

## 1. Definitions

- 1.1 “Affiliates” means any holding company or subsidiary of any company or any other subsidiary of such holding company. For the purposes of this definition, “holding company” and “subsidiary” means a holding company or a subsidiary (as the case may be) as defined in section 1159 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) 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) by way of security or in connection with the taking or security or (b) its nominee
- 1.2 “Claims” means all claims, debts, judgments, awards, remedies, losses, liabilities, damages, costs and expenses (including, but not limited to, legal costs and expenses), fines and liabilities
- 1.3 “Company” means the Party named as such in the Purchase Order
- 1.4 “Company Group” means Company, Company’s client, its and their subcontractors of any tier, its and their Affiliates, its and their respective directors, officers and employees (including, but not limited to, agency personnel) but shall not include any member of the Contractor Group
- 1.5 “Contract” means the Contract between the Company and Supplier for the performance of the Work as formed by any special terms set out in the Purchase Order and the General Terms and Conditions of Purchase contained herein
- 1.6 “Consequential Loss” means  
(a) consequential or indirect loss under applicable 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) above  
regardless of whether or not such loss was reasonably foreseeable at the time the Contract was entered into
- 1.7 “Delivery” has the meaning set out in Clause 3
- 1.8 “Delivery Date” means the date specified on the Purchase Order or as otherwise agreed in writing between the Parties
- 1.9 “Force Majeure” means any event outwith the control of the Party affected (other than a shortage or lack of money) provided that such Party could not have reasonably foreseen the occurrence of such an event at the time the Contract was entered into and the event is not due to the fault or negligence of the Party seeking to rely on it
- 1.10 “Guarantee Period” means the period of eighteen (18) months after the Work was first put into use by the Company for its intended purpose or the period of twenty four (24) months from the Delivery Date, whichever is the later
- 1.11 “Pollution” means any liquid or non-liquid pollutant, containment of whatsoever nature including well production, crude oil, waste, fuel, lubricants and grease – to be removed if pollution liability clause not included
- 1.12 “Purchase Order” means the Purchase Order issued by the Company to the Supplier subject to the terms and conditions contained therein together with any documents described or reference to therein or issued by the Company to the Supplier
- 1.13 “Purchase Price” means the total compensation payable to the Supplier for the Work as specified in the Purchase Order or as otherwise agreed in writing between the Parties
- 1.14 “Supplier” means the Party named as such in the Purchase Order
- 1.15 “Supplier Group” means the Supplier, its and their subcontractors of any tier, its and their Affiliates, its and their respective directors, officers and employees (including, but not limited to, agency personnel) but shall not include any member of the Company Group
- 1.16 “Variation Order” means such written order issued by the Company to the Supplier in accordance with Clause 7.1
- 1.17 “Work” means all the Supplier is required to perform or deliver under the applicable Purchase Order or as requested by the Company at any time during the Purchase Order

## 2. Acceptance

- 2.1 The Contract shall become binding between the Company on the Supplier returning a signed copy of the Purchase Order, acknowledgement of receipt of the Purchase Order by the Supplier or on commencement by the Supplier of any of the Work required under the Purchase Order, whichever is the earlier
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### **3. Delivery**

- 3.1 Delivery shall be made in accordance with the applicable Purchase Order to the address and on the date specified or to the date and to the address requested by the Company. Should the Supplier fail to deliver on the Delivery Date the Company shall be entitled to claim liquidated damages as per Clause 5.8
- 3.2 All costs relating to delivery, customs, insurance, packaging and associated documentation and certification shall be the responsibility of the Supplier
- 3.3 The Supplier shall be responsible for ensuring that the Work has the correct Purchase Order number, item number, manufacturer's part number and accompanying certification and documentation as well as being included under cover of a packing list detailing the applicable Purchase Order number and a brief description of the items contained therein. All corrodible parts must be adequately protected prior to packing
- 3.4 Where the Work is ordered to a particular specification or code, the Supplier is required to provide all documentation required to demonstrate adherence to the requirements of the specification or code at no additional cost to the Company

### **4. Amendments**

- 4.1 Only amendments or alterations to the Contract which are reduced to writing and validly executed by both Parties shall be binding

### **5. Performance of the Work**

- 5.1 The Supplier is required to perform the Work in a professional and careful manner applying the standards of a reputable and professional Supplier of which the Company shall be the sole judge
  - 5.2 The Supplier shall be deemed to have satisfied itself before entering into the Contract as to the extent and nature of the Work required including, but not limited to, the Work, personnel, materials and equipment, plant, consumables and facilities required for the Work, correctness and sufficiency of the rates and prices contained within the Purchase Order and all other matters that could potentially affect the progress or performance of the Work. Any failure by the Supplier to take account of matters that could or could reasonably affect the progress of the Work will not relieve the Supplier from any of its obligations under the Contract
  - 5.3 The Supplier shall examine any documents or information provided by the Company for any defects, discrepancies and inconsistencies contained therein and notify the Company immediately of any such issue(s) identified. The Company and the Supplier shall then discuss and agree on a way forward to remedy the issue(s) identified. The Company shall have no liability to the Supplier nor will the Supplier be entitled to claim any additional remuneration or time as a result of additional cost(s) or delays incurred by the Supplier as a result of a failure by it to identify and notify the Company of any such issue(s)
  - 5.4 Supplier shall not subcontract all or any parts of the Work without prior approval from the Company. The Company reserves the right to request copies of any subcontracts from the Supplier and the Supplier is required to ensure that any subcontracts issued in relation to the Work contain like provisions to the Purchase Order or Contract. The Supplier remains as fully responsible for all work, acts, omissions or defaults on the part of a Subcontractor as if they were the work, act, omission or default on the part of the Supplier itself
  - 5.5 Supplier shall perform all inspections and tests required by the Purchase Order or by the Company or its' or the Company's Quality Assurance System. Such inspection or testing shall be to the Supplier's sole cost and account and the Supplier is required to provide the Company with copies of all documentation produced and certificates issued. The Company or its nominated representative shall have the right to inspect and test the Work or part thereof at any time and the Supplier shall be required to provide the Company or its Supplier representative access to the site where the Work is being performed. The Supplier is required to provide the Company with reasonable advance notice of any testing or inspection to be performed in relation to the Work or as per such notice period as may be contained in the Purchase Order
  - 5.6 The Company reserves the right to instruct the Supplier to carry out additional testing and inspection work and the cost of such additional testing or inspection work shall be to the Company's account unless such activities are required due to defective performance by the Supplier or such testing or inspection reveals a defect in the Work
  - 5.7 Any inspections and tests by the Supplier do not in any way reduce or otherwise affect the liabilities and obligations of the Supplier under the Purchase Order
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- 5.8 Where Work is delayed beyond the Delivery Date the Supplier shall be responsible to the Company for liquidated damages accruing at a rate of zero point five percent (0.5%) per day of delay up to a maximum of ten percent (10%) of the applicable Purchase Order value. The Company shall be entitled to terminate the Purchase Order and seek performance from a third party in the event that the maximum cap of liquidated damages under this Clause 5.8 is reached. All amounts of such liquidated damages for which the Supplier may become liable are agreed as a genuine pre-estimated of the losses which may be sustained by the Company in the event the Supplier fails in its respective obligations and are not a penalty
- 5.9 The Supplier shall notify the Company in writing immediately if it becomes aware or should reasonably be aware that the Work or any part thereof may not be delivered on or before the Delivery Date. The Supplier shall also provide details on the cause and effect of the delay and any proposed actions to avoid, mitigate or recover the delay. If such actions are not considered adequate by the Company it can require the Supplier to take such actions it considers necessary to ensure delivery on the Delivery Date or arrange performance of the Work by a third party and recover all costs and expenses it incurs as a result from the Supplier
- 5.10 The Company shall be entitled to reject the Work where it does not comply with the requirements of the Purchase Order. The Company can order the Supplier to repair, replace or otherwise correct defective performance of the Work by the date specified by the Company at the Supplier's sole cost and expense. If the Supplier fails to or is unable to carry out corrective Work within the period required by the Company the Company may terminate the Purchase Order and seek performance from a third party and recover all costs and expenses it incurs from the Supplier

## **6. Offshore Transportation**

- 6.1 Where the Work is to be performed offshore, the Company shall provide all routine and medi - vac transportation for Supplier provided personnel and transportation for Supplier provided equipment and material which are capable of transportation by helicopter or supply boat between the Company designated heliport and supply base as specified in the Purchase Order or as notified by the Company to the Supplier
- 6.2 The costs of any non – routine transportation required or requested by the Supplier may, at the sole discretion of the Company, be recovered from the Supplier

## **7. Title and Risk**

- 7.1 Title in the Work passes to the Company progressively as the Work is performed. Risk in the Work passes to the Company from time to time when Delivery is accepted by it and completed in accordance with the requirements of the Purchase Order or as otherwise notified by the Company to the Supplier at any time and as per Clause 3 or the applicable Purchase Order
- 7.2 All equipment, material and supplies provided by the Supplier for incorporation into the Work or the outputs or deliverables of the Work become Company property on delivery to the worksite or payment by the Company, whichever is the earlier
- 7.3 The Supplier must ensure all Supplier provided items, the Work, outputs of the Work and any Company items in possession of the Supplier are free from all liens and retention of title claims by any third party
- 7.4 Any Company property including, but not limited to, equipment and materials are not to be used for any purpose other than the Work

## **8. Variations**

- 8.1 The Company reserves the right to issue a Variation to the Supplier at any time which may include an increase or decrease in the quantity, character, kind or execution of the Work or part thereof
- 8.2 Supplier shall without undue delay submit a written cost estimate together with an indication of the other consequences the Variation Order may have on performance of the Work. Variation shall not begin until the Company has issued a Variation Order. On receipt of a Variation Order the Supplier shall implement it without undue delay even if the effect of the Variation Order on the Purchase Order has not been fully agreed
- 8.3 Compensation for variation work shall be determined in accordance with the following:
- (a) utilising rates for the Work stated in the Purchase Order or as agreed between the parties;
  - or
  - (b) where comparable rates have not been agreed compensation shall be agreed between the parties reflecting the general level of pricing in the Purchase Order

## **9. Termination**

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- 9.1 The Contract may be terminated on the occurrence of:
- (a) breach of a term of the Purchase Order by the Supplier or the Company becomes dissatisfied with the performance or progress of the Work and the Supplier fails to adequately remedy the default within seven (7) working days of being notified of it by the Company
  - (b) in respect of the Supplier, in the event:
    - (i) an order is made, or a meeting is called to pass a resolution for the winding up (except for the purposes of amalgamation or reconstruction), administration, appointment of a receiver or similar procedure; or
    - (ii) a receiver, administrative receiver, administrator, provisional liquidator, liquidator or similar official is appointed or notice of the proposed appointment of any of the foregoing is given to any Party; or
    - (iii) a voluntary arrangement or scheme of arrangement is proposed or negotiations are commenced or a composition, compromise, assignment or arrangement is entered into with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); or
    - (iv) any equivalent act or thing is done or suffered under any applicable or analogous law in any jurisdiction
  - (a) in the case of a constructive, arranged or actual loss by the Company of any of its drilling units under its control or ownership during the Purchase Order
  - (b) on the occurrence of a Force Majeure event as per Clause 14 where either Party is prevented from performing its obligations for a period of sixty (60) consecutive calendar days or more
  - (c) in the event of a dispute between the Supplier and its personnel or any Subcontractor and its personnel which does or will seriously affect or hamper the progress of the Work and this dispute has continued for a period of seven (7) consecutive calendar days or more
  - (d) in the event of termination of Contract between the Company and its end client
- 9.2 Unless otherwise provided the Supplier will only be entitled to remuneration for Work properly performed up to and including the date of termination together with actual reasonably, properly incurred and unavoidable expenses for termination under Clauses 9.1(a) and 9.1(d). Such remuneration shall be capped at one hundred percent (100%) of the applicable Purchase Order value
- 9.3 Unless otherwise agreed the Company shall be entitled to claim from the Supplier for direct and properly incurred costs and expenses it incurs as a result of termination under Clauses 9.1(a) and 9.1(c) above and the Company shall be entitled to perform or cause to be performed by a third party the Supplier's obligations in default and all associated costs and expenses of doing so will be recoverable from the Supplier by the Company under the terms of the Contract or at law, including, but not limited to, deduction by the Company of such costs and expenses from any sums due or may become due to the Supplier under the applicable Purchase Order
- 9.4 Either Party has the right to terminate the Contract for its own convenience at any time by giving the other Party at least thirty (30) days prior written notice. In the event of termination by the Supplier the Contract shall continue in full force and effect until any existing Purchase Order(s) in progress at the date of termination is fully completed under the terms of the Contract. In the event of termination by the Company under this Clause 9.4 the Supplier shall only be entitled to reimbursement for work properly performed up to and including the date of termination together with reasonable and properly incurred costs and expenses incurred by it as a result of such termination. Such claim by the Supplier shall not exceed one hundred percent (100%) of the value of the Purchase Order. In the event of termination by the Supplier under Clause 9.4 the Company shall be entitled to recover all costs and expenses it incurs as a result of such termination by the Supplier
- 9.5 If the Company gives the Supplier notice of termination of all or any part of the Work such notice will become effective on the date specified in the notice (or, in the absence of such specified date, then on the date of receipt of the notice) upon which date the Supplier must immediately:
- (a) cease performance of the Work or such part of the Work as specified in the notice
  - (b) allow the Company or its nominee full right of access to take over the Work or relevant part of the Work and all plans, drawings, specifications and all other Company and Supplier property
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- (c) assign to the Company or its nominee all or relevant parts of the rights, titles, liabilities and Subcontracts relating to the Work
- 9.6 Termination of the Contract (whether under this Clause (b) or any other provision of the Contract or Purchase Order) will be without prejudice to any rights or remedies that may have accrued to either Party prior to termination. The Company's rights pursuant to the terms of this Clause (b) or any other provision of the Purchase Order which entitle the Company to terminate the Contract are without prejudice to the Company's right to claim damages according to law or any other remedies available to the Company by virtue of this Contract

## 10. Compensation

- 10.1 The Company shall pay the Supplier the Price contained in the Purchase Order and in accordance with the rates and prices contained within the Purchase Order which shall be fixed and firm and not subject to escalation

## 11. Invoicing and Payment

- 11.1 The Supplier shall invoice the Company on a monthly basis for all Work performed during the course of the preceding month or on complete delivery of the Goods by the Supplier to the Company as per the requirements of Clause 3. Any claim submitted by the Supplier more than sixty (60) days after completion of the Work shall not be accepted by the Company
- 11.2 Invoices must contain the relevant Purchase Order number or Variation Order number and be adequately supported by backup documentation. Where Work is performed on a reimbursable basis the Supplier is required to attach copies of approved timesheets or man hour reports to invoice submissions
- 11.3 Supplier invoices will be paid by the Company within sixty (60) days of receipt of a correctly prepared and adequately supported invoice by it
- 11.4 Payment of an invoice does not constitute approval of the Work by the Company
- 11.5 The Supplier shall be responsible for and shall pay or cause to be paid when due all taxes for which the Supplier is liable by reason of performance of the Work
- 11.6 In commencing Work under a Purchase Order the Supplier confirms that it has in place procedures reasonable to prevent the facilitation of United Kingdom (UK) tax evasion and in relation to Suppliers with a UK connection they have reasonable procedures in place to prevent the facilitation of non-UK tax evasion such that the Supplier is compliant with the requirements of legislation as set out within Part 3 Criminal Finances Act 2007 as is time to time being in force. The Supplier is required to notify the Company in advance of signing the Purchase Order if it does not have such procedures in place. The Company reserves the right to request evidence of the Supplier's compliance with the requirements of this Clause 11.6 as may be necessary for the Company to meet its own obligation(s) under Part 3 Criminal Finances Act 2007 as is time to time being in force. The Company reserves the right, on provision of reasonable notice, to request the Supplier to provide the Company with copies of such information reasonably required by the Company to enable the Company to comply with the requirements of applicable law or any lawful request received by the Company for such information from any Governmental authority having responsibility for the assessment or collection of taxes

## 12. Defects and Guarantee Liabilities

- 12.1 The Supplier guarantees performance of the Work and warrants that the Work will be fit for its ordinary or intended purpose or use as notified to it by the Company. The Guarantee Period continues for a period of eighteen (18) months from the date the Work was accepted or first put into use by the Company for its intended purpose or the period of twenty four (24) months from the Delivery Date, whichever is the later
- 12.2 The Supplier shall be required to rectify any notified defect in the Work without undue delay and such work shall be carried out at its sole cost and expense. Where the Work involves provision of Goods the Supplier will be responsible for collecting the Goods and for all costs and expenses associated with such collection. Where the Supplier is unable to carry out corrective work to the Company's satisfaction the Company is entitled to:
  - (a) terminate the Purchase Order without liability to the Supplier for any costs and expenses it incurs as a result of such termination; or
  - (b) carry out such work itself; or
  - (c) seek performance from a third party and reclaim all costs and expenses it incurs as a result of doing so from the Supplier; or
  - (d) seek to claim damages from the Supplier as per the Contract and/or applicable law

- 12.3 An additional eighteen (18) month Guarantee Period will apply to any Work carried out by the Supplier under Clause 12.2
- 12.4 The Supplier's total liability under this Clause 12 shall not exceed one hundred percent (100%) of the applicable Purchase Order value. For the avoidance of doubt, this limitation does not apply to any other Supplier obligations including, but not limited to, such obligations contained in Clauses 15 and 16 which shall not be so limited

### **13. Breach of Contract**

- 13.1 In the event of breach of any term of a Purchase Order by the Supplier the Company has the option to:
  - (a) cease all payments until the Supplier has fulfilled its obligations; or
  - (b) terminate the Purchase Order with immediate effect where the Supplier is in material breach of its obligations; or
  - (c) claim for losses incurred by it including, but not limited to, costs and expenses incurred by it due to having to seek performance of the Work from a third party

### **14. Force Majeure**

- 14.1 Neither of the Parties shall be deemed to be in material breach to the extent that that Party can demonstrate fulfilment of that obligation has been prevented by the occurrence of a Force Majeure event
- 14.2 Each Party shall be responsible for its own costs during a Force Majeure event
- 14.3 If a Force Majeure event prevents a Party from complying with its obligations for a period of sixty (60) consecutive calendar days or more it is evident that it will do so then the Party will be entitled to cancel the Contract upon provision of written notice to the other and the Supplier will be entitled to remuneration for work properly performed up to and including the date the Force Majeure event occurred up to a maximum of one hundred percent (100%) of the Purchase Order value
- 14.4 For the purposes of this Contract only the following occurrences are deemed to be a Force Majeure event:
  - (a) war, civil war, acts of terrorism or armed conflict
  - (b) nuclear, chemical, biological contamination
  - (c) national strikes or lockouts or other national industrial disputes but excluding any industrial disputes or strikes involving only the workforce of the affected Party or any of its Subcontractors
  - (d) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity
  - (e) changes to applicable legislation preventing execution of the Work in its entirety

### **15. Indemnification and Insurance**

- 15.1 Each Party agrees to release, indemnify, defend and hold the other Party's Group harmless from and against any and all claims, liabilities, damages, losses, judgements, settlements, and expenses and costs related thereto including, but not limited to, court costs and attorneys' fees, arising out of injury or death of the personnel of any member of the indemnifying Party's Group or arising out of the loss of or damage to the property of any member of the indemnifying Party's Group, regardless of cause and even if caused or contributed to by the negligence, fault, strict liability or breach of duty, statutory or otherwise, of the indemnified Party's Group
- 15.2 Each Party agrees to release, indemnify, defend and hold the other Party harmless from and against any and all claims, liabilities, damages, losses, judgements, settlements, and expenses and costs related thereto including, but not limited to, court costs and attorneys' fees arising out of third party personal injury or death or third party property damage or loss (third party in this clause being any party not a member of Contractor Group nor Company Group), to the extent that the same is caused by the negligence, fault, strict liability or breach of duty, statutory or otherwise, of the indemnified Party's Group of the indemnified Party
- 15.3 The Supplier shall be responsible for and shall save, indemnify, defend and hold harmless the Company and Company Group from any and all Claims arising out of or connected with the Contract as a result of the Supplier Group's non – payment of any applicable taxes, duties or breach of any relevant laws or regulations (including, but not limited to, trade controls, health, safety, labour and environmental laws, rules and regulations)
- 15.4 Where arising out of or in connection with this Contract:
  - (a) pollution occurs on the premises of the Supplier Group or originates from any property and equipment of the Supplier Group then the Supplier saves, indemnifies, defends and holds

the Company Group harmless from and against any and all claims arising out of or in connection with such Pollution to the fullest extent permitted by law; and  
(b) subject to Clause 15.4(a) above, Pollution occurs on the premises of the Company or originates from any property and equipment of the Company Group then the Company saves, indemnifies, defends and holds harmless the Supplier Group from and against any and all claims arising out of or in connection with such Pollution to the fullest extent permitted by law

15.5 The Supplier shall save, indemnify, defend and hold harmless the Company Group from all Claims arising out of or connected with the Contract due to any alleged or actual infringement of a patent, proprietary or protected right arising out of or connected with performance of its obligations irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group

15.6 The Supplier shall, at its own expense, maintain adequate insurance with a reputable insurance company and the Company shall be entitled to request copies of insurance documentation from the Supplier at any time. The Supplier is required to notify the Company immediately should it no longer continue to hold any form of insurance coverage. reserves the right to request copies of insurance certificates from the Supplier. Failure by the Supplier to comply with the provisions of this Clause 15.6 shall be deemed to be a material breach of Contract and the Company shall bear no liability to the Supplier

#### **16. Consequential Loss**

16.1 Subject to Clause 5.8 and the extent of any agreed liquidated damages notwithstanding any provision in the Purchase Order or Contract:

- (a) the Company shall save, indemnify, defend and hold harmless the Supplier Group from the Company Group's own Consequential Loss; and
- (b) the Supplier shall save, indemnify, defend and hold harmless the Company Group from the Supplier Group's own Consequential Loss

16.2 All exclusions and indemnities given under Clause 16.1 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or any entity or Party and shall apply irrespective of any claim in tort, under contract or otherwise at law

#### **17. Inventions and New Technology**

17.1 The Supplier warrants that the Work provided to the Company does not infringe (either directly or indirectly) any rights including Intellectual Property rights of a third party

17.2 The Supplier shall notify the Company immediately of any inventions or development, enhancement or improvement of new technology arising from the Supplier's performance of the Work where the same are based on or derived from information:

- (a) provided by the Company; or
- (b) provided by both Parties but where it is impossible to establish which of the Parties provided the majority of the information

Any such inventions or new technology shall become property of the Company Group and shall be solely owned by it

#### **18. Confidentiality**

18.1 The Supplier shall not publish, advertise or make any publicity announcements regarding the existence of the Purchase Order or relating to any information, data or results relating to the Purchase Order without obtaining prior written approval from the Company. Such consent shall not be unreasonably withheld or delayed. The contents and format of such announcement shall not be amended or altered in any way after approval by the Company. The obligations contained in this Clause 18.1 extend to all means of communication

18.2 Obligations regarding confidentiality continue for a five (5) year period from the date of termination or expiry of the Purchase or the date of completion of the Work under a Purchase Order, whichever is the later

18.3 Supplier shall instruct Personnel to ensure that:

- (a) all sensitive information is wiped from hard drives/storage at the end of the Work or on the expiry of the Contract, whichever is the later; and
- (b) all hard copies and any reproductions hereof are upon completion of the Work under the Purchase Order or on the expiry or termination of the Purchase Order, whichever is the later

#### **19. Notifications**

- 19.1 All notifications, claims and other communications shall be exchanged in writing between the Parties to the nominated representative of each Party. Notices shall be delivered via first class post, registered courier or via email provided that delivery and read receipts are attached to the notice to act as confirmation of delivery and receipt. All communication must contain reference to the applicable Purchase Order number

## **20. Audit**

- 20.1 The Company or its nominated representative is entitled to undertake audits of all Supplier systems associated with the Work during the course of the Purchase Order and for a period of three (3) years from the expiry or termination of the Purchase Order or the date final payment for the Work is made by the Company to the Supplier, whichever is the later
- 20.2 The Supplier is required to assist the Company or its nominated representative in the carrying out of these audits at no additional cost to the Company
- 20.3 The Supplier is required to rectify any errors or inconsistencies identified during the course of an audit carried out under Clause 20.1 without undue delay and at no additional cost or expense to the Company. Any incorrectly charged costs identified shall be fully reimbursed by the Supplier without unreasonable delay

## **21. Business Ethics**

- 21.1 The Supplier is required to uphold the highest standards of business ethics for the duration of the Purchase Order and in performing the Work and will not otherwise do any act which would be in contravention of (i) the U.S. Foreign Corrupt Practices Act of 1977 (as amended), (ii) the UK's Bribery Act 2010 or (iii) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (or any other applicable law which is broadly equivalent to (i) or (ii) or was intended to enact the provisions of the OECD Convention described in (iii))
- 21.2 The Supplier warrants and represents that it has not and shall not, either directly or indirectly, been connected in any way with the giving or receiving of any fee, rebate, gift or entertainment or other payment or remuneration of significant value to or from any employee, director, officer or agent of the Company Group including, but not limited to, its Suppliers, its Subcontractors, Government or public officials or any other persons which could be regarded as an improper inducement in connection with the Contract or applicable law
- 21.3 For the purposes of this Clause 21 "significant value" means:
- (a) not more than could be construed as nominal value or customary to the individual receiving the gift; and
  - (b) of a value not exceeding one hundred and fifty pounds (£150) per person
- 21.4 The Supplier shall notify the Company immediately if it becomes aware or ought reasonably to have been aware of any violation of the provisions of Clause 21.2. Any breach by the Supplier of this Clause 21 shall be considered a material breach entitling the Company to terminate immediately without liability to the Supplier
- 21.5 The Supplier shall not engage in any activity that is similar or in any way conflicts or competes with the activities or interests of the Company or the contents of the Purchase Order without obtaining express prior written permission from the Company which shall not be unreasonably withheld or delayed

## **22. Child Labour and Forced Labour**

- 22.1 The Contractor shall respect human rights and international labour standards. At no point shall it employ a worker below the age of fifteen (15) or below the age of eighteen (18) for any hazardous work. This restriction shall apply even if local laws allow younger individuals to carry out such work
- 22.2 Furthermore, all Personnel working for the Contractor must do so of their own free will and not be subject to slavery, human trafficking, physical or mental abuse
- 22.3 The Contractor shall oversee that its Subcontractors do not engage in any activity that would violate or could potentially violate the provisions of this Clause 22
- 22.4 Any breach of this Clause 22 shall be deemed to be a material breach of contract and entitle the Company to terminate immediately with no liability to the Contractor

## **23. Data Protection**

- 23.1 Each Party shall at any times comply with its obligations under the Data Protection Act 2018 and General Data Protection Regulations (Regulation (EU) 2016/679) and any amendments or revision thereto from time to time being in force



- 23.2 Both Parties are required to implement appropriate technical and organisational measures to protect Personal Data from unauthorised or unlawful processing and against the accidental loss, destruction, damage, alteration or disclosure of Personal Data. Such measures shall be proportionate to the perceived harm and risk that could arise from any unauthorised or unlawful processing, accidental loss, destruction or damage to Personal Data as well as having regard to the nature of the Personal Data to be protected
- 23.3 Personal Data shall have the meaning accorded to it under the provisions of the Data Protection Act 2018 and under amending or subsequent legislation from time to time being in force
- 23.4 The Contractor shall ensure that any Subcontractors have policies and procedures in place to ensure their compliance with the requirements of this Clause 23 and any applicable legislation
- 23.5 Any breach by the Contractor of this Clause 23 shall be deemed to be a material breach of Contract entitling the Company to terminate without any liability to the Contractor

#### **24. Assignment**

- 24.1 The Company may assign any of its rights and interests under the Purchase Order at any time without obtaining consent from the Supplier to do so
- 24.2 The Supplier may not assign any of its rights and interests under the Purchase Order at any time without obtaining prior written consent from the Company. Such consent shall not be unreasonably withheld or delayed

#### **25. General Provisions**

- 25.1 Headings used are intended to be for convenience only and shall not form part of or be used in the construction or interpretation thereof
- 25.2 Words importing the singular shall include the plural and vice versa
- 25.3 No failure by either Party to enforce any or all of this Purchase Order shall be interpreted as constituting a waiver of all or any part of this Contract unless otherwise expressly provided by that Party in writing
- 25.4 Any provision that is or later becomes prohibited, illegal or unenforceable in any applicable jurisdiction shall be ineffective to the extent of such prohibition, illegality or unenforceability without invalidating any remaining provisions thereof
- 25.5 Except as expressly provided the Company and Supplier shall retain all rights and remedies under the Contract that either Party may have against the other
- 25.6 The Supplier shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation or acknowledgement by the Company
- 25.7 Any exclusion or limitation of liability under the Contract shall also exclude or limit such liability arising under the contract, tort or otherwise at law
- 25.8 Each Party hereby agrees that it shall have no remedies in relation to any innocent or negligent statement, representation, assurance or warranty that is not contained within this Contract
- 25.9 The Contract takes precedence over any terms and conditions issued by the Supplier to the Company and the Parties agree that any terms and conditions contained within any documentation issued by the Supplier to the Company shall be rendered null and void. For the avoidance of doubt, the rights and obligations contained within Clauses 15, 16 and 18 shall remain in full force and effect notwithstanding the expiry or termination of the Contract
- 25.10 Nothing in the Contract is intended to or shall be deemed to establish or create any partnership or joint venture between the Parties, create any relationship of agent and principal or authorise either Party to make or enter into any commitments either for or on behalf of the other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of the other Party
- 25.11 Save as otherwise provided under Clauses 15 and 16, the Parties agree that the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract by any person who is not a member of the Supplier Group or Company Group

#### **26. Governing Law and Disputes**

- 26.1 Any dispute or claim (including non – contractual disputes or claims) arising out of or in connection with the Purchase Order which cannot be resolved by mutual agreement between the Parties shall be settled by court proceedings brought before the courts within the jurisdiction of the country in which the Purchase Order was issued
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