



1. **DEFINITIONS AND INTERPRETATION**

- 1.1.1. **"Applicable Business Ethics ("ABE") Program"** means policies, procedures and controls in relation to: the recording of financial transactions; assessment and prevention of any risks associated with bribery and corruption, money-laundering, use of terrorist proceeds; anti-trust/collusion with competitors and/or human rights violations (including forced labour, child labour and human trafficking). Such policies and procedures shall include all appropriate measures to assess, prevent and monitor such business risks including the training of personnel; whistle-blowing facilities; due diligence on third party engagements / contracts; gifts and hospitality, promotional expenditures, sponsorship, and charitable donations; and audit functions for monitoring compliance.
- 1.2. **"Affiliate"** means any legal entity which controls, is controlled by, or is under common control with, another legal entity. "Control" and "controlled" means: (i) holding beneficially at least fifty per cent (50%) of the issued share capital of such other entity; or (ii) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: (a) cast, or control the casting of, at least fifty per cent (50%) of the maximum number of votes that might be cast at a general meeting of such other entity; or (b) appoint or remove all, or the majority, of the directors or other equivalent officers of such other entity; or (c) give directions with respect to the operating and financial policies of such other entity with which the directors or other equivalent officers of such entity are obliged to comply.
- 1.3. **"Agreement" or "Contract"** means, in relation to the Work, the specific contractual terms agreed upon in writing between Company and Contractor, any Purchase Order(s) issued by Company to Contractor, together with these General Terms and Conditions. Should there be any inconsistency between the documents comprising the specific contractual terms, the Purchase Order and these General Terms and Conditions, then the specific contractual terms will prevail over both the Purchase Order and the General Terms and Conditions. Should there be any inconsistency between the terms of the Purchase Order and these General Terms and Conditions, then the terms of the Purchase Order will prevail over the General Terms and Conditions.
- 1.4. **"Applicable Business Ethics Laws"** means any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, tax evasion, money-laundering, terrorism, sanctions, collusion bid-rigging or anti-trust, human rights violations (including forced labour, child labour and human trafficking) use of conflict minerals or similar activities which are applicable to either Party or to any jurisdiction in which activities are performed and which shall include: (i) the United Kingdom Bribery Act 2010, (ii) the U.K. Modern Slavery Act 2015, (iii) the United Kingdom Criminal Finances Act, 2017 (for prevention of facilitation of tax evasion), (iv) the United States Foreign Corrupt Practices Act (FCPA), 1977, (v) any related enabling legislation pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (vi) any United States, United Nations, Canadian or European Union sanctions.
- 1.5. **"Applicable Laws"** shall mean all applicable laws, treaties, conventions, ordinances, codes, directives, rules, regulations, other binding legal restriction, by-laws, and the like, whether of governmental or other authority or agency, and which are or which may become applicable to the Parties or the Work.
- 1.6. **"Client"** means, where applicable, an organization with whom Company has entered into an agreement to perform services or work (which may include the provision of an onshore installation, or an FPSO, FSO or other vessel).
- 1.7. **"Company"** means the company or other entity that issues the Purchase Order to Contractor. Any inquiry to Contractor from any Company global office or Affiliate will be considered an inquiry from Company directly and shall fall within the terms of the Agreement.
- 1.8. **"Company Group"** means Company, its Client, its and their respective Affiliates and its and their respective directors, officers, and employees (including agency personnel), but shall not include any member of Contractor Group,
- 1.9. **"Competent Authority"** means (i) any person having legal, executive and / or regulatory authority and / or enforcement powers (including any public body or authority responsible for the investigation and / or prosecution of criminal offences) over either or both of the Parties or any of their Affiliates providing services in connection with this Agreement; and / or (ii) any court of law or tribunal with jurisdiction over either or both of the Parties or any of their Affiliates providing services in connection with the Agreement.
- 1.10. **"Conflicts Minerals"** includes but is not limited to, gold, tin, tantalum, tungsten, and their derivatives, as well as any other mineral or mineral derivative determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of Congo or an adjoining country.

- 1.11. **"Contractor"** means the company or other entity defined in the Purchase Order as Contractor or as 'supplier'.
- 1.12. **"Contractor Group"** means Contractor, its Subcontractors, its and their Affiliates, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of Company Group. Where the context requires, "Contractor Group" shall also mean subcontractors (of any tier) of a Subcontractor, their Affiliates and their respective directors, officers, and employees (including agency personnel).
- 1.13. **"Goods"** means any goods covered by the Purchase Order including but not limited to materials, products, or equipment to be purchased or supplied as specified in the Purchase Order.
- 1.14. **"Party/Parties"** means a party or the parties to this Agreement as the case may be.
- 1.15. **"Price"** means the total sum due to Contractor in accordance with the Agreement.
- 1.16. **"Purchase Order"** means the purchase order issued to Contractor by Company specifying that these General Terms and Conditions apply to it and an instruction to perform the Work. The Purchase Order shall include a description of the Work including but not limited to Goods to be provided, Services to be performed, obligations to be undertaken, the estimated duration, the remuneration provisions and any other terms and conditions specific to the Work contemplated in such Purchase Order.
- 1.17. **"Services"** means all services covered by the Purchase Order to be provided by Contractor
- 1.18. **"Subcontractor"** means any person or persons, firm, partnership, corporation, or other entity (except Company) that has entered into an agreement with Contractor for the performance of all or part of the Work.
- 1.19. **"Third Party"** means any person or entity other than Company Group or Contractor Group.
- 1.20. **"Vessel"** means the vessel (if any) identified in the Purchase Order.
- 1.21. **"Work"** shall mean all work to be performed by Contractor in accordance with the provisions of the Agreement and shall include the provision of all Goods, Services, and equipment and other work to be rendered in accordance with the Agreement
- 1.22. **"Worksite"** shall mean the land, waters, and other places on, under, in or through which the Work is to be performed including vessels, design offices, workshops and places where equipment, materials, services or supplies are being obtained, provided, stored, or used for the performance of the Agreement.

All capitalized terms shall have the definitions given to them in this Clause 1. The meanings specified are applicable to both the singular and the plural and to the masculine, feminine and gender-neutral form. Any reference to statute, statutory provision, statutory instrument, or other provision of law shall include such as are amended or re-enacted or replaced for the time being in force and include any regulation issued pursuant thereto. Reference to "days" shall unless specified otherwise be a reference to "calendar days". The clause headings and sub-headings in this Agreement are intended for convenience only and are not in any way to be used when construing the meaning of any part of this Agreement. All instructions, notices, agreements, authorisations, approvals, and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language. Nevertheless, if for any reason it is considered necessary by Company to give an instruction to Contractor orally in the first instance, Contractor shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances.

2. **HEALTH SAFETY ENVIRONMENT AND QUALITY**

- 2.1. Company places prime importance on health, safety, and environment ("HSE") issues and requires that Contractor Group subscribes to and actively pursues the highest standards of HSE performance.
- 2.2. Contractor shall familiarize itself with the location and any hazards which might be encountered in the performance of the Work and Contractor shall take full responsibility for the adequacy, stability, and safety of all of its operations and methods necessary for the performance of the Work.
- 2.3. Contractor shall comply with Applicable Laws including those related to HSE. Contractor shall also comply with Company's health, safety and environment rules and guidelines or policies which shall be provided to Contractor or are referred to by Company during the performance of the Work by Contractor.
- 2.4. If requested, Contractor shall collaborate with Company in establishing HSE interface arrangements and the production of a HSE interface document.



- 2.5 Contractor shall confirm its commitment to monitoring and whenever possible, improving the environmental impact at every stage of design, manufacturing, packaging, and delivery of the Goods and/or performance of the Services and all other aspects of the Work. Contractor will work with Company and any Subcontractor to minimize the environmental impact of the energy and materials used.
- 2.6 Contractor shall make best efforts to establish a formal environmental management system in accordance with the quality assurance system standard ISO 14001, or an equivalent auditable system.
- 2.7 Contractor shall warrant that the Work is in accordance with the quality assurance system standard ISO 9000, or an equivalent auditable system.
- 2.8 Contractor shall confirm that the Work is in strict compliance with Contractor's and/or the original equipment manufacturer's specifications, drawings, and quality standards, subject to any express modifications specified in the Agreement.
- 2.9 Contractor shall confirm that the original equipment manufacturer's certificate of conformity, where applicable, will be supplied to Company for all Goods.
- 2.10 If Contractor is aware of any defect or other quality issue related to work provided to or performed for a Third Party similar to the Work under this Agreement Contractor shall immediately notify Company in writing.
- 2.11 So far as is reasonably practicable Contractor shall take all precautions necessary to protect any member of Contractor Group or Company Group and other persons who are at any time directly or indirectly affected by the operations of Contractor. Contractor shall co-operate with Company in providing an appropriate response to any emergency occurring at a Worksite and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.
- 2.12 Every incident which has or could have resulted in injury to personnel or damage to plant, property, materials, or equipment shall be reported to Company immediately. Contractor shall, if required, allow Company or other investigators appointed by Company access to investigate any incident relating to this Agreement.
- 2.13 Failure to meet the requirements of this Agreement regarding HSE or to satisfy Company's reasonable requirements with regard to the control of HSE risks in any material respect will be regarded as due cause for the Company giving notice to terminate for breach all or any part of the Work or the Agreement.
- 2.14 Contractor shall take all reasonable steps to prevent and mitigate any epidemic or pandemic that impacts or is likely to impact their personnel and the Work. Contractor shall, in relation to any epidemic or pandemic constituting a public health emergency (as declared by Applicable Laws), provide to Company (for Company's approval) Contractor's plans and/or procedures for mitigating the effects of any such epidemic or pandemic. Contractor shall abide by any agreed epidemic/pandemic mitigation plans and procedures and shall keep Company notified and reasonably informed about its ongoing measures to mitigate any impact of any such epidemic or pandemic.
- 3. PERFORMANCE BY CONTRACTOR AND CONTRACTOR'S OBLIGATIONS**
- 3.1 Contractor shall perform the Work and carry out its obligations under the Contract in a prompt, diligent, skillful, and workmanlike manner in accordance with the Agreement, any specifications and any other requirements as Company shall furnish to Contractor.
- 3.2 The Work shall be performed with the skill to be expected of a reputable contractor experienced in the types of Work to be carried out under the Agreement.
- 3.3 Except to the extent that it may be legally or physically impossible or create a hazard to safety, Contractor shall comply with Company's instructions and directions on all matters relating to the Work. Contractor shall, without delay, provide to Company all information affecting the Work which Company may reasonably require.
- 3.4 Contractor shall observe, abide by, and shall require all members of Contractor Group to observe and abide by, Applicable Laws, any applicable classification society or certifying authority requirements and any Company procedures and safety requirements which apply at any Worksite or in relation to the Work performed under the Agreement.
- 3.5 Contractor warrants that the Work shall be performed in compliance with all applicable requirements of the Vessel's classification society and all Applicable Laws, including but not limited to:
 (a) (If applicable) Contractor shall ensure compliance with the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 (MARPOL 73/78), Annex VI: Prevention of Air Pollution from Ships. Contractor may refer to the International Maritime Organization website for further information.
- b) (If applicable) Contractor shall comply with IMO, MEPC 197(62), Chapter 6.0 to 6.2, and shall ensure that the Goods do not contain hazardous materials harmful to the environment. In cases where hazardous materials are present in at delivery, a Material Declaration (MD) as described in the above IMO document shall be delivered to Company together with the Goods, and a copy of the MD shall be submitted by Contractor to Company's purchasing department via e-mail. The Contractor agrees to comply with Hong Kong Convention (HKC), EU Ship Recycling Regulation (EU SRR) and IHM Guideline MEPC 269(68) and shall ensure that the Goods delivered do not contain Hazardous Materials regulated in HKC table A nor EU SRR Annex 1. The MD and the Contractor Declaration of Conformity ("CDoC") shall be filled out by Contractor and provided to the Vessel in PDF version together with the delivery documentation. Contractor will submit a copy of the MD and CdoC to Company's purchasing department via e-mail. Contractor certifies that the content in any MD and CdoC so delivered will be accurate in all respects. Contractor may refer to the International Maritime Organization website for further information.
- c) (If applicable) Contractor shall ensure compliance with EU MED relating to design, construction and performance requirements and testing standards for marine equipment (equipment (Directive 2017/306 amending the directive 2014/90/EU).
- 3.6 Contractor shall be deemed to have satisfied itself, before entering into the Agreement, as to the extent and nature of the Work to be performed, including, but not limited to, the class, quantity and quality of materials, requirements of equipment (including work clothes and safety devices), management, supervision, personnel, labour, consumables and facilities and prevailing conditions at the Worksite. Contractor shall be responsible for the timely provision of all matters necessary for the Work and the timely request of Company provided materials and equipment where required for the performance of the Work.
- 3.7 Any failure on the part of Contractor to take account of matters affecting the Work shall not relieve Contractor from its obligations under the Agreement.
- 3.8 Materials and equipment or parts thereof provided by Contractor for which there is no detailed specification included in the Contract shall be new, or subject to Company's approval, as new, of good quality and workmanship and fit for the intended purpose where a purpose is defined in the Agreement, or where no such purpose is defined, fit for its ordinary purpose.
- 3.9 Contractor shall ensure that the Work shall be fit for the purpose specified in the Agreement, or where no such purpose is specified, fit for its ordinary purpose, and shall be of good quality and workmanship. Any applicable certificates of compliance or design approval from a certifying agency, and all necessary drawings and approvals from the appropriate authorities, related to the Goods and/or Services shall be obtained by Contractor and provided to Company as part of the Price. Where documentation including but not limited to procedures, drawings, calculations, reports and recommendations is specifically identified as a deliverable in the Purchase Order and/or where the preparation and delivery of such to Company would be necessary for the proper and timely performance and completion of the Work, Contractor shall prepare and submit such documentation to Company for review and comment by the date and in the format specified in the Purchase Order failing which, in a timely manner so as not to prejudice the completion of the Work. In the event Company requires such documentation to be revised, Contractor shall perform such revisions and further iterations expeditiously and at no additional cost to Company.
- 3.10 At the time of delivery to Contractor and/or Subcontractor of any Company provided items, Contractor shall check any such item for completeness and damage and shall furnish Company with notification thereof. If no such notification has been received by Company within two (2) days of delivery of materials or equipment to Contractor, such item(s) shall be deemed to have been received by Contractor in a complete and undamaged condition. Where Contractor is informed by Company of any maintenance required on items during the storage period, such maintenance shall be carried out as instructed at no extra cost to Company. All Company provided items shall be stored separately from materials and equipment provided by Contractor for the performance of the Work and clearly marked as property of Company. Contractor shall pack and protect all equipment, goods or materials as instructed by Company and, in the absence of such instruction, to a standard suitable for storage, transportation and post-delivery storage and to ensure that no damage or deterioration shall occur during any storage, transport and / or handling. Any damage or deterioration so incurred as a direct result of Contractor's failure to pack and protect all equipment, goods or materials shall be for Contractor's account. Contractor shall check all Company provided documents,



- drawings, and information with the skill to be expected of a reputable contractor experienced in performing work of a similar nature and shall advise Company of any errors or inconsistencies it finds. Company shall then use its reasonable endeavors to resolve those errors or inconsistencies
- 3.11. Unless otherwise agreed, Contractor shall be responsible for the inspection and testing of all materials, equipment and workmanship required for the Work. All such inspection and testing shall be performed by Contractor at Contractor's expense and with Contractor's equipment, as an integral part of the Work. When requested by Company, Contractor shall, at their sole expense, furnish Company with such details of inspection and testing as Company may require and appropriate certification in respect of the inspection and testing performed by Contractor. Any inspection or testing, failure to inspect or test, approval of or payment for the Work, or any part thereof, or any notice given under the terms of the Contract shall not relieve Contractor of its responsibility and duty to inspect and check the Work, nor from its responsibility for the quality and fitness for purpose of the Work, nor from its responsibility for compliance with all its obligations under the Agreement, nor from any warranty, guarantee or liability whether express or implied in the Agreement or at law. If, upon inspection of the Work by Company or a nominated third-party representative of Company, any part thereof is considered defective or inferior in quality of material, workmanship, or design and/or non-compliant with this Agreement, Company shall have the right to reject the Work. Any Work so rejected shall immediately be repaired or replaced by Contractor at its sole cost and expense as required by Company or its nominated third-party representative. Contractor shall then re-submit the Work for re-inspection and re-testing at Contractor's sole cost and expense. Where the Work has already been delivered to Company, Contractor shall, at its sole cost, collect the Work rejected and transport them for such repair or replacement and risk of loss of or damage to the Work shall immediately, on such rejection, revert to Contractor. Company shall have the right to reject any part of the Work or rework which does not comply with any requirement of the Agreement, including but not limited to, faulty workmanship, services, materials, or equipment. Upon receiving notice of rejection Contractor shall immediately commence to re-perform, repair or replace the defective part of the Work and shall carry out such inspections and / or tests on other parts of the Work as Company may reasonably require to ensure that there are no similar parts of the Work that fail to comply with the requirements of Company. If Contractor fails to do so, Company, after giving prior reasonable notice to Contractor shall be entitled to undertake Contractor's responsibilities in this respect and Company shall be entitled to recover from Contractor all costs reasonably incurred by Company in carrying out such responsibilities.
- 3.12. Where requested by Company, Contractor shall furnish Company with a production or implementation plan and/or assist Company in the preparation of progress reports. Contractor shall perform the Work in accordance with the program (if any) agreed by the Parties in writing or, where no such program is set, with all due expediency. In the event Contractor is unable to progress the Work in accordance with the provisions of the Agreement, Contractor shall notify Company immediately. If in the reasonable opinion of Company, the performance of the Work is failing to meet the program requirements or if it becomes evident that the progress of the Work is too slow to ensure completion in accordance with the Agreement, Company shall notify Contractor who shall, within forty-eight (48) hours of such notice, take steps satisfactory to Company, and at Contractor's expense to expedite the Work. Without prejudice to any other remedy provided for in the Agreement in tort or otherwise at law, following notification that Contractor is unable to progress the Work, Company may elect to undertake the performance of the Work itself or procure a third party to undertake such Work. Company shall notify Contractor and shall be entitled to recover from Contractor all additional costs incurred by Company Group to perform the Work itself or to have it performed by a third party. Contractor shall notify Company in writing at least six months prior to Contractor discontinuing Services or related support for any Goods supplied under the Agreement.
- 3.13. Unless specified in the Purchase Order, Contractor shall obtain and maintain at its own risk and expense from the appropriate authorities all necessary permits and licenses for the performance of the Work.
- 3.14. If during the carrying out of the Work Company employs other contractors in connection with its operations at a Worksite, Contractor shall permit free access to such other contractors and shall co-operate with them.
- 3.15. In the event any part of the Work involves the Disposal of Equipment, Contractor shall comply with Schedule 2.
4. **DELIVERY DATE OR DATE OF COMPLETION OR DATE OF COMMENCEMENT**
- 4.1. The date of delivery or date of completion or date of commencement of the Work shall be that specified in the Purchase Order unless otherwise agreed in writing between Company and Contractor. It shall be a condition of the Agreement that Contractor meets all of the dates set out in the Agreement. Time is of the essence for the Work pursuant to this Agreement.
- 4.2. If Contractor anticipates that it will not be able to deliver or perform or commence the Work at the time for delivery or completion or commencement, it shall promptly notify Company in writing, stating the reason, and, if possible, the time when delivery or completion or commencement can be expected.
- 4.3. If the Work is not delivered or completed or commenced at the time and dates specified in the Purchase Order, Company is entitled to apply liquidated damages from the date on which delivery or completion should have taken place.
- 4.4. Unless otherwise specified in the Purchase Order as being a different amount, the liquidated damages shall be payable at the rate specified in the Purchase Order per each completed day of delay (or if such amount is not specified one percent (1%) of the Price for each day of delay). Unless otherwise specified in the Agreement, the liquidated damages shall not exceed the amount specified in the Purchase Order (or if such amount is not specified ten percent (10%) of the total Price). All amounts of such Liquidated Damages for which Contractor may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by Company in the event that Contractor fails in its respective obligations under the Agreement and not a penalty.
- 4.5. If the delay in delivery is such that Company is entitled to maximum liquidated damages under Clause 4.4 Company may by notice in writing to Contractor terminate the Agreement in respect of such part of the Work as cannot, in consequence of Contractor's failure to deliver, be used as intended by Company. If Company terminates the Agreement, it shall be entitled, in addition to the maximum liquidated damages, to claim compensation for the loss it has suffered because of Contractor's delay and to retain any other rights which it may have at law.
5. **DELIVERY OF GOODS**
- 5.1. All Goods must be delivered at the delivery point specified in the Purchase Order, or as subsequently agreed in writing between Company and Contractor.
- 5.2. Unless otherwise agreed in writing between Company and Contractor, terms of delivery shall be interpreted in accordance with the following INCOTERMS valid at the time of signing the Purchase Order:
- When delivering to a Company named destination in same country, Free Carrier (FCA) *named place*.
 - When delivering cross border to a Company named destination, Delivered at Place (DAP) *named place*.
 - When delivering onboard a Company Vessel, Free On Board (FOB) *named port of shipment*.
 - When collected by Company, Free Carrier (FCA) *named place*.
- 5.3. If Goods are incorrectly delivered, Contractor will be held responsible for any additional expense incurred in delivering such Goods to their correct destination.
- 5.4. Delivery of the Goods is deemed to be completed only when the Goods are delivered in their entirety in accordance with the Agreement.
6. **SHIPPING DOCUMENTS**
- 6.1. All Goods or items that are part of the Work must be accompanied by the delivery note and commercial invoice in duplicate which shall be attached to the package/s at a clearly visible place or handed to the consignee on delivery and shall be marked in accordance with any specific instructions as detailed on the Purchase Order.
- 6.2. Notwithstanding the foregoing, for customs purposes, the delivery note and commercial invoice must contain the following data: (a) Contractor name, Vessel/FPSO/FSO/onshore installation name and Purchase Order; (b) World Customs Organisation (WCO) Harmonised System (HS) 6 number code; (c) Country of origin; (d) Part description; (e) Currency; (f) Part/line item unit price; (g) Total Value; (h) Number of packages, gross and net weight of shipment; (i) Any other relevant information.



- 6.3. All Contractor's declarations with national customs administrations in the European Union shall include the appropriate Economic Operators Registration and Identification System (EORI) number. Failure to include the EORI number may result in delay of customs clearance, the issuance of penalties pursuant to national customs legislation, and other penalties. Contractor may refer to the European Commission Taxation and Customs Union website for further information. For any Goods, materials, parts, spares, equipment, machinery, tools or fuels for any machinery or tools that will be supplied by the Contractor, the Contractor shall be responsible for ensuring that these are duly custom cleared and that any applicable duties are paid by the Contractor.
- 6.4. Where applicable Contractor shall also mark the Goods in conformity with the applicable EU directives and any national rules relating to marking.
- 6.5. If a shipment contains any Goods classified as dangerous goods or are related to Clause 3.5 Hazardous Materials then the Material Safety Data Sheets, Contractor Declaration of Conformity, and IATA Dangerous Goods Declaration and Certification form must accompany the shipment.
- 6.6. If Goods are delivered without the above required shipping documents, Contractor will be held responsible for any penalties, fines and additional expenses incurred by Company.
- 7. PACKAGING**
- 7.1. Contractor shall pack, preserve, and protect the Goods and any items required for the Work as instructed by Company or in the absence of such instruction, to a standard suitable for transportation and post-delivery storage and to ensure that no damage shall occur during transport and handling. Any damage so incurred because of Contractor's failure to pack and protect the Goods shall be for Contractor's account.
- 7.2. Company expects Contractor to use as little and as environmentally friendly packing as possible, whilst still ensuring that the Goods are properly protected from damage. Polystyrene chips shall not be used due to environmental reasons. Bubble wrap is acceptable.
- 7.3. If utilized, all wood packaging materials (such as crating, pallets, boxes, and dunnage) must meet the International Standard for Phytosanitary Measures Regulation, ISPM 15: Guidelines for Regulating Wood Packaging Material in International Trade, and the US Department of Agriculture Regulation 7CFR319.70-3(b) covering wood packaging material for imports. Failure to ensure compliance may result in sanctions, fines, or shipment to be returned to origin at Contractor's cost. Contractor may refer to either the European Integrated Pollution Prevention and Control Bureau website or the US Department of Agriculture website for further information.
- 7.4. If Goods are incorrectly packed, Contractor will be held responsible for any additional expense incurred by Company.
- 8. TERMS OF INVOICING PAYMENT**
- 8.1. For the satisfactory performance of the Work, Company shall pay or cause to be paid to Contractor the remuneration specified in the Purchase Order, in the time and manner specified in this Clause and the Purchase Order.
- 8.2. Invoices and all supporting documents shall be sent by Contractor to Company and addressed to the invoice office as stated on the Purchase Order, showing the price of the Work, and indicating, if appropriate, the discount applied. Such invoice shall be submitted no later than thirty (30) days after the end of the performance of the Work.
- 8.3. Contractor shall not be entitled to receive any payment on any invoice received by Company more than ninety (90) days from completion of the Work. Nevertheless, the Company may, at its sole discretion, make payment against any such invoice.
- 8.4. Company shall make payment within forty-five (45) days of receipt of a correctly prepared and fully supported and substantiated invoice.
- 8.5. In the case of a dispute of the whole or any part of an invoice, Company shall not delay payment of the undisputed part of the invoice; provided that in such an event Contractor shall, before Company is required to make payment, provide Company with a credit note for the unaccepted part or the whole of the invoice, as applicable. The issuing of such a credit note by Contractor shall not of itself be evidence of acceptance by Contractor that Company is correct in disputing that part of the invoice to which the credit note relates. Such payment by Company shall not prejudice its rights to dispute any invoice or part thereof. If any other dispute exists between the parties Company may withhold from any money payable hereunder the amount which is the subject of the dispute. Notwithstanding any other provision contained in the Agreement, Company may, at any time, decline to approve any invoice, in whole or in part, and withhold any payment to Contractor hereunder, without payment of interest or penalty, arising from events of default

- including the following: (i) Contractor is in material default of any of its obligations under the Agreement; (ii) Any portion of the Work is defective or not performed in accordance with the Agreement; (iii) Liens have been asserted or filed (or reasonable evidence exists indicating probable assertion or filing of such claims or liens), including, but not limited to, liens against Contractor Group, any vessel used in the performance of the Work, Company or the Worksite.
- 9. TAX**
- 9.1. Save and except as otherwise provided by Clause 9.4, Contractor shall be responsible for any taxes or similar charges assessed on Contractor in connection with the Work including any taxes, duties, levies, charges and contributions (and any interest or penalties thereon) imposed by law on the Contractor's equipment or personnel (including by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the Contractor). Contractor shall not undertake any action, make any representation or otherwise act in a manner which renders any member of the Company Group subject to any tax to which it would not otherwise have been liable, and shall indemnify, defend and hold the Company Group harmless from any such payment of direct and indirect taxes, duties, levies, charges and contributions (and any interest or penalties thereon).
- 9.2. The Company Group shall be entitled to withhold and remit, without further reference to Contractor, any taxes, duties, levies, charges, and contributions that it is required to apply by any legislation or regulation without gross-up or other compensation to Contractor, and Company shall provide documentary evidence to Contractor of such withholding in accordance with applicable legislation or regulation.
- 9.3. Any payments, including but not limited to refunds, made by Contractor to Company Group shall be made free and clear of all taxes, and to the extent that Contractor is required by law or regulation to deduct or withhold any taxes, Contractor shall increase the amount paid to Company Group to ensure that the net amount received by Company Group is equal to the payment due. Company Group agrees to co-operate with Contractor and to provide documentation required to minimize or remove any withholding or deduction on account of taxes as far as possible.
- 9.4. Company Group expects that most Goods and Services provided to it will be exempted from, zero rated, or outside the scope of, VAT, GST and similar taxes. Contractor agrees to inform the Company Group in advance before issuing any invoice subject to VAT, GST or similar taxes, and to provide Company Group with an opportunity to confirm whether any such invoice should in fact be subject to such tax. To the extent that the parties agree that taxes are applicable to any invoice, Contractor shall ensure that any invoice issued shows the applicable tax and any other information needed to enable Company Group to claim a refund or input credit for such tax.
- 9.5. Contractor warrants that it does not and will not engage in tax evasion or in any conduct that would otherwise cause Company to be subject to the United Kingdom Criminal Finances Act, 2017 (for prevention of facilitation of tax evasion).
- 10. INSURANCE**
- 10.1. Until Company accepts delivery of Goods as outlined herein, Contractor shall insure Goods against all loss or damage and usual risks to their full replacement value and Contractor shall ensure that it is fully insured to cover all liabilities and obligations relating to the Work.
- 10.2. Contractor shall maintain throughout the duration of the Work: (i) employer's liability insurance and/or workmen's compensation insurance covering any personal injury or death of its personnel engaged in the Work to the minimum value required by applicable law; and (ii) comprehensive general liability insurance for not less than \$2 million dollars per occurrence.
- 10.3. In addition to the foregoing, the Parties shall maintain sufficient levels of insurance to cover all their respective liabilities and obligations under the Agreement including, but not limited to, any mandatory statutory limits under applicable law.
- 10.4. Contractor shall supply Company with evidence of all insurances on request.
- 10.5. Contractor shall also procure that Subcontractors are insured, including for, but not limited to, liabilities to appropriate levels as may be relevant to their work.
- 10.6. Contractor's insurance shall be placed with reputable and creditworthy insurers and such insurance shall provide that its underwriters waive their rights of subrogation against Company and its Affiliates in relation to, and to the extent of, any indemnities assumed by Contractor under this Agreement.
- 11. ACCEPTANCE**



- 11.1. If the Work does not conform with the Agreement, whether by reason of being of quantity of measurement not stipulated, being of unsatisfactory quality, or being unfit for the purpose for which they are required, Company shall have the right to reject such Work within a reasonable time of their delivery, irrespective of whether Company has previously accepted them upon delivery.
- 11.2. The making of any payment at any time shall not prejudice Company's right of rejection.
- 12. PRICE**
- 12.1. Company shall pay Contractor the Price as set out in the Agreement in consideration of and as full inclusive compensation for performance by Contractor of all its obligations under the Agreement.
- 12.2. The Price shall be fixed and unless otherwise specified shall include without exception all costs and expenses incurred by Contractor performing the Work.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1. Contractor will indemnify Company against any claim that the Work infringes the Intellectual Property Rights of any Third Party. (where "Intellectual Property Rights" shall mean any one or more of letters patent, registered design, trademark, copyright, database rights, design rights, trade secrets and rights of confidentiality and all rights and forms of protection having equivalent effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for any of them or other intellectual property rights related to the Work), and against all costs and damages which Company may incur in any action for such infringement.
- 13.2. Where any Intellectual Property Rights are provided by Company to Contractor, they shall remain the property of Company. Where any potential Intellectual Property Rights or registrable right in any country in the world arises out of the Work and is invented during the term of the Agreement such rights shall vest in Company. Intellectual Property Rights in the possession of the Contractor Group at the date of the Agreement or otherwise produced outside of the Agreement and/or enhancements in the same shall remain the property of Contractor Group. Contractor hereby grants Company Group a royalty free, irrevocable, non-exclusive, non-transferable, world-wide license to use such Contractor owned Intellectual Property Rights in connection with the Work.
- 13.3. Contractor shall save, indemnify, defend and hold Company Group harmless from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged or actual infringement of any Intellectual Property Rights incurred by Company Group as a result of or in connection with Contractor's performance or non-performance of the Agreement including, but not limited to, the use of tools, implements or methods employed by Contractor or as may arise from the operation by Company of the Work as designed and performed under the Agreement.
- 13.4. For the avoidance of doubt, the rights of possession of, and right of use for and the operation and maintenance of the Work and title to all Intellectual Property Rights in and to the Work arising out of the Agreement, including but not limited to, drawings, specifications, calculations, other documents, computer tapes, discs and other essential recording matter, materials and work shall vest in Company as soon as the preparation, production or creation thereof commences.
- 14. FORCE MAJEURE**
- 14.1. Neither Party shall be responsible for any failure to fulfill any term or condition of the Agreement if and to the extent that fulfillment has been delayed or prevented by a force majeure occurrence which has been notified by a Party without delay 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. Force Majeure does not include any insolvency or financial distress of either Party.
- 14.2. For the purpose of this Agreement only the following occurrences shall be force majeure (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power; (b) ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; (d) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity; (e) strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party its subcontractors or its suppliers and which affect a substantial or essential portion of the Work; (f) maritime or aviation disasters; or (g) subject to clause 2.14, any epidemic or pandemic constituting a public health emergency directly affecting the Work.
- 14.3. In the event of a force majeure occurrence, the Party that is or may be delayed in performing the Agreement shall notify the other Party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 14.4. Following notification of a force majeure occurrence the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.
- 15. TITLE AND RISK**
- 15.1. Company shall retain title to Company provided items and information.
- 15.2. Title to the Work or any part thereof shall vest in Company as soon as is identifiable as being part of the Agreement. Unless otherwise agreed by the Parties in writing, risk, or loss of or damage to the Work shall be and remain with Contractor until the Work is delivered to Company in accordance with Contract.
- 15.3. Title to any Contractor provided items delivered to the Worksite which are not in accordance with the requirements of the Agreement, and which are not required for the performance of the Work, shall re-vest with Contractor. Title to any Contractor provided items delivered to the Worksite for which no payment has been made by the Company and which are no longer required for the performance of the Work shall re-vest with Contractor. Contractor shall bear the costs of removal of such items.
- 15.4. Where applicable for the Work and requested by Company, Contractor grants to Company the non-exclusive and irrevocable right to use any technical information, including software, provided by Contractor, for the life of the Work for the purpose of its operation and maintenance and for no other purpose.
- 16. AUDIT**
- 16.1. Contractor shall maintain complete records pertinent to all aspects of Work in accordance with this Agreement, accepted practice and Applicable Law, including Contractor's rates and prices except to the extent that these consist of a lump sum price.
- 16.2. Contractor shall retain records for a period of five (5) years after completion of the applicable Purchase Order. During such time and the period of the Work, Company shall have the right of access at all reasonable times to the equipment, material, personnel, and records of the Contractor to audit any of its activities pertaining to the Work and their health, safety, environmental and quality systems. Any findings from such audits shall be followed-up for closure as agreed between Company and Contractor.
- 16.3. Contractor shall obtain equivalent rights of audit to those specified above from all Subcontractors and will cause such rights to extend to Company.
- 16.4. As applicable, Company may access at all times to the relevant Work Site for the purpose of monitoring, inspecting, witness testing the Work or any part thereof, its execution, documentation, progress and completion.
- 17. ASSIGNMENT AND SUBCONTRACTING**
- 17.1. The Agreement shall not be assigned by Contractor nor any part of it or any benefit or interest in or under it without the prior written approval of Company which shall not be unreasonably withheld or delayed.
- 17.2. Company may assign this Agreement or any part of it or any benefit or interest in or under it without the prior written approval of Contractor. Notwithstanding the foregoing, Company shall use reasonable efforts to notify Contractor in advance of such an assignment.
- 17.3. Contractor shall not subcontract the whole or any material part of the Work without Company's written consent, which shall not be unreasonably withheld. Where Company gives such approval, it shall further have the right to approve the identity of the Subcontractor.
- 17.4. Contractor shall be responsible for all Work and Goods and/or Services supplied by all Subcontractors. No Subcontract shall relieve



Contractor from any obligations or liabilities under the Agreement and Contractor shall be responsible for the work, acts, omissions, and defaults of any Subcontractor as though they were work, acts, omissions, and defaults of Contractor. No Subcontract shall bind or purport to bind any member of Company Group. Nevertheless, Contractor shall ensure that any Subcontractor shall be bound by and observe the provisions of the Agreement insofar as they apply to the Subcontract. Each Subcontract shall expressly provide for Contractor's unconditional right of assignment of the Subcontract to Company.

18. FREE ISSUE MATERIALS

- 18.1. Company may provide materials free issued to Contractor. Such shall be specified in the Purchase Order or as agreed in writing by the Parties. Dates and method of delivery shall be as specified therein.
- 18.2. Notwithstanding the provisions of Clause 22.2, Contractor shall be responsible for receiving, unloading, and handling such items when delivered to Contractor. Contractor shall visually inspect all such items and check all supporting documentation and shall notify Company of any discrepancy or damage within three (3) working days of receipt or such other period as may from time to time be agreed. Receipt of all such items shall be recorded in writing. In the absence of any notification of discrepancy or damage such items shall be deemed to have been delivered in a complete and undamaged state to the extent that any discrepancy or damage could have been discovered by a visual inspection. Contractor shall not however be liable for any latent defects in any such items.
- 18.3. Contractor shall carry out all special tests and inspections on materials and equipment supplied by Company that are specified in the Purchase Order or otherwise in writing and shall notify Company of the results of such tests and inspections.
- 18.4. Such materials and equipment supplied by Company shall be and remain the property of Company and Contractor will ensure that such materials are always clearly marked as the property of Company. Contractor shall maintain adequate records of materials and equipment provided by Company, and Contractor shall provide on request an inventory to show the use of such materials and equipment and the balance of any unused materials and equipment.
- 18.5. Contractor shall be responsible for providing suitable and safe storage for materials and equipment provided by Company and shall comply with any storage requirements set out in the Purchase Order or otherwise in writing including, where applicable, preservation of the Goods and storage under controlled climatic conditions best suited for the Goods. Notwithstanding the provisions of Clause 22.2, Contractor shall make good any loss or damage to such materials and equipment which may occur whilst in the possession or control of Contractor and, to the extent that it results from any non-compliance with the Purchase Order any deterioration that may occur.
- 18.6. Contractor shall use such materials only in connection with the Agreement.
- 18.7. Any surplus materials shall be disposed of at Company's discretion. Waste of such materials arising from bad workmanship or negligence of Contractor shall be made good at Contractor's expense. Without prejudice to any other rights of Company, Contractor shall return such materials to Company on demand.

19. ONBOARD ACTIONS

- 19.1. If the Work requires Contractor to be onboard a Vessel, or to be onboard an FPSO or FSO, or attend at an onshore installation, that is owned, managed, chartered to or otherwise under the control of Company, Contractor agrees to take certain actions onboard/while attending including, without limitation, the following: a) Complete the orientation form for Service Providers Onboard; b) Enter its details in the gangway logbook and comply with all Company security requirements; c) Outside the accommodation area, turn off any battery operated equipment which is not intrinsically safe, such as cell phones and cameras; familiarize itself with the Vessel/FPSO/FSO/onshore installation, including but not limited to the alarm signals and the location of muster stations; d) Smoke only in allowed smoking areas; e) Wear personal protection equipment appropriate to the job, as a minimum safety shoes, safety helmet, eye protection, gloves and boiler suits as applicable; f) Ensure that one of the Master, Chief Officer or Chief Engineer is aware of, and obtain from one of them, Permits to Work irrespective of the nature of the job; and g) Comply with any and all instructions from the Vessel and the Company regarding the behaviour expected and required on board or while attending.

20. INDEPENDENT CONTRACTOR

- 20.1. Contractor shall be an independent contractor with respect to the Work and shall exercise control, supervision, management, and direction as to the method and manner of obtaining the results required by Company.
- 20.2. Contractor shall have no authority to represent or bind Company in any way. Contractor and the employees of Contractor are not employees, subcontractors, or agents of Company. The presence of any Company representative at any Worksite shall not relieve the Contractor from its obligations in the proper execution of the Work.

21. BUSINESS ETHICS

21. Both Contractor and Company shall uphold the highest standards of business ethics in the performance of the Agreement. Honesty, fairness, and integrity shall be paramount principles in the dealings between the Parties.
- 21.1. Neither Party shall knowingly involve itself in any business in connection with, or use information arising from, the Agreement in any manner which conflicts with the interests of the other Party.
- 21.2. Both Contractor and Company agree that they will not, directly, or indirectly, receive from, or give or offer to give to any member of Company Group or Contractor Group or to other contractors or suppliers, or to government officials or any other persons anything of material value which would be regarded as an improper inducement to any party. Any breach of this obligation shall constitute a material breach of the Agreement.
- 21.3. The Parties agree that they will abide by Company's Code of Business Conduct, a copy of which shall be furnished on request.
- 21.4. Each Party warrants and represents that in negotiating and concluding the Agreement it has complied, and in performing its obligations under the Agreement it has complied and shall comply, with all Applicable Business Ethics Laws.
- 21.5. Contractor warrants that it has an ABE Program setting out adequate procedures to comply with Applicable Business Ethics Laws and that it will comply with such ABE Program in respect of the Agreement. Contractor agrees to cause its subcontractors of any tier to observe and to comply with, mutatis mutandis, the provisions in this Article 21 (or substantially equivalent provisions) and shall take all reasonable and appropriate steps to ensure that its subcontractors of any tier comply with such provisions.
- 21.6. In addition, and subject to Clause 16 (Audit), on provision of no less than thirty (30) days' formal notice, Company or its duly authorised representatives shall have the right to audit, at its own cost, the existence, content, and implementation of Contractor's ABE Program, but such right shall not include access to documents that are legally privileged or were created for the purpose of an on-going investigation.
- 21.7. Where it is legally able to do so, and subject to a request by a Competent Authority not to notify, each Party shall notify the other in writing immediately upon whichever is the earlier of (a) becoming aware of any investigation or proceedings initiated by a Competent Authority relating to an alleged breach of Applicable Business Ethics Laws by either Party or any member of its Group in connection with the Agreement; or (b) having a reasonable belief that either Party or any member of its Group may have breached Applicable Business Ethics Laws in connection with the Agreement. The affected Party shall use reasonable efforts to keep the other Party informed as to the progress and finding of such investigation or proceedings, the details of any measures being undertaken by the affected Party to respond to the alleged or potential breach and the remedial measures that are being or will be implemented to prevent such conduct in the future.
- 21.8. (a) subject to the remaining provisions of this Clause 21.8, if Company has a reasonable belief that Contractor has breached Applicable Business Ethics Laws, then Company may give formal notice of its intention to suspend payments under the Agreement to Contractor giving the basis of such reasonable belief. If within seven (7) days of such formal notice Contractor neither responds with information reasonably satisfactory to Company to refute such belief nor commences and continues with action reasonably satisfactory to Company to remedy such suspected breach Company may, by the provision of formal notice, suspend with immediate effect any payments due without liability; (b) Company shall not be entitled to suspend payment for sums due for any part of the Work performed in accordance with the Agreement that Contractor can reasonably substantiate as not being connected with the suspected breach; (c) In the event of such suspension, the Parties shall meet at not more than seven (7) day intervals with a view to agreeing an appropriate course of action during the period of the suspension; (d) On expiration of the period to be decided by Company, Company shall, unless otherwise agreed, either: (i) Within thirty (30) days make full payment of any sums retained pursuant to this Clause 21 which are otherwise due; or (ii) If its reasonable belief remains, within thirty (30) days serve formal notice that the Agreement is terminated pursuant to this provision.



- 21.9. In the event of termination in accordance with Clause 21.8 (d) (ii) the following conditions shall apply:
 (a) Subject to the remaining provisions of this Clause 21.9, the Agreement is deemed to have been terminated in accordance with Clause 25.1.(b) but clause 25.2 is not applicable; (b) Subject to paragraph (c) Contractor shall be entitled to payment only for Work completed in accordance with the Agreement up to the date of termination; (c) Contractor shall not be entitled to payment for any sums connected with the possible breach of Applicable Business Ethics Laws (including those retained under Clause 21.8(a)); (d) Subject to Company being able to evidence that a breach of Clause 21.5 has occurred, Company shall be entitled to receive from Contractor any additional costs reasonably incurred by Company as a result of a breach by Contractor; (e) Payment shall be made to Contractor within thirty (30) days of the date of termination of the Agreement.
- 21.10. Provided that Company has a reasonable belief at the time of issuing the termination notice that Contractor has breached Applicable Business Ethics Laws, Company shall not be in breach of the Agreement in issuing a termination notice even if it transpires that Contractor is not in breach of Applicable Business Ethics Laws.
- 21.11. Notwithstanding any other provision of the Agreement, if at a subsequent date it is determined or agreed that Contractor did not breach Clause 21.5, Contractor shall be entitled to payment for all sums retained under Clause 21.9 (c) (including those retained under Clause 21.8 (a)).
- 21.12. Sanctions. Both Parties warrant that: (i) they have an active Trade sanctions compliance policy in force, and (ii) nothing connected to this Agreement or any Purchase Order is in contravention of US/UN and EU sanctions. Contractor further warrants that neither Contractor, nor any of its subcontractors, nor any of its or their respective directors, or officers are listed as ‘specially designated nationals’, nor will they be so listed at any time during the term of this Agreement. Should Contractor, any subcontractor or any of its or their respective directors, or officers become listed as ‘specially designated nationals’ at any time during the term of this Agreement, then Company has the right to terminate the Agreement and/or any Purchase Order with immediate effect and Contractor will indemnify Company for any consequences reasonably related to such termination.

22. LIABILITIES AND INDEMNITIES

- 22.1. Contractor shall be responsible for and shall save, indemnify, defend, and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 (a) loss of or damage to property of Contractor Group whether owned, hired, leased, or otherwise provided by Contractor Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and
 (b) personal injury including death, bodily harm or disease to any person employed or engaged by Contractor Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and
 (c) subject to any other express provisions of the Agreement, personal injury including death, bodily harm or disease or loss of or damage to the property of any third party in each case to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor Group. For the purposes of this Clause 22.1 (c) “third party” shall mean any party which is not a member of Company Group or Contractor Group.
- 22.2. Company shall be responsible for and shall save, indemnify, defend, and hold harmless Contractor Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 a) loss of or damage to property of Company Group whether (i) owned by Company Group, or (ii) leased or otherwise obtained under arrangements with financial institutions by Company Group arising from, relating to or in connection with the performance or non- performance of the Agreement, but excluding the Work; and
 (b) personal injury including death, bodily harm or disease to any person employed or engaged by Company Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and
 (c) subject to any other express provisions of the Agreement, personal injury including death, bodily harm, or disease and/or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Company Group. For the purposes

- of this Clause 22.2 (c) “third party” shall mean any party which is not a member of Contractor Group or Company Group.
- 22.3. Without limitation to Contractor’s other obligations under the Agreement and at law, Contractor shall be responsible for the Work from effective date of the Agreement until the completion of the Work in accordance with the provisions of the Purchase Order and the Agreement in respect of the whole or the relevant part of the Work, at which date or dates responsibility shall pass to Company. Before the date of any such completion or handover, in the event of loss or damage to the Work, Contractor shall, if instructed by Company, reconstruct, repair, or replace the same. Where the necessity for such work of reconstruction, repair or replacement was solely caused by Company Group, such Work shall be at the expense of Company. Nothing contained in this Clause 21 shall be construed as limiting Contractor’s warranty obligations in Clause 23.
- 22.4. Except as provided by Clause 22.1(a), Clause 22.1(b) and Clause 22.5, Company shall save, indemnify, defend, and hold harmless Contractor Group and against any claim of whatsoever nature arising from pollution emanating from the property of Company Group (including but not limited to Vessels) arising from, relating to or in connection with the performance or non-performance of the Agreement.
- 22.5. Except as provided by Clause 22.2(a) and Clause 22.2(b), Contractor shall save, indemnify, defend, and hold harmless Company Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of Contractor Group or emanating from the property and equipment of Contractor Group (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of the Agreement.
- 22.6. All exclusions and indemnities given under this Clause 22 (save for those under Clauses 22.1(c) and 22.2(c)) and Clause 22.8 (Consequential Loss) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law but excluding always willful misconduct.
- 22.7. If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both Parties shall co-operate fully in investigating the incident.
- 22.8. Notwithstanding any provision to the contrary elsewhere in the Agreement and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the Agreement, Company shall save, indemnify, defend and hold harmless Contractor Group from Company Group’s own Consequential Loss and Contractor shall save, indemnify, defend and hold harmless Company Group from Contractor Group’s own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Agreement.
 For the purposes of this Clause the expression “Consequential Loss” shall mean (i) consequential or indirect loss under English law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the effective date of the Agreement.

23. WARRANTY

- 23.1. Contractor warrants that the Work shall be performed in accordance with the requirements of the Agreement and shall be free from defects. In the event that the Company notifies Contractor of any defects in the Work, including but not limited to, defective design, drawings, materials, equipment, Contractor’s erroneous instructions as to use or workmanship, or any other breach of Contractor’s obligations whether express or implied within twelve (12) months from completion of the Work, Contractor shall, subject to the operational requirements of Company, carry out such work as necessary to correct the defects in the Work at Contractor’s own cost. All costs incurred by Company Group because of defective Work shall be for Contractor’s account. If any of the Work is re-performed, rectified, or replaced, the provisions of this Clause 23 shall apply to the portion of the Work so re-performed, rectified, or replaced, and Contractor shall guarantee for a further period of twelve (12) months all remedial work carried out under this warranty commencing from the date that such Work is accepted by the Company as being satisfactorily completed.
- 23.2. Company may decide that the carrying out of such corrective work by Contractor is impracticable or prejudicial to Company Group interests. In such case Company may elect to procure a third party to undertake such Work. Company shall notify Contractor of such cases and shall be entitled to recover from Contractor all additional costs reasonably incurred by Company to perform the Work itself or to have it performed by a third party. The rights afforded to Company by this



- Clause 23 are in addition to and not exclusive of, Company's rights at law.
- 23.3. Furthermore, Contractor warrants that the Goods shall be delivered in accordance with the requirements of the Agreement and shall be free from defects. Contractor shall as soon as reasonably practicable repair or replace all Goods which are or become defective during the period of twelve (12) months from putting into service or twenty four (24) months from delivery, whichever shall be the shorter, where such defects occur under proper usage and are due to faulty design, Contractor's erroneous instructions as to use, erroneous use of data, inadequate or faulty materials or workmanship, or any other breach of Contractor's obligations, express or implied.
- 23.4. In the event of defect Contractor shall repair or replace the Goods as is necessary to correct the defects at Contractor's own cost including, but not limited to, collecting the defective Goods, and transporting the same for such repair or replacement. Risk of loss of or damage to the Goods shall immediately, on such notification, revert to Contractor. If the Goods are repaired or replaced, the provisions of this Clause 23 shall apply to the portion of the Goods so repaired or replaced, and Contractor shall guarantee for a further period of twelve (12) months all remedial work carried out under this warranty commencing from the date that such repaired or replaced Goods are accepted by Company in writing. The rights afforded to Company under this Agreement are in addition to, and not exclusive of, Company's rights at law.
24. **LIENS AND SALVAGE**
- 24.1. Contractor shall not claim any lien or attachment on the Work or any property of Company Group in the possession of Contractor or at the Worksite. Contractor shall immediately notify Company of any possible lien or attachment which may affect the Work or any part thereof.
- 24.2. Contractor shall waive and not allow any claim, attachment, encumbrance, lien, retention of title claim or charge to attach on the Work or any property of Company Group in connection with the Agreement.
- 24.3. Contractor shall indemnify and hold harmless Company Group from and against all claims, attachments, encumbrances, liens, retention of title claims, or charges caused or committed by Contractor Group or by any third party in connection with the Agreement and all costs, damages and expenses incidental thereto.
- 24.4. Contractor hereby renounces and relinquishes all rights it may have, and which it may acquire, to participate in salvage monies.
25. **TERMINATION**
- 25.1. Company shall have the right by giving notice to terminate all or any part of the Work or the Agreement at such time or times as Company may consider necessary for any of the following reasons:
- (a) to suit the convenience of Company; or
 - (b) subject only to Clause 25.2 in the event of any default on the part of Contractor; or
 - (c) in the event of Contractor becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of Contractor being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the UK Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any Applicable Law.
- 25.2. In the event of default on the part of Contractor and before the issue by Company of an order of termination of all or any part of the Work or the Agreement, Company shall give notice of default to Contractor giving the details of such default. If Contractor upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to Company to remedy such default Company shall be entitled to immediately suspend the Work and/or issue a notice of termination in accordance with the provisions of Clause 25.1.
- 25.3. In the event of Company giving Contractor notice of termination of all or any part of the Work or the Agreement, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon Contractor shall immediately:
- (a) cease performance of the Work or such part thereof as may be specified in the notice;
 - (b) allow Company or its nominee full right of access to the Worksite to remove and/or take over the Work or the relevant part of the Work so far completed together with all materials and equipment which are the property of Company;
 - (c) assign to Company, or its nominee, to the extent desired by Company all or the relevant parts of the rights, titles, liabilities and Subcontracts relating to the Work which Contractor may have acquired or entered into;
 - (d) except as required under Clause 25.3(b), remove all the equipment or materials, of Contractor from the immediate area in which the Work or the relevant part thereof is being performed unless otherwise instructed by the Company.
- 25.4. Within thirty (30) days of the effective date of termination (or such other time period as may be notified by Company to Contractor) Contractor shall deliver to Company all the relevant parts respectively of any technical information related to the Work including originals, copies and reproductions of all drawings, specifications, requisitions, calculations, program listings, erection plans, schedules, computer tapes, discs and other essential recording matter and all other data and documents prepared by Contractor or any Subcontractor. Notwithstanding the foregoing, Contractor may retain one copy of any such documents while admitting that Company has title to all such documents.
- 25.5. In the event of termination under Clause 25.1(b) or Clause 25.1(c) Company shall have the right to obtain completion of the Work or the relevant part of the Work by other contractors.
- 25.6. In the event of termination under Clause 25.1(a) Contractor shall be entitled to payment for the part of the Work performed in accordance with the Agreement
- 25.7. In the event of termination of part of the Work in accordance with Clause 25.1(b) Contractor shall be entitled to payment only for the part of the Work performed in accordance with the Agreement. Any additional costs reasonably incurred by Company as a direct result of such termination shall be recoverable from Contractor.
- 25.8. In the event of termination of all of the Work or the Agreement in accordance with Clause 25.1(b) or Clause 25.1(c) the following conditions shall apply (a) Contractor shall cease to be entitled to receive any money or monies on account of the Agreement until the expiration of the Defects Correction Period specified in Clause 23 (assuming that the completion date in respect of the whole of the Work would have been the date specified in the Purchase Order) and thereafter until the costs of completion and all other costs arising as a result of Contractor's default or other events giving rise to the termination have been finally ascertained; (b) thereafter and subject to any deductions that may be made under the provisions of the Agreement Contractor shall be entitled to payment only for the part of the Work completed in accordance with the Agreement up to the date of termination; and (c) any additional costs reasonably incurred by Company as a direct result of Contractor's default or other events giving rise to termination shall be recoverable from Contractor
- 25.9. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
26. **GENERAL CONDITIONS OF CONTRACTOR**
- 26.1. No conditions submitted or referred to by Contractor when tendering or otherwise referred to by Contractor in quotations or correspondence shall form part of the Agreement unless otherwise agreed to in writing by Company.
27. **CONFIDENTIALITY**
- 27.1. Contractor and Company may disclose certain of their Confidential Information (as defined below) to the other pursuant to their respective obligations under this Agreement. In consideration of a party receiving the Confidential Information of the other party, the parties agree as follows:
- 27.2. "Confidential Information" as used in this Agreement shall mean any and all confidential technical and non-technical information disclosed either orally or in writing by one Party (a "Disclosing Party") to the other Party (a "Receiving Party"), whether or not marked as "confidential", and shall include without limitation: (a) all trade secrets, drawings, works of authorship, inventions, know-how, techniques, design details and specifications, software programs and software source documents; (b) all information regarding research, development, new service offerings and products, marketing and selling plans, business plans,



budgets and unpublished financial statements, licensing arrangements, prices and costs and suppliers and customers; (c) the existence and content of any business discussions, negotiations or agreements between the Parties, and (d) in the case of Company, any information disclosed on behalf of the Client.

- 27.3. The Receiving Party agrees that it will only use any Confidential Information of the Disclosing Party for the limited purposes of carrying out its obligations under this Agreement, and that it will not otherwise make use of or reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information of the Disclosing Party except that Company shall be entitled to disclose the existence of the relationship with Contractor. Company shall be entitled to disclose Confidential Information to its joint venture partner, Affiliates and/or other subcontractors to the extent necessary to meet its obligations to the Client; provided always that any such disclosure shall be subject to a duty of confidentiality consistent with this provision.
- 27.4. The Receiving Party agrees that it shall disclose Confidential Information of the Disclosing Party only to those of its employees, contractors or other agents who need to know such Confidential Information and who have agreed to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement.
- 27.5. The Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information and represents that it exercises at least reasonable care to protect its own Confidential Information.
- 27.6. The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Receiving Party can demonstrate that such Confidential Information: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; or (e) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure.
- 27.7. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. The Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material or medium containing or representing such Confidential Information, upon the written request of the Disclosing Party.
- 27.8. The Parties' obligations of confidentiality shall continue for a period of five (5) years from the completion of the Work or the termination of this Agreement, whichever shall first occur.
- 27.9. Cyber security - Contractor represents and warrants that it and its Affiliates have established and implemented all reasonable and prudent measures for the prevention and mitigation of Cyber Security Risks, and that it shall cause its subcontractors (of any tier) to implement and maintain all reasonable and prudent measures for the prevention and mitigation of Cyber Security Risks in accordance with this provision. Reasonable and prudent measures for the prevention and mitigation of Cyber Security Risks shall include but not be limited to the establishment, implementation and maintenance of: (a) reasonable and prudent procedures for preventing and mitigating Cyber Security Risks including internal controls required by applicable law, (b) up-to-date anti-virus and malware detection and protection software, (c) anti-spoofing detection and prevention controls, (d) regular cyber security training for staff, (e) regular systems monitoring and vulnerability testing, (f) business continuity/recovery and mitigation plans, (g) network firewalls, (h) up-to-date security-related upgrades and patches, (i) internal accounting and other controls sufficient to provide reasonable assurances that transactions are executed, and access to assets, are only permitted in accordance with management's general or specific authorization, and (j) all other reasonable measures to meet prevailing industry standards for the protection against Cyber Security Risks (such as compliance with the latest version of BIMCO's "Guidelines on Cyber Security Onboard Ships" and any updates thereto with respect to shipping operations). In the event the Contractor becomes aware of

a Cyber Security Risk which impacts or is likely to impact Company or its Affiliates, it shall notify Company without delay of such Cyber Security Risk and the steps it is taking to mitigate such risk; and the Parties shall diligently cooperate with each other to mitigate any adverse impacts. Contractor shall indemnify Company Group for any loss or damages they suffer because of Contractor's breach of any of these provisions. Company, acting reasonably, shall be entitled to review, monitor, and audit the adequacy of the Contractor's Cyber Security Risk prevention and mitigation measures and procedures to verify compliance with this clause. For the purposes of this clause: (i) "Cyber Security Risks" means any threatened or actual security breach to a Party or its Affiliates' IT Systems and Data including any cyber attack, unauthorized access of data, and/or any disruption, circumvention, misuse, impairment, loss, destruction, damage or other harm to a Party or its Affiliates' IT Systems and Data, whether by reason of any virus, malware, phishing or other incursion event; and (ii) "IT Systems and Data" means a Party, its Affiliates or its subcontractors', as applicable, software, databases, networks, internet sites, information technology systems and any confidential information stored or contained therein or transmitted therein or thereby.

28. DATA PROTECTION

- 28.1. If the Services and/or Work involve the handling of Data (as defined in Schedule 1 attached hereto), then the provisions of Schedule 1 (Data Protection) shall apply.

29. LANGUAGE, DISPUTE RESOLUTION AND GOVERNING LAW

- 29.1. The ruling language of the Agreement shall be the English language.
- 29.2. The construction, validity and performance of the Agreement shall be governed by the laws of England excluding those conflict of law rules and choice of law principles which would deem otherwise.
- 29.3. Any dispute arising out of or in connection with the Agreement shall be resolved by means of the following procedure:
 - (a) the dispute shall initially be referred to local senior management of both Parties who shall discuss the matter in dispute and make reasonable attempts to resolve such dispute within the thirty (30) day period from the date notice of the dispute is given by one Party to the other; and
 - (b) if no agreement is reached under, (a) within the thirty (30) day period, or such longer period as the Parties may mutually agree, then the dispute shall be referred to the group senior management of both Parties who shall discuss the matter in dispute and make reasonable attempts to resolve such dispute within the ensuing thirty (30) day period.
- 29.4. In the absence of agreement being reached under (a) or (b), the matter shall be referred to arbitration in London in accordance with the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Agreement. The place and seat of arbitration shall be London, England. The language to be used in the arbitration proceedings shall be English.
- 29.5. The reference shall be to three arbitrators, one to be appointed by each Party and the third by the two so appointed. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment to the other Party requiring the other Party to appoint its arbitrator within fourteen (14) days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not give notice that it has done so within the fourteen (14) days specified, the Party referring the dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be as binding as if the arbitrator had been appointed by agreement.
- 29.6. Notwithstanding Clause 29 or unless terminated by Company, whilst any matter or matters are in dispute, Contractor shall proceed with the execution and completion of the Work and both Parties shall comply with all the provisions of the Agreement.

30. CONFLICTS MINERALS

- 30.1. Contractor understands that Company may be required to comply with U.S. Securities and Exchange Commission (the "SEC") rules requiring disclosure by certain public companies of their use of Conflict Minerals originating in the Democratic Republic of the Congo ("DRC") or an adjoining country.
- 30.2. To the extent Company is required to comply with the SEC's Conflict Mineral rules, Contractor agrees that it will promptly provide such



information and certifications, and make such inquiries of others in its supply chain, as requested by Company in order for it to comply with such SEC rules, including information to determine whether any Conflict Minerals used in the Work (i) originate in the covered countries or (ii) are from recycled or scrap sources.

31. ENTIRE AGREEMENT AND GENERAL LEGAL PROVISIONS

- 31.1. The Agreement constitutes the entire agreement between the Parties hereto with respect to the Work and supersedes all prior negotiations, representations or agreements related to the Work, either written or oral.
- 31.2. The Agreement shall not be modified except by written consent of both Parties.
- 31.3. Failure of either Party to insist upon strict performance by the other Party of any term or condition or right of the Agreement shall not be deemed or be construed as a waiver.
- 31.4. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

Notices shall be in writing and may be personally served or sent by an internationally recognized courier service and shall be effective (i) if personally served, when served; (ii) if sent by courier, on recorded receipt with postage prepaid. The addresses for the service of notices for each Party shall be as stated in the applicable Purchase Order. Addresses for service agents are as per those outlined in the Purchase Order.

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SCHEDULE 1 – DATA PROTECTION

1. Definitions

- 1.1. **“Data”** means any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person, including but not limited to, name, address, telephone number, email address, payment card data, identification number such as social security or tax ID number, date of birth, driver’s license number, medical and health-related information, and any other personally identifiable information that the Data Disclosing Party or any third party acting on the Data Controller’s behalf processes in connection with the Data Purpose.
- 1.2. **“Data Controller”** has the meaning given to that term in Data Protection Law.
- 1.3. **“Data Disclosing Party”** means the party disclosing the Data (or on behalf of whom Data is disclosed to the Data Recipient).
- 1.4. **“Data Processor”** has the meaning given to that term in Data Protection Law.
- 1.5. **“Data Protection Law”** means any Applicable Laws relating to data protection, the processing of personal data and privacy from time to time, including (with limitation):
 - a) the European Union (“EU”) General Data Protection Regulation 2016/679 (“GDPR”);
 - b) United Kingdom (“UK”) General Data Protection Regulation (“UK GDPR”) and the UK Data Protection Act 2018;
 - c) the Directive on Privacy and Electronic Communications (Directive 2002/58/EC and the 2009 update, Directive 2009/136) and the proposed Regulation on Privacy and Electronic Communications if (and when) that becomes law; and
 - d) any other data privacy or data protection law or regulation that applies to the processing of Data under this Agreement.
- 1.6. **“Data Recipient”** means the party to whom Data is disclosed.
- 1.7. **“Data Subject”** means an individual who is the subject of any of the Data.
- 1.8. **“Data Subject Request”** means a written request of either party as Data Controller by or on behalf of a Data Subject to exercise any rights conferred by Data Protection Law in relation to the Data.
- 1.9. **“EU Model Clauses”** means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the Transfer of Personal Data to Processors established in Third Countries under the Directive 95/46/EC, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision.
- 1.10. **“Legal Basis”** means in relation to either party, the legal basis for processing and/or sharing the Data in accordance with the Data Protection Law.
- 1.11. **“Security Breach”** means any breach or suspected breach of any of the Data Processor’s obligations or any other unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to the Data.
- 1.12. **“Security Risk”** means any risks or vulnerabilities that are likely to affect the integrity or effectiveness of the Security Measures (including vulnerabilities relating to any software or third-party system or network) that are known or ought reasonably to be known to the Data Processor; and
- 1.13. **“Supervisory Authority”** means any relevant supervisory authority under Data Protection Law.

2. Interpretation

- 2.1. In this Schedule, unless the context otherwise requires, words and expressions defined in Data Protection Law shall have the same meanings in this Schedule.
- 2.2. Where a “Clause” number is referenced in this Schedule, same will be intended to refer to the corresponding clause in this Schedule unless otherwise specifically stated to the contrary.
- 2.3. All capitalized terms used herein shall have the definitions given to them in this Schedule and any other capitalized terms that are not defined in this Schedule, will have the meanings ascribed to them in Clause 1 of the Agreement.

3. Data protection processing

- 3.1. The Parties acknowledge that, for the purposes of Data Protection Law, Company is the Data Controller and Contractor is the Data Processor.
- 3.2. Data Processor will process the Data only to the extent, and in such a manner, as is necessary for the implementation of the Work (“Data Purpose”), but subject to and in accordance with Company’s instructions from time to time. If Data Processor considers that any

- 3.3. instruction from Company contravenes Data Protection Law, it shall immediately notify Company, giving reasonable details.
- 3.4. Data Processor will acquire no rights or interest in or to the Data. In accordance with its obligations under Data Protection Law, Data Processor shall take appropriate technical and organisational security measures in processing the Data, and any additional data security measures agreed in writing by the Parties and/or reasonably specified by Company from time to time in writing and/or that are otherwise consistent with good industry practice (the “Security Measures”) so as to ensure an appropriate level of security is adopted to mitigate the risks associated with the processing of such Data, including unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to the Data.
- 3.5. Data Processor will: (a) comply with its obligations under Data Protection Law; (b) keep such records and information in relation to the processing of the Data as are required under Data Protection Law and promptly provide all such records and information on request from Company to demonstrate compliance with Data Protection Law in relation to the processing of the Data by the Data Processor under this Agreement (including evidence of the Security Measures); (c) permit Company (or an auditor appointed by Company) or a Supervisory Authority to have access to the Data Processor’s premises, personnel and records, on reasonable notice, for the purposes of inspecting, testing and auditing the Security Measures implemented by the Data Processor and otherwise verifying compliance with Data Protection Law; (e) promptly make such changes to those measures to ensure that those measures are sufficient to ensure Company’s compliance with Data Protection Law; and (f) assist Company to ensure compliance with Company’s obligations under Data Protection Law in relation to the processing of the Data.
- 3.6. Data Processor will promptly comply with any request from Company requiring Data Processor to update or otherwise amend, transfer, delete or destroy the Data.
- 3.7. On a general basis, if Data Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of the Data or to either party’s compliance with Data Protection Law, it will immediately notify Company and will provide Company with full co-operation and assistance in relation to any such complaint, notice or communication.
- 3.8. Data Processor agrees to assist Company, within such timescale as may be reasonably required by Company, in responding to any Data Subject Request which is received by Company or the Data Processor. However, Data Processor will not acknowledge or otherwise respond to any such Data Subject Request, nor disclose any of the Data to any Data Subject or to any third party, other than upon and in accordance with Company’s instructions or as otherwise provided for in this Agreement.
- 3.9. Data Processor will ensure that access to the Data is limited to: (a) those of its employees who need access to the Data to meet the Data Processor’s obligations under this Agreement (the “Relevant Employees”) and shall ensure that no other employees of Data Processor or third parties are given access to the Data and (b) such part or parts of the Data as is strictly necessary for performance of that Relevant Employee’s duties.
- 3.10. Data Processor will ensure that Relevant Employees: (a) only process Data to the extent permitted by Clause 3.2; (b) are bound by appropriate obligations of confidentiality in respect of the Data and understand that the Data is confidential in nature; and (c) receive the appropriate training in data protection procedures. Data Processor shall identify and keep records of training received by such staff and the contents of all courses.
- 3.11. Data Processor shall not sub-contract the performance of any of its processing obligations under this Agreement (or otherwise authorise any third party to process the Data on its behalf) without the prior written consent of Company (which Company may give or withhold in its absolute discretion).
- 3.12. Subject to Clause 3.11, where Data Processor engages another data processor by way of sub-contract to perform processing activities on behalf of Company, Data Processor shall: (a) be solely responsible for complying with Data Protection Law in terms of on-going sub-contracting; (b) ensure that the sub-contract incorporates (i) terms and conditions which are substantially the same or equivalent to the terms of this Schedule and (ii) a right to terminate automatically on termination of this Agreement for any reason; and (c) be liable to Company for any act or omission by such data processor which breaches the obligations of Data Processor under this Agreement.
- 3.13. Data Processor shall not disclose any Data to a third party in any circumstances other than in accordance with Clause 3.12 or as expressly authorised in writing by Company.



- 3.14. Data Processor will immediately upon becoming aware of a Security Incident take such steps as are necessary to mitigate the detrimental impact of the Security Incident.
- 3.15. Data Processor will promptly (and, in any event, no later than forty-eight (48) hours after becoming aware of the breach or suspected breach) inform Company in writing of any Security Incident. Such notification shall contain (at a minimum): (a) the nature of the Security Incident; (b) the date and time of occurrence; (c) the extent of the Data and Data Subjects affected or potentially affected; (d) the likely consequences of any Security Incident for Data Subjects affected by it and any measures taken or proposed to be taken by the Data Processor to contain the Security Incident; and (e) any other information that Company shall require in order to discharge its responsibilities under Data Protection Law in relation to such Security Incident.
- 3.16. Data Processor will thereafter promptly (a) provide Company with all such information as Company requests in connection with a Security Incident; (b) take such steps as Company requires it to take to mitigate the detrimental effects of any such Security Incident on any of the Data Subjects and/or on Company; and (c) otherwise cooperate with Company in investigating and dealing with such Security Incident and its consequences.
- 3.17. Data Processor will not retain Data any longer than is reasonably necessary, in accordance with Company record retention policies, to accomplish the intended purposes for which the Data was processed pursuant to this Agreement.
- 3.18. When Data are no longer necessary for the purposes set forth in the Agreement or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as Company requests in writing, Contractor will (a) provide to Company, in the format and on the media requested by Company, a copy of all or, if specified by Company, any part of the Data; and (ii) destroy all, or if specified by the Company, any part of the Personal Data in Contractor's possession. Contractor will provide a certification of destruction and a detailed report summarizing the sanitized or destroyed items if requested.
- 3.19. If any Applicable Laws do not permit Contractor to comply with the delivery or destruction of the Data, Contractor warrants that it will ensure the confidentiality of the Data and that it will not use or disclose any Data at or after the termination or expiration of the Agreement.
- 4. Data protection sharing**
- 4.1. Save as provided for in this Agreement, the Parties agree not to use any disclosed Data in a way that is incompatible with the Data Purpose.
- 4.2. Each party shall ensure that it processes the disclosed Data fairly and lawfully in accordance with Data Protection Law and each party as Data Disclosing Party warrants to the other Party in relation to any Data disclosed, that such disclosure is justified by a Legal Basis in accordance with the Data Protection Law.
- 4.3. The Parties agree that, for sharing Data, the relationship between them is such that any sharing of the disclosed Data shall be on a Data Controller to Data Controller basis. The Data Recipient agrees that: (a) it is a separate and independent Data Controller in respect of the disclosed Data that it processes under this Agreement and that the Parties are not joint Data Controllers or Data Controllers in common; (b) it is responsible for complying with the obligations incumbent on it as a Data Controller under Data Protection Law (including responding to any Data Subject Request); and (c) it shall implement appropriate Security Measures, so as to ensure an appropriate level of security is adopted to mitigate the risks associated with its processing of the disclosed Data, including against unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to such Data.
- 4.4. Each Party shall, promptly (and, in any event, no later than twenty-four (24) hours after becoming aware of the breach or suspected breach), inform the other Party of any breach or suspected breach of any of that Party's obligations in terms of the previous Clauses 4.1 to 4.4 (all inclusive) and of any other unauthorised or unlawful processing of any of the disclosed Data and any other loss or destruction of or damage to any of the disclosed Data. Such notification shall specify (at a minimum): (a) the nature of the personal data breach or suspected breach; (b) the date and time of occurrence; (c) the extent of the disclosed Data and Data Subjects affected or potentially affected, the likely consequences of any breach (in the case of a suspected breach, should it have occurred) for Data Subjects affected by it and any measures taken or proposed to be taken by that Party to contain the breach or suspected breach; and (d) any other information that the other Party shall require in order to discharge its responsibilities under Data Protection Law in relation to such breach or suspected breach.
- 4.5. The Party who has suffered the breach or suspected breach shall thereafter promptly, (a) provide the other Party with all such information as the other party requests in connection with such breach or suspected breach; (b) take such steps as the other party requires it to take to mitigate the detrimental effects of any such breach or suspected breach on any of the Data Subjects and/or on the other Party; and (c) otherwise cooperate with the other Party in investigating and dealing with such breach or suspected breach and its consequences.
- 5. Transfer of personal data**
- 5.1. Contractor shall only transfer Data in accordance with the requirements of the applicable Data Protection Law.
- 5.2. To the extent the Work involves a transfer of Data that originated from (a) the European Economic Area ("EEA") or, if applicable, the UK or (b) concerns EEA or UK residents ("EEA Data") outside the EEA or, if applicable, UK to a Party or third party located in countries outside the EEA or, if applicable, UK, that have not received a binding adequacy decision by the European Commission or by a competent Supervisory Authority, such transfers shall only take place in accordance with the requirements of the Data Protection Law or if these transfers are subject to (i) the terms of the EU Model Clauses incorporated into this Agreement by reference; or (ii) other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with applicable Data Protection Law, such as approved binding corporate rules for Data Processors.
6. Nothing in this Schedule or Agreement relieves either Party of its own direct responsibilities and liabilities under Data Protection Law.
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SCHEDULE 2 - DISPOSAL REQUIREMENTS (IF APPLICABLE)

1) In this Schedule:

"**Disposal**" means the activity of complete or partial dismantling of equipment to recover components and materials for reprocessing and re-use, while removing, handling, storing, containing, transporting, or disposing of Hazardous Materials and other materials, and includes associated operations such as storage and treatment of components and materials.

"**Equipment**" means any equipment and other items and materials including any Hazardous Materials to be delivered to the Contractor pursuant to this Agreement for Disposal or recycling.

"**Hazardous Materials**" means any products, materials, substances, or waste (a) which are polluting, toxic or hazardous or liable to create hazards to human health and/or the environment, and/or (b) the release of which into the environment is howsoever regulated, prohibited, or penalised by or pursuant to Applicable Laws; and

"**Regardless of Cause**" means whether or not any loss or liability is asserted to have arisen by virtue of tort (including negligence of any degree and negligent misstatement), breach of duty (statutory or otherwise), breach (including repudiatory breach and renunciation) of contract or quasi-contract, strict liability, misrepresentation, breach of any laws, regulations, rules or orders of any government or other authority having jurisdiction, or otherwise, on the part of the person seeking to exclude or limit any liability, or on the part of any other person.

2) Notwithstanding anything else contained in this Agreement:

(a) the Contractor acknowledges and agrees that the Company makes no representation or promise (whether by way of condition, warranty or otherwise) regarding the Equipment, including without limitation as to the nature or quantity of any Hazardous Materials in the Equipment, or as to what works, analyses or other activities may be required in connection with the Disposal of the Equipment; and

(b) the Contractor hereby waives and agrees to waive as against the Company Group all claims and remedies arising by law or otherwise, Regardless of Cause, in relation to the Equipment and/or any information provided by the Company Group to the Contractor Group at any time in connection with the Equipment or this Agreement.

3) The Contractor warrants that the Disposal of the Equipment shall take place exclusively within the mutually agreed Disposal site.

4) Company shall hand over the Equipment to Contractor quayside at a mutually agreed hand over location whereupon Contractor shall take custody and delivery of such Equipment. The Contractor shall procure that the Disposal of the Equipment shall be completed within a mutually agreed schedule from the date of delivery of the Equipment to the Contractor.

5) The Contractor warrants that the Contractor Group has and shall maintain all required approvals, permissions and licences and is and shall remain in compliance with all conditions and requirements under such approvals, permissions, and licences and otherwise under Applicable Laws in connection with the Disposal of the Equipment in accordance with this Agreement. The Contractor shall, promptly following the Company's request, provide the Company with a copy of all licences, permits and approvals referred to in this paragraph 5.

6) The Contractor shall (and shall procure that the Contractor Group shall) complete and hold (and deliver to the Company upon request) all documentation required under Applicable Laws in relation to the movement(s) of the Equipment (or any part thereof) from and after its delivery to the Contractor, and/or in relation to the Disposal of the Equipment.

7) The Contractor shall (and shall procure that the Contractor Group shall) co-operate with and comply with all instructions of the Company in all matters relating to the Disposal of the Equipment.

8) The Contractor warrants that the Contractor Group has and will always maintain in place a health, safety and environment protection system which complies with all Applicable Laws. The Contractor shall promptly disclose to the Company all such information and documents as the Company may request in respect of such system and/or compliance. The Contractor shall procure that the Company's representatives are granted access to the Worksites at all times to enable Company to ascertain that safe and environmentally sound practices are being conducted in respect of the Disposal of the Equipment and that such Disposal is being conducted in accordance with this Agreement.

9) The Contractor warrants that the Disposal of the Equipment shall be performed in strict compliance with all Applicable Laws, with the highest level of care, skill and diligence in accordance with best practice in the Contractor's trade or industry, and in a manner that ensures that the Disposal will not result in any environmental damage, injury to any person or any claims, demands or

proceedings against any member of the Company Group relating to the Disposal of the Equipment or any part thereof, including without limitation the Disposal of any Hazardous Materials in the Equipment.

10) The Contractor shall within thirty (30) calendar days of completion of Disposal of the Equipment provide the Company with a certificate(s), in such form and from such person(s) as may be requested by the Company, that the Disposal of the Equipment has been safely completed in accordance with this Agreement.

11) Notwithstanding anything else contained in this Agreement, the Contractor shall defend, release, indemnify and hold harmless the Company Group, Regardless of Cause, from and against any claims, demands, proceedings, losses, liabilities, and expenses (including legal expenses) which may arise directly or indirectly in connection with:

- (a) the Equipment (from and including the date of delivery under this Agreement) and/or the Disposal of the Equipment, including without limitation claims relating to injury to, illness or death of any person (other than members of the Company Group), and claims relating to pollution, contamination, or any similar occurrence; and/or
- (b) any breach of this Agreement by the Contractor.

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