

Golar-Nor (UK) Limited

General Terms and Conditions – Goods and Services - ROSEBANK

Rev.: 1
Date: 16.09.2026



Table of Contents

1.	Definitions and Interpretation	3
2.	Performance by Contractor and Contractor's Obligations	7
3.	Delivery Date or Date of Completion or Date of Commencement	10
4.	Delivery of Goods.....	11
5.	Shipping Documents	11
6.	Health Safety Environment and Quality	12
7.	Packaging	13
8.	Terms of Invoicing Payment	14
9.	Tax	15
10.	Insurance	16
11.	Acceptance	16
12.	Price	16
13.	Intellectual Property Rights	16
14.	Force Majeure	17
15.	Title and Risk	19
16.	Audit	19
17.	Assignment and Subcontracting	20
18.	Free Issue Materials.....	20
19.	Independent Contractor	21
20.	Business Ethics.....	21
21.	Liabilities and Indemnities.....	23
22.	Warranty.....	25
23.	Liens and Salvage.....	25
24.	Termination	26
25.	Suspension	28

26.	Variations	28
27.	General Conditions of Contractor	29
28.	Confidentiality.....	29
29.	Cyber Security.....	31
30.	Data Protection	32
31.	Language, Dispute Resolution and Governing Law	32
32.	Conflicts Minerals.....	33
33.	Entire Agreement and General Legal Provisions.....	33

1. Definitions and Interpretation

“Affiliate” means any legal entity which Controls, is Controlled by, or is under common Control with, another legal entity.

“Agreement” means, in relation to the Work:

- (a) the specific contractual terms agreed upon in writing between Company and Contractor (if any);
- (b) any Purchase Order(s) issued by Company to Contractor, and;
- (c) these General Terms and Conditions.

Should there be any inconsistency between the documents comprising the Agreement, then the order of precedence shall be:

- (a) the specific contractual terms (if any);
- (b) the Purchase Order(s); then
- (c) the General Terms and Conditions.

“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.

“Child” means a person under the age of 15, the minimum age for employment under applicable laws, or the age for completion of compulsory education under applicable laws, whichever is higher, and “Children” shall be construed accordingly.

“Client” means, where applicable, an organisation 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).

“Company” means the company or other entity that issues the Purchase Order to Contractor.

“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 the Contractor Group.

“Competent Authority” means:

- (a) 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
- (b) 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.

“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.

“Contractor” means the company or other entity defined in the Purchase Order as Contractor or as ‘supplier’.

“Contractor Group” means Contractor, its Subcontractors, its and their Affiliates, its and their respective directors, officers and employees (including agency personnel). 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).

“Control” and **“Controlled”** means:

- (a) holding beneficially at least fifty per cent (50%) of the issued share capital of such other entity; or
- (b) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (i) 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
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of such other entity; or © 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.

“Controller” has the meaning given to that term in Data Protection Law;

“Data Protection Law” means any Applicable Laws relating to data protection, the processing of personal data and privacy from time to time, including without limitation the European Union (“EU”) General Data Protection Regulation 2016/679 (“GDPR”) and the United Kingdom (“UK”) Data Protection Act 2018.

“Data Purpose” means the processing of Personal Data to the extent and in such a manner as is necessary: (a) for performance of the Agreement; (b) to comply with Applicable Laws; (c) for either Party’s legitimate record-keeping purposes; and (d) for the purpose of enabling communications between each Party’s representatives, in connection with the Agreement.

“Defects Correction Period” means twenty-four (24) months from the date of completion of the relevant part of the Work.

“Goods” means any and all goods covered by the Purchase Order including materials, products or equipment to be purchased or supplied as specified in the Purchase Order.

“FPSO” means floating production storage and offloading vessel.

“FSO” means floating storage and offloading vessel.

“Intellectual Property Rights” shall mean any patents, registered designs, trademarks, service marks, copyrights, database rights, design rights, trade secrets, rights in trade names and domain

names, know-how 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, rights under licences and consents in relation to any of them or any other intellectual property rights (whether registrable or not) related to the Work.

“Modern Slavery” means any form of forced, bonded, or compulsory labour, other forms of human trafficking or the Worst Forms of Child Labour.

“Party/Parties” means a party or the parties to this Agreement as the case may be.

“Person” means any individual, partnership, corporation, limited liability company, unlimited liability company or any other entity with legal personality.

“Personal Data” means any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person, including 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.

“Price” means the price for the Work calculated in accordance with the Agreement.

“Processor” has the meaning given to that term in Data Protection Law;

“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 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.

“Senior Managerial Personnel” means any Person employed by either Party or any of its Affiliates as a director or other corporate officer or senior manager. For the purposes of this definition, **“corporate officer”** or **“senior manager”** shall mean only any member of the board of directors of the relevant company or of the management committee of the relevant company comprised of senior managers which has overall responsibility for:

- (a) in the case of Contractor, the performance of the Work and/or interests of Contractor under this Agreement;
- (b) in the case of Company, the interests of Company under this Agreement;
- (c) in the case of an Affiliate, both the commercial and operational management of that company's assets and operations in the jurisdiction of the Worksite; and
- (d) in each case, any person employed or engaged by the relevant Party who directly reports to any such committee or to the board of directors.

“Services” means all services covered by the Purchase Order to be performed by Contractor.

“Subcontractor” means any Person (except Company) that has entered into an agreement with Contractor for the performance of all or part of the Work.

“Third Party” means any Person other than the Company Group or the Contractor Group.

“Variation” means a change to the scope of the Work issued in the form of a Variation Order in accordance with the provisions of Clause 26.1.

“Variation Order” means a variation order form signed for and on behalf of Company in accordance with the provisions of Clause 26.

“Vessel” means the vessel (if any) identified in the Purchase Order.

“Wilful Misconduct” means an intentional, conscious or reckless disregard, by Senior Managerial Personnel of such Person of any of the terms of this Agreement in utter disregard of avoidable and harmful consequences but shall not include any act, omission, error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such Senior Managerial Personnel and which in the exercise of such good faith is justifiable by special circumstances, including but not limited to safeguarding of life, property or the environment and other emergencies.

“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 or other work to be rendered in accordance with the Agreement.

“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.

“Worst Forms of Child Labour” means all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of Children for use in armed conflicts or in any activities which involve the carrying or use of firearms or other weapons; the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances; the use, procuring or offering of a Child for illicit activities, in particular for the production and trafficking of drugs; and Hazardous Work or any other work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of Children.

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”. Any reference to “includes” or “including” shall be deemed to be followed with “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of similar intent. The clause headings and sub-headings in this Agreement are intended for convenience only and are not in any way to be taken into account 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. Performance by Contractor and Contractor's Obligations

- 2.1 Contractor shall perform the Work and carry out all of its obligations under the Agreement in a prompt, diligent, skilful and workmanlike manner in accordance with the Agreement, any specifications and any other requirements as provided by Company.
- 2.2 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. Contractor shall use only appropriately qualified personnel in the performance of the Work. Company may instruct Contractor to remove from the Worksite any Person engaged in any part of the Work who, in the reasonable opinion of Company, is either:
- (a) incompetent or negligent in the performance of his duties; or
 - (b) engaged in activities which are contrary or detrimental to the interests of Company; or
 - (c) not conforming with relevant safety procedures or persists in any conduct likely to be prejudicial to safety, health or the environment.

Any such Person shall be removed forthwith from the Worksite and shall not be engaged again in the Work or on any other work of Company without the prior approval of Company. Contractor shall provide a suitable replacement for any such Person as soon as practicable.

- 2.3 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.
- 2.4 Contractor warrants that the Work shall be performed in compliance with all applicable requirements of the Vessel's classification society and all Applicable Laws and any Company procedures and safety requirements which apply at the Worksite or in relation to the Work performed under the Agreement, including:
- (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. 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 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 shall 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 (Directive 2017/306 amending the directive 2014/90/EU).

- 2.5 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 the class, quantity and quality of materials, requirements of equipment (including PPE 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.
- 2.6 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.
- 2.7 Materials and equipment or parts thereof provided by Contractor for which there are no detailed specification included in the Agreement 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.
- 2.8 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, all necessary drawings and approvals from the appropriate authorities, and, as relevant, confirmation of any export control jurisdictional classification (e.g. ECCN, dual use classification number) and any export authorisation according to which the item is delivered to Company, related to the Goods and/or Services shall be obtained by Contractor and provided to Company as part of the Price. Where documentation, including 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.
- 2.9 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 shall be 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 endeavours to resolve those errors or inconsistencies.

2.10 Unless otherwise agreed, Contractor shall be responsible for the inspection and testing of all materials, equipment and workmanship required for the Work and inspection and testing of 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 its 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 Agreement 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 or upon receipt of details of inspection and testing performed by Contractor, any part of the Work is considered by Company to be defective or inferior in quality of material, workmanship or design and/or not to be in compliance with this Agreement, Company shall have the right to reject the Work or any part thereof.

2.11 Upon receiving notice of rejection in accordance with Clause 2.10, Contractor shall:

- (a) immediately commence to re-perform, repair or replace the defective or inferior part of the Work; and
- (b) 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,

all at its sole cost and expense as required by Company or its nominated third party representative. Contractor shall then re-submit the re-performed Work for re-inspection and re-testing at Contractor's sole cost and expense and Company shall have the right to reject any part of the rework which does not comply with any requirement of the Agreement, including, faulty workmanship, services, materials or equipment.

2.12 Where the Work has already been delivered to Company, Contractor shall, at its sole cost, collect the rejected Work and transport it for repair or replacement and risk of loss of or damage to the rejected Work shall immediately, on such rejection, revert to Contractor.

2.13 If upon receiving notice of rejection, Contractor fails to immediately commence performance of its aforementioned obligations, Company shall be entitled to undertake Contractor's responsibilities in

such respect and Company shall be entitled to recover from Contractor all costs reasonably incurred by Company in carrying out such responsibilities.

- 2.14 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 programme (if any) agreed by the Parties in writing or, where no such programme 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 programme 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, 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, if Contractor fails to take steps satisfactory to Company, 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 the Company Group as a result of undertaking the performance of the Work itself or by a third party.
- 2.15 Unless otherwise 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.
- 2.16 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.
- 2.17 Contractor's personnel must comply with the requirements of the OEUK Safe Weight Limit Policy. Any failure to do so will result in Contractor's personnel being unable to mobilise offshore. Should there be any associated costs relating to Contractor's personnel not mobilising due to a failure to comply with these requirements, then such costs will be borne by the Contractor.

3. Delivery Date or Date of Completion or Date of Commencement

- 3.1 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.
- 3.2 If Contractor anticipates that it will not be able to deliver or perform or commence the Work at the time of 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.
- 3.3 If the Work is not delivered or completed 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.
- 3.4 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 full day, or part thereof, of

delay (or if such amount is not specified two percent (2%) 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 one hundred percent (100%) 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 is not a penalty.

- 3.5 If the delay in delivery or completion is such that Company is entitled to maximum liquidated damages under Clause 3.4, Company may, by notice in writing to Contractor, terminate the Agreement or de-scope such part of the Work as cannot, in consequence of Contractor's failure to deliver or complete, be used as intended by Company. Subject to Clause 21.8, if Company terminates the Agreement it shall be entitled, in addition to the maximum liquidated damages, to claim, compensation for any loss it has suffered as a result of Contractor's delay and to retain any other rights which it may have at law.

4. Delivery of Goods

- 4.1 All Goods must be delivered at the delivery point specified in the Purchase Order, or as subsequently agreed in writing between Company and Contractor.
- 4.2 Unless otherwise agreed in writing between Company and Contractor, terms of delivery shall be interpreted in accordance with the INCOTERMS valid at the time of signing the Purchase Order.
- 4.3 If Goods are incorrectly delivered, Contractor shall be held responsible for any additional expense incurred in delivering such Goods to their correct destination.
- 4.4 Delivery of the Goods is deemed to be completed only when the Goods are delivered in their entirety in accordance with the Agreement.

5. Shipping Documents

- 5.1 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.
- 5.2 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; and
- (i) Any other relevant information.

- 5.3 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 Contractor, Contractor shall be responsible for ensuring that these are duly custom cleared and that any applicable duties and taxes are paid by Contractor.
- 5.4 Where applicable, Contractor shall also mark the Goods in conformity with the applicable EU directives and any national rules relating to marking.
- 5.5 If a shipment contains any Goods classified as dangerous goods or any Goods which are related to Clause 2.4 - Hazardous Materials then the Material Safety Data Sheets, Contractor shall ensure that a Declaration of Conformity and an IATA Dangerous Goods Declaration and Certification form accompanies the Goods.
- 5.6 If Goods are delivered without the above required shipping documents, Contractor shall indemnify and hold Company harmless from any penalties, fines and additional expenses that Company may incur as a result.

6. Health Safety Environment and Quality

- 6.1 Company places prime importance on health, safety and environment ("HSE") issues and requires that the Contractor Group subscribes to and actively pursues the highest standards of HSE performance.
- 6.2 Contractor shall familiarise itself with the Worksite 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.
- 6.3 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. Contractor shall familiarise itself with, and adhere to, all relevant parts of Company's safety management system unless otherwise agreed in a bridging document.
- 6.4 If requested, Contractor shall collaborate with Company in establishing HSE interface arrangements and the production of an HSE interface document.
- 6.5 Contractor shall confirm its commitment to monitoring and whenever possible, improving the environmental and climate 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 shall

work with Company and any Subcontractor to minimise the environmental impact of the energy and materials used.

- 6.6 Contractor shall confirm its commitments to reducing the greenhouse gas emissions resulting from or related to its activities and to accurately tracking and reporting of greenhouse gas emissions. Contractor shall further confirm its commitment to tracking the greenhouse gas emissions resulting from the Work and providing Company with an accounting of same at the close of each calendar year.
- 6.7 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.
- 6.8 Contractor shall warrant that the Work is in accordance with the quality assurance system standard ISO 9000, or an equivalent auditable system.
- 6.9 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.
- 6.10 Contractor shall confirm that the original equipment manufacturer's certificate of conformity, where applicable, will be supplied to Company for all Goods.
- 6.11 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.
- 6.12 So far as is reasonably practicable, Contractor shall take all precautions necessary to protect any member of the Contractor Group or the 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.
- 6.13 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.
- 6.14 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 shall be regarded as due cause for Company giving notice to terminate for breach of all or any part of the Work or the Agreement.

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 as a result of Contractor 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.
- 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 shall be held responsible for any additional expense incurred by Company as a result.

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 Company may, at its sole discretion, make payment against any such invoice.
- 8.4 Subject to Clause 8.3, 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 disputed part. 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:
 - (a) Contractor is in material default of any of its obligations under the Agreement;
 - (b) Any portion of the Work is defective or not performed in accordance with the Agreement; or

- (c) Liens have been asserted or filed (or reasonable evidence exists indicating probable assertion or filing of such claims or liens), including liens against the Contractor Group, any vessel used in the performance of the Work, Company or the Worksite.

9. Tax

- 9.1 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 shall provide documentary evidence to Contractor of such withholding in accordance with applicable legislation or regulation.
- 9.3 Any payments, including refunds, made by Contractor to the 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 the Company Group so as to ensure that the net amount received by the Company Group is equal to the payment due. The Company Group agrees to co-operate with Contractor and to provide documentation required to minimise or remove any withholding or deduction on account of taxes as far as possible.
- 9.4 Contractor agrees to inform the Company Group in advance before issuing any invoice subject to VAT, GST or similar taxes, and to provide the 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 the Company Group to claim a refund or input credit for such tax.
- 9.5 Notwithstanding 9.4 above, the Contractor shall be solely responsible for and shall bear and pay for any value added tax chargeable:
 - a) In respect of goods supplied or services performed by Subcontractors: and/or
 - b) on the Contractor and/or Subcontractors in respect of any Contractor items exported, imported and re-exported (as applicable) into or out of the country of operation for the Work and shall not invoice Company for such value added tax.
- 9.6 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).
- 9.7 Contractor shall be responsible for and shall comply with all obligations in connection with monitoring and reporting the employment status, residence status and working location of employees, subcontractors and any other personnel provided which apply in the locations where contract work is performed, together with all related obligations relating to the withholding and remittance of taxes of any kind, as required by relevant legislation.

10. Insurance

- 10.1 Until Company accepts delivery of Goods as outlined herein, Contractor shall insure Goods against all 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 In addition to the foregoing, the Parties shall maintain sufficient levels of insurance to cover all of their respective liabilities and obligations under the Agreement including any mandatory statutory limits under Applicable Laws. Contractor shall supply Company with evidence of all insurances on demand.
- 10.3 Contractor shall also procure that its Subcontractors are insured in the same terms, including for, but not, liabilities levels as may be relevant to their work.
- 10.4 The insurance (or lack of insurance) taken out by Contractor shall not be construed as a limitation on liability as required herein and shall not be deemed to limit Contractor's liability relating to performance under this Agreement. Furthermore, Contractor shall ensure that Company is named as co-assured under Contractor's insurance(s), including waiver of subrogation.

11. Acceptance

- 11.1 If the Work does not conform with the Agreement, including whether by reason of being in a quantity of measurement not stipulated, being of unsatisfactory quality, or being unfit for the purpose for which it is required, Company shall have the right to reject such Work within a reasonable time of its delivery, irrespective of whether Company has previously accepted it 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 the 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 in performing the Work.

13. Intellectual Property Rights

- 13.1 Contractor shall indemnify Company against any claim where the Work infringes the Intellectual Property Rights of any Third Party 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 arises out of the Work and is created 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 the Contractor Group. Contractor hereby grants the 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 the 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 the Company Group as a result of or in connection with Contractor's performance or non-performance of the Agreement including 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 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 fulfil or delay in fulfilment of any of its obligations under this Agreement (except for the payment of monies due in accordance with the Agreement) if and to the extent that the fulfilment of that Party's obligations has been delayed or prevented by an event of force majeure and that Party claims relief in accordance with this Clause.
- 14.2 For the purposes of the Agreement, force majeure shall be limited to the events listed in Clause 14.3 occurring within the jurisdiction of the Worksite but only to the extent such events:
- (a) are not within the control of or caused by the affected Party;
 - (b) are unavoidable notwithstanding the taking of reasonable steps by the Party affected;
 - (c) are not a risk expressly assumed elsewhere in this Agreement by the affected Party;
 - (d) are not the result of any failure of the affected Party to perform any of its obligations under the Agreement or any negligence of such Party; and
 - (e) which in each case occur after the date hereof and continue to prevent the performance of a Party after the affected Party has taken every reasonable step to remedy the impact of the event in question.
- 14.3 Subject to Clause 14.2, force majeure shall be limited to the following events:
- (a) riot, epidemics, 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) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component hereof;
 - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

- (d) earthquake, flood, fire or act of god, but excluding other weather conditions as such regardless of severity other than named storms and one hundred-year storms;
- (e) strikes at national level or industrial disputes at a national level, which affect a substantial or essential portion of the Services but specifically excluding local strikes, lockouts or other industrial disputes or actions limited to Contractor's or its Subcontractors' employees; and
- (f) maritime and aviation disasters.

1. However, force majeure shall not include:

- (i) the insolvency or financial distress or economic hardship of any Party or a Subcontractor;
- (ii) changed market conditions;
- (iii) actions of any governmental agencies, quasi-government agencies, departments, or subdivisions and all international, national, federal, state, provincial, regional, municipal or local authorities with jurisdiction over the Worksite and/or the Work and/or with authority to impose or collect tax;
- (iv) adverse weather and sea conditions, in particular those which ought reasonably to be foreseeable at the Worksite (except as provided for in Clause 14.3(d));
- (v) shortage of materials or equipment, a defect or shortage of labour or breakdown in machinery or equipment used to perform the Work;
- (vi) events involving a condition already existing on or before the date hereof; or
- (vii) compliance with Applicable Laws.

2. Force majeure may include delay in delivery of a portion of the Work from Subcontractors but only to the extent that such a delay is itself due to force majeure as defined in this Clause 14.3.

14.4 If either Party is affected by an event of force majeure, relief shall be given only if the affected Party:

- (a) gives written notice of the same to the other Party as soon as reasonably practicable after the commencement of the event or circumstances giving rise to the claim confirming its intention to claim relief under this Clause 14, describing the circumstances and nature of the event of force majeure and the steps taken or to be taken by the affected Party to overcome or reduce the event of force majeure and its effects and including an estimate of the time required to remedy the event of force majeure; and
- (b) uses all reasonable endeavours to overcome or reduce the event of force majeure as soon as possible; and
- (c) gives or procures access, to the extent requested by the non-affected Party, for representatives of the non-affected Party to examine the scene of the event which gave rise to the claim of force majeure.

- 14.5 As soon as reasonably possible but in any event within ten (10) days of the occurrence of the event or circumstances giving rise to the force majeure the affected Party shall provide to the other Party a detailed report as to the event of force majeure in question containing such further information and explanation relating to that event of force majeure and its consequences as the other Party may reasonably require.
- 14.6 Failure to comply with any of the requirements set out in this Clause 14 shall prevent the affected Party from relying on the event of force majeure as grounds to excuse or exclude its liability in respect of any resulting delay to or interference with the performance of its obligations under the Agreement.
- 14.7 The affected Party shall resume the performance of its obligations as soon as reasonably possible and shall notify the other Party of the conclusion of the force majeure event and the resumption of performance of the relevant obligations.
- 14.8 If any force majeure occurrence prevents or delays the Work in excess of one hundred and twenty (120) consecutive days, Company shall be entitled to terminate the Agreement in accordance with Clause 24.1(d).

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 said Work is specified 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 the Agreement.
- 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 remain with Contractor. Title to any Contractor provided items delivered to the Worksite for which no payment has been made by 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 the Work in accordance with this Agreement, accepted practice and Applicable Laws, 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 Contractor to audit any or all of its activities pertaining to the Work, including Contractor's compliance with the provisions of Clause 20 (Business Ethics and Compliance) and their health, safety, environmental and quality

systems. Any findings from such audits shall be addressed 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 ensure such rights are available to Company.
- 16.4 As applicable, Company shall have safe 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 appointment of the Subcontractor.
- 17.4 Contractor shall be responsible for all the Work 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 the 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 freely issue materials, including equipment, to Contractor. Such materials and/or equipment shall be specified in the Purchase Order or agreed separately in writing by the Parties. The dates and method of delivery shall be as specified therein.
- 18.2 Notwithstanding the provisions of Clause 21.2, Contractor shall be responsible for receiving, unloading and handling such materials when delivered to Contractor. Contractor shall visually inspect all such materials and check all supporting documentation and shall notify Company of any discrepancy or damage within three (3) working days of receipt of such materials or such other period as may from time to time be agreed. Receipt of all such materials shall be recorded in writing. In the absence of any notification of discrepancy or damage, such materials 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 materials.

- 18.3 Contractor shall carry out all special tests and inspections on materials free issued 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 free issued materials shall be and remain the property of Company and Contractor shall ensure that such materials are always clearly marked as the property of Company. Contractor shall at all times maintain adequate records of such materials and provide on request an inventory to show the use of all such materials and the balance of such materials unused.
- 18.5 Contractor shall be responsible for providing suitable and safe storage for free issued materials and shall comply with any particular storage requirements set out in the Purchase Order or otherwise notified 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 21.2, Contractor shall make good any loss or damage to such materials 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 of such 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. Independent Contractor

- 19.1 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.
- 19.2 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 Contractor from its obligations in the proper execution of the Work.

20. Business Ethics and Compliance

- 20.1 Contractor's obligations set out in this Clause 20 shall be without any prejudice to and shall not be construed to limit Contractor's general and ongoing obligation to comply with all Applicable Laws in connection with the Agreement, including those related to bribery, corruption, sanctions, export controls, competition, privacy and data protection, human rights and modern slavery, labour conditions, fraud, tax evasion, money-laundering, terrorism, sanctions, competition and anti-trust, and use of conflict minerals.
- 20.2 In connection with the Agreement, Contractor shall abide by the most current version of the Supplier Code of Conduct issued by Company, a copy of which is available at <https://alterainfra.com/>.
- 20.3 Contractor warrants that in connection with the Agreement, neither it nor any of its officers, directors, employees or representatives has or will, directly or indirectly, (1) offer, give or agree to give to any person anything of value in order to secure any non-discretionary or routine governmental action; or

(2) offer, give or agree to give to any person, nor solicit, accept or agree to accept from any person, anything of value in order to obtain, influence, induce or reward any improper advantage.

- 20.4 Contractor and Company agree that no activity or commitment in connection with this Agreement is in contravention of economic sanctions laws imposed by the United Nations, European Union, Norway, United Kingdom, United States or other competent authority with jurisdiction over the Parties or the subject matter of the Agreement ("Sanctioning Authority"). Contractor further warrants that as of the date of and for the duration of the Agreement, neither Contractor, nor any of its directors, officers, employees, owners or subcontractors (i) is designated by a Sanctioning Authority under economic sanctions law; (ii) is or is part of the government of a country or territory subject to general economic trade restrictions imposed by a Sanctioning Authority; or (iii) is at least 50% owned or otherwise controlled in the aggregate by any party(ies) under (i) or (ii).
- 20.5 Contractor represents and warrants that Contractor and its owners, affiliates, officers, directors, employees, agents, representatives, and, to the best of its knowledge and beliefs, any Subcontractors and their contractors and subcontractors, insofar as involved in performance of the Agreement, have not and will not themselves, or by another, facilitate tax evasion.
- 20.6 Contractor shall in its performance of the Contract not engage in any anticompetitive business practice aimed at limiting or impairing full and open competition for products and services provided by Contractor to Company, such as price-fixing, bid-rigging, market sharing or abuse of market power.
- 20.7 Contractor shall perform its obligations under the Agreement, including its recruitment and employment of workers and procurement of goods and services, in compliance with all applicable laws related to labour and working conditions and in accordance with the principles of the UN Guiding Principles on Business and Human Rights (2011) ("UNGP"). Contractor shall prohibit and shall not employ or use any form of Child labour or Modern Slavery in its business operations, and warrants that it has taken appropriate steps to ensure that no form of Child labour or Modern Slavery is employed or used within its business operations or supply chain or by any Subcontractor of any tier.
- 20.8 Contractor shall implement policies and procedures which are adequate to enable it to comply with the obligations set out in this Clause 20. .
- 20.9 Contractor shall require that (i) any Subcontractor with whom Contractor enters or has entered into an agreement for supply or performance of any part of Work under the Agreement agree to and comply with contractual provisions at least as stringent as the provisions contained in this Clause 20, and (ii) any such Subcontractor under subsection (i) ensures that its contractors and subcontractors, insofar as involved in the performance of the Agreement, agree to and comply with contractual provisions consistent with the provisions contained in this Clause 20.
- 20.10 Contractor shall promptly report to Company any act or omission which may reasonably be regarded as a breach of the obligations set out in this Clause 20 in its performance of the Agreement. In such event, Contractor shall give Company access to all documents which in Company's reasonable opinion may be relevant to determine whether such a breach has occurred, save for documents subject to legal privilege or which Contractor is prohibited from disclosing pursuant to decision made by a public authority.
- 20.11 Without prejudice to the generality of Clause 16 (Audit), Company shall, subject to prior reasonable notice to Contractor, have the right to conduct audits of Contractor in order to verify Contractor's

compliance with the obligations set out in this Clause 20 in its performance of the Agreement. Upon Company's request, Contractor shall facilitate and assist Company in such audits, including granting timely access to documentation, relevant individuals, and its premises and shall use best efforts to ensure Company's access to documentation, individuals, and the premises of Contractor's subcontractors insofar as involved in performance of the Contract.

21. Liabilities and Indemnities

21.1 Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the 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 the Contractor Group whether owned, hired, leased or otherwise provided by the 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 the 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 21.1(c) "**third party**" shall mean any party which is not a member of the Company Group or the Contractor Group.

21.2 Company shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) subject to provisions of Clause 18, loss of or damage to property of the Company Group whether
 - (i) owned by the Company Group, or
 - (ii) leased or otherwise obtained under arrangements with financial institutions by the Company Grouparising 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 the 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 the Company Group. For the purposes of this Clause

21.2(c) “**third party**” shall mean any party which is not a member of the Contractor Group or the Company Group.

- 21.3 Without limitation to Contractor’s other obligations under the Agreement and at law, Contractor shall be responsible for the Work from the effective date of the Agreement until the completion of the Work or relevant part thereof, in accordance with the provisions of the Agreement. Responsibility for the Work or the relevant part thereof, shall pass to Company at a date of completion of the Work or relevant part thereof. 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 the Company Group, such Work shall be at the expense of Company.
- 21.4 Except as provided by Clause 21.1(a), Clause 21.1(b) and Clause 21.5, Company shall save, indemnify, defend and hold harmless the Contractor Group and against any claim of whatsoever nature arising from pollution emanating from the property of the Company Group (including Vessels) arising from, relating to or in connection with the performance or non-performance of the Agreement.
- 21.5 Except as provided by Clause 21.2(a) and Clause 21.2(b), Contractor shall save, indemnify, defend and hold harmless the Company Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Contractor Group or emanating from the property and equipment of the Contractor Group (including Vessels) arising from, relating to or in connection with the performance or non-performance of the Agreement.
- 21.6 All exclusions and indemnities given under this Clause 21 (save for those under Clauses 21.1(c) and 21.2(c) and Clause 21.8) 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 Wilful Misconduct.
- 21.7 If either Party becomes aware of any incident likely to give rise to a claim under any indemnity contained in this Agreement, it shall notify the other and both Parties shall co-operate fully in investigating the incident.
- 21.8 Notwithstanding any provision to the contrary elsewhere in the Agreement and except to the extent of any agreed liquidated damages (including any predetermined termination fees) provided for in the Agreement, Company shall save, indemnify, defend and hold harmless the Contractor Group from the Company Group’s own Consequential Loss and Contractor shall save, indemnify, defend and hold harmless the Company Group from the 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:

- (a) consequential or indirect loss under English law; and
 - (b) 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 (a), and whether or not foreseeable at the effective date of the Agreement.
- 21.9 The indemnities given by the Parties under the Agreement are full and primary, and shall apply irrespective of whether the indemnified party has, or has not, insurance in place relating to any claims,

losses, damages or costs in respect of the subject matter of any indemnity given under the Agreement.

22. Warranty

- 22.1 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 Company notifies Contractor of any defects in the Work, including 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 the Defects Correction Period, 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 the Company Group as a result of the defective Work shall be for Contractor's account. In the event that any of the Work is re-performed, rectified or replaced, the provisions of this Clause 22 shall apply to the portion of the Work so re-performed, rectified or replaced, and Contractor shall guarantee for a further period of twenty-four (24) months all remedial work carried out under this warranty commencing from the date that such Work is accepted by Company as being satisfactorily completed.
- 22.2 Company may decide that the carrying out of such corrective work by Contractor is impracticable or prejudicial to the 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 costs reasonably incurred by Company as a result of undertaking the performance of the Work itself or by a third party. The rights afforded to Company by this Clause 22 are in addition to and not exclusive of, Company's rights at law.
- 22.3 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 Defects Correction Period, 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.
- 22.4 In the event of a defect, Contractor shall repair or replace the Goods as is necessary to correct the defect, at Contractor's own cost, including 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 Company notifying Contractor of the defect, revert to Contractor. In the event that the Goods are repaired or replaced, the provisions of this Clause 22 shall apply to the portion of the Goods so repaired or replaced, and Contractor shall guarantee for a further period of twenty-four (24) 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.

23. Liens and Salvage

- 23.1 Contractor shall not claim any lien or attachment on the Work or any property of the 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.

- 23.2 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 the Company Group in connection with the Agreement.
- 23.3 Contractor shall indemnify and hold harmless the Company Group from and against all claims, attachments, encumbrances, liens, retention of title claims or charges caused or committed by the Contractor Group or by any third party in connection with the Agreement and all costs, damages and expenses incidental thereto.
- 23.4 Contractor hereby renounces and relinquishes all rights it may have, and which it may acquire, to participate in salvage monies.

24. Termination

- 24.1 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 or all of the following reasons:
- (a) to suit the convenience of Company; or
 - (b) subject only to Clause 24.2 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 Laws; or
 - (d) a force majeure occurrence as provided for in Clause 14 prevails for a period of one hundred and twenty (120) consecutive days or more.
- 24.2 In the event of default on the part of Contractor and before the issue by Company of a notice of termination of all or any part of the Work or the Agreement, Company shall give notice of default to Contractor setting out 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 may issue a notice of termination in accordance with the provisions of Clause 24.1.
- 24.3 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; and
 - (d) except as required under Clause 24.3(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 Company.
- 24.4 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, programme 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.
- 24.5 In the event of termination under Clause 24.1(b) or Clause 24.1(c) Company shall have the right to obtain completion of the Work or the relevant part of the Work by other contractors.
- 24.6 In the event of termination under Clause 24.1(a) or 24.1(d) Contractor shall be entitled to payment for the part of the Work performed in accordance with the Agreement
- 24.7 In the event of termination of part of the Work in accordance with Clause 24.1(b) Contractor shall be entitled to payment only for the part of the Work performed in accordance with the Agreement. Company shall be entitled to recover from Contractor all additional costs incurred by the Company Group as a result of such termination, including the undertaking of the performance of the remaining Work whether itself or by a third party.
- 24.8 In the event of termination of all of the Work or the Agreement in accordance with Clause 24.1(b) or Clause 24.1(c) the following conditions shall apply:
- (a) Contractor shall cease to be entitled to receive payment of any sums due under the Agreement until the expiration of the Defects Correction Period specified in Clause 22 (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) all additional costs incurred by the Company Group as a result of such termination, including the undertaking of the performance of the remaining Work whether itself or by a third party, shall be recoverable from Contractor.
- 24.9 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.

25. Suspension

- 25.1 Company shall have the right to suspend the performance of the Work or any part thereof with immediate effect by providing notice to Contractor, for any of the following reasons:
- (a) subject only to Clause 25.3, in the event of some default on the part of Contractor; or
 - (b) if suspension is necessary for the proper execution or safety of the Work, or persons; or
 - (c) to suit the convenience of Company.
- 25.2 Upon receipt of any such notice, Contractor shall, unless instructed otherwise:
- (a) discontinue the Work or the part of the Work detailed in the notice, on the date and to the extent specified; and
 - (b) properly protect and secure the Work as required by Company and shall use all reasonable endeavours to minimise costs and expenditure during suspension.
- 25.3 In the event of default on the part of Contractor and before the issue by Company of a notice to suspend the Work or any part thereof, Company shall give notice of default to Contractor giving 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 may issue a notice of suspension in accordance with the provisions of Clause 25.1. All such remedial action shall be undertaken by Contractor at its own cost.
- 25.4 If suspension results from default on the part of Contractor, any additional costs reasonably incurred by Company as a direct result shall be recoverable by Company from Contractor and Company shall not be liable for any fees or rates arising from or in relation to such suspension period.
- 25.5 If the Work is suspended in accordance with Clause 25.1(a) or 25.1(c), Company shall not be liable for any fees or rates arising from or in relation to such suspension period, but unless the suspension arises as a result of default on the part of Contractor, Company shall reimburse any reasonable, non-recoverable, documented direct costs incurred by Contractor that are incurred for Contractor provided items or for such Contractor personnel, which Contractor continues to maintain at the Worksite at Company's written request.
- 25.6 Company may, by further notice, instruct Contractor to resume the Work to the extent specified.
- 25.7 In the event of any suspension, the Parties shall meet at not more than seven (7) day intervals (or such intervals as may be agreed) with a view to agreeing a mutually acceptable course of action during the suspension.

26. Variations

- 26.1 All Work shall be performed in accordance with the terms of the Agreement, save as the Parties may agree in accordance with this Clause 26.
- 26.2 Subject to the below provisions, Company may at any time instruct Variations to the Work by issuing a Variation Order and Contractor shall be bound to implement said changes. Company may require the submission of a Variation Order request prior to issuing a Variation Order to Contractor.

- 26.3 If an instruction is given, or an event occurs which is not identified by Company as a Variation, but which Contractor reasonably considers should be a Variation, then Contractor shall without delay submit a Variation Order request to Company.
- 26.4 Any Variation Order request shall contain:
- (a) a description of the Variation in question;
 - (b) a detailed schedule for the execution of the Variation to the Work showing the estimated resources and proposed milestones;
 - (c) an explanation of any impact on the timescale for the Work; and
 - (d) revised Price with an explanation of how it is calculated.
- 26.5 On approval of Contractor's Variation Order request, Company shall issue a Variation Order/Revised Purchase Order. Any Variation Order shall confirm Contractor's additional work scope and shall be deemed acceptance by the Parties of Contractor's Variation Order request and the consequent changes to the prevailing schedule and Price.
- 26.6 If Company does not approve Contractor's Variation Order request, the Parties shall meet and attempt to reach an amicable resolution. If Company has approved all other aspects of the Variation Order request (including, where Clause 26.4 applies, that a Variation has in fact occurred) but has not approved, and the Parties have been unable to agree, the extent of any change to the Price within thirty (30) days of Contractor's submission of a Variation Order request, either Party may refer such dispute to the dispute resolution procedures in Clause 31.

27. General Conditions of Contractor

- 27.1 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.

28. Confidentiality

- 28.1 Contractor and Company may disclose certain Confidential Information (as defined below) to the other pursuant to their respective obligations under this Agreement.
- 28.2 **"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:
- (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.

- 28.3 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 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.
- 28.4 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.
- 28.5 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 reasonable endeavours to protect its own Confidential Information.
- 28.6 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.

- 28.7 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.

28.8 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 be last to occur.

29. Cyber Security

29.1 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.

29.2 In the event 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.

29.3 Contractor shall indemnify the 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 Contractor's Cyber Security Risk prevention and mitigation measures and procedures to verify compliance with this Clause.

29.4 Definitions for the purposes of this Clause 29:

- (a) **"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

- (b) **"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.

30. Data Protection

- 30.1 Performance of the Agreement may necessitate that the Parties disclose to each other certain Personal Data under circumstances where the receiving Party receives the disclosed Personal Data to process according to its own purposes. In such cases, the Parties agree that both the receiving Party and the disclosing Party are acting as independent Controllers and any such disclosure of the Personal Data shall be on a Controller-to-Controller basis.
- 30.2 In the context of a disclosure under Clause 30.1:
- (a) The disclosing Party warrants to the other receiving Party that its disclosure of any such Personal Data is justified by a legal basis in accordance with Data Protection Law;
- (b) The receiving Party warrants that in respect of the disclosed Personal Data, (i) it shall comply with the obligations incumbent on it as a Controller under Data Protection Law, (ii) it shall not use any disclosed Data in a way that is incompatible with the Data Purpose, (iii) it shall implement appropriate organisation and technological security measures to protect the disclosed Personal Data, and (iv) it shall only undertake an international transfer of the disclosed Personal Data in accordance with the requirements of Data Protection Law.
- 30.3 If the Services, Work and/or the Agreement require Company to disclose Personal Data to Contractor to process according to Company's instructions as Company's Processor, the Parties agree that they shall execute a data processing agreement and such other instruments as necessary to comply with the requirements of Data Protection Law.
- 30.4 The Parties further agree that they shall only undertake international transfers of disclosed Personal Data under the Agreement in accordance with the requirements of Data Protection Law.

31. Language, Dispute Resolution and Governing Law

- 31.1 The ruling language of the Agreement shall be the English language.
- 31.2 The construction, validity and performance of the Agreement shall be governed by the laws of England and Wales.
- 31.3 Any dispute arising out of or in connection with the Agreement shall initially be referred to the senior management of both Parties who shall discuss the matter in dispute and make reasonable attempts to resolve such dispute within thirty (30) days from the date notice of the dispute is given by one Party to the other.
- 31.4 In the absence of agreement being reached under 31.3, 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.

- 31.5 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.
- 31.6 Notwithstanding Clause 31 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.

32. Conflicts Minerals

- 32.1 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.
- 32.2 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:
- (a) originate in the covered countries; or
 - (b) are from recycled or scrap sources.

33. Entire Agreement and General Legal Provisions

- 33.1 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.
- 33.2 The Agreement shall not be modified except by written consent of both Parties.
- 33.3 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.
- 33.4 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.

- 33.5 Notices shall be in writing and may be personally served or sent by an internationally recognized courier service and shall be effective:
- (a) if personally served, when served; or
 - (b) 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.