

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS** In this **PURCHASE ORDER** (alternatively named as “**PO**” or “**AGREEMENT**”), the following words and expressions shall have the meaning hereby assigned to them. Further definitions not contained in this Clause shall apply to the Clause in which they are stated and subsequent Clauses.

AFFILIATE means in relation to a legal entity, another legal entity which directly or indirectly controls, which is directly or indirectly controlled by, or which is directly or indirectly under common control with, such first mentioned legal entity. For the purposes of this definition, a legal entity is controlled by another legal entity if such other legal entity legally or beneficially (i) owns shares or any other form of ownership interest carrying more than fifty per cent (50%) of the votes exercisable at a general meeting of the first mentioned legal entity, or (ii) has the right to appoint or remove a majority of its board of directors. .

CLAIMS means any and all claims, judgments, awards, remedies, interest, debts, liabilities, damages, demands, costs (including legal fees and expenses), losses, expenses or causes of action, of whatever nature and in each case whether arising directly or indirectly, out of the performance or non-performance of the PO.

CLIENT means the PURCHASER’s ultimate client and shall include CLIENT’s AFFILIATES, co-venturers, successors and assigns.

COMPLETION means completion of the whole of the WORK in accordance with Clause 13 (DELIVERY and COMPLETION).

COMPLETION DATE means, where services have been purchased in this PO, the date upon which the number of DAYS specified in the POF (as set out in the ‘Qt’ column) expire, when counted from the EFFECTIVE DATE.

CONFIDENTIAL INFORMATION means all information which relates to, contains, derives from, reflects, is the result of or is in any way connected with:

- (i) the WORK; and/or
- (ii) the affairs of the PURCHASER GROUP, to the extent concerning or arising out of the WORK;

such information including without limitation:

- (a) any and all data, INTELLECTUAL PROPERTY RIGHTS, interim or final reports, analyses, findings, conclusions, designs, drawings, sketches, specifications, results of tests, computer programmes, manuals, know how, records, correspondence, notes, studies, variations, VOs or VORs and other information, whether of a technical, commercial or other nature, and in each case regardless of whether such information is identified as confidential or not; and/or
- (b) any such information ascertainable by inspection, observation or discussion by the SUPPLIER GROUP of or at the premises of the PURCHASER GROUP; which is disclosed, directly or indirectly, under the PO by the PURCHASER GROUP to the SUPPLIER GROUP, whether orally, in writing, in machine readable form or by any other means, or is prepared for the PURCHASER GROUP by the SUPPLIER GROUP under the PO.

CONSEQUENTIAL LOSS means:-

- (i) indirect or consequential loss; and/or
- (ii) any loss and/or deferral of production, loss of product, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption;

howsoever arising from, related to, or in connection with performance or non-performance of the PO, and in each case (a) whether direct or indirect to the extent these are not included in (i) above, and (b) whether or not such losses were known, unknown, foreseeable or not at the EFFECTIVE DATE.

DAY means a calendar day.

DEFECT means any defect (latent or patent), imperfection, omission, other fault, deficiency or damage to, in or affecting the WORK and/or PRODUCTS or any part thereof including any element of the design, engineering, procurement, construction, installation, quality standards, performance, capacity and capability, workmanship, plant, design documents or other items the SUPPLIER is required to provide or perform under the PO (as applicable) that does not comply in all respects with the requirements of the PO including without limitation any requirements with regard to quality, fitness for purpose, quantity, description or specifications.

DELIVERY means the physical delivery of the WORK by the SUPPLIER to the PURCHASER in accordance with the TERMS OF DELIVERY and the DELIVERY DATE.

DELIVERY DATE means the date stated on page 1 of the POF as ‘Supplier Delivery Date’, by which time the SUPPLIER shall satisfy the requirements of DELIVERY.

EFFECTIVE DATE means the date of the POF.

FORCE MAJEURE EVENT means any circumstance not within a PARTY’s reasonable control including, without limitation:-

- (i) acts of God, hurricanes, tsunamis, typhoons, lightning, floods, droughts, earthquakes or other natural disasters;
- (ii) epidemics or pandemics;
- (iii) terrorist attacks, civil war, civil commotions or riots, insurrections, sabotage, blockades, war, threat of or preparation for war, armed conflicts, imposition of sanctions, embargoes, or breaking off of diplomatic relations;
- (iv) nuclear, chemical or biological contamination or sonic booms;
- (v) changes to any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (vi) expropriation or intervention of civil or military authorities or other departments, agencies or instrumentalities of government or destruction of the WORKSITE;
- (vii) explosions or fires, other than if caused by the SUPPLIER, and which result in the destruction of buildings; and/or,
- (viii) any labour or trade dispute, strikes, industrial action or lockouts (save to the extent involving any member of the SUPPLIER GROUP).

GTC means these General Terms and Conditions.

HSSE means health, safety, security and the environment.

HUMAN RIGHTS means all internationally recognized human rights which the SUPPLIER needs to consider in order to ensure that the WORK is performed with respect to human rights and avoiding all forms of slavery, human trafficking, servitude or forced labor, including without limitation the Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966), the International Covenant on Economic, Social and Cultural Rights (1966), the International Bill of Human Rights (1948), the United Nations Guiding Principles on Business and Human Rights (2011), the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, the European Convention for the Protection of Human Rights and Fundamental Freedoms (1950), the United Kingdom Modern Slavery Act 2015 and any and all applicable standards of international humanitarian law.

INDEMNIFY means release, indemnify, defend and hold harmless.

INTELLECTUAL PROPERTY RIGHTS means any rights over any intellectual or industrial property, including without limitation, invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information or other right in respect of any information, in any tangible

form including but not limited to a work of authorship, a process diagram, a drawing, a blueprint, a model, a specification, a report, a manuscript, a document, a manual, a photograph, a database, a computer program, a design for an apparatus or process or system, working notes, a plan, or a model.

MAIN CONTRACT means the agreement between the CLIENT and the PURCHASER.

MAIN CONTRACT CONDITIONS or **MCCs** refer to terms, conditions, policies and/or procedures from the MAIN CONTRACT that are

- (i) set out in a separate document marked "MAIN CONTRACT CONDITIONS",
- (ii) with which CONTRACTOR must comply and
- (iii) which shall be considered an integral part of these GTCs.

PARTY or **PARTIES** shall mean either the PURCHASER or the SUPPLIER or both.

PERSONNEL means directors, officers, employees (including contractors and agency personnel), representatives, agents and invitees of the PURCHASER GROUP, the SUPPLIER GROUP or the CLIENT, as applicable.

PO means the Purchase Order.

PO TOTAL PRICE means the sum specified as the Total Order Value in the POF.

POF means the Purchase Order Form.

PRODUCTS means the goods specified in the POF.

PURCHASER means the entity named as such on page 1 of the POF. Reference to the PURCHASER in the PO shall where applicable include the PURCHASER's REPRESENTATIVE, legal personal representatives, successors and assigns.

PURCHASER GROUP means the PURCHASER, its subcontractors of any tier (excluding the SUPPLIER GROUP), the CLIENT, the AFFILIATES of each of the foregoing and their respective PERSONNEL.

PURCHASER's REPRESENTATIVE means the person named as the 'buyer' on page 1 of the POF.

REGARDLESS OF CAUSE means notwithstanding any negligence or breach of duty (statutory or otherwise) of the indemnified PARTY (including its respective GROUP) or any other party or THIRD PARTY, and shall apply irrespective of any CLAIM in tort, under contract or otherwise at law.

SANCTIONED PERSON means any person, organisation or vessel that:

- (i) is designated on any sanctions list of the United Nations, the European Union or any of its member states, the United Kingdom, the United States or any other jurisdiction applicable to the PARTIES;
- (ii) is designated on any sanctions list or otherwise targeted under the TRADE LAWS;
- (iii) is a government of a SANCTIONED TERRITORY or part thereof;
- (iv) is owned or controlled, directly or indirectly, by any of the foregoing or is acting on their behalf; and/or
- (v) is incorporated within, located within or operating from a SANCTIONED TERRITORY.

SANCTIONED TERRITORY means any country or other territory subject to measures, relating without limitation to a general export, import, financial or investment restriction under the TRADE LAWS.

SCHEDULE shall mean the schedule of events submitted or to be submitted by SUPPLIER in accordance with the provisions of the PO or as requested by PURCHASER detailing the elements, sequence and dates for performance of the WORK together with amendments to any or all of such dates as may be agreed from time to time in accordance with Clause 7 (VARIATIONS), necessary to ensure delivery of the PRODUCTS by the DELIVERY DATE and delivery of the WORK by the COMPLETION DATE.

SENIOR MANAGEMENT means:

- (i) the SENIOR MANAGEMENT ATTACHMENT POINT; and/or
- (ii) all managerial and supervisory levels above the SENIOR MANAGEMENT ATTACHMENT POINT, whether:
 - (a) in the direct line of reporting above the SENIOR MANAGEMENT ATTACHMENT POINT; or
 - (b) not in the direct line of reporting of the SENIOR MANAGEMENT ATTACHMENT POINT but who are nonetheless involved in the supervision and decision making process in relation to the PO,

and in the absence of any of the foregoing persons, their named designated representative(s).

SENIOR MANAGEMENT ATTACHMENT POINT means the Project Manager(s) (or equivalent) who has overall responsibility for the performance of the WORK.

STC means the Specific Terms and Conditions.

SUBCONTRACT means any contract between the SUPPLIER and any party (other than the PURCHASER) for, or in connection with, the performance of any part of the WORK.

SUBCONTRACTOR means any party (other than the SUPPLIER) to a SUBCONTRACT.

SUPPLIER means the entity named as such on page 1 of the POF and shall include the SUPPLIER's REPRESENTATIVE, legal personal representatives, successors and assigns.

SUPPLIER GROUP means the SUPPLIER, its SUBCONTRACTORS, its (and/or its AFFILIATES') joint venture partner(s) for the WORK, the AFFILIATES of each, and their respective PERSONNEL.

SUPPLIER's REPRESENTATIVE means the person at the SUPPLIER to whom the PO is marked for the attention of on page 1 of the POF. If no individual is named on page 1 of the POF, SUPPLIER's REPRESENTATIVE shall mean the person at the SUPPLIER with whom the PURCHASER's REPRESENTATIVE is in contact regarding this PO.

TERMS OF DELIVERY are as per the "INCOTERMS" issued by the International Chamber of Commerce, Paris, France (as in force at the EFFECTIVE DATE) as stated on page 1 of the POF as the 'Supplier Delivery Terms'.

THIRD PARTY means any party that is not a member of SUPPLIER GROUP or PURCHASER GROUP.

TRADE LAWS means any laws, regulations, or other binding measures of the United Nations, the European Union or any of its member states, the United Kingdom, the United States or any other jurisdiction applicable to the PARTIES or the WORK, which relates to economic or trade sanctions, (re)export controls, non-proliferation, anti-boycott, anti-terrorism or similar restrictions.

WILLFUL MISCONDUCT means any act or failure to act (whether sole, joint or concurrent) by any member of the SUPPLIER GROUP that was:

- (i) intended to cause; or
- (ii) in reckless disregard of or wanton indifference to,

harmful consequences such member knew, or should have known, such act or failure would have on the safety or property of another person or entity.

WORK means the design and/or engineering and/or fabrication and/or assembling and/or testing and/or supply and/or delivery of the PRODUCTS and all work and services detailed in the PO and as may be modified in accordance with the PO.

WORKSITE means the lands, waters and other places on, under, in or through which the WORK is to be performed including any yard, offshore installations, design offices, and workshops or places where equipment, PRODUCTS, materials or supplies are being obtained, stored or used for the purposes of the PO.

2. **INTERPRETATION** All goods and services purchased in this PO are only to be supplied under the terms and conditions set out in the PO, which are set out in the

- (i) POF;
- (ii) the STC (if applicable),
- (iii) the MAIN CONTRACT CONDITIONS (if applicable),
- (iv) the GTC and
- (v) any documents referenced in the POF,

and shall override any terms or conditions stipulated or referred to by the SUPPLIER. Any purported amendment of the terms, requirements or obligations of the PO shall be void and of no force unless it is:-

- a) in writing;
- b) signed by duly authorized representatives of PURCHASER and SUPPLIER;
- c) expressly refers to the specific Clause to be amended; and
- d) expressly indicates agreement of PURCHASER and SUPPLIER to amend such specific Clause

The commencement of the WORK by the SUPPLIER shall be deemed to be conclusive evidence of the acceptance of the PO (and its terms and conditions as detailed above) by the SUPPLIER.

3. PRECEDENCE OF CONDITIONS In the event and to the extent of any inconsistency between two or more documents which form part of this PO, those documents will be interpreted in the order set out in clause 2 above.

4. PURCHASER'S REPRESENTATIVE AND SUPPLIER'S REPRESENTATIVE The PURCHASER'S REPRESENTATIVE and SUPPLIER'S REPRESENTATIVE shall be responsible for issuing to and receiving from the other PARTY all notices, information, instructions and decisions. Neither the PURCHASER'S REPRESENTATIVE nor the SUPPLIER'S REPRESENTATIVE may amend the PO terms. SUPPLIER will not accept any instruction from any person other than PURCHASER'S REPRESENTATIVE or its delegate. PURCHASER may change PURCHASER'S REPRESENTATIVE at any time and shall notify SUPPLIER of any change. Any notices under the PO will be in writing and in the English language. Any notice shall be effective as follows:

- (i) if delivered in person or by courier: at the time of actual physical delivery to the address stated on page 1 of the POF; or
- (ii) if sent by e-mail: if not acknowledged by the recipient earlier, one full working DAY (in England) after being sent by the sender.

Notifications issued to the PURCHASER by e-mail will only be valid if e-mailed to the PURCHASER REPRESENTATIVE e-mail and the following e-mail: contract.notices@sbmoffshore.com

5. SUPPLIER'S AND PURCHASER'S OBLIGATIONS SUPPLIER's general obligations: SUPPLIER warrants that it is qualified and has the necessary skills to perform the WORK in accordance with all applicable laws and regulations. SUPPLIER shall not delegate any of its duties or obligations arising under this AGREEMENT without the prior written consent of PURCHASER. SUPPLIER shall commence the WORK promptly on the EFFECTIVE DATE or at any other date agreed between the PARTIES and shall perform the WORK; a) with due diligence until the WORK is completed; and b) in accordance with good and generally accepted industry standard practices for the WORK to be performed. The SUPPLIER shall ensure that its PERSONNEL engaged in the WORK are fully competent, careful, experienced, skilled, qualified, certified and trained in accordance with good industry practices; are properly instructed and physically fit to perform the WORK; hold valid and current medical examination and training certificates as required to travel to and from and perform work at any onshore or offshore WORKSITE; and comply with all regulations of the PURCHASER and/or CLIENT in force at any onshore or offshore WORKSITE and shall not remove any PERSONNEL prior to COMPLETION without PURCHASER prior approval. The SUPPLIER shall promptly remove any PERSONNEL, upon PURCHASER written notification who are deemed (in PURCHASER's sole discretion or CLIENT's designation) unfit, incompetent or in breach of any PURCHASER, CLIENT or WORKSITE rules, regulations or directions and shall immediately replace such PERSONNEL at SUPPLIER's sole cost and expense to continue the WORK until COMPLETION.

Except for SUBCONTRACTORS, all SUPPLIER PERSONNEL shall be employees of SUPPLIER and shall be subject to PURCHASER approval prior to engagement or performance of the WORK. The SUPPLIER will INDEMNIFY the PURCHASER against all claims whatsoever for unpaid monies from SUPPLIER's PERSONNEL and SUBCONTRACTORS of the SUPPLIER in respect of goods, labour or works provided in connection with the performance of the WORK. The SUPPLIER is responsible for managing its employees and industrial relations with or in relation to its PERSONNEL, and relations between its PERSONNEL and those of the PURCHASER, to ensure that there is no disruption to the SUPPLIER and shall comply with the wage rates and terms and conditions of employment prescribed by any award, workplace agreement, industrial agreement, code, law or other requirements. The SUPPLIER shall discharge and ensure the discharge of all employer's obligations in relation to its PERSONNEL engaged in the WORK and INDEMNIFY the PURCHASER against all claims (of whatever nature) by its PERSONNEL in respect of goods, labour or works provided in connection with the performance of the WORK or otherwise arising during performance of the AGREEMENT. The SUPPLIER shall advise the PURCHASER immediately of any work stoppages, bans or limitations on work affecting the WORK. The SUPPLIER shall at all times remain an independent SUPPLIER and neither it nor its SUBCONTRACTOR shall be deemed to be the personnel, employees, agents or representatives of the PURCHASER. SUPPLIER shall provide sufficient PERSONNEL at all times to ensure full performance and completion of the WORK in accordance with the provisions of this AGREEMENT. When the SUPPLIER is performing any work within designated hazardous areas, the SUPPLIER shall specifically ensure that its PERSONNEL and any equipment required to perform the WORK in such hazardous areas are properly qualified and certified to do so. The SUPPLIER shall provide all necessary work permits and visas necessary to work in the country where the WORK is to be performed. The SUPPLIER is responsible for having properly evaluated (and represents and warrants that it has so evaluated) all costs and contingencies for successfully performing the WORK and satisfying all SUPPLIER's obligations under the AGREEMENT, and for checking, inspecting and familiarizing itself with all aspects of the terms and all conditions affecting the performance of the WORK. Without limitation to the SUPPLIER's other obligations under the AGREEMENT and at law, the SUPPLIER shall be responsible for the WORK from the EFFECTIVE DATE until the date of the completion of the WORK.

The SUPPLIER shall ensure that the relevant terms and conditions in the PO are included in any SUBCONTRACT to the extent that the SUBCONTRACTOR shall as a minimum be bound to comply with all the requirements in the PO (in relation to the SUPPLIER and the SUPPLIER GROUP) in the same way that the SUPPLIER is bound and obligated and/or INDEMNIFIES the PURCHASER GROUP under the PO, including without limitation Clause 21 (CONFIDENTIALITY), the audit provisions of Clause 23 (QUALITY – INSPECTION, TESTING & AUDIT), Clause 26 (HSSE), Clause 27 (BUSINESS ETHICS AND HUMAN RIGHTS), Clause 28 (CONFLICTS OF INTEREST), Clause 29 (TAXES AND CUSTOMS DUTIES), Clause 30 (COMPLIANCE WITH LAW) and Clause 31 (TRADE AND ECONOMIC COMPLIANCE).

Notwithstanding anything to the contrary and without prejudice to any other notification requirements under the PO, the SUPPLIER is obliged to notify the PURCHASER upon the discovery of any instance of non-compliance with Clause 27 (BUSINESS ETHICS AND HUMAN RIGHTS), Clause 28 (CONFLICTS OF INTEREST), Clause 30 (COMPLIANCE WITH LAW) and/or Clause 31 (TRADE AND ECONOMIC COMPLIANCE).

PURCHASER general obligations: The PURCHASER is responsible for: a) Informing the SUPPLIER of all health and safety rules and regulations and any other reasonable security requirements that apply at the work WORKSITE or any of the PURCHASER's or CLIENT's premises; b) Ensuring that all PURCHASER's equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant national standards or requirements; and c) Obtaining and maintaining all necessary licences and consents and complying with all relevant legislation in relation to the WORK.

6. **SCHEDULE** SUPPLIER shall be responsible for the scheduling of the WORK and shall immediately notify PURCHASER in writing as soon as SUPPLIER is aware, or should have been aware, of any delay to the SCHEDULE, specifying the cause of and probable duration of the delay, and the measures SUPPLIER will implement in order to reduce the delay. SUPPLIER shall take all reasonable steps to limit and mitigate against such delay. SUPPLIER shall at all times control the progress of the WORK to achieve delivery on or before the DELIVERY DATE and, where services have been purchased by the PO, COMPLETION on or before the COMPLETION DATE. SUPPLIER shall give evidence of progress to PURCHASER upon request, failing which PURCHASER has the right to intervene including, if necessary, to complete the WORK at SUPPLIER's cost.
7. **VARIATIONS** At any time prior to COMPLETION of the WORK, PURCHASER shall have the right to vary the WORK by issuing a PURCHASER instruction. PURCHASER instructions shall be issued by the PURCHASER's REPRESENTATIVE (or his delegate) and may include, without limitation, additions, omissions, substitutions and changes in quantity, quality, form, character, kind, position, dimension, level or line specified by the PURCHASER. Such PURCHASER instructions shall not give rise to any additional payment or SCHEDULE adjustment, unless the PURCHASER instruction gives rise to a PO REVISION in line with this Clause 7. On receipt of the PURCHASER instruction and notwithstanding that agreement may not have been reached as to its impact (if any) on the PO TOTAL PRICE or the SCHEDULE, SUPPLIER shall, if so directed in writing by PURCHASER: a) proceed immediately (if not already instructed) and diligently with the instruction; and b) in the event that SUPPLIER believes that they are entitled to a PO REVISION under this PO, issue a Revised Quotation simultaneously with proceeding with the instruction. If the SUPPLIER believes that a PURCHASER instruction or believes that an occurrence has taken place that impacts on the PO TOTAL PRICE and/or the SCHEDULE and PURCHASER has not issued a PO REVISION, SUPPLIER shall promptly issue a Revised Quotation. Any Revised Quotation must be notified in writing to PURCHASER within seven (7) DAYS of the occurrence or the receipt of such document or PURCHASER instruction, as the case may be, failing which no PO REVISION shall be permitted in respect of the relevant occurrence, document or PURCHASER instruction and the SUPPLIER will not be entitled to claim any change in the PO TOTAL PRICE and/or the SCHEDULE arising out of the relevant occurrence, document or PURCHASER instruction. Upon receipt by PURCHASER of evidence from SUPPLIER in support of any Revised Quotation, provided PURCHASER is satisfied that the evidence substantiates and supports the Revised Quotation (such decision to be at PURCHASER's sole discretion but not to be unreasonably withheld), PURCHASER shall confirm in writing to SUPPLIER the effects of such revision (if any) on the SCHEDULE and/or the PO TOTAL PRICE by the issue of a PO REVISION approving the change to the PO TOTAL PRICE and/or SCHEDULE. A PO REVISION shall in no way affect the rights or obligations of the PARTIES except as expressly provided for in the PO REVISION. Any revision shall be governed by all the provisions, terms and conditions of the PO. The PO TOTAL PRICE and/or the SCHEDULE may only be adjusted by a PO REVISION. SUPPLIER shall be bound by the PO REVISION as if it were part of the original WORK. SUPPLIER shall take all reasonable steps to mitigate and minimize the impact of any PO REVISION on the WORK.
8. **DEFAULT** The quantity, quality and description of the WORK shall be as specified in the PO and to the satisfaction of PURCHASER. If SUPPLIER fails to comply with any of its obligations under the PO whatsoever, including the correction of DEFECTS notified to SUPPLIER, without prejudice to any other rights of PURCHASER, PURCHASER may give seven (7) DAYS written notice to SUPPLIER to make good the default. If SUPPLIER, upon receipt of such notice does not immediately commence, and thereafter continuously proceed, to PURCHASER's satisfaction, to remedy such default, then PURCHASER shall have the immediate right, at SUPPLIER's sole cost and without any adjustment to the PO TOTAL PRICE, to:- a) order SUPPLIER to cease performance of the WORK; and/or b) step-in and have the WORK performed by any designated contractor or any member of PURCHASER GROUP; and/or c) take over SUPPLIER's existing SUBCONTRACTS and deal directly with the relevant SUBCONTRACTORS and/or vendors in order to complete the WORK; and/or d) terminate the PO. In the event of any such action taken by PURCHASER, PURCHASER shall be entitled to enter the WORKSITE and take possession of the WORK and SUPPLIER shall immediately handover the WORK to PURCHASER. Failure of PURCHASER to inspect, test or bring to the attention of SUPPLIER any DEFECT or non-conformance of the WORK shall in no way relieve SUPPLIER of its obligations under the PO.
9. **TERMINATION AND SUSPENSION**
- 9.1 Termination** - This PO will terminate:- a) by mutual written agreement of the PARTIES; and/or b) if the PURCHASER at any time and at its absolute sole discretion, without prejudice to its rights and remedies at law, gives seven (7) DAYS notice to SUPPLIER to terminate all or any part of the WORK or the PO at such time or times as PURCHASER may consider necessary to suit its convenience; and/or c) at any time if the MAIN CONTRACT is terminated; and/or d) in the event of any default on the part of SUPPLIER, or timely or proper performance by the SUPPLIER under the PO and/or SUPPLIER fails or refuses to supply competent supervision or sufficient, competent and properly skilled PERSONNEL or proper materials; and/or e) if SUPPLIER goes into liquidation or receivership; and/or f) if the SUPPLIER is in default under Clause 8 or is in breach of its obligations under Clauses 25, 27, 30 or 31.
- If the PO is terminated, PURCHASER shall not be liable to pay SUPPLIER any further monies whatsoever in respect of the PO (save that in the event PURCHASER terminates pursuant to b) above, the parties shall discuss and agree reimbursement for reasonable and documented costs of (x) WORK performed up to the date of the notice and (y) demobilization, provided always that the total of all such costs does not exceed 100% of the PO TOTAL PRICE) and SUPPLIER shall immediately:- aa) deliver and hand over the WORK to PURCHASER or its designee free of any and all liens and claims of whatever nature and/or bb) allow PURCHASER GROUP to remove the WORK or the relevant part of the WORK so far completed together with all materials and equipment which are the property of PURCHASER GROUP and/or; cc) assign to whoever so instructed by PURCHASER's REPRESENTATIVE to the extent so specified, all or any part of the rights, titles, interests, and SUBCONTRACTS comprising or relating to the WORK which SUPPLIER may have acquired or entered into, all free of any liens or claims of whatever nature and/or; dd) return to PURCHASER all documentation related to the WORK and/or; ee) repay to PURCHASER any part of the PO TOTAL PRICE paid for WORK not performed or accepted at the date of termination and/or ff) be liable for and shall pay to PURCHASER any costs, expenses or damages incurred by PURCHASER as a result of termination including the additional cost of PURCHASER providing the WORK itself, or having the WORK provided by others, if applicable.
- 9.2 Suspension** - PURCHASER shall have the right, by written notice to SUPPLIER, to suspend the WORK or any part thereof to the extent detailed in the suspension notice:- a) in the event of some default on the part of SUPPLIER; and/or b) in the event that suspension is necessary for the proper execution or safety of the WORK, or safety of persons; and/or c) for the convenience of

PURCHASER. Upon receipt of a suspension notice, SUPPLIER shall, unless otherwise instructed:- a) discontinue the WORK or the part of the WORK detailed in the notice, on the date and to the extent specified; and b) properly protect, preserve and secure the WORK as required by PURCHASER. Suspension shall not limit or waive SUPPLIER's obligations and responsibilities under the PO. If the suspension does not arise as a result of default on the part of SUPPLIER GROUP, the PO TOTAL PRICE and/or SCHEDULE may be adjusted accordingly. If the suspension arises as a result of default on the part of SUPPLIER GROUP, any additional costs reasonably incurred by PURCHASER as a direct result shall be recoverable by PURCHASER from SUPPLIER. PURCHASER may at any time authorize resumption of all or any part of the suspended part of the WORK by giving notice to SUPPLIER specifying the part of the WORK to be resumed and the effective date of the end of the suspension. Upon receipt of such notice, SUPPLIER shall promptly resume any suspended WORK from the effective date of the end of the suspension. SUPPLIER shall not be entitled to any recovery of loss, cost, expense or other payment of any kind by reason of the exercise of PURCHASER's rights under this Clause.

- 10. FORCE MAJEURE** Neither PARTY shall be liable for any failure to fulfill any term of the PO if and to the extent that fulfillment has been delayed, temporarily prevented, or interfered with by a FORCE MAJEURE EVENT which has been notified to the other PARTY within three (3) DAYS of the start of the FORCE MAJEURE EVENT and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against, provided that the respective PARTY is not already in default of those obligations under the PO whose performance is being delayed, interfered with or prevented. FORCE MAJEURE EVENT may only be invoked by the SUPPLIER if the event preventing the fulfillment is due to no fault of the SUPPLIER and could not be prevented by the SUPPLIER's exercise of reasonable diligence, and the SUPPLIER must properly demonstrate to the satisfaction of the PURCHASER the effects of the FORCE MAJEURE EVENT and how it has prevented, hindered and/or delayed the SUPPLIER from or in performing its obligations under the PO. If the FORCE MAJEURE EVENT prevents, hinders or delays the affected PARTY's performance of its obligations for a continuous period of more than thirty (30) DAYS, the PARTY not affected by the FORCE MAJEURE EVENT may terminate this PO by giving three (3) DAYS written notice to the affected PARTY. A FORCE MAJEURE EVENT shall not give rise to any adjustment in the PO TOTAL PRICE outside of any PURCHASER instruction to accelerate the work given in accordance with Clause 7 (VARIATIONS).

10A. COVID 19

For the purposes of this Clause 10A (COVID-19), the following definitions apply:

COVID-19 means the coronavirus disease 2019 as defined by the World Health Organization or any mutation or variation thereof.

PREVENTATIVE MEASURES means all reasonable preventative measures, whether temporary or permanent in nature, which are necessary for a PARTY to perform its obligations under this PO cognizant of COVID-19 as at the date of entering into the PO.

The SUPPLIER confirms that it has satisfied itself of, and hereby confirms to have implemented or will implement PREVENTATIVE MEASURES. The SUPPLIER acknowledges that any failure by the SUPPLIER to do so will not relieve the SUPPLIER from any of its obligations under this PO. PURCHASER may at any time request evidence of the PREVENTATIVE MEASURES implemented by SUPPLIER. Notwithstanding all the above, the PARTIES recognize the uncertainty surrounding COVID-19 and its potential impact on a PARTY's ability to perform its obligations under this PO. In the event that a PARTY is delayed, hindered or prevented from performing any of its obligations under this PO for any COVID-19 related circumstance not reasonably foreseeable at the time of entering into this PO and which could not have been prevented by taking PREVENTATIVE MEASURES, then the PARTIES will treat such circumstance on its own merits to be assessed pursuant to and in accordance with the terms and conditions of Clause 10 (FORCE MAJEURE). The SUPPLIER shall use its best endeavours to procure that its SUBCONTRACTORS comply with the terms and conditions set out in this Clause 10A (COVID-19).

- 11. TITLE** The WORK and all items to be incorporated therein, whether under construction or completed shall become the property of the PURCHASER upon DELIVERY or payment, whichever comes first. Risk of loss or damage to the WORK shall pass from SUPPLIER to PURCHASER upon DELIVERY. In no event shall PURCHASER be deemed to have accepted any WORK until PURCHASER has had a reasonable time to inspect it following delivery. SUPPLIER shall as soon as possible clearly mark the WORK (or part thereof), and materials and equipment intended for incorporation into the WORK, as the property of PURCHASER with PURCHASER's name and address, and separate same from SUPPLIER's other stock. If PURCHASER rejects the WORK pursuant to Clause 8, SUPPLIER shall reimburse PURCHASER for any and all amounts that PURCHASER may have paid for such rejected WORK and title in the rejected WORK shall revert to SUPPLIER.
- 12. LIENS** SUPPLIER warrants good title, free and clear from all liens, charges and other encumbrances and with full rights of use and license; and shall not assert and/or exercise any lien or charge in respect of the WORK and of all materials, consumables, equipment, goods and other items supplied by the SUPPLIER or its SUBCONTRACTORS forming a part thereof. The SUPPLIER shall discharge or cause to be discharged all such liens, claims, and other encumbrances and shall INDEMNIFY PURCHASER against any such liens or attachments. If requested, SUPPLIER shall furnish PURCHASER with full releases of claims and liens on forms reasonably satisfactory to PURCHASER.
- 13. DELIVERY AND COMPLETION** SUPPLIER shall deliver and/or complete the WORK by the DELIVERY DATE and/or COMPLETION DATE, as applicable, as specified in the PO. It is a condition precedent to DELIVERY and COMPLETION under the PO that in performing its obligations SUPPLIER strictly complies with all time requirements set out or referred to in the PO. When the SUPPLIER considers the whole of the WORK to be in a condition for DELIVERY, when applicable, the SUPPLIER shall so notify the PURCHASER.
- When SUPPLIER considers that the WORK has been completed in accordance with the terms of this AGREEMENT, it shall so advise the PURCHASER in writing.
- 14. WARRANTY** SUPPLIER warrants to PURCHASER that the WORK shall comply in every respect with the PO for the period of 18 months from the date of DELIVERY or, where services have been purchased, the date of COMPLETION, and shall be of good quality, safe in use/operation, fit for the purpose for which it is intended and/or of which PURCHASER has informed SUPPLIER or SUPPLIER has represented it is intended, free of defective materials or workmanship and is complete without any DEFECTS, in accordance with generally accepted international industry practice, and with applicable laws and regulations, applicable codes and standards imposed by law, and applicable codes and standards which have been adopted by PURCHASER and notified to SUPPLIER.
- In the event that PURCHASER notifies SUPPLIER of any DEFECTS within the warranty period, SUPPLIER shall promptly carry out all works necessary to correct such DEFECTS at its sole cost and expense and to PURCHASER's reasonable satisfaction. If SUPPLIER, after receiving a DEFECTS notice from PURCHASER, fails to correct the DEFECTS as instructed by PURCHASER, or if in PURCHASER's opinion a critical need exists for the immediate remedy of the DEFECTS, PURCHASER may procure any

required materials and/or perform any necessary repairs from other providers at SUPPLIER's cost. SUPPLIER's liability hereunder shall extend to all damages proximately caused by DEFECTS, including without limitation incidental damages such as costs related to removal, clean-up, consultancy, transport, inspection, return or storage, which shall not be deemed to be CONSEQUENTIAL LOSS.

SUPPLIER warrants that, in performing the WORK under this AGREEMENT, it will exercise that degree of care and skill which is normally exercised by an internationally recognised professional entity in the petroleum industry performing work of the kind described in the WORK.

The PURCHASER's rights under this Clause 14 (WARRANTY) shall be fully transferable and/or assignable to the CLIENT or its designee who shall have the same benefits and protection as the PURCHASER.

- 15. TERMS OF PAYMENT AND INVOICING** The payment and invoicing arrangements for the WORK shall be as set out in the POF. In consideration of the performance and completion of the WORK in accordance with the terms of this AGREEMENT, PURCHASER shall pay or cause to be paid to SUPPLIER the form of compensation as specified in the PO at the times and in the manner specified therein. The remuneration of the amounts specified in the PO shall be SUPPLIER's full compensation for all costs whatsoever for complete performance of the WORK and for compliance with all terms and conditions of this PO. SUPPLIER shall submit its invoice(s) to PURCHASER within six (6) months after execution. Accordingly, any delay or omission in submitting invoice(s) within this timeframe will result in non-payment.

If PURCHASER disputes any items on any invoice, in whole or in part (including whether any sales tax is properly charged), or if the invoice is prepared or submitted incorrectly in any respect, PURCHASER shall notify SUPPLIER of the reasons and request SUPPLIER to issue a credit note for the disputed amount of the invoice as applicable. Upon receipt of such credit note, PURCHASER shall be obliged to pay the undisputed part of a disputed invoice. Neither the presentation nor payment nor non-payment of an individual invoice nor issuance of a credit note shall constitute a settlement of a dispute, an accord, satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder. In particular, PURCHASER may correct or modify any sum previously paid in any or all of the following circumstances: a) any such sum was incorrect; or b) any such sum that was not properly payable to SUPPLIER; and/or any WORK in respect of which payment has been made and which does not comply with the terms of the PO. The PURCHASER shall have the right to set off any loss, damage, liability, or CLAIM that it may have against the SUPPLIER arising from or related to this PO against any payment the PURCHASER may owe to the SUPPLIER.

- 16. RESPONSIBILITY AND INDEMNITIES** The SUPPLIER shall INDEMNIFY the PURCHASER GROUP from and against any and all CLAIMS arising from, relating to or in connection with the performance or non-performance of the PO, in respect of:

- (i) Personal injury, sickness, illness, disease and/or death of or to any member of the SUPPLIER GROUP, REGARDLESS OF CAUSE;
- (ii) Any loss of or damage to the property of any member of the SUPPLIER GROUP whether owned by the SUPPLIER GROUP or hired, leased or otherwise provided by, or which is in the care, custody and/or control of the SUPPLIER GROUP, including without limitation the whole or part of the WORK prior to DELIVERY, REGARDLESS OF CAUSE;
- (iii) Any loss of or damage to the property of any member of the PURCHASER GROUP, including without limitation the whole or part of the WORK after DELIVERY, when in the care, custody and/or control of the SUPPLIER GROUP, REGARDLESS OF CAUSE; and/or
- (iv) Subject to any other express provisions of the PO, any personal injury including sickness, disease or death or loss of or damage to the property of any THIRD PARTY only to the extent any such injury, loss or damage is caused by the negligence or breach of duty (statutory or otherwise) of the SUPPLIER GROUP.

The PURCHASER shall INDEMNIFY the SUPPLIER GROUP from and against any and all CLAIMS arising from, relating to or in connection with the performance or non-performance of the PO, in respect of:

- (a) personal injury, sickness, illness, disease and/or death of or to any member of the PURCHASER GROUP, REGARDLESS OF CAUSE,
- (b) subject to Clause 16(iii), any loss of or damage to the property of any member of the PURCHASER GROUP, whether owned by the PURCHASER GROUP or hired, leased or otherwise provided by, or which is in the care, custody and/or control of, the PURCHASER GROUP, REGARDLESS OF CAUSE; and/or
- (c) Subject to any other express provisions of the PO, any personal injury including sickness, disease or death or loss of or damage to the property of any THIRD PARTY only to the extent any such injury, loss or damage is caused by the negligence or breach of duty (statutory or otherwise) of the PURCHASER GROUP.

Notwithstanding anything to the contrary in the PO, the SUPPLIER shall INDEMNIFY the PURCHASER GROUP from and against any and all CLAIMS arising from, relating to or in connection with the performance or non-performance of the PO, in respect of pollution or contamination (including any associated clean-up costs) occurring on, or originating or emanating from

- (x) the premises, property or equipment of any member of the SUPPLIER GROUP, including without limitation the whole or part of the WORK prior to DELIVERY, REGARDLESS OF CAUSE; and/or
- (y) the property of any member of the PURCHASER GROUP, including without limitation the whole or part of the WORK after DELIVERY, to the extent caused by the negligence or breach of duty (statutory or otherwise) of the SUPPLIER GROUP. Subject to Clause 16(x) and Clause 16(y), the PURCHASER shall INDEMNIFY the SUPPLIER GROUP from and against any and all CLAIMS arising from, relating to or in connection with the performance or non-performance of the PO, in respect of pollution or contamination (including any associated clean-up costs) occurring on, or originating or emanating from, the property of the PURCHASER, to the extent caused by the negligence or breach of duty (statutory or otherwise) of the PURCHASER GROUP.

The indemnities given by the PARTIES under this PO are in full and primary even if the indemnified PARTIES are required to carry insurance in respect of the subject matter of any indemnity given under this PO.

- 17. CONSEQUENTIAL LOSS** Subject to Clause 16(x) and Clause 16(y), the provisions of this Clause 17 (CONSEQUENTIAL LOSS) and except to the extent of any agreed liquidated damages provided for in the PO but notwithstanding anything else to the contrary in the PO:

- (i) PURCHASER shall INDEMNIFY the SUPPLIER GROUP from PURCHASER GROUP's own CONSEQUENTIAL LOSS, REGARDLESS OF CAUSE; and
- (ii) SUPPLIER shall INDEMNIFY the PURCHASER GROUP from SUPPLIER GROUP's own CONSEQUENTIAL LOSS, REGARDLESS OF CAUSE.

The exclusion of liability and indemnity in this Clause 17 and any other overall limitation of the SUPPLIER's liability in this PO (including but not limited to SUPPLIER GROUP's rights to be INDEMNIFIED), shall not apply if and to the extent that the losses in question are caused by the WILLFUL MISCONDUCT of the SENIOR MANAGEMENT of SUPPLIER GROUP. In addition,

SUPPLIER shall ensure that any SUBCONTRACT does not grant rights or indemnifications to any SUBCONTRACTOR in respect of losses caused by the WILLFUL MISCONDUCT of the SUPPLIER or its AFFILIATES or its or their subcontractors.

- 18. LIQUIDATED DAMAGES** Unless stated otherwise in the POF, if SUPPLIER fails to deliver or complete the WORK in accordance with the DELIVERY DATE or COMPLETION DATE (as applicable and as extended pursuant to the terms of this PO), SUPPLIER shall be liable to PURCHASER for liquidated damages. The amount of such liquidated damages shall be 0.5% of the PO TOTAL PRICE per DAY for the first 10 DAYS of delay and 1% of the PO TOTAL PRICE per DAY thereafter, subject to a maximum aggregate value of 15% of the PO TOTAL PRICE. Notwithstanding the PURCHASER's right to suspend and/or terminate the PO in accordance with Clause 9 (TERMINATION AND SUSPENSION), the PARTIES confirm that any liquidated damages applied pursuant to the PO are reasonable and proportionate to protect the PURCHASER's legitimate interest in ensuring that the SUPPLIER meets its time-bound obligations under the PO. PURCHASER may deduct such liquidated damages from the PO TOTAL PRICE by way of set-off. The payment by the SUPPLIER, or set-off by the PURCHASER, of any amount under this Clause 18 (LIQUIDATED DAMAGES) shall in no way relieve the SUPPLIER of any of its other obligations under the PO.
- 19. CLIENT** It is SUPPLIER's responsibility to ensure that it is aware of the identity of CLIENT and any failure by SUPPLIER in this regard shall not waive, nullify, void or extinguish any of the obligations herein associated with CLIENT, which shall remain in full force. SUPPLIER represents and warrants that it is familiar and will comply with the MAIN CONTRACT CONDITIONS. SUPPLIER shall procure compliance by CONTRACTOR GROUP with the MAIN CONTRACT CONDITIONS where applicable.
- 20. INSURANCES** SUPPLIER shall ensure that it purchases all insurance required by law in the relevant countries of operation to protect its PERSONNEL, assets and liabilities; in particular:
- (i) General in an amount not less than five million U.S. dollars (US\$ 5,000,000) per occurrence;
 - (ii) Employers' Liability, and/or (where the jurisdiction of the WORK is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance, to a minimum level of the greater of either the applicable statutory requirement or one million U.S. dollars (US\$ 1,000,000) per occurrence;
 - (iii) Automobile Liability (where applicable);
 - (iv) Medical/Repatriation insurance; plus
 - (v) those types of insurance ordinarily purchased by companies conducting the business of SUPPLIER.
- SUPPLIER shall ensure that PURCHASER be named as additional assured/co-assured on any insurance to the extent of the liabilities assumed by the SUPPLIER under the PO, and provide documentary evidence of any such insurance until COMPLETION. SUPPLIER shall provide that its insurers waive rights of subrogation against PURCHASER GROUP to the extent of the liabilities assumed by the SUPPLIER under the PO.
- 21. CONFIDENTIALITY** The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, hold in confidence and not use outside the scope of the PO and/or disclose to others without the PURCHASER's prior written consent, any CONFIDENTIAL INFORMATION or data provided by or on behalf of the PURCHASER GROUP. All CONFIDENTIAL INFORMATION or data provided by or on behalf of the PURCHASER GROUP and any INTELLECTUAL PROPERTY RIGHTS therein shall remain at all times the property of the PURCHASER. The SUPPLIER shall be allowed to use and/or disclose CONFIDENTIAL INFORMATION or data provided by or on behalf of the PURCHASER GROUP to its SUBCONTRACTORS:
- (i) solely to the extent necessary and only for the purpose of the performance of the WORK; and
 - (ii) provided always that the SUBCONTRACTORS are subject to the same confidentiality obligations of the SUPPLIER.
- The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, obtain the PURCHASER's written approval prior to making any publicity releases or announcements regarding the WORK or the SUPPLIER's activities related to its participation in the WORK. The SUPPLIER shall cause the SUPPLIER GROUP not to make any reference to the CLIENT in any publicity, advertising or other publication without the PURCHASER's prior written consent. The undertakings in Clause 21 (CONFIDENTIALITY) shall continue for so long as the CONFIDENTIAL INFORMATION and/or data provided by or on behalf of the PURCHASER GROUP remains confidential. The SUPPLIER acknowledges that any breach of this Clause 21 (CONFIDENTIALITY) may result in serious damage being sustained by the PURCHASER GROUP and as a result the SUPPLIER agrees to INDEMNIFY the PURCHASER GROUP for any and all CLAIMS arising out of or related to a breach by the SUPPLIER GROUP of its obligations under this Clause 21 (CONFIDENTIALITY) and to waive any right to oppose the granting of any equitable relief (including injunctive relief) which may be sought by the PURCHASER in relation to a threatened or actual breach of the undertakings contained in this Clause 21 (CONFIDENTIALITY).
- 22. INTELLECTUAL PROPERTY RIGHTS** All INTELLECTUAL PROPERTY RIGHTS owned by a PARTY and pre-existing at the EFFECTIVE DATE shall remain the property of that PARTY. Ownership of any new INTELLECTUAL PROPERTY RIGHTS derived from, arising out of or coming into existence as a result of this PO after the EFFECTIVE DATE will vest in the PURCHASER. The PURCHASER hereby grants to the SUPPLIER a non-exclusive, non-transferable, revocable, worldwide right to use the PURCHASER and its AFFILIATES' INTELLECTUAL PROPERTY RIGHTS solely in connection with and to the extent necessary for the performance of the WORK, and the SUPPLIER hereby grants to the PURCHASER and/or will obtain for the PURCHASER GROUP a non-exclusive, irrevocable, worldwide, perpetual, royalty-free, right and license to use or have used (with a right to transfer to any subsequent owner, user or operator of the WORK), the SUPPLIER GROUP's INTELLECTUAL PROPERTY RIGHTS to the extent necessary to fully use, exploit and enjoy the WORK in any way as the PURCHASER or any subsequent owner, user or operator of the WORK deems fit. The SUPPLIER represents that the SUPPLIER GROUP has not and will not breach or infringe any INTELLECTUAL PROPERTY RIGHTS of any person in the performance of the WORK. The SUPPLIER shall INDEMNIFY the PURCHASER GROUP, from and against any and all CLAIMS for any alleged or actual infringement of any INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the performance of the obligations of the SUPPLIER GROUP under the PO. Further, in respect of any suit or legal action connected with any such CLAIMS:
- (i) the PURCHASER may be represented by counsel of its own selection at its own expense,
 - (ii) the SUPPLIER agrees:
 - (a) to provide reasonable cooperation in the PURCHASER's legal defense
 - (b) to the extent possible or applicable, to immediately modify its products, methods or processes to interrupt any potential INTELLECTUAL PROPERTY RIGHTS infringement; and
 - (c) that it may be joined as an additional party to the legal action or suit, and

(iii) any settlements of any such suit or action must first be approved by the PURCHASER.

- 23. QUALITY INSPECTION, TESTING AND AUDIT** The PURCHASER and its certifying and/or classification and/or verifying authority or their respective representatives shall be entitled at all times during execution of the WORK to inspect, examine and test on the SUPPLIER GROUP's premises or elsewhere as applicable the design, materials, workmanship and performance of the WORK so as to ascertain whether the WORK is being performed in accordance with the PO.
Any inspection, examination and testing which the PURCHASER and its certifying and/or classification and/or verifying authority or their respective representatives shall be entitled to carry out under this Clause 23 (QUALITY- INSPECTION, TESTING AND AUDIT) may be performed either (i) in person (by attending the SUPPLIER's GROUP premises or elsewhere), or (ii) remotely or virtually via the PURCHASER's digital remote inspection solution of choice.
The SUPPLIER expressly agrees to allow the PURCHASER to take photos, record videos (including audio) and live feed video (including audio) during any inspection, examination and testing carried out under this Clause 23 (QUALITY- INSPECTION, TESTING AND AUDIT). Any such photos, video and audio recordings or live feed shall be limited to the WORK, and any relevant parts thereof, which is the subject of the PO.
The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, obtain and maintain any necessary consent, license or permit required in the country of shipment and/or of origin for implementation of the PO including all such consents, licenses, or permits required for the exportation of the WORK.
The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, keep in accordance with generally accepted international accountancy practices, books, accounts and records, including but not limited to PERSONNEL records, employment and qualification records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda and, to the extent existing, data stored in computer libraries and related systems, that properly, fairly and accurately record and report all transactions related to the PO.
The SUPPLIER GROUP shall keep such books, accounts, and records for a period of five (5) years after completion (extended by any applicable warranty obligations) or termination of the PO, whichever is later..
- 24. ASSIGNMENT OR TRANSFER** The SUPPLIER shall not assign or novate the PO, nor subcontract in whole or in part the PO, without the prior written approval of the PURCHASER. Such written consent shall not relieve SUPPLIER from any of its responsibilities or obligations to PURCHASER under the PO. The PURCHASER may freely assign and/or transfer novate to any AFFILIATE or to its CLIENT, in whole or in part, any of its rights, privileges, duties or obligations under this PO without the prior written consent of the SUPPLIER.
- 25. LOCAL CONTENT** The SUPPLIER shall provide local content when stipulated in the POF or instructed to do so by PURCHASER REPRESENTATIVE.
- 26. HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE)** The SUPPLIER shall undertake the WORK in strict compliance with local, national and international standards of HSSE. The SUPPLIER is solely responsible for determining the nature and scope of the risks to the environment and to human health and safety associated with the WORK and SUPPLIER PERSONNEL in connection with the PO, at the WORKSITE and at the PURCHASER GROUP's premises (if applicable). The SUPPLIER assumes all responsibility and liability for such risks and shall ensure that the SUPPLIER GROUP takes all necessary precautions (including those required by PURCHASER or CLIENT's safety standards) to protect all persons and property from damage or injury in connection with the PO. If the SUPPLIER GROUP works on the PURCHASER GROUP's premises, the SUPPLIER will inform itself about the applicable HSSE standards (including any CLIENT requirements), and ensure compliance with the same by the SUPPLIER GROUP. The use of asbestos in the final product or during the production process (which includes tools, packaging, protection and isolation) is forbidden. In line with the PURCHASER's HSSE policy and its focus on environmental aspects, if applicable and without jeopardizing the integrity of any packing required for the provision of the WORK, the SUPPLIER shall endeavor to reduce the packing volumes and weights, to use as much as possible recycled materials and to limit the use of plastic in the packing process. The SUPPLIER's performance in this area is one of the performance criteria monitored by PURCHASER for the current and future orders with the SUPPLIER.
Upon request from the PURCHASER, the SUPPLIER shall:
(i) report on emissions related data applicable to the WORK; and/or
(ii) provide all reasonable assistance to the PURCHASER GROUP in relation to any environmental due diligence related to the WORK, for which further details may be included in the STC.
No trash, waste oil, bilge water, fuel, or other non-permitted pollutants nor any object or piece of equipment shall be discharged, disposed of, dumped, or allowed to escape from the SUPPLIER's equipment or marine craft into the sea. The SUPPLIER shall take reasonable measures to instruct the PERSONNEL of all members of the SUPPLIER GROUP in such matters.
- 27. BUSINESS ETHICS AND HUMAN RIGHTS** The SUPPLIER shall uphold the highest standards of business ethics and HUMAN RIGHTS in the performance of the PO. The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall:
(i) act consistently with the PURCHASER's Code of Conduct and Anti-Corruption Policy and Compliance Guide (Ref. SBM Offshore's website www.sbmoffshore.com), the PURCHASER's Human Rights Standards (Ref. SBM Offshore's website www.sbmoffshore.com) and the PURCHASER's Sustainability Policy (Ref. SBM Offshore's website www.sbmoffshore.com);
(ii) conduct business in a manner that respects HUMAN RIGHTS. To the extent the SUPPLIER GROUP cannot do so for reason of being in contravention of legal requirements then the SUPPLIER shall ensure as a minimum that the SUPPLIER GROUP respects such HUMAN RIGHTS standards as provided for in the applicable legal requirements where the respective WORK is being carried out;
(iii) comply with all applicable anti-corruption, anti-trust, anti-money laundering, anti-slavery and human trafficking and HUMAN RIGHTS legislation, statutes and regulations including, but not limited to, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997, the UK Modern Slavery Act 2015 and the Brazilian Anticorruption Law No. 12,846/2013;
(iv) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; and
(v) endeavor to comply with the principles set out in the OECD Guidelines for Multinational Enterprises, the UN Global Compact and the UN Sustainable Development Goals.
(vi) Payment by the PURCHASER shall only be made to the bank account identified in the SUPPLIER Bank Details Questionnaire which shall be solely owned by the SUPPLIER.
Any breach of this Clause 27 (BUSINESS ETHICS AND HUMAN RIGHTS) shall constitute a material breach of the PO.

Without prejudice to any other right or remedy available in equity or at law, the SUPPLIER shall INDEMNIFY the PURCHASER GROUP against any and all CLAIMS arising from a breach of this Clause 27 (BUSINESS ETHICS AND HUMAN RIGHTS), whether or not the PURCHASER terminates the PO.

- 28. CONFLICTS OF INTEREST** SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, exercise reasonable care and diligence to avoid a conflict with PURCHASER GROUP's best interests. This obligation shall apply to the activities of SUPPLIER GROUP in relation to its relationship with PURCHASER GROUP and third parties arising out of or in connection with the PO.
- 29. TAXES AND CUSTOMS DUTIES** SUPPLIER will be solely liable for, and will pay when due and payable, all taxes which may be imposed upon SUPPLIER in relation to the performance of the WORK. Taxes shall include governmental taxes, levies and charges including but not limited to corporate tax, personal income tax, minimum tax, gross receipts tax, deemed profits tax, deemed salary and wages tax, tax on turnover, fringe benefits tax, payroll tax, SUBCONTRACTORS' tax, withholding tax, sales tax, excise and import duties, goods and services tax, consumption tax, value added tax or any other taxes, levies or charges whatsoever. The SUPPLIER acknowledges and warrants that the SUPPLIER GROUP shall comply in all respects with applicable U.S., E.U. and national laws, regulations and controls relating to export and re-export of goods, software, technology and services, including the requirement for obtaining any export license or agreement, if applicable, including but not limited to the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); the United States Office of Foreign Assets Control regulations ; the European Dual-Use Export Control Regulation (EC) 428/2009; and similar laws and regulations of other countries in relation to export control, anti-boycott and trade sanctions matters. Without limiting the foregoing, SUPPLIER agrees to notify PURCHASER if any deliverable under this PO is restricted by export control laws or regulations. The SUPPLIER GROUP shall comply with, and shall cause all SUBCONTRACTORS to comply with, all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the WORK and/or the WORKSITE.
- 30. COMPLIANCE WITH LAW** The SUPPLIER shall, and shall procure that the SUPPLIER GROUP shall, observe and abide by all applicable laws, rules, consents, permissions, regulations, rules and requirements from flags, classification and verification societies and/or mandatory PURCHASER requirements at any location where any work in connection with the WORK is being carried out (including those having jurisdiction over the PARTIES, the WORK and WORKSITE) or otherwise affecting the performance of this PO. The term "law" used in this Clause 30 shall include, without limitation: constitutional law, civil law, common law, international law, tax law, equity, treaties, statutes, decrees, edicts, codes, orders, judgments, rules, ordinances, and regulations of any local, municipal, territorial, provincial, federated, national, or any other duly constituted governmental authority or agency. The SUPPLIER shall INDEMNIFY the PURCHASER GROUP for any CLAIMS arising directly or indirectly from or in connection with then SUPPLIER GROUP's breach of this Clause 30 (COMPLIANCE WITH LAW), whether or not the PURCHASER terminates the PO.
- 31. TRADE AND ECONOMIC COMPLIANCE** The SUPPLIER shall, and shall procure the SUPPLIER GROUP to:
- (i) ascertain and comply with all applicable obligations and restrictions arising out of and following from TRADE LAWS;
 - (ii) notify the PURCHASER if any deliverable under the PO is restricted by TRADE LAWS, and where necessary procure any applicable export licence or agreement to ensure performance of its obligations under the PO in adherence with applicable TRADE LAWS; and
 - (iii) not have any direct or indirect dealings or transactions with any SANCTIONED PERSON or SANCTIONED TERRITORY in relation to the PO.
- Further, The SUPPLIER represents and warrants that it is not on the U.S. Government's List of Specially Designated Nationals and Blocked Persons ("SDN List") or owned 50% or more in the aggregate or individually by persons or entities on the SDN List. Any breach of this Clause 31 (TRADE AND ECONOMIC COMPLIANCE) shall constitute a material breach of the PO. Without prejudice to any other right or remedy available in equity or at law, the SUPPLIER shall INDEMNIFY the PURCHASER GROUP, from and against any and all CLAIMS arising directly or indirectly from, or in connection with, the SUPPLIER GROUP's breach of this Clause 31 (TRADE AND ECONOMIC COMPLIANCE), whether or not the PURCHASER terminates the PO.
- 32. GOVERNING LAW** The PO shall be construed and governed by the laws of England and Wales excluding those conflict of law rules and choice of law principles which may deem otherwise.
- 33. DISPUTE RESOLUTION** All disputes arising out of or in connection with this PO shall to the extent possible be settled amicably by negotiation between the PARTIES, to be conducted in good faith, within thirty (30) DAYS from the date of written notice by either PARTY of the existence of such a dispute., Failing reaching such amicable settlement as aforementioned, the dispute shall be finally settled by arbitration under the LCIA Rules in force at the time, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. No PARTY shall be entitled to, and each PARTY hereby waives and releases, all and any immunity to which it might otherwise be entitled in relation to proceedings to resolve any dispute, enforce any provisions of this PO and/or execute any arbitration award relating thereto (whether before or after such award, and whether arising from sovereign, non-sovereign and/or commercial activities, and in relation to all and any assets of a PARTY).
- 34. THIRD PARTIES** Save as provided in Clause 16 and the express rights in respect of the PURCHASER GROUP (other than PURCHASER) and CLIENT contained in this PO, the PARTIES intend that no provision of the PO shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on or be enforceable by any person who is not a PARTY to the PO.
- 35. WAIVER** None of the terms and conditions of the PO shall be considered to be waived by either PARTY unless a waiver is given in writing by one PARTY to the other. Failure of either PARTY at any time to require the other PARTY's performance of any obligation under the PO shall not affect the right to require performance of that obligation. Any waiver by either PARTY of any breach of any provision of the PO shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself or a waiver or modification of any right under the PO.
- 36. SEVERABILITY** If any term or provision or part of the PO shall be adjudged invalid or unenforceable by any court/tribunal of competent jurisdiction or by operation of any applicable law, such term or provision or part of the PO shall be deemed omitted and the remainder shall remain in full force and effect.
- 37. ENTIRE AGREEMENT** The contents of this PO sets out the entire agreement between the PARTIES and supersedes any and all prior representations and agreements between the PARTIES relating to the subject matter contained herein and merge all prior discussions among them. Neither PARTY shall be bound by any definition, condition, representation or provision other than as

expressly stated in this PO and no terms or conditions that SUPPLIER may attach or refer to in any written material (including, without limitation, on any invoice or packing note) or any course of dealing between SUPPLIER and PURCHASER shall be of any effect.

- 38. SURVIVAL** All obligations and/or contributions and/or duties and/or responsibilities assumed by the PARTIES under Clauses 12 (Liens), 14 (Warranty), 16 (Responsibility and Indemnities), 17 (Consequential Loss), 20 (Insurances), 21 (Confidentiality), 22 (Intellectual Property Rights), 23 (Quality Inspection, Testing and Audit), 26 (Health, Safety, Security and Environment), 27 (Business Ethics and Human Rights), 29 (Taxes and Customs Duties), 30 (Compliance with Law), 31 (Trade and Economic Compliance), 32 (Governing Law), 33 (Dispute Resolution), shall survive the expiry or termination for any cause of this PO.
- 39. LANGUAGE AND DOCUMENTATION** The English language shall be the language of the PO and shall be used in all correspondence, instructions, documents and other data given in connection herewith.
- 40. LIMITATION OF LIABILITY** Notwithstanding anything to the contrary in the PO, the total aggregate liability of the SUPPLIER shall not in any event exceed 100% of the PO TOTAL PRICE (as amended if applicable, including by way of VARIATION), which limit applies REGARDLESS OF CAUSE and shall apply to the terms and conditions of the PO and at law, provided however that the said limitation of liability shall never apply to:
- (i) any obligations, indemnities, warranties and liabilities under Clause 5 (SUPPLIER OBLIGATIONS), Clause 12 (LIENS), Clause 14 (WARRANTY), Clause 16 (RESPONSIBILITY AND INDEMNITIES), Clause 17 (CONSEQUENTIAL LOSS), Clause 18 (LIQUIDATED DAMAGES), Clause 21 (CONFIDENTIALITY), Clause 22 (INTELLECTUAL PROPERTY RIGHTS), Clause 26 ((HSSE), Clause 27 (BUSINESS ETHICS AND HUMAN RIGHTS), Clause 29 (TAXES AND CUSTOMS DUTIES), Clause 30 (COMPLIANCE WITH LAWS), Clause 31 (TRADE AND ECONOMIC COMPLIANCE);
 - (ii) the cost of purchasing and maintaining insurance in accordance with Clause 20 (INSURANCES) and any payment which SUPPLIER may recover under its insurance policies shall not in any way limit, increase or modify the SUPPLIER's liabilities and indemnities under this PO; and/or
 - (iii) liability arising from the SUPPLIER GROUP's fraud and/or fraudulent misrepresentation with the intent to inflict injury and harm to persons or property or the WILLFUL MISCONDUCT of the SENIOR MANAGEMENT of SUPPLIER GROUP.

End of GTC