

Spirit Energy
General Terms and Conditions (UK)
for the supply of Goods and/or the performance of Services



1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following expressions and derivatives thereof appearing in capital letters in this ORDER shall have the meaning hereby assigned to them unless otherwise specified.

"AFFILIATE" shall mean in relation to any company, any company which is its holding company or is a subsidiary of it or its holding company. For the purpose of this definition "holding company" and "subsidiary" shall have the meanings given to those expressions in Section 1159 and Schedule 6 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in Sections 1159(1)(b) and (c) thereof, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

"APPLICABLE LAWS" shall mean all laws, ordinances, rules, regulations, by-laws, decrees, orders and the like, whether of governmental or other authority or agency having jurisdiction over the PARTIES and the WORK and which are or may become applicable.

"APPROVAL" means the COMPANY's prior written approval. "APPROVE" or "APPROVED" shall be construed accordingly.

"CLAIM" or **"CLAIMS"** means any claim, demand, cause of action, proceedings, judgement, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise) liability, loss, expense, penalty, fine and damages arising from or relating to or in connection with the performance or non-performance of the ORDER.

"COMPANY" means the Spirit Energy company designated on the ORDER FORM under the heading "Invoice To".

"COMPANY'S ANTI-CORRUPTION POLICY" means the Centrica group anti-bribery and corruption policy, a copy of which can be accessed at <https://www.centrica.com/responsibility/our-focus-areas/people-partners>, located under the heading Managing risks in our supply chain;

"COMPANY'S BUSINESS PRINCIPLES" means the Centrica group's business principles, details of which can be accessed at <https://www.centrica.com/about-us/people-culture/business-principles>;

"COMPANY'S HSEQ REQUIREMENTS" means the Centrica group's HSEQ requirements, details of which are attached as Appendix 1 hereto;

"COMPANY'S PROCUREMENT AND CORPORATE RESPONSIBILITY POLICY FOR SUPPLIERS" means the Centrica group's procurement and corporate responsibility policy for suppliers, a copy of which can be accessed at <https://www.centrica.com/responsibility/our-focus-areas/people-partners>;

"CONDITIONS" means these general terms and conditions as amended from time to time in accordance with Clause 37.

"CONFIDENTIAL INFORMATION" means any and all information or data (whether oral or visual or recorded in writing or electronically or any other medium) including information relating to the PURCHASER GROUP's operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, or business affairs disclosed to or acquired by the CONTRACTOR in connection with the ORDER, whether or not the same was so disclosed or acquired before, on or after the date of the ORDER;

"CONSEQUENTIAL LOSS" means:

- (a) consequential or indirect loss under English law; and/or
- (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) above and whether or not foreseeable at the date hereof.

"CONTRACT PRICE" means the aggregate of all sums payable under the ORDER calculated in accordance with the rates and prices set out in the ORDER (or as agreed between the PARTIES as the result of a variation pursuant to Clause 11 hereof), such rates and prices being fixed and firm and not subject to escalation (notwithstanding any increased material, labour or transport costs, fluctuation in rates of exchange or otherwise).

"CONTRACTOR" means the PERSON designated in the ORDER FORM as Supplier from whom the COMPANY purchases the WORK.

"CONTRACTOR GROUP" means the CONTRACTOR, its SUBCONTRACTORS, its and their AFFILIATES, and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the PURCHASER GROUP.

"CO-VENTURER" shall mean any other entity which is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the WORK (or any part thereof) is being provided and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

"DELIVERY" shall mean the point in time when the delivery of GOODS has been completed in accordance with Clause 5.1.4 and "DELIVERED" shall be interpreted accordingly.

"FORCE MAJEURE" means the occurrence of any act or event, which is unforeseeable, insurmountable and outside the control of the PARTY which invokes it, and which renders said PARTY unable to comply totally or partially with its obligations under the

ORDER. Without prejudice to the generality of the foregoing FORCE MAJEURE includes Acts of God (including epidemic, tidal wave, lightning, earthquake, hurricane), hostilities or acts of war (whether declared or not), riots (other than among employees of the CONTRACTOR GROUP), civil or military disturbances, national or regional strikes (excluding strikes, lock-outs and other industrial disputes or actions by, between or originated among employees of the CONTRACTOR GROUP) and acts of any government or public authority or any representative thereof whether or not legally valid. FORCE MAJEURE does not include events such as the insolvency of any PARTY.

"GOODS" means, if applicable, any goods, materials, supplies and items of equipment (including all manuals, operating instructions, specifications, certification documentation, reports and drawings to be supplied by the CONTRACTOR in connection therewith) to be supplied by the CONTRACTOR under the ORDER as detailed in the ORDER FORM.

"OPERATOR" means either (i) a PERSON appointed under the terms of a joint operating agreement, unit operating agreement or other similar agreement to act on behalf of the parties thereto with respect to activities to be carried out under that agreement; or (ii) where a joint operating agreement, unit operating agreement or other similar agreement is not required as a result of the asset being wholly owned by one party, that party;

"ORDER" means the contract between the COMPANY and the CONTRACTOR for the WORK consisting of the ORDER FORM, these CONDITIONS, any other documents (or parts of them) attached, referenced or specified in the ORDER FORM (including, for the avoidance of doubt, any variations instructed under Clause 11 hereof) but excluding any CONTRACTOR terms and conditions.

"ORDER FORM" means the form supplied by the COMPANY containing an order number and detailing the WORK.

"PARTY" means the COMPANY and/or the CONTRACTOR as the case may be and "PARTIES" shall mean the COMPANY and the CONTRACTOR.

"PERSON" means any individual, company, firm, partnership, association or body corporate.

"PURCHASER" means, as the case may be, either (i) such of the COMPANY and/or the COMPANY'S AFFILIATES as are the OPERATORS of the interest held under a UKCS licence in relation to which the WORK (or any part of it) is being provided, in such capacity as OPERATOR on behalf of itself and its CO-VENTURERS (if any); or (ii) such of the COMPANY and/or the COMPANY'S AFFILIATES in relation to which the WORK (or any part of it) is being provided, acting in its or their own right(s). The identity of the PURCHASER shall be notified to the CONTRACTOR by the COMPANY upon written request.

"PURCHASER GROUP" means the COMPANY, the PURCHASER and the PURCHASER'S CO-VENTURERS and the AFFILIATES of each of them and in each case their respective directors, officers, agents and employees (including agency personnel) but shall not include any member of the CONTRACTOR GROUP.

"SERVICES" means, if applicable, all and any part of any works and services required to be performed by the CONTRACTOR under the ORDER as detailed in the ORDER FORM.

"SITE" means the lands, waters and other places on, under, in or through which SERVICES are to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), design offices, workshops and places where equipment, material or supplies are being obtained, stored or used for the purposes of the ORDER.

"SUBCONTRACTOR" means any PERSON to whom the CONTRACTOR has subcontracted directly or indirectly at any level the provision of GOODS and/or the performance of SERVICES, or any part thereof.

"THIRD PARTY" means any PERSON that is not a member of the PURCHASER GROUP or the CONTRACTOR GROUP.

"WORK" means the supply of GOODS and/or the performance of SERVICES, as the case may be.

1.2. Interpretation

(a) The terms "fault", "breach", "failure", "default", "deficiency" and the like shall be understood as any failure whatsoever to comply with the ORDER requirements, whether by act, omission, negligence, misperformance, non-performance or late performance.

(b) In the event of conflict, the provisions of any special conditions set out in the ORDER FORM shall prevail over these CONDITIONS.

(c) All headings in the ORDER are used for convenience only and shall not affect the construction or validity of the ORDER.

(d) Any reference herein to a Clause or Subclause shall, unless expressly stated otherwise, be construed as a reference to the relevant recital, clause or subclause of these CONDITIONS.

(e) Reference to any statute, statutory provision or statutory instrument includes a reference to the statute, statutory provision or statutory instrument as amended, extended or re-enacted from time to time.

(f) Reference to the singular includes a reference to the plural and vice versa. Reference to persons shall include companies and firms and vice versa. Reference to any gender includes a reference to the other genders.

(g) "Including" shall be construed to mean "including but not limited to".

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2. BASIS OF CONTRACT

2.1. The ORDER constitutes an offer by the COMPANY, acting on behalf of the PURCHASER, to purchase GOODS and/or SERVICES from the CONTRACTOR in accordance with these CONDITIONS.

2.2. The ORDER shall be deemed to be accepted on the earlier of:

- (a) the CONTRACTOR issuing unqualified written acceptance of the ORDER; or
- (b) any act by the CONTRACTOR consistent with fulfilling the ORDER,

at which point the ORDER shall become a binding contract.

3. CARRYING OUT THE WORK

The CONTRACTOR shall perform the WORK in accordance with the ORDER. The CONTRACTOR warrants and represents to the PURCHASER that it is fully experienced and technically competent to perform the WORK and that it is properly financed, organised and equipped to perform the WORK. In the event that SERVICES have to be performed offshore, the CONTRACTOR warrants to the PURCHASER that the CONTRACTOR is experienced, competent and fully equipped to perform the SERVICES in such an environment.

4. STANDARDS OF PERFORMANCE

4.1. GOODS

The CONTRACTOR warrants and undertakes to the PURCHASER that GOODS shall:

- (a) correspond with their description and any specification or sample specified in the ORDER FORM;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the CONTRACTOR or made known to the CONTRACTOR by the COMPANY expressly or by implication, and in this respect the COMPANY relies on the CONTRACTOR's skill and judgement;
- (c) be free from defects in design, material and workmanship;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of GOODS

and in relation to this Clause the CONTRACTOR is hereby put on notice that the GOODS may be required by the PURCHASER for use offshore and such use may include use by the CO-VENTURERS.

4.2. SERVICES

The CONTRACTOR shall carry out SERVICES in a professional manner, exercising all reasonable skill, care, diligence and good judgement in the performance thereof and shall complete SERVICES in accordance with best operation and maintenance practice and best standards of workmanship expected of a reputable contractor experienced in the SERVICES to be performed. The CONTRACTOR warrants and represents to the PURCHASER that the SERVICES shall be free from any omissions, errors, defects, failures or otherwise unacceptable performance or results therefrom.

5. DELIVERY

5.1. GOODS

5.1.1 Time is of the essence in respect of DELIVERY of GOODS. The CONTRACTOR shall deliver GOODS:

- (a) on the date or within the period specified in the ORDER FORM, or, if no such date or period is specified, within twenty eight (28) days of the date of the ORDER FORM;
- (b) to the location set out in the ORDER FORM, or as instructed by the COMPANY prior to delivery (the "DELIVERY LOCATION"); and
- (c) during the PURCHASER'S normal business hours, or as instructed by the COMPANY.

5.1.2 If the GOODS are not delivered on the date or within the period they are due as referred to in clause 5.1.1(a), the COMPANY shall have the right to any one or more of the following remedies:

- (a) to terminate the ORDER wholly or partly;
- (b) to refuse to accept any subsequent delivery of GOODS which the CONTRACTOR attempts to make;
- (c) to recover from the CONTRACTOR any costs in excess of the CONTRACT PRICE incurred by the COMPANY in obtaining substitute goods from a third party; and
- (d) to claim damages for any other costs, loss or expenses incurred by the COMPANY and/or the PURCHASER which are in any way attributable to the CONTRACTOR'S failure to deliver GOODS on the due date.

5.1.3 The CONTRACTOR shall ensure that:

- (a) GOODS are marked in accordance with the COMPANY'S instructions and any applicable regulations or requirements of the carrier, and properly packed and secured in such manner as to enable them to reach their destination in an undamaged condition; and
- (b) each delivery of GOODS is accompanied by a delivery note which shows the ORDER number specified on the ORDER FORM, special storage instructions (if any) and, if the GOODS are being delivered by instalments, the outstanding balance of GOODS remaining to be delivered.

5.1.4 Delivery of GOODS shall be completed on the completion of unloading the GOODS at the DELIVERY LOCATION.

5.1.5 If GOODS are to be delivered by instalments, the ORDER shall be treated as a single contract and not severable.

5.1.6 Neither the COMPANY nor the PURCHASER shall be obliged to return to the CONTRACTOR any packaging or packing materials for the GOODS, whether or not the GOODS are accepted by the COMPANY on behalf of the PURCHASER.

5.2. SERVICES

The CONTRACTOR shall meet any performance dates for SERVICES specified in the ORDER FORM or notified to the CONTRACTOR by the COMPANY.

6. INSPECTION AND ACCEPTANCE

6.1. The COMPANY and the PURCHASER shall be entitled to inspect, test and review the WORK (or any part thereof) and the CONTRACTOR shall provide the COMPANY and the PURCHASER and their agents and representatives with unrestricted access to its facilities and works and that of any SUB-CONTRACTOR to carry out such inspection, testing and review. The COMPANY shall inform the CONTRACTOR if it (or any member of the PURCHASER GROUP) discovers that the WORK (or any part thereof) does not comply or is unlikely to comply with the requirements of the ORDER, and the CONTRACTOR shall immediately take whatever remedial action is necessary to ensure such compliance. Any inspection, testing or review by the COMPANY, its agents and representatives or by members of the PURCHASER GROUP, their agents and representatives) or any failure to inspect, test or review shall in no way relieve the CONTRACTOR of its obligations under the ORDER. The COMPANY and the PURCHASER and their agents and representatives shall have the right to conduct further inspections, tests or reviews after the CONTRACTOR has carried out its remedial actions.

6.2. The COMPANY shall be entitled to reject any GOODS which are DELIVERED or SERVICES which are performed which fail to meet the requirements of the ORDER. The COMPANY shall not be deemed to have accepted any GOODS until the COMPANY and/or the PURCHASER have had reasonable time and opportunity to inspect it following DELIVERY.

6.3. If the COMPANY rejects any WORK pursuant to Clause 6.2, the COMPANY and/or the PURCHASER shall be entitled, without prejudice to any other rights and remedies which they may have, to:

- (a) have rejected GOODS repaired, or SERVICES re-performed, forthwith by the CONTRACTOR;
- (b) have rejected GOODS replaced by the CONTRACTOR with GOODS which comply in all respects with the requirements of the ORDER; or
- (c) obtain a full refund from the CONTRACTOR in respect of the rejected WORK.

7. DEFECTS CORRECTION

7.1. In the event that the COMPANY and/or the PURCHASER determines that the WORK is not in accordance with the requirements of the ORDER or has a defect or deficiency or is in some other manner unsatisfactory and so notifies the CONTRACTOR in writing:

- (a) for GOODS, within twelve (12) months from the date the GOODS are first put into operational use or twenty four (24) months from DELIVERY, whichever shall first occur, and;
- (b) for SERVICES, within twelve (12) months from the date of completion and acceptance of the SERVICES by the COMPANY;

then, without prejudice to the rights of the PURCHASER or the COMPANY under APPLICABLE LAWS, the CONTRACTOR shall, subject to the operational requirements of the PURCHASER and to the provisions of Clause 7.3, promptly carry out all works necessary to rectify, or at PURCHASER'S option, replace or re-perform, the WORK to ensure that it complies with the requirements of the ORDER, in all cases to the PURCHASER'S reasonable satisfaction.

7.2. The obligations set out in Clause 7.1 shall apply again to all WORK which is rectified or replaced in accordance with this Clause 7 for a like period being:

- (a) for GOODS, twelve (12) months from the date the rectified or replaced GOODS are put into operational use or twenty four (24) months from the time the rectification works is completed to COMPANY'S satisfaction or replacement GOODS are DELIVERED, whichever shall first occur, and;
- (b) for SERVICES, twelve (12) months from the date of completion and acceptance of the replaced or re-performed SERVICES by the COMPANY;

7.3. If the WORK is not rectified, replaced or re-performed in accordance with Clause 7.1 within such reasonable time as the PURCHASER shall, taking account of the PURCHASER'S operational requirements, determine, then the PURCHASER shall be entitled to carry out such rectification works itself, have it carried out by others or obtain replacement WORK, and recover from the CONTRACTOR all costs reasonably incurred by the PURCHASER in doing so.

7.4. All costs of such rectification works or replacement (including any removal, re-installation, testing, transportation and inspection costs) shall be at the CONTRACTOR'S expense.

8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

8.1. Without prejudice to the provisions of Clause 39 of these CONDITIONS, the CONTRACTOR shall observe, be bound by and comply with all APPLICABLE LAWS governing the provision of the WORK. The CONTRACTOR shall defend, indemnify and hold the PURCHASER GROUP harmless from and against any and all CLAIMS arising from or related to any breach of the foregoing obligation by any member of the CONTRACTOR GROUP. The foregoing indemnity shall survive the termination or expiration of the ORDER.

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8.2. The CONTRACTOR shall observe and comply (and shall ensure that any SUBCONTRACTOR observes and complies) with all regulations and procedures of the COMPANY and/or the PURCHASER, which have been notified to the CONTRACTOR. This obligation is in addition to and separate from the obligation contained in Clause 31.

9. OBTAINING AUTHORISATIONS

9.1. By COMPANY

The COMPANY and/or the PURCHASER shall be responsible for obtaining such permits and authorisations as can only be obtained by the COMPANY and/or the PURCHASER as the case may be. The CONTRACTOR shall, however, remain responsible for providing the COMPANY and/or the PURCHASER with any necessary documentation required by the COMPANY and/or the PURCHASER in support of applications for such permits and authorisations.

9.2. By CONTRACTOR

The CONTRACTOR shall be responsible for obtaining and maintaining at its own cost all licences, visas, permits, clearances, certifications, governmental or administrative authorisations necessary for the performance of its obligations hereunder unless expressly stated elsewhere in the ORDER as being obtained by the COMPANY or the PURCHASER. At the request of the COMPANY or the PURCHASER, the CONTRACTOR shall produce all relevant documents and certificates. Neither the COMPANY nor the PURCHASER shall have any liability whatsoever in respect of obtaining and maintaining such licences, visas, permits, clearances, certifications, governmental or administrative authorisations. However, should it be necessary for the CONTRACTOR's applications, the COMPANY and/or the PURCHASER shall provide such certificates as they are empowered to issue, it being understood that the CONTRACTOR shall remain liable to inform the COMPANY or the PURCHASER (as the case may be) with sufficient advance notice of such requirement.

9.3. Neither the COMPANY nor the PURCHASER shall have any obligation to procure, or to assist in the procurement, or to bear any cost or expense relating to entry visas, way leave permits, resident and work permits and any applicable licence for the CONTRACTOR's employees or personnel.

10. AWARENESS OF CONDITIONS OF SERVICES

The CONTRACTOR warrants and represents that prior to entering into the ORDER it has fully acquainted itself as to all local, regional, national and SITE conditions which could affect the performance of SERVICES and/or the CONTRACTOR'S obligations under the ORDER.

11. VARIATIONS

11.1. The COMPANY or the PURCHASER has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK which are within the capability and resources of the CONTRACTOR. The CONTRACTOR shall proceed immediately as instructed.

11.2. Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the ORDER or, in the absence of any appropriate rates and prices, a fair valuation shall be made and the adjustment shall be agreed in writing by the PARTIES.

12. HEALTH, SAFETY AND ENVIRONMENT

Where the CONTRACTOR is performing SERVICES at a SITE (other than a SITE operated by the CONTRACTOR), the CONTRACTOR shall strictly observe the COMPANY's or the PURCHASER's (or their respective contractors or such other SITE owners as may be applicable) Health, Safety and Environmental policies and requirements relating to the SERVICES and ensure that the CONTRACTOR's employees and personnel are trained as a minimum to those standards employed by the COMPANY, the PURCHASER or their respective contractors or other relevant SITE owner. Copies of the Health, Safety and Environmental policies of the COMPANY or the PURCHASER (or the COMPANY's or the PURCHASER'S contractors or such other SITE owners as may be applicable), are available for inspection upon written request.

13. CONTRACTOR'S PERSONNEL

13.1. The CONTRACTOR shall ensure that all employees and personnel of the CONTRACTOR and any SUBCONTRACTOR engaged in the performance of SERVICES are fully skilled, competent and experienced in their respective fields to properly perform the SERVICES in accordance with the requirements of the ORDER. The CONTRACTOR further undertakes that all of the CONTRACTOR's employees and personnel engaged in the performance of SERVICES which are to be performed offshore, will be in possession of the required medical and survival certification.

13.2. The CONTRACTOR shall be responsible for providing the CONTRACTOR employees and personnel with suitable protective/safety clothing and equipment, and all tools and materials required for the SERVICES (unless otherwise expressly provided within the ORDER).

14. SITE REQUIREMENTS

This Clause 14 applies where a SITE is not operated by the CONTRACTOR or SUBCONTRACTOR).

14.1. Access to SITE

Subject to compliance with APPLICABLE LAWS and PURCHASER regulations and procedures, the PURCHASER shall allow the CONTRACTOR and SUBCONTRACTORS access to the SITE. If WORK is undertaken offshore on the PURCHASER'S facilities, the PURCHASER shall make all arrangements required for and bear the cost of the scheduled and agreed offshore transportation of the CONTRACTOR employees and personnel, equipment and materials. The PURCHASER'S liability for such transportation shall be limited to the procurement of the relevant transportation services from a recognised carrier.

14.2. Co-operation on SITE

The CONTRACTOR shall co-operate with the PURCHASER and all other contractors working at the SITE so that all operations at the SITE may be carried out in the safest and the most convenient and efficient way and shall take all measures to avoid or

reduce to a minimum any inconvenience to other companies involved in such operations and to THIRD PARTIES. The constraints and obligations resulting from such circumstances shall be deemed to be included in the CONTRACT PRICE and in the CONTRACTOR'S time schedule for the performance of the WORK. Should the PURCHASER require, beyond such constraints and obligations and without any fault of the CONTRACTOR, that the SERVICES be held up to facilitate other works, then the provisions of Clause 29.2 shall apply.

14.3. Protection of property on SITE

The CONTRACTOR shall protect from possible damage resulting from the CONTRACTOR'S operations any existing facility, equipment, materials (whether stored or installed) and/or any other item on SITE belonging to any member of the PURCHASER GROUP, or any contractor of a member of the PURCHASER GROUP and/or any THIRD PARTY.

15. CONTRACTOR'S REPRESENTATIVE ON SITE

15.1. The CONTRACTOR shall, if required by the COMPANY, provide on those sites owned or occupied by any member of the PURCHASER GROUP (or their contractors or any relevant THIRD PARTY), such representatives as the COMPANY shall reasonably require at such times and for such periods in order to give expert technical assistance, guidance and advice during the storage, testing, installation, pre-commissioning and/or commissioning of the WORK.

15.2. The CONTRACTOR, notwithstanding its other obligations under the ORDER, shall ensure that its representatives attending such sites, shall comply with Clause 12.

16. SUPERVISION OBLIGATIONS

16.1. The CONTRACTOR, if required by the COMPANY under the terms of the ORDER, shall be responsible for the overall direction, supervision and monitoring of the following activities:

- (a) tests to be performed by the PURCHASER following DELIVERY of the GOODS and/or SERVICES as the case may be;
- (b) installation work onshore or offshore;
- (c) pre-commissioning work onshore or offshore;
- (d) commissioning work onshore or offshore; and/or
- (e) repair or maintenance work onshore or offshore.

16.2. For the purposes of this Clause 16, the CONTRACTOR'S obligation to direct, supervise and monitor the operations stated above is hereinafter referred to as the "SUPERVISION SERVICES".

16.3. The CONTRACTOR shall promptly report to the PURCHASER any deficiencies in the implementation of recommended procedures during the performance of the SUPERVISION SERVICES. Any failure by the CONTRACTOR to promptly report any deficiency observed by it as aforesaid, shall be deemed to be a failure of the CONTRACTOR to meet the SUPERVISION SERVICES requirements under the ORDER.

16.4. If the SUPERVISION SERVICES are deficient, or, if in the opinion of the COMPANY and/or the PURCHASER, the CONTRACTOR fails to provide the SUPERVISION SERVICES in sufficient quantity, timing or quality, the CONTRACTOR shall provide to the PURCHASER within a period of forty eight (48) hours following notification, such SUPERVISION SERVICES reasonably required to have the deficiencies remedied, and all costs incurred by the PURCHASER as a result of said deficient SUPERVISION SERVICES shall be a debt due and recoverable from the CONTRACTOR.

16.5. The CONTRACTOR'S supervision obligations as set out in this Clause 16 shall be enforceable for a period of twelve (12) months from the date on which the GOODS are first put into operational use or the SERVICES are completed or twenty four (24) months from DELIVERY of the GOODS or completion of SERVICES, whichever shall first occur.

17. LIENS

The CONTRACTOR waives any right of lien against GOODS. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or encumbrance to be imposed by any individual, firm or company upon GOODS (or any part thereof) by reason of a claim or demand against the CONTRACTOR.

18. CONTRACT PRICE

18.1. In full consideration of the proper and complete supply and/or performance of the WORK, the COMPANY on behalf of the PURCHASER shall pay the CONTRACTOR the CONTRACT PRICE.

18.2. Unless otherwise stated in the ORDER, all amounts payable by the COMPANY on behalf of the PURCHASER under the ORDER are:

- (a) exclusive of amounts in respect of UK value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the ORDER by the CONTRACTOR to the COMPANY, the COMPANY shall, on receipt of a valid VAT invoice from the CONTRACTOR, pay to the CONTRACTOR such additional amounts in respect of VAT as are chargeable on the supply of the GOODS and/or SERVICES at the same time as payment is due for the supply of the GOODS and/or SERVICES; and

- (b) inclusive of all charges for the packaging, packing, shipping, carriage, insurance and delivery of the GOODS and/or SERVICES and any taxes, duties, imposts or levies, other than VAT.

18.3. The PURCHASER shall be entitled to any discount (including prompt payment, bulk purchase or volume of purchase discounts) customarily granted by the CONTRACTOR.

19. INVOICING AND PAYMENT

19.1. Invoicing

Upon completion of the WORK to the satisfaction of the PURCHASER (which shall include all testing and the provision of all required reports and documentation in a form satisfactory to the PURCHASER), the CONTRACTOR shall invoice the COMPANY at

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- the address specified in the ORDER FORM for the CONTRACT PRICE referencing the ORDER number. The COMPANY shall only be obliged to pay a correctly prepared and appropriately supported invoice, which is fully compliant with the terms of the ORDER.
- 19.2. **Disputed Invoices**
 If the COMPANY, on behalf of the PURCHASER, disputes an invoice, the COMPANY shall notify the CONTRACTOR of the amount(s) under dispute and the CONTRACTOR shall have the option to submit a corresponding credit note, bearing the reference and details of the original invoice, within five (5) days of receipt of such notification or should the CONTRACTOR fail to issue a credit note after five (5) days of receipt of such notification the COMPANY shall return the disputed invoice to the CONTRACTOR specifying in writing the terms to which the COMPANY objects and the reasons for such objections. The CONTRACTOR shall resubmit to the COMPANY a revised invoice taking into account the objections of the COMPANY on behalf of the PURCHASER, or shall promptly establish and re-submit to the COMPANY two separate invoices, one in respect of the undisputed part of the original invoice and the other in respect of the revised part of the original invoice. If the revised invoice is disputed wholly or in part, the foregoing procedure shall be repeated until the PARTIES have reached agreement.
- 19.3. **Terms of Payment**
 19.3.1 The COMPANY shall, on behalf of the PURCHASER, pay the CONTRACTOR's undisputed invoice within thirty (30) days following its receipt to such bank account as the CONTRACTOR shall designate on such invoice. The payment shall be made subject to APPLICABLE LAWS. Payment shall be deemed made as of the date of transfer from the COMPANY's bank.
 19.3.2 If the COMPANY fails on behalf of the PURCHASER to pay a fully compliant and correct invoice within thirty (30) days of receipt, the CONTRACTOR may exercise its right to recover interest for late payment at a rate of no more than three percent (3%) above the Bank of England Base Rate from the original due date of invoice. Such interest shall be calculated pro-rata until the original invoice is paid, however any such interest claimed by the CONTRACTOR must be invoiced separately, and within ten (10) days of payment of the original invoice to which the interest relates.
 19.3.3 The CONTRACTOR shall not be entitled to receive payment on any invoice received by the COMPANY more than ninety (90) days after completion of the WORK. Nevertheless the COMPANY may, at its sole discretion, make payment against any such invoice.
 19.3.4 Payments made by the COMPANY on behalf of the PURCHASER shall not be construed as waiver of the COMPANY's or the PURCHASER'S right to object to any paid invoice.
 19.4. **Set-Off**
 Any amounts payable by the COMPANY on behalf of the PURCHASER hereunder may be withheld and/or set-off by the COMPANY in whole or in part by reason of any actual or anticipated claims by the PURCHASER against the CONTRACTOR arising under the ORDER or any other contract between the PURCHASER (or the COMPANY on behalf of the PURCHASER) and the CONTRACTOR without limiting the PURCHASER'S other rights or remedies under the ORDER.
20. **TAXES**
 20.1 The CONTRACTOR shall pay all taxes, duties, levies, charges and contributions (including national insurance and social security benefits) assessed against it in connection with the WORK and shall defend, indemnify and hold the PURCHASER GROUP harmless from and against CLAIMS:
 (a) in respect of any such taxation, duties, levies, charges and contributions (including fines, penalties and interest) assessed on the CONTRACTOR GROUP, or on any other party connected with the CONTRACTOR or;
 (b) which might have been assessed or assessable as aforesaid but for any member of the PURCHASER GROUP having been first required to make such payment.
 20.2 The CONTRACTOR shall defend, indemnify and hold the PURCHASER GROUP harmless from and against any assessment made on any member of the PURCHASER GROUP as a result of the failure by the CONTRACTOR or any member of the CONTRACTOR GROUP to withhold income tax from any of its employees or any other party related to the CONTRACTOR. Furthermore, the CONTRACTOR shall comply with the requirements of the Finance Act 2004 Chapter 3 and the regulations made thereunder (known as the "Construction Industry Scheme") and any amendment thereto.
 20.3 If any member of the PURCHASER GROUP receives a notice requiring it to pay any taxes, levies, charges, or contributions of the types referred to in this Clause 20 and/or any interest or penalty thereon, on presentation of evidence of such liability the CONTRACTOR shall within fourteen (14) days or two (2) days before such liability is due (whichever is the later) pay the COMPANY (on behalf of the relevant member of the PURCHASER GROUP) such sum or the COMPANY shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR hereunder.
 20.4 Upon request by the COMPANY, the CONTRACTOR will promptly supply to the COMPANY such information as is necessary to enable the COMPANY to comply with the lawful demands for such information by any government authority.
 20.5 The provisions of this Clause 20 shall survive termination or expiration of the ORDER.
21. **AUDIT AND STORAGE OF DOCUMENTS**
 21.1 The CONTRACTOR shall safely keep and cause SUBCONTRACTORS to keep accurate detailed records and accounts pertaining to the WORK, including personnel records, correspondence, receipts, vouchers, memoranda, computerised data and such other information necessary for an accurate audit, for the duration of the ORDER and for a period of six (6) years following the date that the WORK has been performed and completed in accordance with the requirements of the ORDER or termination of the ORDER.
- 21.2 The COMPANY and the PURCHASER shall each have the right during the period specified in Clause 21.1 to audit (or have audited) and to copy any record and account relating to;
 (a) the verification of any sum paid or payable under the ORDER; and
 (b) any provision of the ORDER under which the CONTRACTOR has obligations the performance of which is capable of being verified by audit.
 In this respect the COMPANY and the PURCHASER shall not be entitled to investigate the make up of rates and lump sums included in the ORDER except to the extent necessary for the proper evaluation of any variations arising under Clause 11.
 21.3 The CONTRACTOR shall cooperate with the COMPANY and the PURCHASER and provide such assistance as they may reasonably require in connection with such audit.
 21.4 In the case of termination of the ORDER under the provisions of Clause 27 or suspension under Clause 29, such right shall extend to any documentation related to costs to be reimbursed by the COMPANY to the CONTRACTOR following such termination.
 21.5 If as a result of any review or audit it is established that any invoice submitted under the ORDER is erroneous, the CONTRACTOR shall promptly adjust such error and send to the COMPANY the corresponding credit note or repay any overpayment.
 21.6 In addition to the foregoing rights of the COMPANY and the PURCHASER and within the same limits, the COMPANY and/or the PURCHASER shall have the right to audit the SUBCONTRACTORS in respect of the WORK. The COMPANY shall determine the selection of SUBCONTRACTORS to be inspected and audited. The CONTRACTOR shall ensure that the foregoing provisions are included in all contracts to be entered into with SUBCONTRACTORS.
22. **LIABILITIES**
 22.1. **Liabilities between the PARTIES**
 22.1.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the PURCHASER GROUP from and against all CLAIMS 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 ORDER; and
 (b) personal injury including death or disease to any person employed by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the ORDER; and
 (c) subject to any other express provisions of the ORDER, personal injury including death or disease 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 CONTRACTOR GROUP or any member thereof.
 22.1.2 The COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all CLAIMS in respect of:
 (a) loss of or damage to property of the PURCHASER GROUP whether:
 (i) owned by the PURCHASER GROUP; or
 (ii) leased or otherwise obtained under arrangements with financial institutions by the PURCHASER GROUP,
 arising from, relating to or in connection with the performance or non-performance of the ORDER and which property, in respect of SERVICES is located at the SITE but is not within the care, custody or control of the CONTRACTOR GROUP, and provided always that the provisions of this Clause 22.1.2 (a) shall not apply to GOODS prior to DELIVERY;
 (b) personal injury including death or disease to any person employed by the PURCHASER GROUP arising from, relating to or in connection with the performance or non-performance of the ORDER; and
 (c) subject to any other express provisions of the ORDER, personal injury including death or disease 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 PURCHASER GROUP or any member thereof.
- 22.2. **Consequential losses**
 Without prejudice to any liquidated damages or other compensation provisions stipulated for delay, non-performance, mis-performance, or otherwise under the ORDER, the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the PURCHASER GROUP's own CONSEQUENTIAL LOSS arising from, relating to or in connection with the performance or non-performance of the ORDER and the CONTRACTOR shall save, indemnify, defend and hold harmless the PURCHASER GROUP from the CONTRACTOR GROUP's own CONSEQUENTIAL LOSS arising from or relating to or in connection with the performance or non-performance of the ORDER.
 22.3. **Pollution**
 22.3.1 Except as provided by Clause 22.1.1(a), Clause 22.1.1(b) and Clause 22.3.2 the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against any CLAIM arising from pollution emanating from the reservoir on the SITE provided that the same is owned (in whole or in part) by the PURCHASER GROUP or from the property and equipment of the PURCHASER GROUP.
 22.3.2 Except as provided by Clause 22.1.2(a) and Clause 22.1.2(b) and Clause 22.3.1 the CONTRACTOR shall save, indemnify, defend and hold harmless the PURCHASER GROUP from and against any CLAIM arising from pollution occurring on the premises of the

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CONTRACTOR GROUP or emanating from the property or equipment of the CONTRACTOR GROUP (including marine vessels).

- 22.4. **Transfer of Undertakings**
 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the PURCHASER GROUP from and against all CLAIMS arising out of or in connection with the award of the ORDER and/or performance or non-performance of the ORDER by the CONTRACTOR and based upon the application of the Transfer of Undertakings (Protection of Employment) Regulations as amended and/or supplemented from time to time.
- 22.5. **Liabilities for intellectual property rights**
 22.5.1 The CONTRACTOR shall assume all liability for and shall defend, indemnify, and hold the PURCHASER GROUP harmless from and against any and all CLAIMS arising out of or in connection with any alleged or actual infringement of any patent, licence, copyright or any other intellectual or industrial property right arising out of or in connection with the manufacture, supply of or use of GOODS or performance of SERVICES, save only to the extent such infringement results from any data or items provided by any member of the PURCHASER GROUP.
- 22.5.2 In the event that there is found to be an infringement as described in Clause 22.5.1, the CONTRACTOR shall at its own cost and expense procure for the PURCHASER the right to continue using any GOODS, failing which the CONTRACTOR shall refund to the COMPANY the full price paid for the GOODS. The CONTRACTOR shall at its own risk, cost and expense promptly uplift and remove the GOODS from the location at which the GOODS are situated or installed (which for the avoidance of doubt includes all removal and transportation costs to and from the location at which the GOODS are installed). Furthermore, the CONTRACTOR shall be liable to make payment to the COMPANY and the PURCHASER for any costs (including all additional transportation, installation, inspection and testing costs) which the COMPANY and the PURCHASER may incur over and above the CONTRACT PRICE as a result of acquiring like or alternative GOODS for the PURCHASER from a third party
- 22.6. **Holding harmless**
 22.6.1 All exclusions, limitations and indemnities save for those under Clause 22.1.1(c) and Clause 22.1.2(c) given under this Clause 22 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PERSON or any other PERSON and shall apply irrespective of any CLAIM in tort, under contract or otherwise at law.
- 22.6.2 If either PARTY becomes aware of any incident likely to give rise to a CLAIM under the above indemnities, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident.
- 22.6.3 The CONTRACTOR shall be responsible for the defence of any suit brought against any member of the PURCHASER GROUP on account of any CLAIM in respect of which the CONTRACTOR is liable under the provisions of this Clause 22 and shall satisfy any judgement against any member of the PURCHASER GROUP resulting therefrom.
- 22.6.4 The COMPANY, on behalf of the PURCHASER, shall be entitled but not obliged to participate in the defence of any suit to which it or any member of PURCHASER GROUP is a party without relieving the CONTRACTOR of its responsibility for the defence of the suit. The COMPANY shall forthwith, upon receiving notice of any suit brought against it or an indemnified member of the PURCHASER GROUP deliver to the CONTRACTOR full particulars thereof and shall render all reasonable assistance requested by the CONTRACTOR in the defence of the suit. To the extent that the CONTRACTOR deals with the defence of a CLAIM to which this Clause 22 applies, the CONTRACTOR shall not settle such CLAIM or make any agreement with respect to such CLAIM without the written consent of the COMPANY (which consent shall not unreasonably be withheld or delayed) and shall keep the COMPANY constantly informed of proceedings and developments in relation to such CLAIM.
- 22.6.5 The provisions of the above Clauses 22.6.3 and 22.6.4 shall apply conversely in case of a suit against the CONTRACTOR GROUP on account of any CLAIM in respect of which the COMPANY is liable under the provisions of this Clause 22.
- 22.6.6 Whenever a PARTY is pursued in respect of any loss, damage, injury, disease or death whatsoever for which the other PARTY is liable under the provisions of this Clause 22, the latter shall save, indemnify, defend and hold harmless the former without delay.
- 22.6.7 The provisions of this Clause 22 shall survive termination or expiration of the ORDER.
- 22.6.8 All indemnities under the ORDER shall be full and primary and be fully enforceable irrespective of any separate right of indemnity or contribution.
- 22.7. **Logistics Sharing**
 22.7.1 Members of the PURCHASER GROUP have entered into, or intend to enter into, arrangements with other operators of licence areas and/or offshore installations (including drilling rigs) to share the utilisation of offshore support vessels and/or helicopters. These arrangements will involve offshore support vessels and/or helicopters, owned by, leased by, or contracted to other operators other than members of the PURCHASER GROUP (such parties being defined herein as "OTHER OPERATORS") delivering cargo to, collecting cargo from and transporting personnel to and from offshore installations as and when required by members of the PURCHASER GROUP.
- 22.7.2 In order to contractually regulate the liability and indemnity regime between members of the PURCHASER GROUP, the CONTRACTOR and OTHER OPERATORS in respect of such vessel and/or helicopter sharing activities, and notwithstanding any of the provisions of the ORDER, it is agreed as follows:
- (a) The CONTRACTOR agrees to extend to such OTHER OPERATORS, and the CONTRACTOR hereby authorises the members of the PURCHASER GROUP to enter into contracts (or to amend contracts which may have already been entered into) with such OTHER OPERATORS on its behalf for the limited purpose only of extending to such OTHER OPERATORS and their contractors and

subcontractors the benefit of the indemnities granted by the CONTRACTOR to the PURCHASER GROUP in Clauses 22.1.1, 22.2 and 22.3.2;

- (b) The CONTRACTOR hereby agrees to save, indemnify, defend and hold harmless the PURCHASER GROUP in respect of any CLAIMS arising directly or indirectly from any circumstances in which the CONTRACTOR, or members of the PURCHASER GROUP on behalf of CONTRACTOR, have extended the indemnities to OTHER OPERATORS and their contractors and subcontractors, as specified in Clause 22.7.2(a) irrespective of any negligence or breach of duty (whether statutory or otherwise) on the part of any member of the PURCHASER GROUP or any other PERSON; and
- (c) The PURCHASER shall reasonably endeavour to obtain from OTHER OPERATORS indemnities, the benefit of which can be extended to the CONTRACTOR, with the same or similar effect as those granted by the COMPANY to the CONTRACTOR in Clauses 22.1.2, 22.2 and 22.3.1, prior to instructing OTHER OPERATORS offshore support vessels or helicopters to attend the offshore installation.
- 22.7.3 On request by the CONTRACTOR, COMPANY, on behalf of the PURCHASER GROUP, will specify the identity of any OTHER OPERATORS who are providing services. Where a member of the PURCHASER GROUP is acting on behalf of the CONTRACTOR, such member of the PURCHASER GROUP shall assume no liability in such capacity.
- 22.8. **LOGIC Industry Mutual Hold Harmless Deed**
 It is a stipulation of the COMPANY that all companies with whom it contracts for the provision or work, services or goods relating to the exploration for and/or exploitation of hydrocarbons carried out on or in the area of United Kingdom Continental Shelf, (and their subcontractors of any tier), are signatories to the LOGIC Industry Mutual Hold Harmless Deed or Deed of Adherence. If any part of the WORK is to be performed offshore, it is a condition of the ORDER that the CONTRACTOR is a signatory thereto and will remain so for the duration of the ORDER, and shall similarly ensure that its SUBCONTRACTORS performing work or providing services or goods offshore are signatories thereto.
23. **INSURANCES**
 23.1 The CONTRACTOR shall ensure that, to the extent applicable to the WORK, the following insurances are obtained and maintained by itself and its SUBCONTRACTORS at its/their own cost and expense for the duration of the ORDER with insurers acceptable to the COMPANY:
- (a) Employer's Liability/Workmen's Compensation Insurance or any analogous requirement in any jurisdiction where applicable, including legal expenses cover anywhere in the world, to the minimum applicable statutory level and endorsed so that any CLAIM against the PURCHASER formulated under the doctrine of "borrowed servant" shall be treated as a CLAIM against the insured;
- (b) Automobile Public and Passenger Liability Insurance, if applicable for not less than five million pounds sterling (£5,000,000), placed with a United Kingdom insurance company;
- (c) General Liability Insurance, including pollution insurance if applicable, for not less than ten million pounds sterling (£10,000,000) per occurrence covering all operations of the insured including the contractual liabilities assumed herein;
- (d) All Risk Insurance covering CONTRACTOR equipment, if applicable;
- (e) Marine hull and machinery insurance to the full value of each marine vessel used in the performance of any SERVICES, including war risk coverage, and, to the extent not provided in (f) below, collision liability in respect of all vessels used by the CONTRACTOR GROUP in performance of any SERVICES; and
- (f) Protection and indemnity insurance, including wreck and debris removal and oil pollution liability in respect of all marine vessels, craft or floating equipment utilised in the performance of any SERVICES; and
- (g) Professional Indemnity insurance in the amount of five million pounds sterling (£5,000,000) per occurrence for WORK involving the provision of professional services; and
- (h) Insurance for the full replacement value of the GOODS to cover against all risks of loss or damage to the GOODS from the date of the ORDER until DELIVERY.
- 23.2 These limits are minimum insurance requirements and are not the limits of liability assumed by the CONTRACTOR under the ORDER.
- 23.3 The CONTRACTOR shall ensure that all such insurances other than those referred to in Clause 23.1(a) above shall include the PURCHASER GROUP as additional assured and that all insurances waive all rights of recourse, including subrogation, against the PURCHASER GROUP.
- 23.4 All such insurances shall be primary for all co-insured parties and other insurances carried by any member of the PURCHASER GROUP shall not be called upon to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.
- 23.5 All deductibles applicable to the CONTRACTOR'S insurances shall be for the account of the CONTRACTOR.
- 23.6 Should the CONTRACTOR at any time neglect or refuse to provide any of the insurances described in this Clause 23 or should such insurance be cancelled or terminated or substantially reduced, the COMPANY, on behalf of the PURCHASER, shall have the right to procure the same and the cost thereof shall be deducted from sums due or thereafter becoming due to the CONTRACTOR.
- 23.7 The CONTRACTOR shall ensure that each of its SUBCONTRACTORS is properly insured for its liabilities. Any deficiency in the coverage, amounts, policy limits or provisions of

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- any of its SUBCONTRACTOR's insurance shall be the sole responsibility of the CONTRACTOR.
- 23.8 The CONTRACTOR shall promptly notify its insurers and the COMPANY in writing of any CLAIMS made or legal proceedings commenced arising out of the performance of the WORK.
- 23.9 The CONTRACTOR shall indemnify, defend and hold harmless the PURCHASER GROUP against all CLAIMS arising out of or in connection with the CONTRACTOR's failure to comply with the provisions of this Clause 23.
- 24. TITLE ON DOCUMENTS AND ITEMS** 25.2
- 24.1 **COMPANY supplied items**
All materials, equipment, tools, drawings, specifications, data and documents supplied by the COMPANY and/or by the PURCHASER ("COMPANY MATERIALS") and all rights in the COMPANY MATERIALS shall remain the exclusive property of COMPANY or the PURCHASER as the case may be. The CONTRACTOR shall keep the COMPANY MATERIALS in safe custody at its own risk, maintain them in good condition, not dispose or use the same other than in accordance with the COMPANY's written instructions or APPROVAL and shall return them to COMPANY or the PURCHASER as soon as they are no longer necessary for the manufacture of the GOODS or performance of the SERVICES and at the latest, prior to DELIVERY or the SERVICES having been completed in accordance with the ORDER, as applicable.
- 24.2 **PURCHASER's title**
Title, right and interest in the GOODS manufactured by the CONTRACTOR and/or, reports, studies, documents, specifications, drawings, software developments and source codes supplied or prepared by the CONTRACTOR for the purposes of the ORDER (together with the copyright, design rights or any other intellectual property rights in the drawing or specification or arising therefrom) shall be the exclusive property of the PURCHASER and shall be vested in the PURCHASER as soon as they become identifiable as being manufactured for, or to be supplied to the COMPANY, or upon payment by the COMPANY for same, whichever is the sooner. The CONTRACTOR undertakes to sign such documentation and take such action (if any) as may be reasonably requested by the COMPANY to vest any such intellectual property rights in the PURCHASER. The CONTRACTOR shall not disclose to any THIRD PARTY or use any such drawing or specification except as required for the purpose of carrying out its obligations under the ORDER. Notwithstanding the foregoing provision all such GOODS, reports, studies, documents, drawings, software developments and source codes shall remain at the sole risk of the CONTRACTOR until DELIVERY has been completed and/or the completion of the SERVICES, as applicable.
- 24.3 **Patents**
The PURCHASER shall have the sole right to seek patents for any invention, article, process or document arising out of the ORDER. The title to, copyright in, right of access to, possession and use of all such things created under or arising out of the ORDER shall vest in the PURCHASER with effect from the date of commencement of the ORDER or creation of the invention, article, process or document as applicable.
- 25. COMPANY SUPPLIED INFORMATION**
- 25.1 The CONTRACTOR undertakes to the PURCHASER that it shall exercise prudence and diligence in checking and verifying information and particulars supplied by the COMPANY or by the PURCHASER. Should the CONTRACTOR discover any discrepancies, ambiguities or inaccuracies in such information and particulars, it shall inform the COMPANY in writing, failing which any work performed in relation to the WORK shall be at the CONTRACTOR's own risk, cost and expense.
- 26. CONFIDENTIALITY**
- 26.1 Subject to Clause 26.2, the CONTRACTOR undertakes to the COMPANY and the PURCHASER that it shall keep confidential and shall not disclose and shall use only for the purpose of the ORDER any CONFIDENTIAL INFORMATION.
- 26.2 The obligations of confidentiality under this Clause 26 shall not apply to any CONFIDENTIAL INFORMATION which the CONTRACTOR can prove:
- (a) was already known to it prior to its receipt from a member of the PURCHASER GROUP;
 - (b) was subsequently disclosed to it lawfully by a THIRD PARTY who did not obtain the same (whether directly or indirectly) from a member of the PURCHASER GROUP;
 - (c) was in the public domain at the time of receipt by the CONTRACTOR or has subsequently entered the public domain other than by reason of the breach of the provisions of this Clause 26 or of any of the obligations of confidence owed to the PURCHASER or the COMPANY by the CONTRACTOR or by any of the persons listed in Clause 26.3;
 - (d) is independently developed by the CONTRACTOR without using or referring to CONFIDENTIAL INFORMATION;
 - (e) is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction.
- 26.3 Notwithstanding the provisions of Clause 26.1, the CONTRACTOR may disclose such CONFIDENTIAL INFORMATION to its SUBCONTRACTORS, its and their AFFILIATES and to its and their respective directors, employees or agents and to the CONTRACTOR'S insurers and insurance brokers who need such CONFIDENTIAL INFORMATION for the purpose of enabling the CONTRACTOR to perform any of its respective obligations or to exercise any of its respective rights under the ORDER, provided that the CONTRACTOR shall procure that the recipient keeps such CONFIDENTIAL INFORMATION confidential and does not disclose it for any other purpose.
- 26.4 The provisions of this Clause 26 shall survive termination or expiration of the ORDER.
- 27. TERMINATION**
- 27.1 The COMPANY may terminate the ORDER or any part thereof at any time for its sole convenience by giving written notice to the CONTRACTOR, whereupon the CONTRACTOR shall discontinue all work on the ORDER. If such event occurs then the PURCHASER shall be entitled to possession of all property to which it has title, and the COMPANY shall compensate the CONTRACTOR for the WORK so far completed in accordance with the ORDER (and in respect of which the PURCHASER has title) plus all fair and reasonable costs and expenses which the CONTRACTOR has irrevocably but properly committed and which have received the COMPANY's prior APPROVAL. In no event shall such compensation exceed the CONTRACT PRICE.
- 27.2 In the event that the CONTRACTOR:
- (a) commits a breach of any of the provisions of the ORDER, and in the case of such breach which is capable of remedy, fails to remedy the same within such reasonable period as determined by the COMPANY (taking account of the PURCHASER's operational requirements) after receipt by the CONTRACTOR of a notice from the COMPANY giving details of the breach and requiring the CONTRACTOR to remedy such breach; or
 - (b) makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any event occurs, or proceeding is taken with respect to the CONTRACTOR in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events
- then the CONTRACTOR shall be deemed to be in material breach and the COMPANY shall be entitled to terminate the ORDER or any part thereof by written notice to the CONTRACTOR at any time.
- 27.3 In the event of termination pursuant to Clause 27.2, the COMPANY on behalf of the PURCHASER, shall be entitled to either have the WORK carried out by others or completed by others at the CONTRACTOR's work place, or have the WORK removed from the CONTRACTOR's work place and carried out or completed by others, or refuse to accept delivery, and, if appropriate, return any part of the WORK already delivered. Further, the PURCHASER shall be entitled to possession of all property to which it has title and wishes to obtain, and the CONTRACTOR shall be entitled to receive the amount of money then due under the ORDER less any additional sums that the COMPANY, on behalf of the PURCHASER, and/or the PURCHASER may incur as a result of having the WORK satisfactorily carried out or completed by others, and the CONTRACTOR shall reimburse the COMPANY for any sums already paid related to any WORK refused or returned by COMPANY, on behalf of the PURCHASER, to the CONTRACTOR plus all the associated costs incurred by the COMPANY.
- 27.4 The CONTRACTOR shall assume all liability for all CLAIMS directly attributable or related to a breach by the CONTRACTOR as described in Clause 27.2.
- 27.5 Unless otherwise agreed herein, termination of the ORDER shall not affect any of the PARTIES' rights and remedies that have accrued at termination. Clauses which expressly or by implication survive termination of the ORDER shall continue in full force and effect.
- 28. FORCE MAJEURE**
- 28.1 Neither the PURCHASER GROUP nor the CONTRACTOR shall be responsible for any failure to fulfil any term or condition of the ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by an event of FORCE MAJEURE which has been notified in accordance with this Clause 28.
- 28.2 In the event of a FORCE MAJEURE occurrence, the PARTY that is or may be delayed in performing the ORDER shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 28.3 Save as otherwise expressly provided in the ORDER, no payments of whatever nature shall be made in respect of an event of FORCE MAJEURE.
- 29. SUSPENSION**
- 29.1 If the CONTRACTOR fails to comply with the ORDER after receipt of a notice from the COMPANY concerning a fault or deficiency of the CONTRACTOR in the provision of the WORK, the COMPANY, on behalf of the PURCHASER, shall have the right at any time and at its sole option, to order the CONTRACTOR to suspend the WORK, or any part thereof, until such time as the CONTRACTOR has remedied the fault or deficiency or until all measures the CONTRACTOR intends to implement to remedy such fault or deficiency have been APPROVED, and the CONTRACTOR shall immediately suspend the WORK as instructed by the COMPANY. The CONTRACTOR shall promptly resume performance of suspended WORK upon receipt of notice to continue from the COMPANY and to the extent required therein. The CONTRACTOR shall not be entitled to any additional compensation regardless of costs, expenses and delays incurred by the CONTRACTOR in remedying such fault or deficiency and/or due to suspension of the WORK. Such suspension shall not relieve the CONTRACTOR from any of its obligations under the ORDER.
- 29.2 The COMPANY, on behalf of the PURCHASER, shall be entitled to suspend the WORK or any part thereof by written notice to the CONTRACTOR at any time for the sole convenience of the PURCHASER, and the CONTRACTOR shall immediately suspend the WORK as instructed by the COMPANY. The CONTRACTOR shall promptly resume performance of suspended WORK upon receipt of notice to continue from the COMPANY and to the extent required therein.
- 30. SUBCONTRACTORS**
- 30.1 The CONTRACTOR shall not subcontract the whole of the WORK. The CONTRACTOR shall not subcontract any part of the WORK without the prior APPROVAL of the COMPANY. Notwithstanding the foregoing, provided that the COMPANY is notified prior to commencement of the ORDER, no consent shall be required where the CONTRACTOR customarily orders components or parts for incorporation into any GOODS from a SUBCONTRACTOR.

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- 30.2 Before entering into any SUBCONTRACT, the COMPANY shall be given an adequate opportunity to review the form of SUBCONTRACT, the choice of SUBCONTRACTOR, the part of the WORK included in the SUBCONTRACT and any other relevant details requested by the COMPANY.
- 30.3 No SUBCONTRACT shall bind or purport to bind the any member of the PURCHASER GROUP. Nevertheless the CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of the ORDER in so far as they apply to the SUBCONTRACT.
- 30.4 Each SUBCONTRACT shall expressly provide for the CONTRACTOR's unconditional right of assignment or novation of the SUBCONTRACT to the COMPANY in the event that the COMPANY terminates the ORDER or the WORK.
- 30.5 The CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they were work, acts, omissions or defaults of the CONTRACTOR.
- 31. CORPORATE RESPONSIBILITY, BUSINESS ETHICS AND HSEQ**
- 31.1 Generally, and without prejudice to any higher standard which is applicable, the CONTRACTOR agrees to comply with the COMPANY's PROCUREMENT AND CORPORATE RESPONSIBILITY POLICY FOR SUPPLIERS.
- 31.2 The CONTRACTOR will allow the COMPANY or its advisers reasonable access to the CONTRACTOR's premises, employees and information in order to check if the CONTRACTOR is complying with the COMPANY's PROCUREMENT AND CORPORATE RESPONSIBILITY POLICY FOR SUPPLIERS.
- 31.3 The CONTRACTOR agrees to comply with the COMPANY'S BUSINESS PRINCIPLES and the COMPANY'S ANTI-CORRUPTION POLICY. The CONTRACTOR fully accepts that the observance by it of the COMPANY'S BUSINESS PRINCIPLES and the compliance by it with the COMPANY'S ANTI-CORRUPTION POLICY when doing business with the COMPANY is a condition for the COMPANY and the CONTRACTOR commits therefore not to violate any of the COMPANY'S BUSINESS PRINCIPLES or to fail to comply with the COMPANY'S ANTI-CORRUPTION POLICY when performing work in connection with the ORDER.
- 31.4 Generally, and without prejudice to any higher standard which is applicable, the CONTRACTOR agrees to comply with the COMPANY'S HSEQ REQUIREMENTS.
- 32. INDEPENDENCE OF CONTRACTOR**
- The CONTRACTOR shall manage, control and direct the WORK as an independent contractor in due compliance with the provisions of the ORDER. The CONTRACTOR warrants and represents that it is acting as an independent contractor and neither the CONTRACTOR nor any of its employees or personnel shall be the employees, agents or servants of the COMPANY or the PURCHASER.
- 33. STATUS OF COMPANY**
- 33.1 COMPANY enters into the ORDER as agent for and on behalf of the PURCHASER.
- 33.2 Notwithstanding the terms of Clause 33.1:
- (a) The CONTRACTOR agrees to look only to the COMPANY for the due performance of the ORDER and nothing contained in the ORDER will impose any liability upon, or entitle the CONTRACTOR to commence any proceedings against any member of the PURCHASER GROUP other than the COMPANY; and
- (b) The COMPANY is entitled to enforce the ORDER on behalf of the PURCHASER. For that purpose the COMPANY may commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any CLAIM which the PURCHASER may have against the CONTRACTOR; and
- (c) All losses, damages, costs (including legal costs) and expenses recoverable by the COMPANY pursuant to the ORDER or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the PURCHASER, the COMPANY and its and their respective AFFILIATES except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to the COMPANY or the CONTRACTOR under the ORDER.
- 34. GENERAL LEGAL PROVISIONS**
- 34.1 Entire Agreement**
- The ORDER embodies the entire agreement between the PARTIES with respect to the performance of the WORK and supersedes all prior oral and written understandings, agreements, qualifications and representations made between the PARTIES prior to the execution hereof. Any conditions of contract arising from the CONTRACTOR ("CONTRACTOR CONDITIONS") which are included with any acknowledgement of order or invoice or other documentation shall be expressly excluded from the ORDER, shall not be deemed to become part of the ORDER by virtue of the COMPANY'S or the PURCHASER'S acceptance of the WORK, payment of invoice(s) or otherwise and the CONTRACTOR waives any right which it otherwise might have to rely on such CONTRACTOR CONDITIONS.
- 34.2 Invalidity**
- If and for as long as any provision of the ORDER shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of the ORDER except only so far as shall be necessary to give effect to the construction of such invalidity, and in such a case any such invalid provision shall be deemed severed from the ORDER without affecting in any way the validity of the balance of the ORDER.
- 34.3 Waiver**
- A waiver of any right under the ORDER is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by

- a PARTY in exercising any right or remedy under the ORDER or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- 34.4 Survival of Clauses**
- Termination of the ORDER and/or the COMPANY's or the PURCHASER'S acceptance of WORK or any part thereof shall not release the PARTIES from obligations which expressly or by their nature survive the ORDER or extend beyond termination of the ORDER and any acceptance of the WORK.
- 34.5 Notices**
- All notices and other communications to be given under the ORDER shall be in writing and delivered to the other PARTY at its registered office or such other address as may be notified in writing to the PARTY giving the notice.
- 35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- 35.1 The PARTIES agree that The Contracts (Rights of Third Parties) Act 1999 (the "ACT") shall apply to the ORDER only in respect of any relief from liability, hold harmless, indemnity or benefit created in favour of (i) those members of the PURCHASER GROUP (other than the COMPANY) and (ii) those members of the CONTRACTOR GROUP (other than the CONTRACTOR).
- 35.2 Subject to Clause 35.1 above, the PARTIES intend that no provision of the ORDER shall confer any benefit, nor be enforceable by any PERSON who is not a party by virtue of the ACT.
- 35.3 Notwithstanding the foregoing, the ORDER may be rescinded, amended or varied by the PARTIES without notice to or the consent of any of said members even if, as a result, any of said members' right to enforce a term of the ORDER may be varied or extinguished.
- 35.4 In enforcing any right to which it is entitled by virtue of the ACT and the provisions of the ORDER, the remedies of any of those members referred to in sub Clause 35.1 above shall be limited to damages.
- 35.5 Any of those members of referred to in Clause 35.1 above shall not be entitled to assign any benefit or right conferred on it under the ORDER by virtue of the ACT.
- 35.6 The rights mentioned in Clause 35.1 shall be subject to the following:
- (a) any CLAIM or reliance on any term of the ORDER by those members referred to in Clause 35.1 shall be notified in writing in accordance with the requirements of Clause 34.5 by such member as soon as such member becomes aware that an event is likely to give rise to such a CLAIM and such notification shall contain the following information as a minimum:
- (i) details of the occurrence giving rise to the CLAIM ; and
- (ii) the right relied upon by the member under the ORDER.
- (b) the provisions of Clause 39 shall apply in respect of any CLAIM by a member.
- (c) the member's written agreement to submit irrevocably to the exclusive jurisdiction of the English Courts in respect of all matters relating to such rights.
- 36. ASSIGNMENT**
- 36.1 Assignment of ORDER by COMPANY**
- The COMPANY may assign or transfer any of its rights and/or obligations under the ORDER insofar as it relates to the whole or any part of the WORK to any AFFILIATE of the COMPANY or to a CO-VENTURER without the consent of the CONTRACTOR. In addition the COMPANY may make any such assignment or transfer to any other THIRD PARTY but only with the prior agreement of the CONTRACTOR which shall not be unreasonably withheld or delayed.
- 36.2 Procedure for assignment**
- The CONTRACTOR undertakes that, in the event of any assignment described above, it will execute without delay a formal assignment of interest in the ORDER to the relevant party, to be effective upon the written assumption by the assignee of all obligations of the COMPANY under the ORDER.
- 36.3 Assignment of ORDER by CONTRACTOR**
- Unless with APPROVAL, the CONTRACTOR shall not assign the ORDER nor transfer any part of it, nor any benefit, interest, right or obligations therein nor payment due thereunder.
- 37. CHANGES TO THIS ORDER**
- Any amendment to the ORDER shall only be effective when agreed in writing and signed by the authorised signatories of both PARTIES.
- 38. VESSEL ASSURANCE**
- With respect to the provision of marine vessels, craft or floating equipment for the performance of SERVICES, the CONTRACTOR shall ensure compliance with the PURCHASER'S vessel assurance policy, which is available upon request.
- 39. GOVERNING LAW**
- The ORDER, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual rights and obligations) shall be governed by and construed in accordance with the laws of England and Wales and the PARTIES irrevocably submit to the exclusive jurisdiction of the English courts.
- 40. AGENT FOR SERVICE**
- In the event that the CONTRACTOR does not have an office within the jurisdiction of the courts of England and Wales then the CONTRACTOR shall, promptly upon request by the COMPANY, irrevocably appoint a person (notified to the COMPANY) as its agent for the service of proceedings in England and Wales in connection with this ORDER, and service upon such agent is deemed to be service on the CONTRACTOR whether or not forwarded to or received by the CONTRACTOR.

Spirit Energy
General Terms and Conditions (UK)
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40. DATA PROTECTION

40.1 For the purposes of this clause:

- (a) the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the meaning given to those terms in the Data Protection Act 1998, and "Process" and "Processed" shall be construed accordingly;
- (b) "Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the Data Protection Act 1998; and
- (c) "Regulator" means the UK Information Commissioner (including any successor or replacement).

40.2 To the extent that the CONTRACTOR is acting as Data Processor for and on behalf of the PURCHASER in relation to Processing that it is carrying out arising out of, or in connection with, the provision of WORK, it shall:

40.2.1 comply with the obligations imposed on the PURCHASER by the seventh data protection principle in the Data Protection Act 1998, namely:

- (a) maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the PURCHASER by the seventh data protection principle and take reasonable steps to ensure the reliability of any personnel of the CONTRACTOR who have access to Personal Data;
- (b) only process Personal Data for and on behalf of the PURCHASER for the purpose of performing the WORK and in accordance with this ORDER (and where necessary only on instructions from the PURCHASER to ensure compliance with the Data Protection Laws); and
- (c) allow representatives of the PURCHASER to audit the CONTRACTOR's compliance with the requirements of this Clause 40.2 on reasonable notice and/or, at the option of the PURCHASER on request to provide the PURCHASER with evidence of its compliance with such requirements;

40.2.2 not transfer any Personal Data outside the European Economic Area without the PURCHASER's prior written consent and procuring compliance with the eighth data protection principle in the Data Protection Act 1998;

40.2.3 on expiry or termination of this ORDER, howsoever caused, the CONTRACTOR shall immediately cease Processing the Personal Data and, at the PURCHASER's option or direction, arrange for the prompt and safe return and/or secure and permanent destruction of all Personal Data, together with all copies in its possession or control and, where requested by the PURCHASER, certify that such destruction has taken place. The provisions of this Clause 40.2.3 shall survive termination of this ORDER;

40.2.4 promptly, and in any event within twenty-four (24) hours, notify the PURCHASER about any actual or suspected breach of Clause 40.2.1 and shall:

- (a) implement any measures necessary to restore the security of compromised Personal Data; and
- (b) support the PURCHASER to make any required notifications to the Regulator and affected Data Subjects.

40.3 The CONTRACTOR shall indemnify on demand and keep indemnified the PURCHASER from and against any and all losses which the PURCHASER may suffer or incur (directly or indirectly) in relation to the CONTRACTOR's failure to comply with its obligations under this Clause 40. Nothing in this ORDER shall exclude or limit a party's liability under this Clause 40.

Appendix 1

1.1 Control of Risks

The CONTRACTOR shall employ risk reduction measures or controls where necessary to reduce the risks to personnel, the environment and assets to as low as is reasonably practicable (ALARP). All of the recommended controls must be in place prior to work commencing.

1.2 Training and Competence

All CONTRACTOR / SUBCONTRACTOR personnel must be fully and demonstrably trained, competent and currently qualified for the job in accordance with regulatory and industry standards and as specified in this ORDER. Evidence of such may be requested.

1.3 Housekeeping

The CONTRACTOR and SUBCONTRACTOR personnel shall ensure that workplaces are kept clean and tidy and report any unsafe conditions or workplace hazards.

1.4 Health and Welfare

CONTRACTOR shall comply with all APPLICABLE LAWS and or any COMPANY and/or PURCHASER procedure for the control and recording of hours worked by individual persons. The CONTRACTOR shall ensure as required that all CONTRACTOR / SUBCONTRACTOR personnel are physically, medically and mentally fit for the job to be undertaken.

1.5 Alcohol and Narcotics

The CONTRACTOR is responsible for ensuring that CONTRACTOR personnel whilst engaged in the performance of the ORDER are not at any time in possession of, do not take and are not under the influence of any intoxicating substance, or alcohol, or drug. These requirements do not apply in whole or in part in the case of bona fide medical reasons.

The COMPANY reserves the right, where regulated by APPLICABLE LAWS to have an independent party carry out random testing for substance abuse or where there are reasonable grounds to suspect that this represents a serious threat to safety, or has been a causal factor in an accident or incident.

1.6 Food Hygiene

The CONTRACTOR shall ensure that any persons who work in the preparation or handling of food complete an initial general medical examination, regular job specific medical screenings and other evaluations as deemed necessary, or as instructed to meet the requirements of all APPLICABLE LAWS.

1.7 Personal Protective Clothing and Equipment

The CONTRACTOR shall, at its own expense provide its personnel and those of sub contractors with all personal protective clothing and equipment required at the location where the WORK is being performed, as identified through a suitable and sufficient risk assessment and as required by legislative and regulatory requirements or advised by the COMPANY.

1.8 Tools, Plant and Equipment

Where the CONTRACTOR supplies tools, plant and / or equipment, the CONTRACTOR shall ensure that it is compliant with any relevant legislation and regulatory / industry guidance.

1.9 Incidents, accidents and near miss notification and reporting

The CONTRACTOR shall notify the COMPANY as soon as is reasonable of any event occurring in connection with the WORK which could have caused, has caused, or could in the future cause: injury or illness, negative impact to the environment, damage to assets, damage to relations with local communities or a breach of regulations or permit agreements.

The CONTRACTOR shall fully investigate such events so as to identify root causes and shall identify actions to prevent recurrence. The COMPANY reserves the right to conduct its own investigation of such events.

1.10 Contractor Supplied Chemicals

The CONTRACTOR shall ensure that any CONTRACTOR or SUBCONTRACTOR supplied chemicals shall meet with all requirements imposed by APPLICABLE LAWS.

1.11 Monitoring and Supervision

The CONTRACTOR shall have in place sufficient means of supervision and a system of monitoring the WORK on a routine basis to check the quality of the WORK and compliance with the requirements of this ORDER.

1.12 Combined Exercises

The CONTRACTOR may from time to time be required to participate in joint emergency exercises with the COMPANY and/or PURCHASER.