

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 of 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 Contract or Purchase Order
- 1.4 “Company Group” means the 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 Supplier Group
- 1.5 “Computer Virus” means any Programming code (software) that aims to alter the normal operation of a computer, without the consent or authorisation of the user and that carries the ability to spread causing damage to files or data and/or affects or has the potential to affect the normal operation of applications
- 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, loss of 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 the same are foreseeable at the time the Contract was entered into
- 1.7 “Contract” means the contract between the Company and Supplier for the sale and purchase of the Work as formed by the terms and conditions set out in the Frame Agreement together with any additional terms and conditions contained in any Purchase Order issued thereunder
- 1.8 “Damages” means any loss, cost, expenses or deprivation of a lawful gain, including, but not limited to, any fine, penalty, judicial, administrative or arbitration costs, as well as legal fees arising from the Contract, for breach of Contract, by Law or for non-contractual liability
- 1.9 “Delivery” has the meaning set out in Clause 4
- 1.10 “Delivery Date” means the date specified in the Purchase Order or such date as agreed in writing between the Parties
- 1.11 “Downhole” means inside the hole as well as inside the casing or the riser under the rotary table, or under the drill floor or inside the riser connected to the hole
- 1.12 “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 it entered into the Contract and the event is not due to the fault or negligence of the Party seeking to rely on it
- 1.13 “Good Oil Practices” means the practices followed when the Work is executed: (a) with personnel experienced and suitable for the assigned tasks; (b) with due diligence and care; (c) with the use of new or good quality materials that are suitable for their intended purposes; (d) under the expected standards of a reputable Supplier, in accordance with the Contract; (e) in accordance with applicable Laws; and (f) in a manner consistent with the good practices of the oil industry and in a manner that is considered competent by those who share special knowledge, training and work experience
- 1.14 “Gross Negligence” means any act or omission (whether individual, jointly or concurrent) by any person or entity, in a reckless, deliberate or performed with extreme indifference, resulting in damage to persons, property or environment where that person knew, or ought reasonably to have known the effect or outcome
- 1.15 “Guarantee Period” means the period of eighteen (18) months from the date 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
- 1.16 “Hazardous Materials” means elements, substances, compounds or their mixtures used as input and that, regardless of their physical state, represent a risk to the environment, health or natural resources, for their corrosive, reactive, explosive, toxic, flammable or biologically infectious characteristics, including, crude oil or any of its components
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- 1.17 “Location” means lands, waters or other places where the Work shall be performed, offshore facilities, marine infrastructure, equipment and floating constructions, vessels, including the area approved for anchoring patterns, or places of any nature where the equipment, materials or supplies must be obtained, stored or used for the purposes of the Contract
- 1.18 “Pollution” means any liquid or non-liquid pollutant, containment of whatsoever nature including well production, crude oil, waste, fuel, lubricants and grease
- 1.19 “Purchase Order” means the purchase order issued by the Company to the Supplier subject to the terms and conditions contained in the Contract together with any documents described or referenced to therein
- 1.20 “Purchase Price” means the total compensation payable to the Supplier for the Work as set out in the applicable Purchase Order
- 1.21 “Rig” means the Company offshore drilling rig
- 1.22 “Supplier” means the company or person named as such in the Contract or Purchase Order
- 1.23 “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
- 1.24 “Variation Order” means such written order issued by the Company to the Supplier in accordance with Clause 9
- 1.25 “Well” means any drilling in the ground designed in order to find and extra fuels, either oil and gas hydrocarbons. Any remediation deviation, re-spudding or sidetracking to the initial hole or geological sidetracks must be restricted to operations required to achieve the predefined objective. Any action taken to achieve a new objective shall be considered a new Well
- 1.26 “Work” means all the Supplier is required to perform or deliver under the applicable 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

3. Suspension

- 3.1 The Company may temporarily suspend the Contract either in whole or in part when the operational needs of the Company so require and it will provide written notification of such suspension to the Supplier including confirmation of the date any such suspension period begins. Thereafter the Parties shall jointly agree on the resumption date of the Contract, provided that funds and workload for the Supplier remain available at the agreed resumption date
- 3.2 In the event that the initial suspension period requires to be extended the Company will provide the Supplier with written confirmation of such extension including the period any such extension period shall run for
- 3.3 The following events do not constitute a qualifying event for the Supplier to request or be entitled to a suspension from the Company:
 - (a) mechanical failure or breakdown in Supplier equipment
 - (b) failure by the Supplier to provide adequate personnel, materials and/or equipment required for the Work
 - (c) suspension in the operations of the Rig for a reason outwith the reasonable control of the Company
- 3.4 The Parties shall be liable for their own costs and expenses during the period of any such suspension
- 3.5 When the suspension is due to Force Majeure, there shall be no liability for the Parties, and the provisions of Clause 15 will be applicable
- 3.6 If suspension results from default on the part of the Supplier, the Company may immediately suspend any day rate or other compensation to which the Supplier may otherwise have been entitled to until the default has been remedied. Further any additional costs reasonably incurred by Company as a direct result shall be recoverable by the Company from the Supplier
- 3.7 During the period of suspension under this Clause 3, the Company and Supplier shall meet at not more than seven (7) day intervals with a view to agreeing on a mutually acceptable course of action during the suspension

4. Delivery

- 4.1 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 6.10
- 4.2 All costs relating to delivery, customs, insurance, packaging and associated documentation and certification shall be the responsibility of the Supplier
- 4.3 The Supplier shall be responsible for ensuring 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 and a brief description of the items contained therein
- 4.4 The Supplier is required to ensure that all drawings, certificates and other documentation are provided to the Company on the Delivery Date
- 4.5 Where applicable, the Supplier is required to ensure all requisite documentation and certificates are provided to the Company on the Delivery Date at no additional cost to the Company
- 4.6 The Company reserves the right to amend the delivery location and/or delivery date in the Purchase Order at any time and will notify the Supplier in writing of such amendment. Subject to the provisions of Clause 9 the Supplier will be entitled to request an amendment or extension to the Delivery Date upon receipt of notification under this Clause 4.7

5. Amendments

- 5.1 Only amendments or alterations to the Contract which are reduced to writing and validly executed by duly authorised attorneys in fact of both Parties shall be binding

6. Performance of the Work

- 6.1 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
- 6.2 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 or Purchase Order issued hereunder
- 6.3 The Supplier shall:
 - 6.3.1 Examine any documents or information or materials or equipment provided by the Company for any defects, errors, discrepancies or 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 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)
 - 6.3.2 Keep itself informed of:
 - (a) all applicable laws, norms and regulations from time to time being in force
 - (b) all requirements and orders of classification societies and public authorities, current trade union and wage agreements
 - (c) Company guidelines including any revisions thereto relating to health, environment, safety and quality when performing Work at Company premises including, without limitation, any offshore worksite
 - (d) actively contribute to the transfer of experience throughout performance of the Work
 - 6.3.3 Ensure all applicable tax deductions, duties and other payments are made in accordance with applicable legislation and associated regulations including any revisions thereof and from time to time being in force. The Supplier shall ensure that all Supplier personnel assigned to the Work and/or to the Company under the Contract are enrolled before the IMSS and INFONAVIT with the consolidated salary for contribution purposes corresponding to the real earnings of such personnel and the Supplier shall carry out all respective withholdings and payments in relation to income tax, social security duties and contributions to

the IMSS, INFONAVIT and SAR at its own cost and expense. Failure by the Supplier to do so shall be considered to be a material breach of Contract entitling the Company to terminate without liability

6.3.4 The Supplier shall deliver to the Company, on a bi-annual basis (or such basis as required by the Company), evidence of its compliance with all obligations relating to labour, social security, health and safety and tax relating to the Supplier as the employer of personnel carrying out the Work. The Supplier shall also provide the Company with proof of enrolment of personnel with the IMSS, notices of any salary changes, proof of payment of social security dues and contributions, CFDIs demonstrating payment of wages and benefits (whether statutory or contractual), as well as any profit sharing payments that may have been generated and also provide the Company with a declaration of the income tax withheld to employees and payment thereof. The Supplier shall also provide the Company with minutes of incorporation of joint employer-employee committees in relation to health and safety. Compliance with the provisions of this Clause 6.3.4 shall be at the Supplier's sole cost and expense and failure by the Supplier to do so shall be considered to be a material breach of Contract entitling the Company to terminate without liability

6.3.5 Plan and execute all activities in a way to ensure that these are performed without causing or potentially causing any loss of life, injury, damage to property or the environment

6.3.6 Obtain all approvals, permits, licences and consents required at its sole cost and expense

6.3.7 Return any and all items received from the Company on completion of the Work or upon expiry or termination of the Contract, whichever is the later

6.3.8 Ensure its personnel are in possession of all necessary training certificates, permits, authorisations (including, but not limited to, work permits, seaman's book, and visas) which may be required. Any Supplier personnel who do not have such documentation will not be permitted access to premises (both onshore and offshore) operated by the Company and/or its end client. The Company reserves the right to request copies of all such documentation from the Supplier at any time during the Contract and associated costs and expenses shall be to the Supplier's sole cost and account

6.3.9 The Supplier must provide all components, materials and equipment as required under the Contract. Additionally, the Supplier must provide, at its own cost, services, personnel, materials and equipment, plants and supplies not expressly identified in this Contract but that are required for the maintenance of its equipment or as may be reasonably required by the Company during the Contract

6.3.10 The Supplier is required to maintain at least the same financial, technical experience and execution conditions demonstrated by the Supplier as at the date the Contract was first entered into for the duration of the Contract. The Company can request documentation from the Supplier at any time during the course of the Contract as evidence of its continued compliance with the provisions of this Clause 6.3.10 and the Company reserves the right to terminate the Contract without liability to the Supplier where the Supplier fails to comply with the provisions of this Clause 6.3.10 of which the Company shall be the sole judge

6.4 On Company request the Supplier shall provide copies of CVs for all key personnel who will be performing the Work. The Company has the sole right whether or not to approve such personnel and to request immediate replacement of any personnel who, in the Company's sole opinion, fail to perform the Work satisfactorily. The Supplier shall be responsible for arranging a suitable replacement within twenty four (24) hours of receipt of such notice from the Company and shall be responsible for all costs and expenses incurred by the Company as a result. The Supplier shall not change out any key personnel without obtaining prior written consent from the Company to do so. Costs of any handover period will be to the Supplier's account

6.5 Supplier shall not subcontract all of the Work under the Purchase Order and it shall not subcontract any part of the Work without obtaining prior written consent 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 Contract. The Supplier shall also include provisions requiring the subcontractor to waive any right to make a claim against the Company or the Company Group arising out of or connected with the Contract. Subcontracts shall also expressly provide for the Supplier's unconditional right of assignment from the subcontractor to the Company in the event of termination of the Contract by the Company. 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
- 6.6 The Supplier is required to carry out all inspections and tests required by the Purchase Order, the Contract or its' or the Company's Quality Assurance System. Such inspection and 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 nominated 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 on the Work or as per such notice period as may be contained in the Purchase Order
- 6.7 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
- 6.8 Any inspection or tests carried out by the Company do not in any way reduce or otherwise affect the liabilities and obligations of the Supplier
- 6.9 Within ten (10) working days of receipt of the Purchase Order the Supplier shall issue the Company with a Schedule for the progress of the Work for review by the Company. The Supplier shall also be required to issue progress report(s) to the Company in the format and on the date(s) agreed between the Parties on commencement of the Work. The content of such reports shall be agreed between the Parties at commencement of the Work and include information on any areas of concern and/or challenges to progress identified by the Supplier
- 6.10 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 immediately and without liability and seek performance from a third party in the event that the maximum cap of liquidated damages under this Clause 6.10 is reached. All amounts of such liquidated damages for which the Supplier may become liable are agreed as a genuine pre-estimate 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
- 6.11 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 deemed adequate by the Company it can require the Supplier to take such expediting 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 of doing so from the Supplier unless the reason for the actual or potential delay to delivery is due to the occurrence of a Force Majeure event
- 6.12 The Company shall be entitled to reject the Work where it does not comply with the requirements of this Contract or 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 Contract and/or Purchase Order immediately and without liability and seek performance from a third party and recover all costs and expenses it incurs as a result of doing so from the Supplier

7. Offshore Transportation

- 7.1 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
- 7.2 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
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8. Title and Risk

- 8.1 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 4 or the applicable Purchase Order
- 8.2 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
- 8.3 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
- 8.4 Any Company property including, but not limited to, equipment and materials are not to be used for any purpose other than the Work

9. Variations

- 9.1 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
- 9.2 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
- 9.3 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

10. Termination

- 10.1 The Contract may be terminated on the occurrence of:
 - (a) breach of a term of Contract 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; or
 - (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
 - (c) 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 Contract or performance of the Work
 - (d) on the occurrence of a Force Majeure event as per Clause 15 where either Party is prevented from performing its obligations for a period of thirty (30) consecutive calendar days or more
 - (e) 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
 - (f) in the event of termination of the Contract between the Company and its end client
 - (g) the Company can terminate where continuing with the Contract would, in the Company's opinion, cause losses or unacceptable costs according to Company strategies and business plans
- 10.2 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 10.1(c), 10.1(f) and 10.1(g). Such remuneration shall be capped at one hundred percent (100%) of the applicable Purchase Order value
- 10.3 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 10.1(a) and 10.1(e) 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 Contract or applicable Purchase Order
- 10.4 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 10.4 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 applicable Purchase Order. In the event of termination by the Supplier under Clause 10.4 the Company shall be entitled to recover all costs and expenses it incurs as a result of such termination by the Supplier
- 10.5 If the Company gives the Supplier notice of termination of all or any part of the Work or the Contract, 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) assign, cancel or terminate all instructions and/or any other existing agreement for the fulfilment of the Contract and provide written confirmation to the Company that it has complied with the provisions of this Clause 10.5(b)
 - (c) make all reasonable efforts to minimise cancellation and other expenses it incurs as a result of termination
 - (d) 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 Group and Supplier Group property
 - (e) assign to the Company or its nominee all or relevant parts of the rights, titles, liabilities and Subcontracts relating to the Work
- 10.6 In the event of termination of the entire Work or the Contract in accordance with Clauses 10.1(a) or 10.1(e) the following are applicable:
- (a) the Supplier ceases to be entitled to receive any monies under the Contract until the costs of completion and all other costs arising as a result of termination have been fully ascertained
 - (b) subject to Clause 10.6(a) and any deductions due under the provisions of the Contract the Supplier is entitled to payment only for Work properly completed in accordance with the Contract up to the date of termination; and
 - (c) additional costs and expense reasonably incurred by the Company as a direct result of the Supplier's default or other events giving rise to termination are recoverable from the Supplier or may be deducted from amounts due under the Contract
- 10.7 Termination of the Contract (whether under this Clause 10 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 10 or any other provision of this Contract or 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
- 10.8 Upon receipt of notice to terminate from the Company in accordance with the provisions of Clause 10.1(a) the Supplier may not take any action to remedy the event of the Supplier's default
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11. Compensation

- 11.1 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

12. Invoicing and Payment

- 12.1 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 4. Any claim submitted by the Supplier more than ninety (90) days after completion of the Work shall not be accepted by the Company
- 12.2 Invoices must contain the relevant Purchase Order number or Variation Order number, be adequately supported by backup documentation and be compliant with applicable Mexican tax law requirements. 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
- 12.3 Supplier invoices will be paid by the Company within thirty days of receipt of funds by the Company from its end up client up to a period of ninety (90) days from the date of receipt of a correctly prepared and adequately supported invoice by it
- 12.4 The Supplier shall submit invoices to the Company via email to invoice.DDL@dolphindrilling.com
- 12.5 Payment of an invoice does not constitute approval of the Work by the Company
- 12.6 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
- 12.7 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 or any other applicable law in the place where the Work is being performed 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 12.6 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

13. Defects and Guarantee Liabilities

- 13.1 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
- 13.2 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
- 13.3 An additional eighteen (18) month Guarantee Period will apply to any Work carried out by the Supplier under Clause 13.2
- 13.4 The Supplier's total liability under this Clause 13 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 16 and 17 which shall not be so limited

14. Breach of Contract

- 14.1 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

15. Force Majeure

- 15.1 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, closeness or presence of hurricanes, tropical depressions or tropical storms, swells, squalls, northern winds, southern winds, deep sea tide, rains or their effects and consequences
 - (e) health emergencies and the actions taken to address them, pandemics or epidemics that have been decreed by the competent Government Health Authority or International Health Authority,
 - (f) changes to applicable legislation preventing execution of the Work in its entirety
- 15.2 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
- 15.3 Any Party seeking to invoke the provisions of this Clause 15 shall notify the other in writing as soon as possible providing details regarding the nature of the occurrence and its anticipated duration
- 15.4 Each Party shall be responsible for its own costs during a Force Majeure event
- 15.5 If a Force Majeure event prevents a Party from complying with its obligations for a period of thirty (30) consecutive calendar days or more or 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. The Supplier will be required to return all Company provided materials and documentation in its possession at the date of termination 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
- 15.6 When the party affected by the Force Majeure Event has the capacity to resume compliance with its obligations under the Contract, said party must notify the other party in writing within five (5) Business Days after the cessation of the impact of the Force Majeure
- 15.7 Failure of the party claiming Force Majeure to comply with the provisions of this Clause 15 shall constitute a waiver of any claim by it in relation to this Clause 15
- 15.8 In the event of Force Majeure, the Company may agree to modify the end date of the Contract. Unless otherwise specified in the Contract, any such adjustment to the end date of the Contract shall be the sole recourse of the Supplier and shall be reflected in a Variation Order
- 15.9 The Supplier shall not be entitled to claim any increase in the sum(s) due to it under the Contract due to the occurrence of a Force Majeure event

16. Indemnification and Insurance

- 16.1 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
- 16.2 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
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- 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 Supplier 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
- 16.3 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, social security and environmental laws, rules and regulations)
- 16.4 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 16.4(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
- 16.5 In case of fire, explosion, surface blowout or loss of control of any well (of which the Supplier is responsible or otherwise), the Company shall coordinate operations until the well is fully controlled, and the Supplier undertakes to assist the Company in the performance of such control operations and shall provide the equipment, materials and services required by the Company or that may be required for the control of the well and, where appropriate, for the drilling of a relief well or wells, under appropriate safety conditions. The damage to any of the Company Group or the Supplier Group property, Third Parties, costs and expenses arising as a result of the above shall be borne by the Company, except to the extent such damages have been caused by Gross Negligence or wilful conduct of any Supplier personnel or the Supplier Group such damage to the environment is caused by Gross Negligence or wilful or negligent conduct of any Supplier or Supplier Group personnel, in which case: (a) the Company shall file a claim for recovery against the Supplier for everything that the Company has had to pay as a result of the damages and losses to the well, casing, the reservoir and contamination by radioactive materials, caused by the Gross Negligence or wilful conduct of the Supplier or the Supplier Group
- 16.6 The Supplier shall be solely responsible for complying with all environmental obligations, commitments and conditions provided for in the applicable Administrative Laws, Regulations and Provisions, as well as for the damages or impacts caused to the environment
- 16.7 The Supplier shall be solely responsible for handling the tools and peripheral equipment used to perform the Work, handling of substances, fluids, fuels, lubricants, which are used or are in their possession or under the control of the Supplier, including the management of hazardous waste generated on top of the rotary table and from Supplier equipment. The Supplier shall be responsible to the Company for the characterisation, remediation and compensation of claims that arise in accordance with the applicable Laws, Rules and Regulations and shall be obliged to carry out immediately any actions necessary for remediation and decontamination, without prejudice to its responsibility before third parties and before the competent authorities or as may be otherwise provided for within the Contract and/or applicable Purchase Order or at law
- 16.8 Except as otherwise provided in the Contract the Supplier Group shall be liable and shall hold the Company Group harmless from and against all claims, including claims and damages of Third Parties, as well as of and against all financial sanctions, arising or related to environmental damage, which includes, but is not limited to, the costs of control, restoration, characterisation, treatment, recovery or remediation caused by:
1. leaks or any other flow not controlled when handling tools and peripheral equipment used to perform the Work, handling of substances, fluids, fuels, lubricants or any other substance from their possession or under the control of the Supplier or any member of the Supplier Group, created in the course of the execution of the Contract and/or Purchase Order;
 2. spills from the equipment of any member of the Supplier Group, provided that such equipment is under the care, custody and control of any member of the Supplier Group; and

3. spills caused by the measurement of hydrocarbons surface production, such as: oil, gas, water and solids flow from the well, burning of fluids caused by any member of the Supplier Group, provided that such services are part of the scope of the contract and are under the care, custody and control of any member of the Supplier Group, and to the extent that such damage to the environment is caused by the wilful conduct or Gross Negligence of any of the Supplier or Supplier Group personnel
- 16.9 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
- 16.10 In the event that the Supplier has a claim against the Company under the provisions of this Clause 16, such claim must be formulated in detail and accompanied by supporting documentation and submitted to the Company no later than fifteen (15) calendar days after the end of the Contract. The Company shall review said claim, and if approved proceed with the payment according to its payment policies for this type of events. If the Supplier does not make any claim in accordance with this Clause 16.10 it shall be considered that there is no claim against the Company and therefore the Supplier shall lose its right to make any such claim at a later date
- 16.11 The Supplier shall, at its own expense, maintain adequate insurance with a reputable insurance company including, without limitation, in accordance with applicable laws and regulations) 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. The Company reserves the right to request copies of insurance certificates from the Supplier. Failure by the Supplier to comply with the provisions of this Clause 16.11 shall be deemed to be a material breach of Contract and the Company shall bear no liability to the Supplier
- 16.12 The insurers shall name the Company Group and its nominee(s) as additional insureds and shall waive all rights of subrogation against the Company Group. The Company shall be entitled to request copies of insurance documentation from the Supplier at any time and the Supplier is required to notify the Company immediately should it no longer continue to hold any such form of insurance coverage. Failure by the Supplier to comply with the provisions of Clauses 16.11 and 16.12 shall be deemed to be a material breach of Contract and the Company shall bear no liability to the Supplier
- 16.13 If the Supplier does not comply with the provisions of this Clause 16 and the Company causes any damage to the Rig or Supplier equipment or Supplier personnel, the Company shall be free of any responsibility with respect to the indemnities not covered by the applicable insurance policy. If the Supplier does not obtain the insurance in the terms established in this Clause 16 and/or as required by applicable laws and regulations or fails to keep such insurance cover in force, or modifies it in such a way that it no longer complies with the terms established in this Clause 16 and/or as required by applicable laws and regulations and/or insurance policy specifications the consequences of such breach shall be at the Supplier's risk, since in these circumstances the Company shall not cover damage to the personnel or any equipment provided by the Supplier under this Contract that otherwise would have been covered under the insurance policy assuming the Supplier such responsibility
- 16.14 If the Supplier fails to obtain and maintain insurance of the types and amounts required under Clause 16.11 or modifies insurance coverage in such a way so that it does not comply with the requirements of this Clause and with applicable insurance specifications and regulations, the consequences of said breach shall be at the sole risk of the Supplier
- 16.15 The Supplier must comply with the terms of insurance policies required under Clause 16 and shall not perform or fail to perform any action that may result in the Supplier's insurer refusing to pay a claim made by the Supplier under the terms of any insurance policy

17. Consequential Loss

- 17.1 Subject to Clause 6.10 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
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- 17.2 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

18. Inventions and New Technology

- 18.1 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
- 18.2 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

19. Confidentiality

- 19.1 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 19.1 extend to all means of communication
- 19.2 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
- 19.3 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
- 19.4 The provisions of this Clause 19 shall survive the expiry or termination of the Contract

20. Notifications

- 20.1 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

21. Audit

- 21.1 The Company or its nominated representative is entitled to undertake audits of all Supplier systems associated with the Work, including but not limited to, payment of wages to Supplier personnel, withholding and payment of Income Tax applicable to wages, payment of Social Security, Housing Contribution and labour benefits applicable under Mexican law, during the course of the Purchase Order and for a period of five (5) 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
- 21.2 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
- 21.3 The Supplier is required to rectify any errors or inconsistencies identified during the course of an audit carried out under Clause 21.1 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

22. Business Ethics

- 22.1 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, (iii) Mexican General Law of the National Anticorruption System (*Ley General del Sistema Nacional Anticorrupción*) or (iv) 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), (ii) or (iii) or was intended to enact the provisions of the OECD Convention described in (iv)

- 22.2 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
- 22.3 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
- 22.4 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 22.2. Any breach by the Supplier of this Clause 22 shall be considered a material breach entitling the Company to terminate immediately without liability to the Supplier
- 22.5 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

23. Child Labour and Forced Labour

- 23.1 The Supplier 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
- 23.2 Furthermore, all Personnel working for the Supplier must do so of their own free will and not be subject to slavery, human trafficking, physical or mental abuse
- 23.3 The Supplier shall oversee that its Subcontractors do not engage in any activity that would violate or could potentially violate the provisions of this Clause 23
- 23.4 Any breach of this Clause 23 shall be deemed to be a material breach of contract and entitle the Company to terminate immediately with no liability to the Supplier

24. Data Protection

- 24.1 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) the Mexican Federal Law regarding Personal Data in Possession of Individuals (*Ley Federal de Datos Personales en Posesión de los Particulares*) and/or the provisions of all applicable laws and regulations in the location where the Work is being performed and any amendments or revision thereto from time to time being in force
- 24.2 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
- 24.3 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
- 24.4 The Supplier shall ensure that any Subcontractors have policies and procedures in place to ensure their compliance with the requirements of this Clause 24 and any applicable legislation
- 24.5 Any breach by the Supplier of this Clause 24 shall be deemed to be a material breach of Contract entitling the Company to terminate without any liability to the Supplier

25. Assignment

- 25.1 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
- 25.2 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
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26. General Provisions

- 26.1 Headings used are intended to be for convenience only and shall not form part of or be used in the construction or interpretation thereof
- 26.2 Words importing the singular shall include the plural and vice versa
- 26.3 No failure by either Party to enforce any or all of this Contract shall be interpreted as constituting a waiver of all or any part of this Contract unless otherwise expressly provided by that Party in writing
- 26.4 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
- 26.5 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
- 26.6 The Supplier shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation or acknowledgement by the Company
- 26.7 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
- 26.8 No variation of the Contract shall be effective unless it is reduced to writing and validly executed by both Parties
- 26.9 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
- 26.10 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 16, 17 and 19 shall remain in full force and effect notwithstanding the expiry or termination of the Contract
- 26.11 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
- 26.12 Save as otherwise provided under Clauses 16 and 17, 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
- 26.13 Any provision of this Contract that is either expressly or impliedly intended to come into force or continue in force on or after the expiry or termination of the Contract shall remain in full force and effect

27. Governing Law and Disputes

- 27.1 The Contract and any Purchase Order issued thereunder and any dispute or claim (including non – contractual disputes or claims) arising out of or in connection with their subject matter or formation shall be governed by and construed in accordance with the laws of the United Mexican States
- 27.2 Any dispute or claim (including non – contractual disputes or claims) arising out of or in connection with the Contract and/or Purchase Order which cannot be resolved by mutual agreement between the Parties shall be referred to and finally resolved under the Rules of Arbitration of the Centro de Arbitraje de México (“CAM”) as currently in force at the time when the arbitration proceedings are commenced. The tribunal shall consist of one (1) arbitrator appointed by the Parties. If the Parties are unable to agree on an arbitrator, one will be appointed pursuant to the aforementioned rules. The seat of arbitration shall be Mexico City and the language of the arbitration shall be English

28. Local Content

- 28.1 The Supplier is required to submit reports regarding its utilisation of local content in relation to the Work to the Company for review in the format and in accordance with the timeline agreed between the Parties.
 - 28.2 Where the Supplier fails to submit reports in accordance with Company requirements and the provisions of Clause 28.1 the Company shall be entitled to apply a financial retention which shall be deducted from any sums due to the Supplier under the Supplier. Any such sum shall be reimbursed to the Supplier upon submission of a report to the Company provided that such
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report is in line with Company requirements and the provisions of this Clause 28. The Company shall also be eligible to claim compensation from the Supplier for any penalties imposed upon the Company by its end client or the Secretariat of the Economy or other regulatory body or authority as a direct result of the Supplier's failure to comply with this Clause 28

- 28.3 Failure by the Supplier to comply with this Clause 28 shall entitle the Company to seek to terminate the Contract without liability to the Supplier and seek performance of the Work from a third party. The Supplier shall be liable to the Company for all reasonable costs and expenses it incurs as a direct result of termination under this Clause 28 including additional costs and expenses it incurs as a result of engaging a third party to perform the Work
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