

## 1. Definitions

### 1.1 When used herein:

"Affiliate(s)" means any corporation, partnership, or other business entity controlled by, or controlling, or under common control with any party to this PO, with "control" meaning direct or indirect ownership of more than fifty percent (50%) of the voting power, or of the interest in the income of such corporation, partnership or other entity, or having the power to appoint the majority of its directors or otherwise having the power to direct its business activities.

"Applicable Codes and Standards" means any and all codes, standards or requirements (other than those set forth in any Applicable Law) referenced in the PO (including any changes or updates to any of the foregoing).

"Applicable Law" means all laws, statutes, ordinances, certificates, orders, decrees, injunctions, licenses, permits, approvals, contracts, rules, codes and regulations, including any conditions thereto, of any governmental authority, or other legislative or administrative action of a governmental authority, or a final decree, judgment or order of a court which relates to the performance of the Services or supply of the Goods hereunder or the interpretation or application of the PO or these terms and conditions.

"Background Intellectual Property" means all Intellectual Property owned by or licensed to a party: (a) developed prior to entering into the PO; or, (b) developed outside the scope the PO.

"Conflict Minerals" means gold, tin, tantalum, tungsten and their derivatives, as well as any other mineral or mineral derivative determined by the U.S. Secretary of State or the European Union to be involved in the financing of the conflict in the Democratic Republic of Congo (DRC) or an adjoining country.

"Consequential Losses" means any indirect losses or damages under Applicable Law, and/or loss of production, loss of product, loss of use, loss of business, business interruption, loss of revenue and profit or anticipated profit; whether arising directly or indirectly from or related to the performance of the PO and whether or not such loss was foreseeable at the time of entering into the PO.

"Forced or Compulsory Labour" means, as defined in international law by the International Labour Organization's Forced Labour Convention 29 and Protocol, coercion, either direct or indirect threats of violence or more subtle forms of compulsion exacting work or service from any person under the menace of any penalty and for which the person has not offered him/her self voluntarily.

"Goods" All goods delivered, or to be delivered, to the Purchaser in the context of performing the PO, regardless of whether the PO exclusively involves the supply of those goods or whether it also involves the supply of Services.

"Good Industry Practice" means: (a) using the standards, practices, methods and procedures, (b) complying with all Applicable Codes and Standards and Applicable Law, and (c) exercising the highest degree of prudence and foresight, which could (in each case) be expected from a properly skilled and experienced market leading contractor, performing Services or supplying Goods similar to the provision of Services or Goods under the same or similar circumstances and in order to accomplish the desired result at the lowest reasonable cost and consistent with reliability, safety and expedience.

"Intellectual Property" means all commercial and technical information, including all kinds of technology, ideas, concepts, drawings, inventions, formulas, processes, procedures, designs, specifications computer programs, data, patents, patent applications, trademarks, trademark applications, copyrights, and documentation or information together with copies of same irrespective of means of storage.

"Modern Slavery Act" means the United Kingdom Modern Slavery Act 2015. "PO" or "Purchase Order" means the Purchaser's purchase order, incorporating these Terms and Conditions and issued to the Supplier to supply Goods and/or perform Services in accordance with the Specification(s)

"Purchaser" means the applicable purchasing legal entity within the Sulmara Subsea group of companies, as stated in the PO, as well as its successors and assignees.

"Purchaser Group" means means the Purchaser, its customer(s) (of any tier), its and their co-venturers, its and their subcontractors of any tier and its and their Affiliates and, in respect of all the foregoing, their respective officers, directors, employees, representatives, servants, invitees and secondees and agents, but shall not include any member of the Supplier Group.

"Supplier Group" means means the Supplier and its Subcontractor(s) of any tier, its and their Affiliates and their respective officers, directors, employees, representatives, servants, invitees and secondees and agents.

"Services" means the performance that the Supplier renders to the Purchaser pursuant to the PO, to the extent this does not consist of supplying Goods.

"Servitude" means the obligation to provide services that is imposed by the use of coercion and includes the obligation for a 'serf' to live on another person's property and the impossibility of changing his or her condition.

"Slavery" means, in accordance with the 1926 Slavery Convention, the status or condition of a person over whom all or any of the powers attaching to the right of "ownership" are exercised and ownership, as the key element of slavery, shall be construed as the behaviour on the part of the offender as if he/ she did own the person, which deprives the victim of their freedom.

"Specification(s)s" means any detailed description of the Goods and/or Services to be supplied by the Supplier as stated in the PO.

"Supplier" means each natural person or legal entity from which the Purchaser orders Goods and/or Services and/or with which the Purchaser negotiates regarding the PO for Goods and/or Services.

"Subcontract" means a separate agreement entered into between Supplier and a Subcontractor for the supply of goods and/or services in connection with the PO.

"Subcontractor" means a party who has entered into a separate agreement with Supplier for the supply of goods and/or services in connection with the PO.

## 2. Applicability of these Terms and Conditions

2.1 These Purchase Order Terms and Conditions shall constitute the whole agreement for the provision of Goods and/or Services by the Supplier and any terms and conditions printed on invoices, price lists or other documents presented by Supplier and not specifically made part of this PO are null and void for the purposes of this PO, unless otherwise specifically agreed in writing by the Purchaser.

2.2 Regardless of their form, deviations from or supplements to these Terms and Conditions shall only apply if the Purchaser has consented to the same in writing.

2.3 If there is a conflict or lack of clarity between documents, or within a document, constituting the PO, the Supplier shall notify the Purchaser immediately. The Purchaser shall then determine which document will prevail.

2.4 The PO and its Terms and Conditions shall be accepted by Supplier either by the acknowledgement of the PO, shipment or delivery of any of Goods or by the rendering of any Services pursuant hereto.

2.5 Purchaser may upon prior written notice freely assign its rights and obligations under the PO. Supplier may not assign or mortgage the PO or a part or interest in it without Purchaser's written approval.

## 3. Price

3.1 Supplier shall be deemed to have satisfied himself as to all conditions and circumstances affecting the PO price and other matters, and to have fixed his prices according to his own view of such conditions and circumstances. The PO price is thereby deemed to be all inclusive, firm and neither subject to escalation nor currency fluctuations for the duration of the PO. No additional allowance or adjustment will afterwards be made to the PO price, except as otherwise expressly provided in the PO. The Supplier shall make

no minimum order charges and the PO price shall cover all packing, insurance and transport, license or other permits, and all customs and other duties or taxes.

#### 4. Subcontracting

- 4.1 The Supplier shall not subcontract the whole performance of the PO. The Supplier shall not subcontract any portion of the supply of Goods or Services without the prior written approval of the Purchaser, which approval shall not be unreasonably withheld or delayed. No Subcontract shall bind or purport to bind the Purchaser.
- 4.2 Supplier shall be responsible for the work, acts, omissions and defaults of any Subcontractor as if they were the work, acts, omissions and defaults of the Supplier.

#### 5. Performance

- 5.1 The Supplier shall be obliged to perform the PO in strict accordance with the Specification(s), Good Industry Practice, Applicable Law and all Applicable Codes and Standards
- 5.2 The Purchaser may at any time by notice make changes to the quantity, design or Specification(s), the method of packing and delivery or the time required for the supply of the Goods or Services. If such change increases or decreases the cost of, or the time required for performance of the PO, an equitable adjustment shall be made to the price and/or the time or date of performance, provided that no increase in price or extension of time for performance shall be made unless the Supplier gives the Purchaser notice of its claim for an increase or extension within 15 days of delivery of the Purchaser's notice. In anticipation of an agreement between the parties concerning the possible amendment of the PO, the Supplier shall perform the PO in accordance with the amendment proposed by the Purchaser.

#### 6. Time of Performance

- 6.1 The Supplier must commence and continue to perform the PO within the term for performance stated in the PO. The term for performance commences on the PO date, unless the parties agree otherwise in writing. Time is of the essence in respect of performance of the PO.
- 6.2 Should the Supplier fail to meet all or any part of the requirements laid down in Article 6.1, the Supplier will immediately be in default without any notice of default being required. In such case, the Purchaser shall be entitled, without judicial intervention and without prejudice to its other rights, to terminate the entire PO or to terminate that part of the PO that has not been performed (and to have a third party perform same at the Supplier's expense).
- 6.3 As soon as circumstances arise or may be foreseen which prevent the Supplier from satisfying the obligations laid down in Article 6.1, the Supplier shall notify the Purchaser immediately of this fact in writing, stating the nature of the circumstances, the measures the Supplier has taken and the expected duration of the delay, in default of which the Supplier will be precluded from citing these circumstances at a later time.
- 6.4 Any part of the goods and/or Services ready for delivery before the Purchaser has authorised delivery shall be stored by Supplier at its own risk and expense.

#### 7. Postponement of delivery

- 7.1 The Purchaser shall be entitled to postpone the delivery of Goods for a reasonable period of time by providing the Supplier with a written statement to that effect. In the aforementioned statement, the Purchaser shall indicate the period of time for which the delivery term will be extended.
- 7.2 If the Purchaser avails itself of the right referred to in Article 7.1, the Supplier shall store the Goods in a suitable place in such a manner that they are identifiable as being destined for the Purchaser and shall take suitable measures to prevent a loss of quality in the Goods. The Purchaser shall pay the Supplier a reasonable amount of direct costs incurred in relation to said

storage.

#### 8. Warranty and Defects

- 8.1 All Goods and/or Services (unless otherwise agreed in writing) shall:
- conform strictly as to quantity, quality and description with the particulars stated in the PO and with all statutory requirements applicable to such Goods and/or Services
  - be of sound materials and workmanship;
  - be in strict compliance with samples, patents, drawings or Specification(s), if any, referred to in the PO;
  - be capable of the standard of performance specified in the PO;
  - be fit for the purpose for which it is supplied under the PO;
  - be full in compliance with Applicable Law and Applicable Codes and Standards.
- 8.2 All work performed pursuant to the PO shall be performed by suitably qualified and competent personnel and all equipment and tools provided shall at all times be maintained in first class operating condition by Supplier, and in the event that Supplier shall provide personnel the same shall be competent and suitably qualified for the purpose for which they are provided. Purchaser reserves the right to require the replacement at Supplier's expense of any personnel, equipment or tools provided by Supplier which in Purchaser's opinion do not comply with the foregoing provisions.
- 8.3 Supplier shall be responsible for remedying at his expense any defect that may arise in the Goods and/or Services within 12 months from the date when the Goods and/or Services has been put into service for its specified use, or 12 months from delivery, whichever is the later. Supplier shall guarantee for a further period of 12 months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, Supplier's liability shall not cease merely because Purchaser has been unable to give notice of the defect to Supplier within the said period. If any defects which Supplier is obliged to remedy under this Article not remedied within a reasonable time, or circumstances render it impracticable for Supplier to do the same, Purchaser may do so itself or authorise others to do the same, and Supplier shall reimburse Purchaser for all costs arising therefrom.
- 8.4 This warranty and Purchaser's remedies hereunder are in addition to Purchaser's other rights and remedies existing under the PO or under Applicable Law.
- 8.5 Purchaser have the right to assign the benefit of this warranty to its successors or assignees or customers of any tier.

#### 9. Inspection and Delivery

- 9.1 The Purchaser shall at all times be entitled to examine or test Goods before delivery, during their processing, manufacture or storage, or to cause same to be done. The Supplier shall always grant the Purchaser, or an expert designated by the Purchaser, access to the necessary facilities and offer all due assistance free of charge.
- 9.2 The Supplier shall notify the Purchaser in good time of all tests to be performed by the Supplier. The Purchaser shall be entitled to attend these tests or to have them attended by an expert it designates.
- 9.3 Regardless of whether the Purchaser has availed itself of the rights stipulated in Articles 9.1 and/or 9.2, and regardless of the outcome of the examinations and tests referred to in those Articles, the Supplier shall always remain fully responsible for the proper performance of the PO.
- 9.4 Supplier shall take all necessary precautions to ensure that all Goods which are to be delivered to Purchaser are packaged in a safe and sufficient manner so as to avoid damage or loss to the Goods whilst in transit and until delivered and the packaging shall comply with all statutory requirements and/or Applicable Codes and Standards applicable to the PO. Supplier shall indemnify Purchaser in respect of any and all loss, expense, damage claim and liability incurred by Purchaser Group arising in

- connection with any breach of Supplier's obligations under this Article 9.4.
- 9.5 The Purchaser shall be entitled to reject shipments which do not conform with the provisions of Article 9.4.
- 9.6 The prices of the Goods include the standard packaging and duty-paid delivery ("DDP") to the destination specified by the Purchaser (Incoterms 2010). Moreover, the prices for all Goods and Services also include all preparatory and other work necessary to satisfy the requirements imposed by the Purchaser, the descriptions and the Specification(s). Partial deliveries of Goods are permitted only if such are expressly stipulated in the PO. Delivery shall take place entirely at the Supplier's risk and expense, even if the Supplier uses the services of the Purchaser's staff in performing any aspect of the delivery.
- 9.7 Unless agreed otherwise in the PO, the Purchaser shall inspect the Goods or assess the Services within a reasonable time of their being delivered or performed, respectively. If that inspection indicates that the Goods or Services are inconsistent or not compliant with the PO, then the Purchaser may, at its sole discretion, return the Goods and/or reject the Services.
- 9.8 No inspection shall preclude the Purchaser from claiming the Supplier's non-performance of its warranty obligations stipulated in Article 8 or of any other obligations the Supplier may have to the Purchaser under this PO.
- 10. Transfer of ownership and risk**
- 10.1 The Purchaser shall acquire ownership of the Goods after these have been delivered or paid for, whichever is earlier. The Supplier shall bear the risk of harm to or loss of the Goods until the time at which the Goods are delivered to, and accepted by, the Purchaser.
- 10.2 If incomplete Goods have been paid for in advance, the Purchaser shall (by virtue of the advance payment it has made) acquire ownership of all materials, raw materials and semi-manufactured materials with effect from the date of the advance payment, without any further act of delivery being required. The Supplier shall keep these Goods separate, free from encumbrances and duties, on behalf of the Purchaser.
- 10.3 Even if ownership has been transferred pursuant to Article 10.2, the Supplier shall bear the risk of harm to or loss of the Goods until the date on which the Goods are delivered to, and accepted by, the Purchaser.
- 10.4 The Supplier warrants that the Goods to be delivered will be free of attachment, lien, retention of title, third-party rights, etc., and that the Purchaser shall have unrestricted access to the Goods and/or Services. The Supplier shall indemnify the Purchaser for all harm or loss ensuing from breaching this Article 10.
- 11. Free Issue Materials**
- 11.1 Where Purchaser provides free issue materials for incorporation in the Goods and/or Services, such materials shall remain the property of Purchaser. Risk for the free issue materials shall transfer to the Supplier upon delivery to the Supplier and shall remain so until delivery, or acceptance (whichever shall be the later) of the Goods and/or Services by Purchaser in accordance with the provisions of the PO.
- 11.2 Supplier shall use such materials economically and any surplus shall be accounted for to Purchaser and disposed of in accordance with Purchaser's instructions. Waste, loss of or damage to such materials arising from bad workmanship or failure of Supplier to maintain such materials in good order and condition shall be made good at Supplier's expense, replacements thereof to be equivalent quality and specification and subject to Purchaser's approval.
- 11.3 All such free issue materials provided by Purchaser shall be deemed to be in good condition when received by or on behalf of Supplier unless Supplier otherwise notifies Purchaser within 48 hours.
- 12. Payment**
- 12.1 The currency of purchase and payment shall be as stated on PO.
- 12.2 Supplier invoices shall be prepared in accordance with any requirements stated on the PO and shall be accompanied with all documentation and back-up information as may be reasonably required by the Purchaser.
- 12.3 If Supplier is registered for VAT/GST it shall issue a proper tax invoice before the Purchaser shall be required to make payment for Goods or Services supplied in accordance with this PO. Similarly, Suppliers shall issue appropriate documentation for any Goods or Services which are zero-rated for VAT/GST.
- 12.4 Purchaser shall, within forty-five (45) days after receipt of a correct, fully documented and approved invoice which satisfies the requirements in the PO, pay the amount due to Supplier according to the invoice. The following deductions may be made from any such payment:
- Any previous payments on account to Supplier which relate to, or directly concern, the Services or Goods covered by the invoice;
  - Such parts of the invoiced amount as are insufficiently documented or otherwise disputed, provided that Purchaser as soon as possible, and no later than by payment, specifies what documentation is considered insufficient and/or what the dispute concerns;
  - All amounts due to Purchaser or its Affiliates from Supplier or its Affiliates;
  - Any additional cost incurred by Purchaser for which Supplier is liable according to the PO; or
  - Any withholding or assessment of any nature resulting from the location of payment designated on Supplier's invoice which shall be for the sole account of Supplier.
- 12.5 If the Purchaser disputes any invoices in whole or in part, the Purchaser shall promptly notify Supplier of dispute and shall pay when due only the undisputed portion. Supplier and Purchaser shall endeavour to settle and adjust any disputed amount forthwith.
- 12.6 If Purchaser fails to pay by the stipulated date, Supplier shall as sole remedy for any delay in payment of any undisputed invoice be entitled to apply interest from the day on which payment was due. The rate of interest shall be the then current annual Bank of England 'Base Rate' plus two per cent (2%) per annum and shall be calculated pro-rata on a daily basis. Any interest claimed by the Supplier shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming the interest shall be in accordance with the provisions of Article 12.4 hereof.
- 12.7 Within sixty (60) days after completion of the provision of Goods or Services, Supplier shall submit his proposal to the final account. Claims not included in the proposed final account may not be submitted later by Supplier unless otherwise agreed to by Purchaser in writing. Any proposal to final account stating that monies are due by Purchaser which is submitted later than the aforementioned sixty (60) days period will not be compensated by Purchaser.
- 12.8 Supplier shall be liable for and pay, and shall assure that Supplier shall pay, all taxes (including withholding), any fees, levies, imposts, duties and charges and the like (with all direct and indirect expenses to discharge same and any and all penalties and fines pertaining to any of the preceding) assessed or imposed on Supplier by any public or governmental authority in connection with the performance of the Services for which it is liable with no exception whatsoever. Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, claims and charges under this Article 12.8.
- 12.9 Without prejudice to its statutory rights to suspend performance, the Purchaser shall be entitled to suspend payment to the Supplier as long as the Supplier or any Supplier Affiliate continues to default on its obligations pursuant to any other agreements between the parties.
- 13. Liability and indemnity**
- 13.1 The Supplier shall defend, indemnify and hold the Purchaser Group harmless from and against any loss, damage or expense suffered by the Purchaser Group and against all claims, demands, actions or proceedings made or brought against the Purchaser Group by any third party (and any resultant damages, costs, expenses, losses or other liability which are

- awarded against or incurred by the Purchaser) arising out of any act, neglect, default or omission of the Supplier in the course of performance of the PO or as a result of any breach of the terms of the PO (expressed or implied) or any defect in the Goods or the Services.
- 13.2 The Supplier shall defend, indemnify and hold the Purchaser Group harmless from and against all actions, proceedings, claims and demands whatsoever and howsoever brought against the Purchaser Group and all costs, liabilities, damages and expenses whatsoever and howsoever incurred by the Purchaser Group to third parties arising out of or in connection with the infringement of any letters, patent, copyright, registered designs, trademark or other intellectual property by reason of the use or sale of the Goods or Services except where the same has been manufactured in strict accordance with the specifications or designs supplied by the Purchaser.
- 13.3 The Supplier shall defend, indemnify and hold the Purchaser Group harmless from and against any and all claims, demands, proceedings, loss actions, liabilities, judicial awards and costs, including reasonable legal costs, or/and expenses howsoever arising by reason of:
- injury to, illness or death of the Supplier Group personnel; and/or
  - loss of or damage to Supplier Group property; and/or
  - Consequential Losses of the Supplier Group, whether or not foreseeable at the date of the PO.
- arising out of or in consequence of the performance of this PO irrespective of the negligence or wilful misconduct or breach of duty (statutory or otherwise) on the part of the Purchaser Group.

#### 14. Insurance

- 14.1 Supplier shall at his own expense provide and maintain and cause its Subcontractors to provide and maintain the following insurances to the extent applicable under the PO and/or required by Applicable Law:
- Workers' Compensation and/or Employers Liability Insurance in the amount required by Applicable Law;
  - General liability and Product liability with minimum limits commensurate with £5,000,000 per occurrence;
  - All Risk Property Insurance for Supplier's property and Purchaser's property whilst under Supplier's care, custody and control (to the extent of the liabilities assumed by Supplier herein);
  - If applicable to the Goods or Services, Professional Indemnity and Auto Liability insurances;
  - Such further insurances (if any) as may be agreed by the Parties and specified in the PO.
- 14.2 Such Supplier insurance policies shall, to extent of the indemnities and liabilities assumed under the PO:
- Name Purchaser Group as an additional insured or equivalent (e.g. "indemnity to principal");
  - Contain a waiver of subrogation in favour of the Purchaser Group;
  - Be primary, non-contributory and not excess coverage; and
  - Be placed with substantial and reputable insurers to the satisfaction of Purchaser.
- 14.3 The Supplier shall provide Purchaser evidence of such insurance coverage upon demand.

#### 15. Force Majeure

- 15.1 Neither Purchaser nor Supplier shall be responsible for any failure to fulfil any term or condition of the PO if and to the extent that fulfilment has been delayed or prevented by a Force Majeure occurrence as hereunder defined, and which has been notified in accordance with this Article 15. For the purposes of this PO the phrase "Force Majeure" shall mean any event:
- the occurrence, continuation and consequences of which, by exercise of reasonable diligence the affected party is unable to prevent or control.
  - that falls within one or more of the following categories:
    - act of God;

- riot, war (including civil war), invasion, act of foreign enemies, hostilities (whether war is declared or not)
  - acts of terrorism, rebellion, revolution, insurrection of military or usurped power;
  - expropriation, confiscation, requisitioning or commandeering of all or part of the Goods or Services by any government;
  - explosion, fire, flood, earthquake, catastrophic weather conditions or other natural calamities;
  - strikes or industrial disputes at a national or regional level, or by labour not employed by the affected party, its subcontractors or suppliers and which affect a substantial or essential part of the Services;
  - Changes to, or introduction of, any general or local Statute, Ordinance, Decree, Law, regulation or bye-law of any duly constituted authority whether at local, regional or national level.
- 15.2 In the event of a Force Majeure occurrence, the party that is, or may be, delayed in, or prevented from, performing its obligations under the PO shall notify the other party forthwith, giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay. Notwithstanding the foregoing the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise the effects of any such occurrence and shall maintain frequent and regular contact for this purpose.
- 15.3 Save as may otherwise be provided for in the PO, no payments of whatever nature shall be made in respect of Goods or Services not provided for reasons of Force Majeure and each party shall bear its own costs, expenses and losses incurred as a result of a Force Majeure occurrence.

#### 16. Termination

- 16.1 Should the Supplier fail to perform any of its obligations pursuant to the PO or fails to do the same properly or in a timely fashion, and, in any case, if:
- the Supplier is declared bankrupt, put into receivership or placed under administration;
  - the Supplier receives or requests a suspension of payment;
  - the Supplier participates in a debt-restructuring scheme, whether or not voluntarily;
  - the Supplier ceases to operate all or a substantial part of its business, transfers it to a third party or liquidates it in another manner;
  - an attachment is levied in such a manner that there are reasonable grounds for doubting whether the Supplier will be able to continue all or part of its business activities (or those relevant to the Purchaser);
- then the Supplier shall be in default and the Purchaser shall be entitled, without any further notice of default and/or judicial intervention being required, to terminate all or part of the PO, without prejudice to the Purchaser's right to claim compensation for all loss or harm, expenses (including related judicial and extrajudicial expenses) and interest expenses it incurs.
- 16.2 In the event of termination pursuant to Article 16.1:
- Supplier shall only be entitled to payment for Good and/or Services satisfactorily delivered in full accordance with the PO up to the date of termination. Any expenses incurred by Purchaser as a result of such termination shall be recoverable by the Purchaser from Supplier. Any claims which the Purchaser may have or may acquire against the Supplier in the above cases shall be due immediately and payable in full.
  - Either the Purchaser shall pay to the Supplier such monies as would have been payable had the Supplier completed the PO in accordance with its terms less the costs to the Purchaser of completion and/or procurement and the amount of any damages suffered by the

Purchaser as a result of the Supplier's breach(es) of the PO, or, if the amount of such costs and damages exceeds the amount of such monies, the Supplier shall pay such excess to the Purchaser on demand.

- c) The Supplier shall remain fully liable for any further damages payable to the Purchaser under in accordance with its obligations under the PO.
- 16.3 The Purchaser shall at all times be entitled to terminate all or part of the PO by observing a written term of notice. In such case, the Purchaser shall compensate the Supplier in respect of Services and/or Goods provided in full accordance with the PO up to the date of termination, along with reasonable, unavoidable and documented direct costs incurred by the Supplier as a direct result termination of the PO.
- 16.4 In the event of termination for any reason, Supplier shall assign title in and deliver to the Purchaser such completed or partially completed Goods or Services and materials/articles for incorporation in the Goods or Services as the Purchaser shall direct and assign to the Purchaser in a form acceptable to the Purchaser, such Subcontracts between the Supplier and its Subcontractors as the Purchaser shall direct.

## 17. Suspension

- 17.1 Purchaser may temporarily suspend the performance of the PO or parts thereof by giving notice to Supplier. The notice shall specify which part of the PO provision shall be suspended, the effective date of the suspension and the expected date for the resumption of Supplier's performance. No compensation shall be payable in respect of any suspension arising as a result of Supplier default and any expenses incurred by Purchaser as a result of such suspension for default shall be recoverable by the Purchaser from Supplier.
- 17.2 Supplier shall resume performance of the PO after notification by Purchaser.

## 18. Approval

- 18.1 The Supplier shall notify the Purchaser in writing when the Supplier believes that the PO has been fully and correctly performed. The Purchaser shall notify the Supplier within a reasonable period of time whether or not the Services and/or Goods are approved. Goods and/or Services shall only be considered to have been accepted by the Purchaser after the Purchaser provides the Supplier with written notification that the Services have been rendered to the Purchaser's satisfaction. The Supplier shall maintain a true and correct set of records pertaining to all activities relating to their performance of this PO.

## 19. Intellectual property

- 19.1 Purchaser and Supplier shall retain any right, title or interest in their respective Background Intellectual Property.
- 19.2 Right to, or title or interest in, Intellectual Property developed during the performance of the PO that is specifically identified as a line item on a PO or for which Purchaser provides specific payment shall vest in Purchaser. Right to, or title or interest in, Intellectual Property developed during the performance of PO that is not specifically identified and for which payment is not provided by Purchaser shall vest in Supplier.
- 19.3 Supplier shall grant to Purchaser Group an irrevocable, royalty-free, non-exclusive and worldwide license to use Intellectual Property under this PO vesting in Supplier Group to the extent necessary for Purchaser to utilise, exploit, test, operate, maintain, repair, modify, extend or rebuild the Goods and/or Services.
- 19.4 Supplier shall notify Purchaser of such developed Intellectual Property which shall vest in Purchaser, and Supplier shall provide the necessary assistance to enable Purchaser to acquire and register such Intellectual Property.
- 19.5 Background Intellectual Property and developed Intellectual Property vesting in Purchaser according to this Article 19 shall not be used by Supplier for any other purpose than to perform PO. All documentation,

computer programs and copies of the same shall be provided to Purchaser at the date of delivery, unless explicitly agreed otherwise.

## 20. Confidentiality

- 20.1 During this PO, the Purchaser may disclose to the Supplier non-public confidential or proprietary information concerning its businesses and operations (including but not limited to drawings, data, business plans, customer lists and other trade secrets) that are confidential and proprietary to the Purchaser ("Confidential Information"). Supplier agrees that Confidential Information disclosed to it by the Purchaser will not, without the prior written approval of the Purchaser, be disclosed (other than to those of its employees, agents, professional advisors and representatives, and those of its Affiliates, with a need-to-know and who shall be bound to comply with the provisions of this Article 20) or used by it except in connection with the performance of this PO. The Supplier will be responsible for any breach of this Article 20 by, and jointly and severally liable with, its employees, agents, professional advisors and representatives and those of its Affiliates. Confidential Information does not include information which: (i) becomes generally available in the public domain other than as a result of a breach of this Article 20; (ii) Supplier is required to disclose pursuant to law, regulation or judicial order; (iii) was already in the Supplier's possession at the time disclosed, as evidenced by its written records; or (iv) was independently developed by the Supplier without use of the Confidential Information of the Purchaser. Upon termination of this PO, the Supplier will not use or disclose any Confidential Information received from the Purchaser, and upon the written request of the Purchaser, will promptly return each and every copy thereof, whether in written or electronic form, or will promptly destroy the same together with all documents and materials which contain or are based upon such Confidential Information.

## 21. Health, Safety and Environmental Obligations

- 21.1 Supplier shall comply with all relevant statutes, laws, rules and regulations of government agencies having jurisdiction during the term of the PO relating to safety, health and environmental protection.
- 21.2 The Supplier shall comply with Purchaser's HSE requirements and shall have formal systems for the management of health and safety in accordance with Good Industry Practice.
- 21.3 Supplier shall provide personnel at its own cost with sufficient Personal Protective Equipment (PPE) that is suitable for the performance of the PO. Such equipment shall be in conformance with generally recognised standards and shall be used in accordance with Applicable Law, Applicable Codes and Standards and Good Industry Practice.
- 21.4 The Supplier shall be responsible at its own expense for ensuring that all the Supplier's personnel are competent and are in possession of relevant certification.
- 21.5 The Supplier shall notify Purchaser of any unplanned incident arising from the Supplier's activities which has caused or has the potential to cause harm to people, environment or damage equipment.
- 21.6 Purchaser and/or Purchaser's client, or their authorised representatives, shall have unrestricted access at all reasonable times to the facilities, equipment, materials, personnel and records of Supplier to audit any or all of the Health, Safety and Environment management system(s).

## 22. Business Ethics

- 22.1 Supplier shall not act in any way that gives or may give rise to a liability under, violates or may violate any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, money-laundering, terrorism, sanctions, collusion or anti-trust, human rights violations (including slavery, servitude, forced or compulsory labour and human trafficking), use of Conflict Minerals or similar activities which are applicable to either party or to any jurisdiction in which any work under this PO is performed and which shall include (without limitation): (i)

the United Kingdom Bribery Act 2010, (ii) the United Kingdom Modern Slavery Act 2015, (iii) the United States Foreign Corrupt Practices Act 1977, (iv) any related enabling legislation pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (v) any United States, United Nations, Canadian or European Union sanctions.

- 22.2 Supplier shall defend, indemnify and hold Purchaser harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to any breach by it of this Article 22. Such indemnity obligations shall survive termination or expiration of this PO.
- 22.3 Notwithstanding any other provision of this PO, if Purchaser reasonably believes, in good faith and in its sole discretion, that the Supplier, in the course of carrying out its duties and obligations under this PO, has violated any of the provisions contained within this Article 22, it shall have the unilateral right to terminate this PO immediately without any liability to the Supplier whatsoever, exercisable immediately upon written notice to the Supplier. Furthermore, at any time during the term of the PO, Purchaser may in its sole discretion immediately terminate this PO, effective as of the date of the written notice to the Supplier, in the event that: (a) The Supplier or any of the Supplier's owners, counterparties or related parties become a restricted party on a sanctions list; or (b) The Supplier engages with, or Purchaser has reason to believe that the Supplier is engaging with, a sanctioned party on Purchaser's behalf.
- 22.4 Supplier shall notify the Purchaser immediately in writing with full particulars if it, its affiliates or any Person acting on behalf of it or its Affiliates, receives a request from any Government Official, public official or representative of a private company requesting illicit payments.
- 22.5 Supplier warrants that, except as has otherwise been disclosed in writing to the Purchaser prior to the outset of this PO, that none of the owners, shareholders, officers, directors, or business partners of Supplier is, or has any direct or indirect legal, financial, or other relationship with (a) a Government Official or his or her Family, (b) an officer, director, or employee of a government-owned or government-controlled enterprise, (c) a member of a royal family, (d) an officer, director, or employee of a public international organization, or (e) anyone acting for or on behalf of any of the foregoing.
- 22.6 During the period of this PO, and for a period to and including five (5) years after termination of this PO, Supplier will fully cooperate with any request of the Purchaser relative to any possible violation of law, convention, governmental investigation or inquiry, or litigation that may in any way relate to this PO, Supplier's performance of this PO, or the relationship of the Parties, and further, to the extent relevant to this PO, make available anyone under its direction or control (including but not limited to officers, directors, employees, and agents) available to the Purchaser to answer questions, respond to inquiries, or to be interviewed (and obtain whatever approvals or authorizations may be necessary for an individual to be questioned, subject to inquiry, or interviewed) in connection with the foregoing.
- 22.7 Supplier will make its books, records, and accounts available to Purchaser, and to keep copies thereof, to the extent relevant to this PO. Supplier provides Purchaser with the right to review or audit such books, records, and accounts of the Supplier to the extent relevant to this PO, by Purchaser or its authorised personnel, at any time up to and including five (5) years after termination of this PO. In the event that Purchaser exercises its audit rights under this Article 22, the Supplier shall make all relevant books, records, and accounts available to the Purchaser or its selected third-party personnel at the audit location.
- 22.8 Supplier shall, if and whenever requested by Purchaser, execute certification on a form acceptable to Purchaser confirming Supplier's continued compliance with the UK Bribery Act 2010, the FCPA, the Modern Slavery Act and other applicable anti-corruption laws.

## 23. Modern Slavery

- 23.1 Supplier represents, warrants and undertakes to the Purchaser that it shall not, and shall procure that its affiliates, directors, employees, contractors and agents shall not, in connection with this PO or with its business, affairs or operations, engage directly or indirectly in or condone the use of Slavery, Servitude, Forced or Compulsory Labour or be in breach of or contravene the provisions of the Modern Slavery Act.
- 23.2 Supplier shall defend, indemnify and hold the Purchaser harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to any breach by it of this Article 23. Such indemnity obligations shall survive termination or expiration of this PO.
- 23.3 Notwithstanding any other provision of this PO, if Purchaser reasonably believes, in good faith and in its sole discretion, that the Supplier, in the course of carrying out its duties and obligations under this PO, has violated any of the provisions contained within this Article 23, it shall have the unilateral right to terminate this PO immediately without any liability to the Supplier whatsoever, exercisable immediately upon written notice to the Supplier.

## 24. Provisions Surviving the PO

- 24.1 Termination of the PO and/or fulfilment of the parties' obligations under the PO shall not release the parties from obligations which expressly or by their nature survive the PO or extend beyond PO termination and completion.

## 25. Invalidity and Severability

- 25.1 If any provision of this PO shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this PO and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Purchaser and the Supplier agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 25.2 No waiver by either party of any default by the other party shall be construed as a waiver of any future defaults.

## 26. Contracts (Rights of Third Parties) Act

- 26.1 Subject to the express terms of Article 13 or any provision of the PO in so far as it applies to benefit members of the Purchaser Group and Supplier Group, the PO is not intended to confer rights on third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 (an Act of the Parliament of the United Kingdom) does not apply.

## 27. Data Protection

- 27.1 Where Supplier receives any Personal Data (as defined by the UK Data Protection Act 1998 or any successor legislation, including but not limited to the General Data Protection Regulation ((EU) 2016/697) and any secondary legislation) (hereinafter called the "Acts") from the Purchaser, it shall ensure that it keeps it confidential, fully complies with the provisions of the Acts, and only deals with the Personal Data to fulfil its obligations under this PO and for the purpose for which it was provided.
- 27.2 Where Supplier is based in a non-EEA country, Supplier must provide equivalent levels of protection for the Personal Data to that required by the Acts.
- 27.3 Supplier must notify the Purchaser immediately but in any event within 24 hours after becoming aware of any actual, suspected or alleged loss, leak or unauthorised use or disclosure of the Personal Data.

## 28. Classification and Country of Origin of Goods

- 28.1 For all items covered by this PO, Supplier agrees to provide to Purchaser the export classification (United States Munitions List Category or Export Control Classification Number (ECCN)) under the export control laws and regulations of Supplier's office accepting this order and the country from

which Supplier will ship the items covered by this order, the applicable Harmonized Tariff Schedule (HTS) code, and the applicable country of origin of the items.

31.4 English shall be the governing language of the PO. All matters pertaining to the PO, including written communication between the parties, shall be conducted in English.

## 29. Audit

- 29.1 Purchaser's representative and persons appointed by it are entitled to audit at Supplier's and Supplier's premises all payments to Supplier and its Subcontractors. Such audit right does not entitle Purchaser to examine the composition of rates or lump sum prices, except to the extent necessary for the proper evaluation of any variation works.
- 29.2 For the purpose of performing such audit, access shall be given during all office hours to all timesheets, records and other documents, including original invoices and supporting documentation from Supplier and its Subcontractors, together with all books of accounts incorporating such account details.
- 29.3 Such audit right shall apply during the period of the PO and up to five (5) years after the end of the year when the Goods have been delivered and/or Services, with the exception of warranty work, have been completed. If charges are proven incorrect, a new account shall be prepared.

## 30. Liens

- 30.1 Supplier shall not claim any lien or attachment on the Services or on any property of the Purchaser in the possession of the Supplier or at the location where Services are being performed.
- 30.2 Without prejudice to any other provisions of this Article 30, the Supplier shall save, indemnify, defend and hold harmless the Purchaser from and against all liens or attachments by any Subcontractors in connection with or arising out of the PO.
- 30.3 The Supplier shall immediately notify the Purchaser of any possible lien or attachment which may affect the Goods and/or Service and/or performance of the PO.
- 30.4 If at any time there is evidence of any lien or attachment to which, if established, the Purchaser or its property might be subjected, whether made by any persons against the Supplier or made by any Subcontractor against the Purchaser, then the Purchaser shall have the right to withhold and/or set off or otherwise recover from the Supplier such sum of money as will fully indemnify the Purchaser against any such lien or attachment.
- 30.5 Before withholding any payment due to the Supplier in accordance with Article 30.4, the Purchaser shall give to the Supplier a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the satisfaction of the Purchaser.
- 30.6 For the purposes of this Article 30, any reference to the Purchaser shall include its Affiliates and any references to the Supplier shall include its Affiliates.

## 31. Law and Disputes

- 31.1 Unless otherwise stated on the PO, this PO and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.
- 31.2 The parties recognize that the amicable settlement of disputes is in their mutual best interests. As such, the parties agree to promptly notify the other party of any dispute and to engage in good faith in consultations to resolve such a dispute. If such consultations do not resolve the dispute within sixty (60) Days from notification thereof, the parties agree to submit any dispute to consultations between the Managing Directors (or personnel of equivalent or higher authority) of the parties. If such consultations fail to resolve the dispute within sixty (60) Days from submission of the dispute to the Managing Directors of the parties, the dispute may be referred to and settled by English Courts.
- 31.3 The parties agree to waive all rights under or applicable to the UN Convention on Contracts for the International Sales of Goods (aka: Vienna Convention or International Sale of Goods Act).