

GENERAL TERMS & CONDITIONS FOR ENGINEERING & CONSULTING SERVICES

Olga Ospina

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1	FEB 21	UPDATED TERMS	<i>Davis Stewart</i> <small>Davis Stewart (Mar 22, 2021 09:40 CDT)</small>	<i>Lalarukh Masood</i> <small>Lalarukh Masood (Mar 23, 2021 09:00 CDT)</small>	<i>Tomas Bille</i> <small>Tomas Bille (Mar 23, 2021 21:30 GMT+1)</small>
0		FIRST ISSUE FOR IMPLEMENTATION	OLGA OSPINA DAVIS STEWART	SYLVIE SCHVARTSMAN	TOMAS BILLE
DOCUMENT REVISIONS					

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATION

a. *Definitions.*

- i. The bolded, defined terms included in *Appendix "I"* 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 **Supply**.
- b. In the event of conflict between provisions within the **Agreement**, the documents are given priority in the following order:
 - i. **Local Law Supplement**
 - ii. **PO**
 - iii. **PTC** (if applicable)
 - iv. **GTC**
 - v. **Material Requisition**
- 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. If **Supplier** fails to return a signed **PO** or an acknowledgment of receipt within 10 Days from issuance of the **PO**, or returns an 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**.
- 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 services from any other supplier at its absolute discretion.

3. OBLIGATIONS OF SUPPLIER

- a. **Supplier** represents that it is fully experienced; properly qualified, financed, organized, and equipped; and technically competent to provide all **Supply** described in the **Agreement**. **Supplier** shall perform its obligations in due compliance with the **Agreement**, including the **Agreement Schedule**.
- b. As required under the **Agreement** or otherwise requested by **Purchaser**, **Supplier** shall provide **Purchaser** all information necessary to properly monitor progress of **Supply**. If **Supplier** has cause to believe that **Supply** cannot be carried out in accordance with the **Agreement Schedule**, **Supplier** shall immediately notify **Purchaser** and provide all related details, including the extent and nature of any known or expected delay. In any such case, **Supplier** shall carry out the necessary measures to avoid, recover, or limit the consequences of such anticipated nonconformance with the **Agreement Schedule** at its own cost. If **Purchaser** reasonably determines that **Supplier** is at risk of failing to satisfy the **Agreement Schedule** and **Supplier** has not provided notice to **Purchaser** or has provided notice but has failed to diligently execute the necessary measures, **Purchaser** may, after written notice to **Supplier**, take any measure necessary at **Supplier's** sole risk and expense to ensure completion of **Supply** pursuant to the **Agreement Schedule**.
- c. **Supplier's** failure to perform any obligation under the **Agreement** is always at **Supplier's** sole risk and expense. Acts or omissions of **Company**, **Purchaser**, or any inspecting authority or certifying agency, including any comment or absence of comment or 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**.
- d. If **Supply** is performed at **Purchaser's Facility**, **Supplier** shall comply with any rules in force relating to safety and working conditions at **Purchaser's Facility**. **Purchaser** will, upon **Supplier's** request, inform **Supplier** of its own rules.
- e. If **Supply** is performed at **Site**, **Supplier** shall (i) send at its own cost, including transportation expenses, staff required for the carrying out of the required **Supply**, (ii) comply with **Applicable Law**, (iii) ensure **Supplier Group** personnel comply with the internal regulations applicable on the **Site**, and (iv) comply with up to date migration regulations, including obtaining and maintaining all official permits necessary to perform **Supply**, and **Supplier** shall produce documentation whenever requested by **Purchaser** showing that necessary such permits have been obtained.
- f. **Supplier** shall provide and shall ensure that **Supplier Group** provides competent and suitably qualified personnel to ensure performance and completion of **Supply** under the **Agreement**, and

Purchaser may further verify those qualifications. **Purchaser** may instruct **Supplier** to replace, at **Supplier's** expense, any **Supplier Group** personnel engaged in **Supply** who are unsuitable to perform their respective task(s) or otherwise conducting themselves in an improper manner.

4. SUBORDERS

- a. **Supplier** shall not enter into any main **Suborder** for the purpose of **Supply** without **Purchaser's** prior written consent. **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.

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 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 notify **Purchaser** of any inadequate, insufficient, or inconsistent technical information provided by **Purchaser** within no more than 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 to **Purchaser** for 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, as applicable, for execution of **Supply**, and **Supplier** waives any right to **Variation** or other adjustment related thereto.

6. QUALITY AND HSE MANAGEMENT

- a. **Supplier** shall have, and shall ensure that **Supplier Group** has, implemented, documented, and auditable quality management and health, safety, and environment ("HSE") programs in accordance with the strictest of the following:
 - i. **Purchaser** standards set forth in the **Agreement**, as applicable; or
 - 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 organizations.

- b. **Purchaser** may, itself or via any designated **Third Party**, audit the quality management or HSE related to **Supply**, and **Supplier** shall provide all reasonable assistance with such audit. **Purchaser** may instruct **Supplier** to perform those modifications necessary to ensure conformance with the **Agreement**.
- c. Any failure to conform to the requirements under this Article 6 is a material breach of the **Agreement**.

- 7. **NOT USED**
- 8. **NOT USED**
- 9. **NOT USED**

10. **DELIVERY**

- a. **Supplier** shall deliver **Supply** according to the **Agreement Schedule**.
- b. When **Supplier** considers **Supply** complete, **Supplier** shall notify **Purchaser** in writing without delay. Within a reasonable time after receipt of notice, **Purchaser** shall, in writing, either accept the **Supply** as complete or declare **Supply** is not accepted and the reason for this determination.
- c. **Supply** is deemed delivered once **Supplier** has provided all documentation in the form, manner, and quality required under the **Agreement** and **Purchaser** has confirmed acceptance in writing that **Supply** is compliant with the **Agreement**.
- d. **Supplier** shall not under any circumstance refuse to deliver **Supply**, even if **Supplier** disputes that **Supply** is fully paid for.

11. **NOT USED.**

12. **WARRANTY AND DEFECT CORRECTION**

- a. **Supplier** warrants that **Supply** is: (1) fit for its intended purpose, (2) performed in compliance with **Applicable Laws** and generally accepted industry practice, standards, and industry codes, (3) free from defects in design or workmanship, and (4) fully and satisfactorily meets all **Agreement** requirements.
- 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 12 months thereafter. Notwithstanding the foregoing, if the **Agreement** establishes a **Defects Correction Period**, that **Defects Correction Period** applies in lieu of the period established in this **GTC**. The **Defects Correction Period** continues to apply to re-work for a period of (i) 12 months from the date of completion and acceptance of the re-work, (ii) the remainder of the original **Defects Correction Period**, or (iii) that period set forth in the **Agreement**, whichever is longest.
- c. During the **Defects Correction Period**, **Supplier** shall promptly rectify any defect or nonconformity in **Supply**. **Supplier** shall perform all rectification work necessary to make **Supply** compliant with the **Agreement**. Should **Purchaser** require **Supplier** to be present at the **Site**, **Supplier** shall dispatch the necessary qualified personnel for such purpose, and **Supplier's** scope

shall be jointly defined with **Purchaser**. **Supplier** shall bear all costs incurred in connection with rectification, including mobilization costs from its workshop to the **Facility** and/or the **Site**.

- d. Upon written notice, **Purchaser** may assign the warranty granted by **Supplier** to **Company**.
- e. If **Supplier** fails to promptly respond to any claim under this Article 12, **Purchaser** may rectify the defect or nonconformity itself or engage another party to do so, at **Supplier's** risk and expense.

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, **Supplier** shall, upon **Purchaser's** request, without proof of loss, pay to **Purchaser** as liquidated damages 0.5% of the **PO Price** per **Day** for **Supply** not performed in accordance with those dates set out in the **Agreement Schedule**. **Supplier's** cumulative liability for payment of liquidated damages under this Article is limited to 25% of the **PO Price**. Application of liquidated damages for delay does not release **Supplier** from its obligations under the **Agreement**. **Purchaser** may terminate either a portion of the **Supply** or the **Agreement** in its entirety once the maximum amount of liquidated damages is payable. Any such termination is deemed a termination for cause.
- 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**. However, if this Article 13 is found for any reason to be void, invalid, or otherwise inapplicable so as to disentitle **Purchaser** from recovering the full amount of liquidated damages, **Purchaser** is entitled to claim demonstrated damages against **Supplier**.

14. NOT USED

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 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. **Supplier** shall prepare and provide invoices in accordance with the **Agreement** and shall include all documentation **Purchaser** requires to substantiate the invoice. Invoices submitted without a **PO** number or supporting documentation may be rejected in **Purchaser's** sole discretion.
- c. **Purchaser** shall pay the amount due to **Supplier** according to the invoice within 90 **Days** after receipt of a correct, fully documented and approved invoice satisfying the requirements in this Article was received. **Purchaser** may deduct the following from any amount due:
 - 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 **Purchaser** shall promptly specify such insufficient documentation or the nature of the dispute;

- iii. all amounts due to **Purchaser** from **Supplier** and its **Affiliates**; or
 - iv. any additional cost incurred by **Purchaser** or anticipated to be incurred by **Purchaser** for which **Supplier** is liable according to the **Agreement**.
- d. If **Purchaser** fails to pay or dispute any amount due and payable under the **Agreement** by the stipulated date, **Supplier** shall notify **Purchaser**. If **Purchaser** fails to pay or fails to dispute such amount within 30 days after receipt of **Supplier's** notice, and as sole remedy for delay in payment of such undisputed invoice, **Supplier** is entitled to interest from the day on which payment was due. The rate of interest is WSJ Prime Rate in force on the due date of payment, less 3%.

16. TAXES, CUSTOMS AND DUTIES

- a. **Supplier** is liable for, and shall assure to pay all taxes (including withholding) related to income, profit, employment, national insurance, and other employee benefits; any 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 on **Supplier** by any public or governmental authority in connection with the performance of **Supply** for which it is liable, with no exception whatsoever.
- b. **Supplier** shall **Indemnify Purchaser Group** from and against any and all **Claims** and charges under this Article.

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 form of financial security. **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 under the **Agreement** must be on **Purchaser's** standard form, and provision and maintenance of the financial security 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 OF FINANCIAL RECORDS

- a. **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.
- b. **Supplier** shall give and shall ensure **Supplier Group** gives the appointed auditor free access during normal 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.
- c. The audit rights provided for under this Article apply for the duration of the **Agreement** and for five 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**, **Supplier** shall submit a request for **Variation** 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. Should a change in **Applicable Law** occur after the **Effective Date**, **Supplier** should inform **Purchaser** of the nature and impact of such change(s) and upon **Purchaser's** authorization conform to such change(s).
- 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** will determine the impact according to commonly recognized industry uses and practices. The **Parties** should 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 those obligations is prevented by **Force Majeure**.
- b. The affected **Party** invoking **Force Majeure** shall immediately notify the other **Party** in writing and shall make every effort to mitigate as far as possible any adverse effect arising from the situation. The affected **Party's** notification must include the cause and estimated duration of the **Force Majeure** event.
- c. In the case of **Force Majeure**, each **Party** bears its own costs resulting from the **Force Majeure** and **Supplier** shall take due care of, and use commercially reasonable means to protect **Supply** and all documents related to the execution of **Supply** provided by **Purchaser** or **Company** to **Supplier** as are in **Supplier's** care, custody, or control.
- d. If **Force Majeure** lasts without interruption for more than 90 **Days** (or another period under the **Agreement**), either **Party** may terminate the **Agreement**.
- 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 19. 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 any part of **Supply** with written notice to **Supplier** specifying the part of **Supply** that is suspended and the effective date of suspension.
- b. During suspension, **Supplier** shall take all reasonable actions to preserve and protect **Supply**, whether completed or in-progress. **Supplier** shall resume **Supply** promptly upon **Purchaser's** written request. Refusal to resume **Supply** promptly after **Purchaser's** request is a material breach of the **Agreement** and may result in termination.
- c. For a suspension not the result of a **Force Majeure** or **Supplier's** breach of its obligations under the **Agreement**, **Purchaser** shall reimburse **Supplier** for all documented costs directly incurred because of that suspension. As a condition precedent to reimbursement, **Supplier** shall provide **Purchaser** all documentation and evidence necessary to substantiate **Supplier's** claimed costs. This constitutes **Purchaser's** sole liability to **Supplier** for such suspension.
- d. If **Purchaser** suspends **Supply** because of **Supplier's** breach of the **Agreement**, **Supplier** is not entitled to any **Variation** or any other compensation or relief as a result of suspension, and **Purchaser** may recover from **Supplier** all costs incurred by **Purchaser** in connection with that suspension.
- e. If **Purchaser** suspends for convenience any part of **Supply** for a period exceeding 90 consecutive **Days**, the **Parties** will agree upon the basis for continuation of **Supply**. If the **Parties** agree that

continuation proves to be impossible, the **Parties** may terminate that suspended part of **Supply** for convenience.

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**.
- 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. make available or deliver to **Purchaser**
 - a. **Supply**, whether complete or incomplete;
 - b. documents used or prepared during the performance of **Supply**; 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
 3. 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. violates **Applicable Laws**; or
 3. 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. make available or deliver to **Purchaser**:
 - a. **Supply** whether complete or incomplete;
 - b. documents used or prepared during the performance of **Supply**; and

- c. 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
- 2. 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 any part of documents or other rights and any **Suborders** necessary to enable **Purchaser** to complete **Supply**, either by itself or with the help of others.

23. INSURANCE

- a. **Supplier** shall at his own expense provide and maintain necessary insurance that must cover losses connected to illness, personal injury, or accidents suffered by **Supplier's** employees.
- b. **Supplier** shall procure and maintain at his own expense liability and professional insurance adapted to **Supplier's** operations and the nature of **Supply**. Unless otherwise agreed, the liability may not be less than the total value of the **Agreement** for each occurrence.
- c. **Supplier** shall ensure that any **Subsuppliers** have comparable insurances.
- d. **Supplier Group**-provided insurance shall be issued by a company with a minimum AM Best Financial Strength Rating of A- or equivalent from first class insurance companies and shall to the extent of the indemnities and liabilities assumed by **Supplier** under the **Agreement**:
 - i. name **Purchaser Group** as additional insured or equivalent (*i.e.*, “indemnity to principal”);
 - ii. contain a waiver of subrogation in favor of **Purchaser Group**;
 - iii. be primary, non-contributory and not excess coverage.
- e. 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**.
- f. 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**.
- g. 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**.
- h. **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** against all **Claims** that would otherwise be covered by that insurance or that result from the lack of that insurance.

24. INDEMNITIES

- a. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from and against any **Claims** concerning:

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

- i. personal injury to or loss of life of **Third Parties** or **Company Group**;
- ii. loss of or damage to any property of **Third Parties** or **Company Group**;

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**.

- d. **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 and in proportion to the negligence, breach of statutory or other duty, or other fault of **Purchaser Group**.

- e. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from and against any **Claims** concerning pollution or contamination emanating from 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**, **Company Group**, or any other person or party.

- f. **Supplier** shall **Indemnify Purchaser Group** and **Company Group** from **Claims** resulting from infringement of patent or other **Intellectual Property** rights of a **Third Party** in connection with **Supply**, or **Purchaser Group's** 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, and

Purchaser shall cooperate fully in the defense of any such **Claims** and provide all evidence in its control.

- g. **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**;
 - ii. noncompliance with **Applicable Law**, including any **Tax Evasion Offense** or **Tax Evasion Facilitation Offense**; or
 - iii. **Supplier Group's** breach of Article 26;arising out of or in connection with **Supply**.
- h. 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 **Willful Misconduct** of **Supplier Group**.

25. CONSEQUENTIAL LOSS

- a. Except for those amounts payable by **Supplier** to **Purchaser** under the **Agreement**, such as liquidated damages, **Purchaser** shall **Indemnify Supplier Group** from **Purchaser 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;
 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 Labor Organization (UN) Conventions.
- ii. **Supplier** shall comply with all **Applicable Laws** regarding labor rights and fair working conditions, forced, or child labor. **Supplier** further represents and warrants that it or any **Subsupplier** will not utilize child labor or forced labor 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 labor, forced labor 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 labor 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 labor, 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 (USA) 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** shall not engage in, and shall ensure that no member of **Supplier Group** engages in **Illegal Information Brokering** or any other form of corrupting the contract award

process. If any person approaches any member of **Supplier Group** for purposes related to **Illegal Information Brokering** or any other form of corrupting the contract award process, whether related to the **Agreement** or any other business interests of **Purchaser**, **Supplier** shall immediately notify **Purchaser**. **Purchaser** shall treat such notice and all related information with the utmost confidence. Following such notice, the **Parties** shall each administer the **Agreement** in such a manner as to prevent any party from illegally gaining access to any confidential information, or more generally gaining any unfair advantage.

- iv. **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**.
- v. **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 this **Agreement**. **Purchaser** may terminate this **Agreement** immediately upon written notice to **Supplier** where **Purchaser** determines in good faith that **Supplier** or a **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. **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** an irrevocable, non-exclusive, 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 the completion, operation, maintenance, repair, and modification of the results of **Supply**, or of the product to which **Supply** is related.
- 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 judgment 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** 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 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. This **GTC** and the **Agreement** are 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 **Purchaser's** applicable Senior Category Manager or Regional Procurement Office Director on the one side and **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, 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 thereof, 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 29, in London, England. The arbitrators' decision is considered as a final and binding resolution between the **Parties**.

30. GENERAL LEGAL PROVISIONS

- a. **Independent Contractor.** This **GTC** and 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.

APPENDIX “1” – DEFINITIONS

The bolded and underlined terms and phrases contained in this *Appendix “1”* have the meaning given here, and should be used to read, interpret and understand the intent of the **Parties** with respect to the **Agreement**.

<u>Affiliates</u>	means any corporation, partnership, or other business entity controlled by, or controlling, or under common control with any Party or signatory to this Agreement , 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.
<u>Agreement</u>	includes those documents referenced in Article 2 of this GTC , in addition to any other document agreed by the Parties to constitute part thereof, all of which define and govern the rights and obligations of Purchaser and Supplier regarding Supply .
<u>Agreement Schedule</u>	means the schedule of events and associated dates established in the Agreement , including any milestone dates.
<u>Applicable Laws</u>	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 Party or the Supply , except to the extent prohibited by or penalized under the laws or regulations of the United States.
<u>Background IP</u>	means all IP owned by or licensed to a Party that is developed prior to entering into the Agreement or outside the scope of Supply performed under the Agreement .
<u>Claims</u>	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.
<u>Company</u>	means the legal entity that has entered into a contract with Purchaser for which Supply is intended.
<u>Company Group</u>	means Company , its joint-owners, co-lessees, partners, and joint venturers, if any, its and their Affiliates , any entity for which Company has contracted to provide Supply , each of their contractors and subcontractors (excluding Purchaser Group and Supplier Group), and the officers, directors, employees, consultants, agents and invitees of the foregoing.
<u>Confidential Information</u>	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 Party 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 Agreement , proprietary software, Intellectual Property rights, or business records.
<u>Consequential Loss</u>	means any indirect or consequential loss or damage under Applicable Law ; 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 or anticipated profit, in each case whether direct or indirect; whether arising directly or indirectly from or related to the performance of the Supply and whether or not such loss was foreseeable at the time of entering into the Agreement .
<u>Day</u>	means calendar days.
<u>Defects Correction Period</u>	means that period during which Supplier's warranty obligations apply to Supply , as further detailed in sub-article 12.b.

<u>Delivery Date</u>	means the date of delivery of Supply as indicated in the Agreement .
<u>Effective Date</u>	means the date indicated in the Agreement that triggers the rights and obligations of the Parties under that Agreement .
<u>Facility</u>	means the place where Supply is performed, excluding the Site .
<u>Final Documentation</u>	means all documentation, printed or recorded, whether electronic, digital, optical, or otherwise, to be delivered to Purchaser by Supplier or on behalf of Supplier under the Agreement .
<u>Force Majeure</u>	means an event that is beyond the affected Party's control, cannot be resisted or predicted, and prevents either or both of the Parties compliance with all or part of its obligations under the Agreement , but excluding strikes (except national strikes), causes attributable to Subsuppliers of any tier (and generally any person dependent on or working for Supplier) or any defect or nonconformity of Supply attributable to defective materials or means used for the implementation of the Agreement .
<u>General Terms and Conditions or GTC</u>	means this written document, including any attachments or modifications, which defines the conditions and governs the relationship between Supplier and Purchaser in relation to the Agreement .
<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.
<u>Gross Negligence</u>	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 has done so with conscious indifference to the outcome.
<u>Illegal Information Brokering</u>	means the practice of offering confidential information or other illicit influence to a party, thereby corrupting the competitive bidding process, for the purpose of obtaining business.
<u>Indemnify</u>	means to release, defend, indemnify and hold harmless.
<u>IP</u>	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.
<u>Local Law Supplement</u>	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.
<u>Material Requisition</u>	means the documentation setting forth the technical scope of Supply , including any drawings, specifications or other information related thereto.
<u>Particular Terms and Conditions or PTC</u>	means those terms and conditions provided in the Agreement that supplement or override the terms and conditions of the Agreement , as further detailed in Article 2 of this GTC .
<u>Party or Parties</u>	means Purchaser or Supplier individually, or Purchaser and Supplier collectively.

<u>Personal Information</u>	means information that identifies an individual or relates to an identifiable individual.
<u>PO Price</u>	means the total sum payable to Supplier for Supply in accordance with the Agreement .
<u>Purchase Order or PO</u>	means the document issued by Purchaser signifying Purchaser's commitment for Supply , which Supplier shall provide pursuant to the Agreement .
<u>Purchaser</u>	means the legal entity entering into the Agreement with Supplier , as stated in the Agreement .
<u>Purchaser Group</u>	means Purchaser , its Affiliates , its contractors and subcontractors (excluding Supplier Group), and the officers, directors, employees, consultants, agents and invitees of the foregoing.
<u>Sanctions Authority</u>	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.
<u>Site</u>	means either Company's physical location where Supply is performed or as otherwise defined in the Agreement .
<u>Suborder</u>	means an agreement entered into by and between Supplier and Subsupplier for the provision of goods or services in connection with the Supply .
<u>Subsupplier</u>	means a party that has entered into a Suborder with Supplier for the purpose of providing goods or services in connection with the Supply .
<u>Supplier</u>	means the legal entity entering into the Agreement with Purchaser , as indicated in the Agreement .
<u>Supplier Group</u>	means Supplier , its Affiliates , its Subsuppliers and their subcontractors of any tier, and the officers, directors, employees, consultants, agents and invitees of the foregoing.
<u>Supply</u>	means any service and documentation, which Supplier shall deliver according to the Agreement , together with all parts thereof.
<u>Third Party</u>	means any person or party not a member of Purchaser Group , Supplier Group , or Company Group (except as expressly provided otherwise).
<u>Trade Control Laws</u>	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 Sanctions Authority on or after the date of this Agreement .
<u>Variation</u>	means a change to the scope of work or the circumstances of the scope or Agreement Schedule and, therefore, to the Supply , as further detailed in Article 19.
<u>Willful Misconduct</u>	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.