**, the work or services necessary to satisfactorily complete the punch-list items. Such work or services will be carried out at **Supplier's** risk and expense and without prejudice to the **Supplier's** liability to **Purchaser**.
- g. The **Agreement Schedule** is deemed to include a sufficient amount of float and flexibility to accommodate the various tasks required to perform **Supply** and any reasonably anticipated delay. Impediments to timely performance, such as extreme weather, holiday periods, remote areas, harsh environments, and the proximity of and simultaneity of **Supply** with other parties performing work do not entitle **Supplier** to a **Variation** unless the requirements specified under Article 17 are met.

## 11. ACCEPTANCE OF SUPPLY

- a. If at any time before acceptance, **Supply** or any part thereof is in any way defective or otherwise not in conformance with the **Agreement**, **Purchaser** has the right to reject such **Supply**. Notwithstanding the aforementioned, if **Supplier** becomes aware of such non-conformance, **Supplier** shall immediately notify **Purchaser**.
- b. Any **Supply** rejected by **Purchaser** prior to acceptance must immediately be replaced, reperformed, or otherwise corrected by **Supplier** as required by **Purchaser** or its representative at **Supplier's** sole risk and expense. **Supplier** shall then resubmit such **Supply** for re-inspection and re-testing.
- c. If **Supplier** fails to remedy any such nonconformity or defect after receiving or giving notice thereof, **Purchaser** is entitled, at **Supplier's** risk and expense, to take possession of such **Supply** and rectify the defect or non-conformity itself or to engage another party to do so.
- d. Notwithstanding anything to the contrary, **Purchaser** may temporarily use all or part of the rejected **Supply** until the same is replaced by conforming **Supply**.
- e. Acts or omissions of **Company**, **Purchaser**, any inspecting authority, or any certifying agency, including any comments or absence thereof, presence or absence of representatives at any time, including during tests and inspections, issuance of certificates, payments, approval and the like, do not release **Supplier** in any

way from any of its obligations or reduce **Supplier's** liabilities under the **Agreement** or at law, nor imply acceptance of defective **Supply**.

## 12. WARRANTY AND DEFECT CORRECTION

- a. **Supplier** warrants that it has the full right to sell or lease **Supply** and that **Supply** is:
  - i. fit for its intended purpose;
  - ii. performed in compliance with **Applicable Laws** and generally accepted industry practice, standards, and industry codes;
  - iii. free from any encumbrances, rights, and privileges of any **Third Party**;
  - iv. free from defects in design or workmanship;
  - v. fully and satisfactorily meets all requirements set forth in the **Agreement**; and
  - vi. all goods and **Materials** are new and unused (unless stated otherwise in the **Agreement**).
- b. The warranties provided by **Supplier** in sub-article a. above apply to **Supply** for the entirety of the **Defects Correction Period**, which commences upon **Purchaser's** acceptance of **Supply** and expires twenty-four (24) months thereafter or twenty-four (24) months from the date which the **Supply** has been put into services for their specified use, whichever occurs later. The **Defects Correction Period** applies to any re-work performed hereunder for a period of (i) 12 months from the date of acceptance thereof or (ii) the remainder of the original **Defects Correction Period**, whichever is longest.
- c. During the **Defects Correction Period**, **Supplier** shall promptly rectify any defect or nonconformity in **Supply** at its own cost, expense and risk, without undue delay. Such rectification shall include all work necessary to make the defective or nonconforming **Supply** compliant with the **Agreement**, and **Supplier** shall dispatch the necessary qualified personnel for such purpose. **Supplier** shall bear all costs incurred in connection with such rectification hereunder.
- d. If **Supply** contain any parts similar to a defective item, **Supplier** shall, upon **Purchaser's** written request, inspect all such similar items and repair or replace them at its own cost if any defect or deficiency is found during inspection.
- e. In addition to the foregoing, **Supplier** shall notify **Purchaser** as soon as is reasonably possible of any breakdown or under- or non-performance of **Supplier Equipment, Materials, or Rental Equipment**, howsoever arising. If breakdown or other failure of performance occurs, **Supplier** shall purchase, rent, or replace each affected item with an appropriate substitute for use during the time for repair. **Purchaser** will not reimburse **Supplier** for any charges related to **Supplier Equipment, Materials, or Rental Equipment** during the period of such breakdown or under- or non-performance until the **Supplier Equipment, Materials, or Rental Equipment** has been properly restored, replaced, or substituted to the satisfaction of **Purchaser** and as provided for in the **Agreement**.
- f. Upon written notice, **Purchaser** may assign the benefit of warranty granted by **Supplier** in the **Agreement** to **Company**.
- g. If **Supplier** fails to promptly respond to any claim under this Article or if circumstances render it impracticable for **Supplier** to do so in **Purchaser's** reasonable opinion, **Purchaser** is entitled to rectify the defect or nonconformity itself or to engage another party to do so at **Supplier's** risk and expense.

- h. At **Supplier's** request, **Purchaser** shall issue an acceptance certificate when the **Supply**, including any warranty work, has been completed in accordance with the requirements of the **Agreement**. The acceptance certificate shall be deemed to have been issued 30 Days after the expiry of the **Defects Correction Period**.

### 13. LIQUIDATED DAMAGES

- a. Timely execution of **Supply** is of paramount importance to the **Agreement**. Except to the extent delay is directly caused by **Purchaser's** default or impediment not permitted by the **Agreement**, for **Supply** not performed in accordance with the dates set out in the **Agreement Schedule**, **Supplier** shall, without any proof of loss, pay to **Purchaser** liquidated damages calculated as specified within the **PO**. **Supplier's** liability for liquidated damages under the **Agreement** is limited to 20% of the **PO Price**. The application of liquidated damages for delay does not release **Supplier** from its obligations under the **Agreement**.
- b. The agreed amount of liquidated damages is a genuine pre-estimate of **Purchaser's** loss arising from **Supplier's** failure to satisfy its obligations under the **Agreement** and are not a penalty.

### 14. TITLE, LIENS & RISK OF LOSS

- a. Full and unencumbered title to **Supply** passes to **Purchaser** upon the earlier of the date when the **Supply**, or part thereof are first identifiable as being appropriated to the **Agreement**, or payment for **Supply** or **Purchaser's** acceptance of **Supply**. For the avoidance of doubt, **Supplier** bears risk of loss to **Supply** pursuant to the terms of the **Agreement**. Notwithstanding the foregoing, title in **Rental Equipment** remains with **Supplier** or other applicable member of **Supplier Group** at all times.
- b. Any portion of **Supply**, including any **Purchaser Provided Items**, for which title has passed to **Purchaser** but which remains in the care, custody, or control of **Supplier** or any other member of **Supplier Group** must be (i) clearly marked and identified as the property of **Purchaser** and (ii) segregated from property of **Supplier** or such member of **Supplier Group** to the fullest extent possible. **Supplier** shall ensure **Purchaser's** right to access and retrieve all or any of **Supply** at any time upon **Purchaser's** request.
- c. Notwithstanding passage of title (in whole or in part), risk of loss or damage to the **Supply** shall remain with the **Supplier** until delivery to **Purchaser**.

If loss of or damage to the **Supply** occurs between the commencement of the **Supply** and delivery to the **Purchaser** following **Purchaser's** acceptance of the **Supply**, **Supplier** shall repair or replace such lost or damaged item and carry out necessary measures to ensure that the **Supply** are completed in accordance with the **Agreement**. The same applies if any loss of or damage to **Purchaser Provided Items** occurs while they are under **Supplier Group's** safekeeping and control or at **Supplier Group's** site(s). **Supplier's** obligation to carry out measures stated herein applies regardless of whether negligence in any form has been shown by **Purchaser's Group**.

The costs of carrying out such measures shall be borne by **Supplier** unless the loss or damage is caused by **Purchaser Group**.

- d. In the event that **Supplier** is responsible for the loss or damage under this Article 14. and insurance provided to **Purchaser** by **Company** responds to such loss or damage, then **Supplier** shall, subject to **Supplier's** payment of any applicable deductible, be entitled to the proceeds under such insurance to the extent that it relates to the loss or damage.
- e. In the event **Purchaser** rejects all or any of the **Supply**, title to the rejected part immediately re-vests in **Supplier**, unless directed otherwise in writing by an authorized representative of **Purchaser**.

- f. All **Supply** provided hereunder, including goods and **Materials**, must be free of liens, encumbrance, pledge or other forms of retentions other than those for which **Purchaser** is responsible.

## 15. INVOICING & PAYMENT

- a. **Supplier** is deemed to have satisfied itself as to all conditions and circumstances affecting the **PO Price** and other matters, and to have fixed its prices according to its own view of such conditions and circumstances. The **PO Price** is thereby deemed to be all inclusive, firm, and neither subject to escalation nor currency fluctuations for the duration of the **Agreement**. No additional allowance or adjustment will afterwards be made to the **PO Price**, except as otherwise expressly provided in the **Agreement**.
- b. **Purchaser** may withhold a percentage of the **PO Price** (as established in the **Agreement**) until **Purchaser** receives all **Final Documentation** to be delivered by **Supplier** or on behalf of **Supplier** under the **Agreement**. Payment shall neither be construed as a waiver of any right under the **Agreement** nor as acceptance of the **Supply**.
- c. **Supplier** shall prepare and provide invoices in accordance with the requirements set forth in the **Agreement** and shall include all documentation deemed necessary by **Purchaser** for substantiation thereof. Invoices submitted without a **PO** number or supporting documentation may be rejected at **Purchaser's** sole discretion.
- d. **Purchaser** shall pay the amount due to **Supplier** according to the invoice within 90 Days after the end of the month in which a correct, fully documented, and approved invoice that satisfies the requirements in this Article was received. **Purchaser** may apply the following deductions from any amount due (and to the extent thereafter any of such deductions are or become owing to **Supplier**, no interest shall accrue pursuant to sub-article e. on such amounts):
  - i. any previous payments on account to **Supplier** which relate to, or directly concern **Supply** covered by the invoice;
  - ii. such parts of the invoiced amount as are insufficiently documented or otherwise disputed, provided that **Purchaser** shall promptly specify that documentation deemed insufficient or the nature of the dispute;
  - iii. all amounts due to **Purchaser** from **Supplier** and its **Affiliates**;
  - iv. any additional cost incurred by **Purchaser** or anticipated to be incurred by **Purchaser** for which **Supplier** is liable according to the **Agreement**; or
  - v. a reasonable amount determined by **Purchaser** if **Supplier** does not correct nonconformances stated in implementation reviews, quality assurance audits, or engineering technical audits within the agreed due dates, until **Purchaser** has verified that the specified corrective actions have been carried out. **Purchaser** shall pay the total value withheld under this sub-article v. in the first monthly payment after **Purchaser** has verified that the specified corrective actions have been carried out. Interest is not due on money withheld under this sub-article v.
- e. If **Purchaser** fails to pay any amount due and payable hereunder by the stipulated date, **Supplier** shall notify **Purchaser** of such failure. In the event **Purchaser** fails to pay or otherwise dispute such amount within 30 **Days** after receipt of such notice, and as sole remedy for delay in payment of any such undisputed invoice, **Supplier** may be entitled to interest on the amount not properly paid when due from the day on which payment was due until such amount is paid in full. The rate of interest shall be the Secured Overnight Financing Rate (SOFR) in force on the due date of payment.

- f. **Supplier** waives any right to exercise a lien, make a claim, or seek a judgement or award against **Supply** or any part thereof at any time and acknowledges that its sole right in the event of any failure by **Purchaser** to perform any of its obligations under the **Agreement** is to seek financial relief in respect thereof. **Supplier** shall deliver to **Purchaser** a Release of Liens and Claims executed by **Supplier** and any **Subsupplier** at the time(s), and in the form specified in the **Agreement** or otherwise required in writing by **Purchaser**. **Supplier**'s delivery of such Release of Liens and Claims is a condition precedent to payment, including final payment. **Purchaser** may withhold payment, without interest, until **Supplier** provides such Release of Liens and Claims to **Purchaser**.

## 16. TAXES, CUSTOMS AND DUTIES

- a. Unless stated otherwise in the **Agreement**, **Supplier**'s prices are inclusive of all applicable taxes (whether imposed on the sale or **Supplier Group**'s income or wages), permits and fees. **Supplier** is liable for and shall pay, and shall assure that **Supplier Group** reports, files and pays all taxes (including withholding), fees, levies, imposts, duties and charges and the like (with all direct and indirect expenses to discharge same and any and all penalties and fines pertaining to any of the preceding) assessed or imposed upon **Supplier Group** by any public or governmental authority in connection with the performance of **Supply** for which it is liable with no exception whatsoever. **Supplier** shall fulfil all administrative requirements required by law, including all registration and filing of documents. **Purchaser** may withhold from sums otherwise due to **Supplier** under the **Agreement** any taxes or amounts required to be withheld or paid to the appropriate taxing authorities. Upon payment of the amount withheld to the appropriate government entity, agency or taxing authority, such amount withheld shall be deemed payment to the respective **Supplier** and **Purchaser** shall have no further obligation to pay such amount to the respective **Supplier**. **Purchaser** shall provide **Supplier** with receipts evidencing payment to such authorities of the taxes or amounts so withheld. **Supplier** shall **Indemnify Purchaser** from and against all **Claims** incurred by **Purchaser** connected with any assessment or imposition of taxes connected with the **Supply** or arising from its obligations under this Article.
- b. If requested, **Supplier** shall promptly provide **Purchaser** with any documents or information required for compliance with applicable customs laws, rules, and regulations. This includes but is not limited to the required Import or Export documents in support of any Free Trade Agreement or duty-free claim. Similarly, **Supplier** shall promptly inform **Purchaser** of any errors or omissions contained in such document certifications provided by **Supplier** or of any noncompliance by **Supplier** with applicable customs laws, rules, and regulations or Free Trade Agreement requirements. **Supplier** acknowledges that, notwithstanding any other provision of this **Agreement**, **Purchaser** may withhold payment on any **Supplier** invoice until the documents or information required for compliance with applicable customs laws, rules, and regulations are provided.
- c. **Supplier Indemnifies** from and against all **Claims** whatsoever connected with any assessment or imposition made in respect of all or any taxes upon **Supplier** or any of **Supplier**'s **Subsuppliers** of any tier connected with **Supply** together with any costs of compliance. **Purchaser** may offset any amounts due under this sub-article c. from any payment **Purchaser** is due to make to **Supplier** under this **Agreement**.
- d. If **Supplier** is required under **Applicable Laws** to invoice and collect from **Purchaser** sales and use tax, value added tax (VAT), goods and services tax (GST), or any other similar "transactional or transfer tax" for services performed under this **Agreement**, such taxes shall be invoiced separately and paid by **Purchaser** in addition to the **PO Price** pursuant to **Applicable Laws** requirements. **Supplier** may provide to **Purchaser**, and **Purchaser** shall accept and honour, a valid exemption certificate or a letter authorizing direct payment of taxes to a tax authority for one or more relevant taxing jurisdictions, and **Supplier** shall not invoice **Purchaser** for those taxes identified in the valid exemption certificate or letter.



## 17. FINANCIAL SECURITY

Upon **Purchaser's** request, **Supplier** shall provide at its own cost any combination of a parent company guarantee, bank guarantee, letter of credit, or other financial security that **Purchaser** may require. **Supplier** shall provide such financial security within the earlier of (i) 30 Days after the **Effective Date** or (ii) prior to submission of the first invoice. Any financial security required hereunder shall be on **Purchaser's** standard form, and provision and maintenance thereof is a condition precedent to payment. Any financial security requested under this Article may, in **Purchaser's** discretion, increase or decrease depending on **Variations** issued by **Purchaser**.

## 18. AUDIT

- a. The **Supplier** shall, and shall procure that the **Supplier Group** shall, maintain a true and correct set of records, including without limitation, books of accounts, documents and correspondence, pertaining to the **Supply** and all transactions related thereto. The **Supplier** agrees, and shall procure that the **Supplier Group** agrees, to retain such records under adequate storage conditions for a period of ten (10) years after completion of the **Supply** to **Purchaser's** satisfaction.
- b. **Purchaser** or any person appointed by **Purchaser** may audit any records of **Supplier Group** as required to verify payments made to or by **Supplier** under the **Agreement**. Such audit right does not include the right to examine the composition of **Supplier's** lump sum prices.
- c. **Supplier** shall give and shall ensure **Supplier Group** gives the appointed auditor free access during **Supplier** and/or **Supplier Group's**, as applicable, office hours to all timesheets, records, and other documents necessary to satisfactorily complete the audit, including original invoices, supporting documentation, and all books of accounts incorporating such account details.
- d. The audit rights provided for under this Article apply for the duration of the **Agreement** and for ten (10) years after termination or expiry. If the audit reveals that charges are incorrect, **Supplier** shall reinvoice **Purchaser** according to those findings.

## 19. VARIATIONS

- a. **Purchaser** may instruct **Supplier** to carry out any **Variation** to **Supply**, upon which instruction **Supplier** shall submit to **Purchaser** an estimate of the effects of the **Variation** without undue delay, but never later than 15 **Days** from the date of instruction. Alternatively, **Purchaser** may require submission of such an estimate prior to instructing performance of a **Variation**. **Supplier's** estimate of the effects of a **Variation** must contain:
  - i. a description of **Supply** in question under the **Variation**;
  - ii. a detailed schedule for execution of **Supply** under the **Variation**, showing the required resources and significant milestones;
  - iii. the effect on the **PO Price**, if any, showing the rates used in the **Agreement** and/or the lump sum when preparing the estimate; and
  - iv. the effect on the **Agreement Schedule**, if any.

**Supplier** must substantiate its estimation with reasonably sufficient supporting documentation.

- b. If **Supplier** believes a change to the scope of **Supply** constitutes a **Variation**, including a change in scope -s attributed to a **Force Majeure Event**, any such request for a **Variation** shall be submitted without undue delay, but never later than **15 Days** from the occurrence of the event, and **Supplier's** request must include all details under sub-article 19.a. **Supplier** waives all rights to **Variation** if it does not strictly conform to the requirements of this sub-article 19.b.
- c. Upon receipt of an instruction for **Variation**, **Supplier** shall implement the **Variation** without undue delay, even if the impact on the **PO Price**, **Agreement Schedule**, or other provisions of the **Agreement** are unsettled. All of **Supplier's** obligations under the **Agreement** apply to **Variations**.
- d. Under no circumstance is **Supplier** entitled to a **Variation** for:
  - i. actions taken by **Supplier Group** that are already contemplated under the **Agreement** or otherwise necessary to ensure conformance with the **Agreement**;
  - ii. circumstances for which **Supplier** is responsible, or which could have been reasonably foreseen by a supplier experienced in the type of work provided by **Supplier Group**; or
  - iii. consequences arising out of, or in connection with the default, breach, negligence (of any degree), or intentional act or omission of **Supplier Group**.
- e. If the **Parties** agree upon the occurrence of a **Variation**, but disagree as to the **Variation's** effect, **Purchaser** shall determine the impact according to commonly recognized industry uses and practices. The **Parties** shall otherwise resolve disputed **Variations** under Article 29.
- f. Any agreed **Variation**, particularly with respect to the **Agreement** scope, **Agreement Schedule**, or **PO Price**, will give rise to an amendment forming an integral part of the **Agreement**.

## 20. FORCE MAJEURE

- a. Neither **Party** is in breach of its obligations under the **Agreement** to the extent the affected **Party** can establish that fulfilment of its obligations has been prevented by a **Force Majeure Event**.
- b. In the event of **Force Majeure**, the **Party** who is prevented in fulfilling its obligations of the **Agreement** shall notify the other **Party** without undue delay and shall make every effort to mitigate as far as possible any adverse effect arising from the situation. Such notification must be in writing and include full detail including but not limited to the cause and estimated duration of the **Force Majeure Event**.
- c. Following the notification of the **Force Majeure Event**, in accordance with Article 20b., the **Parties** shall meet without delay, and thereafter at a regular occurrence and mutually agree to a course of action to minimize any effects of the **Force Majeure Event**.
- d. In the case of **Force Majeure**, each **Party** shall bear its own costs resulting from the **Force Majeure**, and **Supplier** shall take due care of, and use commercially reasonable means to protect the **Supply**, **Purchaser Provided Items**, and all documents related to the execution of **Supply** provided by **Purchaser** or **Company** to **Supplier** that are in **Supplier's** care, custody, or control.
- e. Promptly after cessation of **Force Majeure**, **Supplier** shall present to **Purchaser** its proposed claim for adjustment of the **Agreement Schedule** in accordance with Article 17. Any adjustment to the **Agreement**



**Schedule** will be made with due regard to the delay incurred by **Supplier** due to **Force Majeure**. Regardless of the agreed **Agreement Schedule** adjustment, **Supplier** shall use all means necessary to minimize the consequences of the **Force Majeure**.

- f. When a **Delivery Date** that would have applied in the absence of **Force Majeure** is reached but **Force Majeure** continues, or when **Force Majeure** continues without interruption for more than 90 **Days**, **Purchaser** may demand delivery of **Supply** or any part thereof (even if unfinished at the time of request) and related delivery documentation.

## 21. SUSPENSION

- a. **Purchaser** may, in its sole discretion, suspend performance of **Supply** or part thereof by giving written notice to **Supplier** specifying which part of **Supply** are suspended and the effective date of suspension.
- b. During suspension, **Supplier** shall take all reasonable actions to preserve and protect all **Supply**, whether completed or in-progress, including **Materials**, and shall use its best efforts to minimize **Purchaser's** costs, including by re-scheduling work under other contracts, actively searching for new work, or, with **Purchaser's** demobilizing equipment or personnel. **Purchaser's** financial responsibility shall be limited to the costs and losses which could not reasonably have been avoided or mitigated. If requested, **Supplier** shall demonstrate that it has complied with its duty to minimize **Purchaser's** costs.
- c. **Purchaser** will not accept charges for demobilization of personnel or equipment that occurs more than fourteen **Days** after a notice of a suspension is issued.
- d. **Supplier** shall resume **Supply** promptly upon **Purchaser's** reasonable written request. If **Supplier** is unable to resume **Supply** upon **Purchaser's** request, **Supplier** shall be deemed in breach of the **Agreement**, resulting in termination for cause under Article 22.b. of the **GTC**.
- e. For a suspension not the result of **Force Majeure** or **Supplier's** breach of the **Agreement**, **Purchaser** will compensate **Supplier** for the effects of suspension as provided for in the **Variation** request. As a condition precedent to such compensation, **Supplier** shall provide **Purchaser** all documentation and evidence necessary to substantiate **Supplier's** request for schedule relief and claimed costs. Agreement on the **Variation** request shall constitute **Purchaser's** sole liability to **Supplier** for such a suspension.
- f. **Purchaser** shall also have the right to suspend performance in the **Supply**, or parts thereof, in the event of a fault or failure of **Supplier** in carrying out their obligations under the **Agreement**, by giving written notice to **Supplier** specifying which parts of **Supply** are suspended and the effective date of the suspension. **If Purchaser** suspends **Supply** because of **Supplier's** breach of the **Agreement**, **Supplier** is not entitled to any **Variation** or other compensation or relief as a result of the suspension, and **Purchaser** may recover from **Supplier** all costs incurred by **Purchaser** in connection with that suspension.
- g. If **Purchaser** suspends for its convenience and such suspension continues uninterrupted for a period exceeding 90 **Days**, the **Parties** will agree upon the basis of the continuation of the **Supply**. If the **Parties** agree that the continuation proves to be impossible under the existing terms of the **Agreement**, the **Parties** may terminate for convenience the suspended part of **Supply**.

## 22. TERMINATION

### a. *Termination for Convenience.*

- i. By notice to **Supplier**, **Purchaser** may terminate the **Agreement** in whole or in part for **Purchaser's** convenience. Upon receipt of **Purchaser's** termination notice, **Supplier** shall immediately cease performance of the terminated **Supply**. In the case of partial termination for convenience, **Supplier** shall continue to perform that part of the **Supply** that is not terminated pursuant to the **Agreement**.
- ii. In the event of termination for convenience, **Purchaser** shall pay **Supplier** for **Supply** performed in strict accordance with the **Agreement** and accepted by **Purchaser**. Such payment shall constitute the full and final amount payable by **Purchaser** under the **Agreement**.
- iii. In the event of termination for convenience, **Supplier** shall:
  1. not issue any further **Suborders** or other commitments relevant to the terminated **Supply**;
  2. in **Purchaser's** sole discretion, immediately either
    - a. assign to **Purchaser** any **Suborders** or purchase orders relevant to **Supply** terminated for convenience; or
    - b. cancel such **Suborders** or purchase orders in the most cost-effective manner and on terms acceptable to **Purchaser**;
  3. promptly take all actions reasonably necessary to preserve and protect all **Supply** (completed or in-progress), including **Materials**,
  4. make available or deliver to **Purchaser**
    - a. **Supply**, together with all documents used or prepared during the performance of **Supply**;
    - b. copies of all engineering work performed up to the date of termination, including incomplete documents; and
    - c. copies of all plans, drawings, specifications and other documents and rights which **Purchaser** owns or is entitled to use under the **Agreement**; and
  5. otherwise act in strict accordance with **Purchaser's** instructions.

### b. *Termination for Cause.*

- i. **Purchaser** may immediately terminate for cause this **Agreement** and any other agreement or order between **Purchase** or its **Affiliates** and **Supplier** or its **Affiliates** if any member of **Supplier Group**:
  1. materially breaches any obligation under the **Agreement**;
  2. fails to comply with **Agreement Schedule**;
  3. violates **Applicable Laws**; or
  4. becomes insolvent, makes an arrangement with his creditors, goes into liquidation, has an execution/restraining order levied on its property, stops his payments, the ownership structure of **Supplier Group** or that of its parent company(ies) is changed, or a significant part of **Supplier Group's** assets are sold or transferred to any other party.
- ii. In the event of termination for cause, **Purchaser** shall pay **Supplier** for **Supply** performed in strict accordance with the **Agreement** as accepted by **Purchaser** up to the date of termination, less the amount corresponding to those **Claims** incurred or expected to be incurred by **Purchaser** as a result of (1) **Supplier's** acts leading up to and causing the termination and (2) for completion of **Supply** remaining to be performed, which may be performed by any person or party. **Purchaser** has no further obligation to **Supplier**.

- iii. In the event of termination for cause, **Supplier** shall:
  - 1. promptly take all actions reasonably necessary to preserve and protect all **Supply** (completed or in-progress), including **Materials**;
  - 2. immediately permit **Purchaser** (or cause to be permitted) free and unrestricted access to **Supplier Group Facility**;
  - 3. provide **Purchaser** all necessary assistance to effect transfer of:
    - a. **Supply**, including **Materials** and **Purchaser** or **Provided Items**;
    - b. documents used or prepared during the performance of **Supply**;
    - c. copies of all engineering work performed up to the date of termination, whether complete or incomplete; and
    - d. copies of all plans, drawings, specifications and other documents and rights which **Purchaser** owns, is entitled to use or otherwise needs to complete the **Supply**; and
  - 4. otherwise act in strict accordance with **Purchaser's** instructions.
- iv. In case of termination for cause, **Purchaser** may, in its sole discretion, take over any part of **Supply** from **Supplier**, including **Materials**, **Supplier Equipment** and **Purchaser Provided Items**, and any **Suborders** necessary to enable **Purchaser** to complete **Supply**, either by itself or with the help of others.
- v. **Purchaser's** rights and remedies regarding termination for cause are not exclusive and are in addition to any other rights and remedies provided by law.

## 23. INSURANCE

- a. **Supplier** shall at its own expense provide and maintain, and cause **Subsuppliers** to provide and maintain, as a minimum, the following insurance policies at their own costs and expenses throughout the entire term of the **Agreement**.
  - i. Insurance adequate to cover **Supplier's** liabilities as specified in the **Agreement** and/or to fulfil any requirements of governmental or other bodies;
  - ii. Workers' Compensation Insurance in the amount required by applicable state or local law and Employers Liability with limits no less than \$5,000,000 USD (or the equivalent thereof);
  - iii. General liability and Product liability with minimum limits commensurate with \$10,000,000 USD per occurrence and in the aggregate;
  - iv. If applicable to **Supply**, the following insurance:
    - 1. All risks Hull and Machinery insurance for each vessel, other floating or submerged devices provided by **Supplier** in connection with the **Supply** in the amount equal to the fair market value of the watercraft
    - 2. Marine Protection and Indemnity Insurance, including oil pollution insurance with coverage equivalent to the cover provided by members of the International Group Protection and Indemnity Association with a limit of cover not less than USD 25,000,000 for any one event. Both types of insurance shall include full collision liability, war risks, strikes, civil commotion and removal of wreck and debris. The insurance shall also include coverage for crew liability, third party bodily injury and property damage liability.
    - 3. Auto Liability with a minimum limit of \$5,000,000 USD;
    - 4. Aircraft Liability with a minimum limit of \$10,000,000 USD; and

5. Professional Liability with a minimum limit of \$10,000,000 USD.
- b. **Supplier Group**-provided insurance shall be issued by a company with a minimum AM Best Financial Strength Rating of A- or equivalent and shall to the extent of the indemnities and liabilities assumed by **Supplier** under the **Agreement**:
    - v. name **Purchaser Group** and **Company Group** as additional insureds or equivalent (i.e., “indemnity to principal”);
    - vi. contain a waiver of subrogation in favour of **Purchaser Group** and **Company Group**; and
    - vii. be primary, non-contributory and not excess coverage.
  - c. The insurance requirements under the **Agreement** may be met by a combination of primary and umbrella insurance policies. This Article in no way limits **Supplier’s Indemnity** obligations or other liabilities under the **Agreement**. **Supplier’s** failure to obtain and maintain insurance required by the **Agreement** constitutes a material breach of the **Agreement**.
  - d. Prior to commencing **Supply** and otherwise promptly upon **Purchaser’s** request, **Supplier** shall provide **Purchaser** a certificate evidencing the coverages and endorsements required under the **Agreement**.
  - e. If **Supplier** fails to take out insurance required under the **Agreement**, **Purchaser** may take out such insurance itself and either claim the cost from **Supplier** or deduct the cost from any sums due to **Purchaser** by **Supplier**.
  - f. **Supplier** shall immediately notify **Purchaser** of any occurrence that may give rise to an insurance claim, and **Supplier** shall endeavour to notify **Purchaser** 30 Days before the insurance is cancelled or lapses for any reason. **Supplier’s** failure to secure insurance coverage in no way relieves **Supplier** from its obligations under the **Agreement**. If liability for a **Claim** is denied by the underwriter(s), in whole or in part, because of **Supplier’s** failure to maintain the required insurance, **Supplier** shall **Indemnify Purchaser Group** and **Company Group** against all **Claims** that would otherwise be covered by that insurance or that result from the lack of that insurance.

## 24. INDENMITIES

- a. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from and against any **Claims** concerning:
  - i. personal injury to, or illness or loss of life of any member of **Supplier Group**;
  - ii. loss of, or damage to any property of **Supplier Group**; orarising out of or in connection with **Supply**, regardless of the cause thereof or any form of liability, whether strict or by negligence, in whatever form, on the part of **Purchaser Group**, **Company Group**, or any other person or party.
- b. **Purchaser** shall **Indemnify Supplier Group** from and against any **Claims** concerning:
  - i. personal injury to, or illness or loss of life of any member of **Purchaser Group**; or
  - ii. subject to sub-article 24.c., loss of, or damage to any property of **Purchaser Group**;

arising out of or in connection with **Supply**, regardless of the cause thereof or any form of liability, whether strict or by negligence, in whatever form, on the part of **Supplier Group** or any other person or party.

- c. Should any member of **Supplier Group** cause loss or damage to any **Purchaser Provided Items** or **Materials**, **Supplier** shall be liable for the costs of such loss or damage up to an amount of, or the equivalent of, \$250,000USD per occurrence for **Supply** performed offshore and/or \$2,000,000USD per occurrence for **Supply** performed onshore.
- d. Subject to sub-article 24.a., **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from and against any **Claims** concerning:
  - i. personal injury to, or loss of life of **Company Group** or **Third Parties**; or
  - ii. subject to clause 24.c loss of, or damage to any property of **Company Group** or **Third Parties**;

arising out of or in connection with **Supply**, to the extent of and in proportion to the negligence, breach of statutory or other duty, or other fault of **Supplier Group**.

- e. **Purchaser** shall **Indemnify Supplier Group** from and against any **Claims** concerning:
  - i. personal injury to, or loss of life of **Third Parties**; or
  - ii. loss of, or damage to any property of **Third Parties**;

arising out of or in connection with **Supply**, to the extent of and in proportion to the negligence, breach of statutory or other duty, or other fault of **Purchaser Group**.

- f. **Supplier** shall use all reasonable efforts to perform **Supply** in a manner that will prevent any pollution, and **Supplier** is liable for **Supplier Group's** disposal of all pollutant substances, articles, gases or liquids arising directly or indirectly from performance of **Supply**. Furthermore, **Supplier** is liable for all costs of control or removal of any debris caused by **Supplier Group**.
- g. Without prejudice to sub-article 24.d. above, and except as otherwise provided in the **Agreement**, **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from and against any **Claims** concerning pollution or contamination emanating from the property or premises owned, leased, or hired by **Supplier Group** or otherwise in the care, custody, or control of **Supplier Group**, arising out of or in connection with **Supply**, regardless of the cause thereof or any form of liability, whether strict or by negligence, in whatever form, on the part of **Purchaser Group** or **Company Group**, or any other person or party.
- h. Subject to sub-article 24.e. above, and except as otherwise provided in the **Agreement**, **Purchaser** shall **Indemnify Supplier Group** from and against any **Claims** concerning pollution or contamination emanating from or at those facilities owned by **Purchaser**, arising out of or in connection with the **Supply**, regardless of the cause thereof or any form of liability, whether strict or by negligence, in whatever form, on the part of **Supplier Group** or any other person or party.
- i. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from **Claims** resulting from infringement of patent or other **Intellectual Property** rights in connection with **Supply**, or **Purchaser Group** or **Company Group's** use of **Supply**. **Purchaser** shall, at **Supplier's** expense, have the right to be represented by counsel of its own choosing, which shall cooperate fully in the defense of any such **Claims** and shall provide all evidence in its control.
- j. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from and against any and all **Claims** that arise out of or relate to **Supplier Group's**:

- i. delay in furnishing, or failure to furnish any documents or information required for compliance with **Applicable Laws** related to **Supply**; or
  - ii. noncompliance with **Applicable Law**, including any **Tax Evasion Offense** or **Tax Evasion Facilitation Offense**; or
  - iii. **Supplier Group's** breach of Article 15;
- arising out of or in connection with **Supply**.

- k. **Supplier** agrees to pay, discharge, be responsible for and shall **Indemnify Purchaser Group** from all liens, **Claims** (including legal fees and other expenses incidental thereto, whether groundless or not) judgments and awards which may arise out of or in connection with this **Agreement**, except to the extent attributable to **Purchaser Group**. **Supplier** shall at **Purchaser's** request, furnish proof satisfactory to **Purchaser** that all such liens, **Claims**, suits, judgments and awards have been satisfied or released. **Purchaser** shall also have the right to make payment direct to any such lienor or claimant and such payments shall be reimbursed by **Supplier** on demand or deducted from such payments outstanding to **Supplier**.
- l. Notwithstanding anything to the contrary, in no event is **Supplier Group** entitled to any benefit of **Indemnity** or limitation of liability for any **Claims** caused by or arising from the **Gross Negligence** or **Wilful Misconduct** of **Supplier Group**.
- m. The **Indemnities** under this article 24 shall continue to be binding on **Purchaser** and **Supplier** notwithstanding the completion of the **Supply** or earlier termination of the **Agreement**.

## 25. CONSEQUENTIAL LOSS

- a. **Purchaser** shall **Indemnify Supplier Group** from **Purchaser Group's** and **Company Group's** own **Consequential Loss** arising out of or in connection with **Supply**, regardless of cause or any form of liability, whether strict or by negligence, in whatever form, on the part of **Supplier Group**, **Company Group**, or any other person or party, and regardless of any other provisions of the **Agreement**.
- b. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from **Supplier Group's** own **Consequential Loss** arising out of or in connection with **Supply**, regardless of cause or any form of liability, whether strict or by negligence, in whatever form, on the part of **Purchaser Group** or any other person or party, and regardless of any other provisions of the **Agreement**.

## 26. COMPLIANCE

- a. **Compliance**.
  - i. **Purchaser** may provide **Supplier** select information as to the legal, regulatory, administrative, judicial, or other requirements applicable to **Supply**. Regardless of whether **Purchaser** provides such information, **Supplier**:

1. acknowledges that it has taken note of **Purchaser's** Code of Business Conduct and Supplier & Subcontractor Integrity Expectations, each available at: <https://www.technipfmc.com/en/services/suppliers>;
2. acknowledges that it has been made aware of **Purchaser's** compliance helpline, EthicsPoint, available at: [www.technipfmc.ethicspoint.com](http://www.technipfmc.ethicspoint.com);



3. acknowledges that it has taken note of any **Company** business principles or code of ethics or other standards specified in the **Agreement**;
4. agrees that it and **Subsuppliers** shall adhere to the principles contained in **Purchaser's** Code of Business Conduct (or where **Supplier** has adopted equivalent principles, to those equivalent principles) and **Purchaser's** Supplier & Subcontractor Integrity Expectations in all its dealings with, for, or on behalf of **Purchaser** in connection with this **Agreement** and the business resulting therefrom;
5. shall take all action necessary to ensure it is updated with, and always complies with any governmental, administrative, and judicial laws, rules, codes, regulations, directives, and orders, including any changes in relation thereto; and
6. shall ensure that **Subsupplier** personnel of any tier engaged in **Supply** are legally employed or otherwise retained and that **Subsuppliers** of any tier fully comply with the laws and regulations stipulated in this Article 26 and in accordance with **Applicable Laws** and **Trade Control Laws**.

b. **Human Rights.**

- i. **Supplier** shall adhere to those principles enshrined in the pertinent international and regional conventions on human rights and in particular to the principles set out in the Organization for Economic Cooperation and Development Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights and in the core International Labour Organization (UN) Conventions.
- ii. **Supplier** shall comply with all **Applicable Laws** regarding labour rights and fair working conditions, forced or child labour. **Supplier** further represents and warrants that it or any **Subsupplier** will not utilize child labour or forced labour in violation of the above-mentioned conventions.
- iii. **Supplier** shall, at all times, respect the human rights of its workers and treat them with dignity and respect. This includes prohibition of any form of child labour, forced labour or modern slavery, prohibition of discrimination in all forms, fair treatment, and fair working conditions, including working hours; wages and benefits; health, safety, and security; ethical recruitment; freedom of association and collective bargaining; and grievance mechanisms. **Supplier** shall commit to the following principles:
  1. Workers, irrespective of their nationality, gender, ethnicity, social and legal status, race, religion, or other protected status, are treated with dignity, respect, and fairness, and are not subject to harassment, discrimination, abuse, or inhuman or degrading treatment.
  2. Workers are not subject to forced, coerced, trafficked, bonded, child, or involuntary labour of any form.
  3. Workers must be recruited through ethical and legal means whereby all recruitment must be free from discrimination and all forms of involuntary labour, slavery, and trafficking. **Supplier** must commit to responsible recruitment in its operations and prohibit the payment of fees by the worker. Conditions of employment must be transparent and agreed upon in writing prior to commencing work in a language that is understood by the worker.
  4. Workers are free to refuse their contract; cancel and change their employment; and, where appropriate, return home travel at the end of the employee's employment contract should be provided.
  5. Workers have a safe and healthy work environment, subject to a robust health and safety management system that is compliant with all governing health and safety laws and regulations and is aligned with applicable international standards and industry best practice. This includes access to safe and clean transportation and welfare amenities on project sites, and the promotion of transparent and external reporting regarding health and safety incidents.
  6. Living conditions are safe, clean, and habitable: Workers, when provided with accommodation, have living conditions that are safe, clean, hygienic, and habitable, where consideration is given to their physical and mental health and well-being.



7. Workers have access to passports and personal documentation at all times. Workers have freedom of movement outside normal working hours unless there are legitimate safety or security issues that might threaten the health, safety, or well-being of the worker.

8. Wage and benefit agreements are respected: Workers are paid their agreed wages regularly and on time. Workers will receive all benefits to which they are entitled in accordance with contractual arrangements.

9. Workers have the right to freedom of association. In countries where the right to freedom of association is restricted under law, **Supplier** should recognize the right of workers to develop alternative means for independent and free association and to communicate and promote their rights and welfare.

10. Workers have and are aware of the means to report grievances or any activity that is inconsistent with these principles without fear of retaliation, retribution, or dismissal, and to have them addressed in a prompt, fair, and consistent manner.

- iv. **Supplier** shall ensure that its **Subsuppliers** or any other party it engages in connection with this **Agreement** are informed of and will comply with the foregoing requirements of this sub-article.

c. *Trade Control.*

- i. The **Parties** and their respective officers, directors, and personnel involved in this **Agreement** shall comply with all applicable **Trade Control Laws** including, but not limited to, any applicable resolutions, laws, or regulations adopted, maintained, or enforced by any **Sanctions Authority**. No provision in this **Agreement** should be interpreted or applied in a way that would require any party to do, or refrain from doing any act which would constitute a violation of or result in a loss of economic benefit under applicable **Trade Control Laws**.
- ii. **Supplier** represents and warrants that, to the best of its knowledge, at the date of this **Agreement** neither **Supplier** nor any of its respective directors or officers are included on a list of targeted persons, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable **Trade Control Laws** (a “**Targeted Person**”) and it is not directly or indirectly owned by 50% or more, in the aggregate or individually, or otherwise controlled by any **Targeted Person**.
- iii. **Supplier** shall promptly notify **Purchaser** if it becomes a **Targeted Person** or becomes directly or indirectly owned by 50% or more, in the aggregate or individually, or otherwise controlled by any **Targeted Person**. As soon as reasonably practicable upon the request of **Purchaser**, **Supplier** shall provide **Purchaser** with the shareholders’ structure of **Supplier** indicating ultimate owners of at least 5% and more of **Supplier’s** shareholder/charter capital.
- iv. If, as a result of **Supplier’s** shareholding structure or **Supplier** becoming a **Targeted Person** or becoming fully or partially owned, directly or indirectly, by any **Targeted Person**, **Purchaser’s** performance of its obligations under this **Agreement** would, in **Purchaser’s** sole opinion, constitute a breach of or otherwise become impractical to fulfil due to applicable **Trade Control Laws**, **Purchaser** shall, as soon as reasonably practicable, give written notice to **Supplier** of its inability to perform or fulfil such obligations. Once such notice has been received by **Supplier**, **Purchaser** is entitled to either (1) immediately suspend the performance of the affected obligation under the **Agreement** until such time as **Purchaser** may lawfully discharge such obligation or (2) terminate the **Agreement** pursuant to sub-article g. below.
- v. Any delays or failure of performance or termination of the **Agreement** by **Purchaser** due to the circumstances set out in paragraph iv. above does not constitute a breach of the **Agreement** by **Purchaser** and **Purchaser** is not liable to **Supplier** for any costs, expenses, or damages associated with such delay or failure of performance or termination of the **Agreement**.

- vi. **Supplier** shall provide **Purchaser** with all Harmonized Tariff Schedule codes, Export Control Classification Numbers, Country of Origin certificate(s), manufacturer name, Free Trade Agreement qualification, and chemical abstract service number (if applicable), and any subsequent changes thereto, for any items provided under this **Agreement**.
  - vii. Whenever **Supplier** is the exporter, unless otherwise agreed, **Supplier** will obtain all export licenses and authorizations required by applicable **Trade Control Laws** and provide **Purchaser** written notice of such license(s) and authorization(s) and all applicable conditions.
  - viii. **Supplier** shall not provide anything to **Purchaser** that is from or transhipped through any jurisdiction subject to U.S. or EU comprehensive sanctions (which, as of May 15, 2019, includes Cuba, Iran, North Korea, Syria, and Crimea) and will not take any action, furnish any information, or make any request that would be reportable or would result in a violation of law or penalty for **Purchaser** or any of its **Affiliates** under any applicable antiboycott laws and regulations.
  - ix. **Supplier** shall ensure that its **Subsuppliers** or any other party it engages in connection with this **Agreement** are informed of and will comply with the foregoing requirements of this sub-article.
- d. ***Anti-Bribery and Corruption.***
- i. **Supplier** shall adhere to those principles enshrined in the pertinent international and regional conventions on combating corruption and shall comply with all **Applicable Laws** regarding anti-corruption, including, but not limited to, the Foreign Corrupt Practices Act (U.S.) and the UK Bribery Act 2010 (UK). **Supplier** shall ensure that each member of **Supplier Group** has agreed or will agree prior to commencement of **Supply** to these requirements.
  - ii. **Supplier**, in respect of the **Agreement** and the matters that are the subject of the **Agreement**, represents and warrants that neither it nor to its knowledge anyone on its behalf, has made, offered, or promised, nor will make, offer, or promise anything of value or any advantage, whether directly or through an intermediary, to or for the use of any person, organization, or company, including any employee, consultant, or agent of **Purchaser Group** or **Company Group**, or any of their family members, where such payment, gift, promise, or advantage would be for purposes of:
    - 1. influencing any act or decision of such person, organization, or company;
    - 2. inducing an act of a **Government Official** to do or omit to do any act in violation of his or her lawful duties;
    - 3. securing any improper advantage; or
    - 4. inducing a **Government Official** to improperly use his or her influence to affect any act or decision of any department, agency, or instrumentality of any government or public enterprise.
  - iii. **Supplier** consents to the written disclosure (if required or compelled by operation of **Applicable Law**, regulation, or court order) by **Purchaser** of **Supplier's** identity and the amounts paid or to be paid to **Supplier** under this **Agreement**.
  - iv. **Supplier** declares that all payments due to **Supplier** under the **Agreement** shall be made by bank wire transfer to the bank account of **Supplier** at a designated bank in the country where **Supplier** performs **Supply** (or is headquartered).

e. **Tax Evasion.**

i. **Supplier** represents and warrants to **Purchaser** that **Supplier** and its personnel:

1. are fully aware of and understand the provisions of all applicable foreign and domestic taxation laws, including but not limited to the UK Criminal Finances Act 2017, any enactment, modification or replacement of the same from time to time, and any subordinate legislation made under the same (collectively, the “**Taxation Laws**”) and that it has in place robust and reasonable internal procedures (including, but not limited to, appropriate policies, approval processes, training, and monitoring) to ensure that its employees, agents, contractors, and representatives comply with **Taxation Laws**;

2. have not committed and will not commit an offense of cheating the public revenue or of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax (collectively, the “**Tax Evasion Offenses**”); and

3. have not facilitated and will not facilitate a **Tax Evasion Offense** by being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by another person; aiding, abetting, counselling, or procuring the commission of a **Tax Evasion Offense**; or being involved in the commission of an offense consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax (collectively, the “**Tax Evasion Facilitation Offenses**”).

ii. **Supplier** shall promptly notify **Purchaser** in writing if it becomes aware of any behavior that causes **Supplier** to become aware of or have reasonable grounds to suspect any violation of **Taxation Laws** or if it or any **Supplier** personnel become the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any **Tax Evasion Offense** or **Tax Evasion Facilitation Offense**, or any such investigation is threatened or pending.

iii. Failure of **Supplier** to comply with any part of this sub-article 26.e. constitutes a material breach of the **Agreement**. **Purchaser** may terminate the **Agreement** immediately upon written notice to **Supplier** where **Purchaser** determines in good faith that **Supplier** or **Subsupplier** has breached any part of this sub-article.

f. **Privacy and Data Protection.** The **Parties** agree that they each separately determine the purposes and means of processing of **Personal Information** and are therefore each separately responsible for such processing (*i.e.*, independent data controllers). The **Parties** will each comply with their respective privacy and data protection obligations as required by **Applicable Law**. Such obligations may include, but are not limited to, ensuring lawfulness of processing of **Personal Information**, responding to individuals’ rights requests, providing adequate notice to the individuals regarding the processing of **Personal Information**, compliance with cross-border data transfer obligations, appropriate handling of data security incidents, responding to and cooperating with regulatory requests and investigations, keeping records of all processing activities, and ensuring security of **Personal Information**. In respect of security, the **Parties** will:

i. hold **Personal Information** in strict confidence and not disclose **Personal Information** to any **Third Party** without appropriate contractual safeguards;

ii. establish, maintain, and comply with a written information security program that contains administrative, technical, and physical safeguards to ensure the security, confidentiality, and integrity of **Personal Information** and to protect against threats or hazards to the integrity and security of the unauthorized or accidental destruction, loss, alteration, or use of, and the unauthorized access to **Personal Information** (the “**Data Safeguards**”);

iii. employ **Data Safeguards** meeting or exceeding the requirements of **Applicable Law**, including, but not limited to, data protection legislation;

- iv. maintain appropriate access controls, including, but not limited to, limiting access to **Personal Information** to the minimum number of their personnel who require such access, and to the minimum extent necessary, and provide their personnel with appropriate training relating to information security; and
  - v. test, assess, review, and revise **Data Safeguards** from time to time in accordance with prevailing industry standards.
- g. **Information Security.**
- i. **Supplier** will immediately advise **Purchaser** of any unauthorized access to **Purchaser's** information, including but not limited to Malware attacks, such as phishing emails that gain access to **Supplier's** systems which affect payment terms and conditions of the **Agreement**. **Supplier** shall promptly at its own expense take actions as **Purchaser** requests, to comply with applicable laws and regulations governing data breach or cyber-attacks, and related matters, or to mitigate the effects of any data breach or cyber-attack.
  - ii. All **Purchaser** information is retained only for as long as required by **Purchaser** and applicable laws and regulations and is responsibly disposed of or destroyed as requested by **Purchaser**. For as long as **Supplier** retains **Purchaser** information, including after the duration of the **Agreement**, **Supplier** will ensure that all **Purchaser** information is preserved in a manner that prevents inappropriate disclosure.
  - iii. **Supplier** acknowledges that **Purchaser** information to which **Supplier** has access will at all times remain the property of **Purchaser** and **Supplier** will acquire no rights or interests in such information. **Supplier** acknowledges it shall maintain the security, integrity and availability of all **Purchaser** information to which it has access. **Supplier** shall without undue delay advise **Purchaser** of an unauthorized access to **Purchaser** information, and, promptly at its own expense take actions as **Purchaser** request to comply with applicable laws and regulations governing data breach and related matters. **Supplier** will be responsible for any costs, fines, penalties or other losses that **Purchaser** incurs as a result of any unauthorized access.
  - iv. Unless **Purchaser** asks **Supplier** in writing to retain certain **Purchaser** information because of pending or anticipated litigation, investigation, audit or other purposes as directed **Purchaser**.
- h. **Enforcement.**
- i. **Supplier** shall establish procedures to comply with this Article 26, including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain. **Purchaser** or **Company** or any person authorized by either of them has the right to conduct audits of such procedures, including the right to review **Supplier's** books and records. If **Supplier** discovers it has failed to comply with this Article 26 or that a failure is possible, **Supplier** shall immediately notify **Purchaser** and cooperate in good faith to determine whether noncompliance has occurred, including providing **Purchaser** free and unrestricted access to all documentation and information necessary to sufficiently determine whether a breach has or might occur. **Supplier** shall provide **Purchaser** certification of its compliance with this Article 26 upon request and shall promptly notify **Purchaser** if it learns of any government investigation or proceeding regarding an alleged breach of law by **Supplier Group** related to the **Agreement**.
  - ii. If **Purchaser** has reason to believe that a breach of this Article 26 has occurred or may occur, **Purchaser** may withhold further payments until such time as it has received confirmation to its complete satisfaction that no breach has occurred or will occur, notwithstanding anything to the contrary. **Purchaser** is not liable to **Supplier** for any **Claim** whatsoever related to **Purchaser's** decision to

withhold payments under this sub-article, and **Supplier** shall **Indemnify Purchaser** from and against any **Claim** related thereto.

- iii. **Supplier** represents and warrants that it and its **Affiliates** have not taken and will not take any direct or indirect action inconsistent with this Article 26. Upon any breach of this Article 26, the **Agreement** is void and invalid from the outset without the requirement of any written notice of cancellation. Any claims for payment by **Supplier**, including claims for **Supply** previously rendered are automatically terminated and cancelled and all payments previously made are immediately refunded to **Purchaser**. **Supplier** shall further **Indemnify Purchaser Group** and **Company Group** from and against all **Claims** arising from or related to such breach or the cancellation of this **Agreement**, or both.

## 27. INTELLECTUAL PROPERTY RIGHTS

- a. **Purchaser** and **Supplier** retain any right, title or interest in their respective **Background IP**.
- b. **Purchaser** may use the drawings and documents, including the related software documents, prepared for **Supply** for the purpose of the contract entered into with **Company** if on **Supplier's** letterhead or under its logo. **Purchaser** or **Company's** use of certain software (as specified by **Supplier** and including but not limited to control/safety system software) will be governed exclusively by the applicable **Supplier** or **Third Party** software license agreement.
- c. **IP** developed during the performance of **Supply** or based on information provided by **Purchaser** vests in **Purchaser**. **Supplier** shall immediately notify **Purchaser** of any such developed **IP** and shall provide all assistance necessary to enable **Purchaser** to acquire and register such **IP**. **Purchaser** shall reimburse **Supplier** all reasonable costs arising from such assistance, including compensation to **Supplier's** employees or others pursuant to **Applicable Laws** or general agreements concerning compensation for **IP**.
- d. Except as otherwise provided in the **Agreement**, **Supplier** grants **Purchaser** and **Company** a non-exclusive, irrevocable, royalty-free, transferable and sub-licensable license to use
  - i. **Supplier's Background IP**, including firmware, software and documentation, and copies thereof; and
  - ii. **IP** vesting in **Supplier** under the **Agreement**, to the extent necessary for **Purchaser** to test, operate, maintain, repair, modify, extend or rebuild **Supply**.
- e. Drawings, documents, data and information of any kind furnished by **Purchaser** to **Supplier** remains **Purchaser's** property, and **Supplier** shall not disclose or use such drawings, documents, data or information without **Purchaser's** prior written consent for any purpose other than **Supply**.
- f. If an **IP** rights infringement claim is brought against **Purchaser** or **Company**, **Supplier**, despite any appeal, shall, at its own expense, as soon as the judgement in the first instance has been delivered either (i) obtain the right for **Purchaser** to continue using **Supply** or (ii) in agreement with **Purchaser** and in **Purchaser's** sole discretion, either (a) have **Supply** replaced by a non-infringing alternative that otherwise achieves the same effect as the original **Supply** or (b) have **Supply** modified in such a manner as to remove the cause of infringement.
- g. **Supplier** shall not use **Background IP** or **IP** vesting in **Purchaser** under this Article 27 for any purpose other than performance of **Supply**. **Supplier** shall provide all documentation, computer programs and copies of same to **Purchaser** on or before **Delivery Date**, unless explicitly agreed otherwise.



## 28. CONFIDENTIAL INFORMATION

- a. The **Parties** shall treat all **Confidential Information** exchanged under the **Agreement** as confidential and shall not disclose **Confidential Information** to any other person without **Disclosing Party's** written permission. The obligations under this Article 28 do not apply to **Confidential Information**:
  - i. disclosed by **Purchaser** to **Company** for **Supply**; or
  - ii. already known to **Receiving Party** at the time the information was received; or
  - iii. that becomes part of the public domain other than through the fault of **Receiving Party** or any member of its **Group**; or
  - iv. rightfully received from a party other than **Purchaser, Supplier** or **Company** without an obligation of confidentiality; or
  - v. required to be divulged by law, public authority or a commonly recognized stock exchange.
- b. Either **Party** may disclose **Confidential Information** to another party to the extent necessary for performance or control of **Supply**; provided, however, that in each such case, **Receiving Party** disclosing **Confidential Information** ensures that the party to whom it discloses **Confidential Information** signs a written confidentiality agreement containing provisions at least as stringent as those in the **Agreement** and remains liable to **Disclosing Party** for breach of those obligations by the party to whom it disclosed **Confidential Information**.
- c. **Supplier Group** shall not publish information concerning its business with **Purchaser, Supply, Company** or the **Agreement** without **Purchaser's** prior written approval, which **Purchaser** may withhold in its sole discretion.
- d. The obligations under this Article 28 apply for a period of ten (10) years following the date of expiry of the **Defects Correction Period** of the applicable **Agreement**.
- e. For the purposes of this Article 28, **Purchaser** or **Supplier** is referred to as "**Disclosing Party**" when disclosing **Confidential Information** to the other **Party** and as "**Receiving Party**" when receiving **Confidential Information** from the other **Party**.

## 29. CHOICE OF LAW AND DISPUTE RESOLUTION

- a. The **Agreement** is governed by and interpreted in accordance with the laws of England and Wales, excluding any conflicts of law principles that would direct the substantive law of another jurisdiction to apply.
- b. Amicable settlement of disputes is in the **Parties'** mutual best interests. Each **Party** agrees to promptly notify the other of any dispute arising under the **Agreement** and to engage in good faith consultation between (i) **Purchaser's** applicable Senior Category Manager or Regional Procurement Office Director on the one side and (ii) **Supplier's** equivalent representative(s) on the other side to expeditiously resolve such dispute, in particular to safeguard the delivery to **Purchaser's** needs. If such consultation does not resolve the dispute within 60 **Days** from notification thereof, the **Parties** agree to escalate the dispute to good faith consultation between their respective General Managers (or equivalent).
- c. If the **Parties** fail to resolve the dispute via escalation within 60 **Days** from submission to the respective General Managers, the dispute may be referred to, and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, which are deemed incorporated by reference into

this Article 31, in London, England. The arbitrators' decision is considered as a final and binding resolution between the **Parties**.

### 30. GENERAL LEGAL PROVISIONS

- a. **Independent Contractor.** The **Agreement** should not be construed as creating a joint venture, partnership, or the like between the **Parties** or their **Affiliates**. Neither **Party** should act or be deemed to act on behalf of the other **Party** or its **Affiliates**, nor have the right to bind the other **Party** or its **Affiliates**. Each **Party** is an independent entity and shall always during the term of the **Agreement** be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and **Subsuppliers** engaged by **Supplier** for the performance of **Supply** are direct employees of **Subsupplier** or **Supplier**, and **Supplier** remains solely responsible for all matters related to compliance with relevant employment laws.
- b. **Notices.** Unless expressly prescribed elsewhere in the **Agreement**, all communications, instructions, notifications, agreements, authorizations, approvals, and acknowledgements between the **Parties** must be provided in writing to the representative identified in the **Agreement**. Either **Party** may modify its address or any other contact information for receipt of notice with prompt written notification to the other **Party**.
- c. **Assignment.** With prior written notice, **Purchaser** may freely assign its rights and obligations under the **Agreement**. **Supplier** shall not, without the prior written consent of **Purchaser**, assign its rights and obligations under the **Agreement** to any other party. Any assignment by **Supplier** without **Purchaser's** consent is void.
- d. **Survival.** Termination of the **Agreement** or fulfilment of the **Parties'** obligations under the **Agreement** does not release the **Parties** from obligations which expressly or by their nature survive the **Agreement** or extend beyond the **Agreement** termination or acceptance of **Supply**.
- e. **Severability.** If any provision of the **Agreement** is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability should not affect the other provisions of the **Agreement** and all provisions not affected remain in full force and effect. The **Parties** agree to substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves to the greatest possible extent the economic, legal, and commercial objectives of the invalid or unenforceable provision.
- f. **Waiver.** No benefit or right accruing to either **Party** under the **Agreement** is waived unless the waiver is reduced to writing and signed by the **Parties**. Failure of either **Party** to exercise any of its rights under the **Agreement** in no way constitutes a waiver of those rights, nor does such failure excuse the other **Party** from any of its obligations. The waiver of, or failure to require the performance of any obligation under the **Agreement** is not a waiver of a similar later breach.
- g. **Remedies Cumulative.** Unless stated otherwise, the rights and remedies provided for in the **Agreement** are cumulative and not exclusive of any other rights and remedies, whether provided by law or otherwise.
- h. **United Nations Convention on Contracts for the International Sale of Goods.** The **Parties** waive all rights under or applicable to the UN Convention on Contracts for the International Sales of Goods.
- i. **Contracts (Rights of Third Parties) Act.**
  - i. Except to the extent any member of **Purchaser Group** (other than **Purchaser**), any member of **Supplier Group** (other than **Supplier**), or any member **Company Group** (the "**Outside Party**") is entitled to insurance or **Indemnity** protection under the **Agreement** or other rights expressly set



forth in the **Agreement**, the **Parties** intend that no provision of the **Agreement** by virtue of the Contracts (Rights of Third Parties) Act 1999 (the “**Act**”) confers any benefit on, nor be enforceable by any person who is not a party to the **Agreement**.

- ii. Notwithstanding anything to the contrary, the **Agreement** may be rescinded, amended, or varied by the **Parties** without notice to or the consent of any **Outside Party**, even if as a result **Outside Party’s** right to enforce a term of the **Agreement** may be varied or extinguished.
  - iii. The right of any **Outside Party** pursuant to i. above is subject to the provisions of Article 29 in respect of any claim by **Outside Party** in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Article 29.
  - iv. In enforcing any right to which it is entitled by the **Act** and the provisions of the **Agreement**, the remedies of **Outside Party** are limited to damages.
  - v. **Outside Party** is not entitled to assign any benefit or right conferred on it under the **Agreement** by the **Act**.
- j. **Entire Agreement.** The **Agreement** embodies the entire agreement between the **Parties** with respect to the subject matter thereof, and prevails over any previous oral or written understandings, commitments, or agreements pertaining to the subject matter thereof.

### 31. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, whether terminated or not, Supplier’s cumulative overall liability arising out of or in any way connected with the performance or non-performance of this Agreement and regardless of the kind and irrespective of any claim in tort, under contract or otherwise at law, shall not exceed a cumulative maximum amount equal to 100% of the PO Price or \$2,000,000, whichever is greater, but excluding liability according to Articles 14, 16, 23, 24, 26, 27 and 28.

## APPENDIX “A” – DEFINITIONS

The bolded and underlined terms and phrases contained in this *Appendix “A”* have the meaning given here and should be used to read, interpret and understand the intent of the **Parties** with respect to the **Agreement**.

<b><u>Affiliates</u></b>	means any corporation, partnership, or other business entity controlled by, or controlling, or under common control with any <b>Party</b> or signatory to this <b>Agreement</b> , with "control" meaning direct or indirect ownership of more than 50% of the voting power, or of the interest in the income of such corporation, partnership or other entity, or having the power to appoint the majority of its directors or otherwise having the power to direct its business activities.
<b><u>Agreement</u></b>	includes those documents referenced in the Form of Agreement within the <b>PO</b> , in addition to any other document agreed by the <b>Parties</b> to constitute part thereof, all of which that define and govern the rights and obligations of <b>Purchaser</b> and <b>Supplier</b> regarding <b>Supply</b> .
<b><u>Agreement Schedule</u></b>	means the schedule of events and associated dates established in the <b>Agreement</b> , including any milestone dates.
<b><u>Applicable Laws</u></b>	means any constitutional provision, statute, act, code, regulation, rule, law, ordinance, order, decree, directive, ruling, proclamation, resolution, regulatory act, provisional measure, judgment, decision, declaration or official interpretation or application thereof by a governmental authority applicable to a <b>Party</b> or the <b>Supply</b> , except to the extent prohibited by or penalized under the laws or regulations of the United States.
<b><u>Background IP</u></b>	means all <b>IP</b> owned by or licensed to a <b>Party</b> that is developed prior to entering into the <b>Agreement</b> or outside the scope of <b>Supply</b> performed under the <b>Agreement</b> .
<b><u>Claims</u></b>	means claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities and attorneys’ fees) or causes of action of any kind or character.
<b><u>Company</u></b>	means the legal entity that has entered into a contract with <b>Purchaser</b> for which <b>Supply</b> is intended.
<b><u>Company Group</u></b>	means <b>Company</b> , its joint-owners, co-lessees, partners, and joint venturers, if any, its and their <b>Affiliates</b> , any entity for which <b>Company</b> has contracted to provide supply, each of their contractors and subcontractors (excluding <b>Purchaser Group</b> and <b>Supplier Group</b> ), and the officers, directors, employees, consultants, agents and invitees of the foregoing.
<b><u>Confidential Information</u></b>	means all technical, commercial, or other information or materials that should be reasonably inferred to be of a confidential or proprietary nature, whether on paper, in machine readable format, by sound or video, or otherwise, relating to a <b>Party</b> or other person’s business, including but not limited to business plans, property, way of doing business, business results or prospects, the terms and negotiations of the <b>Agreement</b> , proprietary software, <b>Intellectual Property</b> rights, or business records.
<b><u>Consequential Loss</u></b>	means any indirect or consequential loss or damage under <b>Applicable Law</b> ; and loss of production, loss of product, loss of use, loss of business, business interruption, loss of reputation, financial loss, loss of revenue and profit (whether direct or indirect) or anticipated profit, in each case whether direct or indirect; whether arising directly or indirectly from or related to the performance of the <b>Supply</b> and whether or not such loss was foreseeable at the time of entering into the <b>Agreement</b> .

<u>Day</u>	means calendar day.
<u>Defects Correction Period</u>	means that period during which <b>Supplier's</b> warranty obligations apply to <b>Supply</b> , as further detailed in sub-article 12.b.
<u>Delivery Date</u>	means the date of delivery of <b>Supply</b> as indicated in the <b>Agreement</b> .
<u>Effective Date</u>	means the date indicated in the <b>Agreement</b> that triggers the rights and obligations of the <b>Parties</b> under that <b>Agreement</b> .
<u>Facility</u>	means the place where <b>Supply</b> is performed, excluding the <b>Site</b> .
<u>Final Documentation</u>	means all documentation, printed or recorded, whether electronic, digital, optical, or otherwise, to be delivered to <b>Purchaser</b> by <b>Supplier</b> or on behalf of <b>Supplier</b> under the <b>Agreement</b> .
<u>Force Majeure</u>	means an act, event or condition that is beyond the control of a <b>Party</b> and could not be avoided and is not the result of any act, omission or delay that occurs after the <b>Effective Date</b> which impacts the affected <b>Party's</b> ability to perform its obligations under the <b>Agreement</b> and is not an act, event or condition, the risks or consequences of which such <b>Party</b> has expressly agreed to assume hereunder. " <b>Force Majeure Event</b> " includes the following (if the conditions and requirements described herein are satisfied): (1) acts of nature (earthquake, floods, tsunamis/cyclone/hurricane/typhoon, volcanic eruption, tornados, lightning strike), excluding weather conditions as such regardless of severity; (2) fire or explosion; (3) maritime or aviation disasters; (4) 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; (5) changes to general or local general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted <b>Government Authority</b> , or the introduction of any such statute, ordinance, decree, law, regulation or by-law; (6) global pandemic or endemic; (7) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurpation of power, acts of foreign enemies, sabotage, acts of terrorism; or ; (8) strikes (national or regional), work stoppages or other labor actions that are not directed solely at <b>Supplier</b> or any <b>Subsupplier</b> , but excluding acts, events or conditions attributable to <b>Subsuppliers</b> of any tier (and generally any person dependent on or working for <b>Supplier</b> ) or any defect or nonconformity of <b>Supply</b> attributable to defective materials or means used for the implementation of the <b>Agreement</b> ..
<u>General Terms and Conditions or GTC</u>	means this written document, including attachments, that defines the conditions and governs the relationship between <b>Supplier</b> and <b>Purchaser</b> in relation to the <b>Agreement</b> .
<u>Government Authority</u>	means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.
<u>Government Official</u>	means and includes any: (i) elected or appointed government official; (ii) employee, official, contractor, consultant or representative of a government or a state-owned or controlled enterprise, including all employees of any national oil company; (iii) employee or person acting for or on behalf of a government official; (iv) political party, officer, employee or person acting for or on behalf of a political party or candidate for public office; (v) person in the service of a government, including members of the military, police or civil service; (vi) employee or person acting for or on behalf of a public international organization; (vii)

employees of Non-Governmental Organizations; or (viii) family members and relatives of any of the above.

**Gross Negligence**

means an act of an unreasonable character in disregard of a known or obvious risk that was so great as to make it highly probable that harm would follow, and which has been carried out with conscious indifference to the outcome.

**Indemnify**

means to release, defend, indemnify and hold harmless.

**IP**

means all commercial and technical information, including all kinds of technology, ideas, concepts, drawings, inventions, formulas, processes, procedures, designs, specifications computer programs, data, patents, patent applications, trademarks, trademark applications, copyrights, and documentation or information together with copies of same irrespective of means of storage.

**Local Law Supplement**

means those terms and conditions included in the **Agreement** establishing an alternative choice of law for that particular **Agreement** and modifying and/or supplementing the **Agreement** terms in accordance with such choice of law.

**Material**

means all equipment and materials required for, or to be incorporated into **Supply**, other than **Purchaser Provided Items**.

**Material Requisition**

means the documentation setting forth the scope of **Supply**, including any drawings, specifications or other information related thereto.

**Particular Terms and Conditions or PTC**

means those terms and conditions provided in the **Agreement** that supplement or override the terms and conditions of this **GTC**, as further detailed in Article 2 of this **GTC**.

**Party or Parties**

means **Purchaser** or **Supplier** individually, or **Purchaser** and **Supplier** collectively.

**Personal Information**

means information that identifies an individual or relates to an identifiable individual.

**PO Price**

means the total sum payable to **Supplier** for **Supply** in accordance with the **Agreement**.

**Purchase Order** or **PO**

means the document issued by **Purchaser** signifying **Purchaser's** commitment for **Supply**, which **Supplier** shall provide pursuant to the **Agreement**.

**Purchaser**

means the legal entity entering into the **Agreement** with **Supplier**, as stated in the **Agreement**.

**Purchaser Group**

means **Purchaser**, its **Affiliates**, its contractors and subcontractors (excluding **Supplier Group**), and the officers, directors, employees, consultants, agents and invitees of the foregoing.

**Purchaser Provided Documents**

means all documents provided by **Purchaser** for the performance of the **Supply** and given in the **PO**, as amended in accordance with the provisions of this **Agreement**.

**Purchaser Provided Items**

mean all equipment and material items, other than **Materials**, provided to **Supplier** by or through **Purchaser Group** (including **Company**-provided items) under the **Agreement**, to be incorporated into the **Supply**.

**Rental Equipment**

means those tools or other equipment rented or leased under the **Agreement** from **Supplier** by **Purchaser**.

**Sanctions Authority**

means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers **Trade Control Laws** and has jurisdiction over the **Agreement** including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S.

Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union, (iv) France or (v) the United Kingdom.

<b><u>Site</u></b>	means either <b>Company's</b> physical location or <b>Purchaser's</b> location where <b>Supply</b> is performed or as otherwise defined in the <b>Agreement</b> .
<b><u>Suborder</u></b>	means an agreement entered into by and between <b>Supplier</b> and <b>Subsupplier</b> for the provision of goods or services in connection with the <b>Supply</b> .
<b><u>Subsupplier</u></b>	means a party that has entered into a <b>Suborder</b> with <b>Supplier</b> for the purpose of providing goods or services in connection with the <b>Supply</b> .
<b><u>Supplier</u></b>	means the legal entity entering into the <b>Agreement</b> with <b>Purchaser</b> , as indicated in the <b>Agreement</b> .
<b><u>Supplier Equipment</u></b>	means all temporary tools, vehicles, vessels, construction and installation equipment, consumables, field office equipment, and facilities to be provided by <b>Supplier</b> , excluding <b>Rental Equipment</b> , which is required to perform the <b>Supply</b> .
<b><u>Supplier Group</u></b>	means <b>Supplier</b> , its <b>Affiliates</b> , its <b>Subsuppliers</b> and their subcontractors of any tier, and the officers, directors, employees, consultants, agents and invitees of the foregoing.
<b><u>Supply</u></b>	means any item, good, product, service, equipment, <b>Rental Equipment</b> , component, works, spare parts and documentation, which <b>Supplier</b> shall deliver according to the <b>Agreement</b> , together with all parts thereof, excluding <b>Purchaser Provided Items</b> before their incorporation into the <b>Supply</b> .
<b><u>Third Party</u></b>	means any person or party not a member of <b>Purchaser Group</b> , <b>Supplier Group</b> , or <b>Company Group</b> (except as expressly provided otherwise).
<b><u>Trade Control Laws</u></b>	means any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines imposed by any <b>Sanctions Authority</b> on or after the date of this <b>Agreement</b> .
<b><u>Variation</u></b>	means a change to the scope of work or the circumstances of the scope or <b>Agreement Schedule</b> and, therefore, to the <b>Supply</b> , as further detailed in Article 17.
<b><u>Wilful Misconduct</u></b>	means an intentional and wrongful act, or an intentional and wrongful omission of some act, in either case with the intent to inflict damage or injury.