

1 DEFINITIONS; RULES OF INTERPRETATION

1.1 Definitions

"Affiliate" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purposes of this definition **"subsidiary"** and **"holding company"** shall have the meaning assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

"Anti-Bribery and Corruption Laws" means all Applicable Laws relating to bribery, corruption, money laundering, fraud or similar activities, including those of: (a) the country of incorporation of either of the Parties; (b) any country in which the Work is to be carried out; and (c) to the extent not included in sub-Clause (a) or (b) of this definition: (i) the United Kingdom including in particular the United Kingdom Bribery Act 2010 and Proceeds of Crime Act 2002; and (ii) the United States including in particular the Foreign Corrupt Practices Act 1977.

"Applicable Laws" means all applicable laws and associated requirements of any Governmental Authority or applicable industry body, including conventions, regulations, directives, statutes, statutory instruments, ordinances, by-laws, orders, notices, decrees, rules, codes, codes of practice, standards, guidance and guidelines that are applicable to the Work, Goods, and the persons in relation to whom the term is used.

"Background Intellectual Property Rights" means all Intellectual Property Rights that are: (a) in existence at the Effective Date and were not created as a result of or in the course of the contemplation of the Work by or on behalf of Contractor; or (b) created after the Effective Date and not created as a result of or in the course of the performance of the Work by or on behalf of Contractor (and in each case including any modification of such Intellectual Property Rights).

"Bribe" means: (a) to offer, promise, give, authorise, request, accept or agree any payment, gift, benefit or advantage of any kind, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under Anti-Bribery and Corruption Laws, and **"Bribed"** shall be construed accordingly.

"Claims" means any of the following, including any combination thereof: causes of action (*in rem or in personam*), claims, assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys' fees, and sums paid by way of settlement and compromise and those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors and those made or enjoyed by dependents, heirs, claimants, executors, administrators or survivors.

"Company" means the party so described in the Purchase Order.

"Company Group" means, any or all of: (i) Company and its Affiliates; (ii) Coventurers in relation to the Work and their Affiliates; (iii) Company's other contractors (other than members of Contractor Group), and their subcontractors of any tier, who are engaged directly or indirectly by Company to perform work or services for the project to which the Work relates or are otherwise present at a location where the Work is being performed; and (iv) the respective officers, directors, Personnel and agents of any of the entities addressed in (i) through (iii) above; all the foregoing being **"members of Company Group"**.

“Consequential Loss” means any or all of the following, in each case arising out of or occurring in connection with the Purchase Order, or performance of the Work:

- (a) loss or deferment of revenue, profit or anticipated profit;
 - (b) loss of use, loss and or deferral of production, loss of product or business interruption; and
 - (c) loss of business opportunity or goodwill;
- in each case whether direct or indirect and whether or not any of the foregoing were (i) a natural result of the breach or matter giving rise to such loss or damages; or (ii) contemplated by the Parties at the time of execution of the applicable Purchase Order as a probable result of such a breach or matter; and
- (d) any Claim resulting from or arising out of any of the foregoing.

“Contractor” means the party so described in the Purchase Order.

“Contractor Group” means, any or all of: (i) Contractor and its Affiliates; (ii) Subcontractors and their Affiliates; and (iii) the respective officers, directors, Personnel and agents of any of the entities addressed in (i) and (ii) above; all the foregoing being **“members of Contractor Group”**.

“Coventurer” means any entity having an interest in a joint venture, consortium, or other joint association with Company (and being a party to the related joint operating agreement, unit operating agreement, joint venture agreement, production sharing agreement, or other agreement governing operations), on behalf of which the Work is being performed; and the successors and assigns of such entity.

“Customs Duty” means any duty to which goods are liable on entering or leaving any country, as laid down in the applicable Trade Tariff.

“Customs Formalities” means all the operations which must be carried out by the person concerned and by HM Revenue & Customs in order to comply with the statutory, regulatory, and policy provisions relating to the importation, exportation, movement, or storage of goods, including any conditions which must be met in order to obtain relief from any Customs Duty.

“Customs Simplification Procedure” means any facilitation method accepted by HM Revenue & Customs which permits imports and exports to be cleared by HM Revenue & Customs more quickly and easily than normal full import or export declarations including the Entry Into Declarants Records and Simplified Declaration Procedure.Procedure.

“Exporter of Record” means the party responsible for (i) declaring the export to HM Revenue & Customs; (ii) ensuring that the export complies with the Applicable Laws of the country of export; and (iii) paying all applicable taxes and export duties payable on the export.

“Force Majeure” means an event or occurrence, or condition resulting therefrom, that: (i) delays or renders impossible the affected Party’s performance of its obligations under the Purchase Order; (ii) is beyond the reasonable control of the affected Party and not due to its negligence or breach of duty (statutory or otherwise); and (iii) was not reasonably foreseeable, or if foreseeable could not have been prevented or avoided by the affected Party through the exercise of due diligence. To the extent that (i) through (iii) above are satisfied, Force Majeure includes catastrophic storms or floods, tornadoes, hurricanes, typhoons, cyclones, tsunamis, earthquakes, and other acts of God; wars (declared or undeclared); civil disturbances; terrorist attacks; revolts; insurrections; sabotage; national or industry-wide strikes or lock-outs; commercial embargoes; fires; explosions; and actions of a Governmental Authority that were not requested, promoted, caused by, or imposed as a result of actions or failures to act of, the affected Party.

“Foreground Intellectual Property Rights” means all Intellectual Property Rights that arise as a result of or in the course of the contemplation or in the performance of the Work by or on behalf of Contractor, but excluding all Background Intellectual Property Rights.

“Goods” means any equipment, materials, spare parts or other items of any nature to be provided by any member of Contractor Group to Company in relation to the Work and that will be subject to a transfer of title to Company together with any associated items such as software, firmware, special tools, handling, installation and removal aids, spare parts, data, drawings, operating and maintenance manuals, and other documentation in relation thereto as required by Company.

“Governmental Authority” means the government of any country, county, region or any political subdivision thereof, claiming, having, or exercising jurisdiction over Company, any of the members of Contractor Group, any location where the Work is being performed, or the Work, including all agencies, instrumentalities, and political subdivisions of, and entities controlled or commissioned by, such government; any judicial, executive, legislative, administrative, police, military, or regulatory body of any government or political subdivision thereof; and any official of any of the foregoing.

“Importer of Record” means the party responsible for (i) declaring the import to the applicable Governmental Authority (which for the UK is HM Revenue & Customs); (ii) ensuring that the import complies with the Applicable Laws of the country of import; and (iii) paying all applicable taxes and import duties payable on the import.

“Indemnify” means defend, indemnify, release and hold harmless; and cognate terms such as **“Indemnified”**, **“Indemnifying”**, **“Indemnification”**, **“Indemnity”**, **“Indemnitor”**, and **“Indemnatee”** are and be construed accordingly.

“Intellectual Property Rights” or “IP Rights” means patents, rights to inventions, moral rights, trademarks, service marks, logos, get up, trade names, rights to prevent passing off or unfair competition, rights in internet domain names and website addresses, rights in designs, copyright (including rights in computer software and moral rights), database rights, semiconductor topography rights, utility models, rights in confidential information including know-how and all other intellectual property rights, in each case whether registered or unregistered and including applications (and the right to apply) for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Invitee” means (i) with regard to Company Group, any person whose presence at a worksite is at the invitation of Company or another member of Company Group but who is not, directly or indirectly, under contract or subcontract with Company; and (ii) with regard to Contractor Group, any person whose presence at a worksite is at the invitation of Contractor or another member of Contractor Group but who is not, directly or indirectly, under contract or subcontract with Contractor. Provided, however, that Governmental Authorities or other persons whom a Party is required by Applicable Laws to allow to enter upon a worksite are not considered Invitees of either Party.

“Party” means either Company or Contractor, as the context so requires, and **“Parties”** shall be construed accordingly.

“Personal Injury” means any injury suffered by a natural person, including death, sickness, ill health, disease, mental anguish, and mental distress.

“Personnel” or “personnel” means, in relation to an entity, such entity’s permanent, part-time, special, seconded, contract, or temporary staff, whether its employees or otherwise, and (i) employees of such entity’s Affiliates who are providing services to such entity in relation to the Work; and (ii) individuals engaged to act for such entity in a consultancy or similar role and who work under its direct control.

“Price” means the price of the Work set out in the Purchase Order.

“Property” means, in relation to any of the members of Company Group or Contractor Group respectively or any other person, property of whatsoever nature that is owned, hired, leased, rented, or howsoever otherwise obtained by such member or other person. Provided that Goods are not included in the defined term “Property” until delivery and acceptance of the Goods in accordance with the Purchase Order. All items provided by members of Contractor Group in relation to or for performance of the Work that are not subject to a transfer of title to Company (including such items provided on the basis of hire, lease, or rental charges to Company) are exclusively the Property of the respective members of Contractor Group, and never the Property of any member of Company Group.

“Purchase Order” means the contract between the Parties for the provision of Work, which incorporates these terms and conditions, any additional terms and conditions in accordance with [Clause 1.2.4](#), and any amendments pursuant to [Clause 23.2](#).

“Specifications” means those documents which set out requirements for engineering, materials, standards, and workmanship for the Work and performance of related services, which are:

- (a) included in the Purchase Order; and/or
- (b) subsequently formally transmitted by Company to Contractor utilising Company document control system or otherwise using a transfer method specifically approved in the Purchase Order.

“Subcontract” means an agreement (of any tier) for the performance, supply or provision of any part of the Work, excluding the Purchase Order.

“Subcontractor” means any party (other than the Contractor) that is party to a Subcontract.

“Tariff Code” means the relevant code number within the Trade Tariff which will determine the duties and measures applicable to the import, export, and transit of goods to and from the UK.

“Taxes” means any and all applicable (i) income, excess profit, or other taxes, charges, and imposts assessed or levied on account of earnings; (ii) social charges and social security contributions; (iii) import and export and other duties, imposts, fees (including those for licences and registrations), levies, dues, and other similar charges of every kind; which may be assessed or imposed, wherever and whenever, by any Governmental Authorities with respect to any of the members of Contractor Group, and arising out of or in connection with the Purchase Order; including on account of (a) wages, salaries, and benefits paid, payable, or provided to such members of Contractor Group; or (b) any Property of any of the members of Contractor Group.

“Third Party” means any person that is not a member of the Company Group or Contractor Group, and **“Third Parties”** shall be construed accordingly.

“Trade Tariff” means the official system of the appropriate authority which sets out the duties and measures affecting the import, export, and transit of goods to and from the UK, including the nomenclature of the Harmonized Commodity Description and Coding System and the UK Trade Tariff.

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere, including but not limited to sales and use taxes and goods and services taxes.

“Work” means all activities to be performed by or on behalf of Contractor under the Purchase Order, including provision of Goods, together with everything else that may be reasonably inferred from the Purchase Order as needing to be done by or on behalf of Contractor in order for Contractor to fulfil all its duties, obligations, and responsibilities under the Purchase Order.

1.2 Rules of Interpretation

- 1.2.1 The Purchase Order constitutes the entire agreement between Company and Contractor with regard to the Work, and (save as provided in [Clause 1.2.4](#) supersedes all prior negotiations, representations, or agreements relating to the subject matter of the Purchase Order, either written or oral. In particular, any terms or conditions that Contractor may attach or refer to in any written material (including, without limitation, on any invoice or packing note) or any course of dealing between Contractor and Company are of no effect.
- 1.2.2 Captions and headings used in the Purchase Order are inserted solely for convenience and are not to be taken into consideration in interpretation of the Purchase Order.
- 1.2.3 When the context admits or requires, words importing the singular include the plural and vice versa and references to a gender include every gender.
- 1.2.4 If the Purchase Order is issued pursuant to another existing agreement between Company and Contractor, the terms and conditions referenced in the said existing agreement apply to the provision of the Work and are to take priority in the event of any conflict with these terms and conditions.

2 BASIS OF THE PURCHASE ORDER

- 2.1 Contractor shall perform the Work in accordance with the Purchase Order. The Purchase Order is not an exclusive contract with Contractor for provision of the kind of goods and/or performance of the kind of services referred to in the Purchase Order.
- 2.2 Contractor and Company agree and accept that:
 - 2.2.1 Company enters into the Purchase Order for and on behalf of itself and its Coventurers;
 - 2.2.2 Contractor shall look only to Company for the due performance of the Purchase Order Off and nothing contained in the Purchase Order will impose any liability upon or entitle Contractor to commence any proceedings against any Coventurer other than Company;
 - 2.2.3 Company is entitled to enforce each Purchase Order on behalf of itself and Coventurers. For that purpose Company may commence proceedings in its own name to enforce all obligations and liabilities of Contractor and to make any claim which any Coventurer may have against Contractor;
 - 2.2.4 all losses, damages, costs (including legal costs) and expenses recoverable by Company pursuant to the Purchase Order or otherwise shall include the losses, damages, costs (including legal costs) and expenses of Coventurers and its and their respective Affiliates except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to either Party under the Purchase Order. All limitations of Contractor's liability set out in the Purchase Order shall represent the aggregate cumulative limitation of the liability of Contractor to Company, its Coventurers and its and their respective Affiliates; and
 - 2.2.5 Contractor shall not communicate, directly or indirectly, with any Coventurer concerning any matters pertaining to the Purchase Order.
- 2.3 The documents comprising the Purchase Order (including the provisions of these terms and conditions that are incorporated therein by reference) are to be read as one instrument. In the event of conflict between the documents comprising a Purchase Order, the conflict is to be resolved in accordance with the following order of precedence: i) the terms of the Purchase Order, then ii) these terms and conditions.
- 2.4 The Purchase Order is deemed to have been accepted by Contractor on the earlier of Contractor's written confirmation of the same or commencement of the Work by Contractor.

3 PERFORMANCE OF WORK

- 3.1 Contractor shall properly perform its obligations under the Purchase Order with the standards of skill, care, expertise, and knowledge as pertain to first-class reputable contractors experienced in the supply of goods and/or services of a similar nature. All Work is to be fit for its intended purpose (when specified in the applicable Purchase Order, otherwise for its customary purpose). The quantity, quality, and description of the Work is to be as specified in the Purchase Order and/or in the applicable Specifications. Company may reject any Work which is not performed in accordance with the Purchase Order and/or the Specifications. Contractor shall immediately take such action as is required to rectify such rejected Work at Contractor's sole cost and without adjustment to the Price.
- 3.2 Contractor shall use sound engineering and technical principles that are generally accepted in the industry.
- 3.3 Contractor shall provide at its own cost and expense all materials, equipment, supplies, suitably skilled and experienced personnel and all other things whatsoever, whether of a temporary or permanent nature necessary for the complete and proper performance of the Work. Contractor is responsible for training and verifying that the personnel of Contractor Group are properly prepared to perform the Work.
- 3.4 Contractor shall use or furnish materials, equipment, and supplies that are fit and new (unless otherwise agreed in writing). All such materials, equipment and supplies and all Goods to be provided shall be free of liens, charges, encumbrances and retention of title claims.
- 3.5 Contractor shall perform its obligations strictly in compliance with all requirements pertaining to time that are set out or referred to in the Purchase Order or within a reasonable time if no time is specified.
- 3.6 Contractor shall comply (and shall ensure that all other members of Contractor Group comply) with all Applicable Laws, and all applicable exhibits, policies, and guidelines set forth by Company, as amended from time to time, including, without limitation, those relating to matters of health, safety, quality and the environment; business ethics; export and re-export control; and offshore requirements. Contractor, by its acceptance of the Purchase Order and/or commencement of the provision of the Work, confirms it has been given a copy of or access to Company's policies and guidelines which are applicable to the performance of the Purchase Order. Company policies and guidelines can be found at <https://www.harbourenergy.com/vendor-relations>.
- 3.7 Contractor shall co-operate with Company in providing an appropriate response to any emergency occurring at the worksite and shall immediately take such action as may be necessary for the protection of life, the environment and the safety and security of property where the same is in imminent peril.
- 3.8 Subject to [Clause 11](#), Contractor shall Indemnify each of the members of Company Group from and against any and all Claims arising out of failure by any of the members of Contractor Group to comply with Applicable Laws.
- 3.9 Contractor shall review the Specifications, data, or other information that Company supplies, and is responsible for, as soon as possible, identifying and obtaining clarification of any discrepancies, errors, or omissions in the Specifications, data, or other information. Contractor is liable for any and all costs and expenses arising from its failure to promptly obtain such clarification.

- 3.10 Contractor shall perform the Work as an independent contractor. Contractor and its Personnel are never to be considered agents, employees, or Personnel of Company. Contractor shall not execute contracts on behalf of Company nor is Contractor or any of its Personnel to act as Company's agent or employee. Subject to the provisions of this Clause 3.10, Contractor shall comply with all instructions of any Company authorised representative that may be given from time to time and provided that such instruction relates to the results to be achieved and not the specific ways in which the Work is to be accomplished.
- 3.11 Contractor shall, and shall procure that its Subcontractors shall, cooperate fully with Company and its Subcontractors and shall provide such persons with all access as may be required in connection with the performance of the Work.
- 3.12 Contractor shall obtain and maintain all licences, permits, consents, authorisations and approvals required in order to perform the Work, except where Applicable Laws expressly obligate Company to obtain any of these.
- 3.13 Contractor shall provide all documentation and deliverables required under the Purchase Order in electronic format unless otherwise requested by Company.
- 3.14 Contractor shall, and shall ensure other members of Contractor Group shall, at all times cooperate with Company's other contractors, subcontractors, and suppliers performing, engaged in or connected with any work for Company, as directed by Company, and otherwise adjust its operations to assist Company in achieving the overall most efficient, timely, and cost-effective execution of Company's applicable work programmes.
- 3.15 Company is not liable to pay Contractor for non-productive time when Work is unable to proceed for reasons within Contractor's responsibility under any the Purchase Order. Such reasons include (i) unavailability, breakdown, or repair or non-routine servicing of equipment of any of the members of Contractor Group; or (ii) shortage of Personnel of any of the members of Contractor Group; or (iii) concerns with regard to any unsafe act or failure or failure to act on the part of Personnel of any of the members of Contractor Group.

4 INSPECTION AND TESTING OF THE WORK

- 4.1 Company may inspect and/or test the Work at all reasonable times to verify that all Work is being conducted in a manner that ensures all agreed requirements are being met, during manufacture, processing, storage, or otherwise; and Contractor shall provide Company with all facilities and assistance reasonably required for such inspection and testing. Notwithstanding any such inspection and testing, Contractor shall remain fully responsible for the Work, and such inspection or testing does not diminish or affect Company's rights pursuant to the Purchase Order.
- 4.2 If Company is not satisfied that the Work will comply in all respects with the Purchase Order, Contractor shall forthwith take all necessary steps as directed by Company to ensure compliance, without prejudice to any other rights of Company.
- 4.3 Failure of Company to inspect, test, or bring to the attention of Contractor any defect or non-conformance of the Work does not in any way relieve Contractor of its obligations under the Purchase Order.

5 OFFSHORE WORK

- 5.1 When any part of the Work is to be performed at an offshore Company worksite, Company will provide, unless otherwise specified in the Purchase Order, transportation at its expense for Goods and Contractor Group's equipment, machinery, material, supplies, and Personnel between Company's designated embarkation point or other place of delivery as specified in the Purchase Order and the relevant offshore worksite in accordance with Company's routine transportation schedule, and will furnish necessary accommodation and messing for Contractor's Personnel at the offshore worksite. Contractor shall comply, and shall cause its Personnel and the other members of Contractor Group and their Personnel to comply, with Company's rules regarding transportation, accommodation and messing.

- 5.2 Contractor is responsible for all costs of transportation and meals and lodging before departure from Company's designated place of departure and after return to Company's designated place of return. Furthermore, all goods, equipment, machinery, material, and supplies for the Work offshore are to be delivered by Contractor to Company's designated place of delivery at Contractor's cost in due time, properly packed and marked for transportation.

6 VARIATIONS

Company may instruct Contractor in writing to make changes to the Work, which may include, without limitation, additions, omissions, substitutions, and changes in quantity, quality, form, character, kind, position, dimension, level, or line and changes in any method of construction specified by Company. Contractor shall immediately proceed with any such Company-instructed changes. The remuneration payable under the Purchase Order will be adjusted as appropriate.

7 PRICING, INVOICING, AND PAYMENT

- 7.1 Company will pay Contractor, in accordance with the applicable Purchase Order, for Work properly performed. All rates and prices set out in a Purchase Order (i) are fully inclusive, and provide for Contractor's due fulfillment of all its obligations in respect of such Purchase Order; and (ii) unless expressly provided otherwise, are to remain in effect and not be subject to change for the entire term of the Purchase Order, and any extension thereof. Any item for which there is not a specific rate or price, or which is not otherwise expressly identified as being separately remunerable in the applicable Purchase Order, is not chargeable to Company but deemed to have been provided for in the rates and prices set forth in the Purchase Order. Company is entitled, at its sole discretion, to reject any invoice, or part thereof, which is not submitted in accordance with the provisions of this Clause 7.

- 7.2 Contractor shall provide its invoices, in the currency or currencies stipulated in the applicable Purchase Order:

7.2.1 for Work performed on a lump sum or fixed price basis, in accordance with the timing and requirements provided in the applicable Purchase Order; or

7.2.2 for Work performed on the basis of unit rates and prices, or reimbursement of substantiated actual costs, promptly after the end of each calendar month for amounts payable for Work performed in that month, unless expressly provided otherwise in the applicable Purchase Order.

- 7.3 Each invoice is to be submitted in such form, and accompanied by such supporting certification and documentation, as Company may require for verification that amounts charged are in conformance with the applicable Purchase Order. Each invoice is to cite the Purchase Order number, Purchase Order line item, Vendor Service Number, unit of measure, and Price as references together with such other details as Company may require.

7.4

7.4.1 Within thirty (30) days of Company's receipt at the delivery address, e-mail address or system as designated in the Purchase Order of each undisputed invoice that is properly presented, together with all required supporting documentation, Company will pay, or cause to be paid, the amount of the payment request. Provided, however, that when this would mean a payment falling due on a day when either Company's bank or Contractor's bank is not open, such payment will not be due until the next business day when both banks are open. Subject to the foregoing, the value date stipulated in Company's payment instruction to its bank will be construed as the actual date of payment.

7.4.2 If Contractor provides an invoice more than ninety (90) days after the time of performance of the particular Work to which such invoice relates, Company is not liable, to the extent permitted by Applicable Laws, to Contractor or any other member of Contractor Group (i) for settlement of such invoice or (ii) otherwise to remunerate any member of Contractor Group for the performance of the Work covered by such invoice. Contractor hereby fully releases and discharges Company from any liability related to such late-presented invoices. Provided, however, that this provision does not apply to payment requests that Contractor presents after such 90-day period in regard to final settlement of disputes in relation to amounts originally included in invoices submitted before the end of such 90-day period.

7.4.3 Company will inform Contractor promptly if Company disputes any invoice, in whole or in part. As required by Company, Contractor shall issue a new invoice for the undisputed portion or issue a credit invoice to allow for payment of the undisputed portion of the payment request while the dispute over the remaining part is resolved. Contractor's issuance of such new invoice or credit invoice is not to be construed as Contractor's admission that Company was necessarily correct in disputing the original invoice. The payment period set out in [Clause 7.4.1](#) will run from Company's receipt of the new invoice or credit invoice. Company and Contractor will endeavor in good faith to resolve the dispute without undue delay. Notwithstanding the foregoing provisions of this [Clause 7.4](#), Contractor shall submit an invoice and Company will pay any further amount due to Contractor pursuant to such resolution as soon as practicable.

7.5

7.5.1 Company has the right to deduct from or set off against sums due to Contractor, or invoice Contractor directly for any sums properly due and owing to Company from Contractor for any reason. Company will notify Contractor of such deduction or set-off, providing its reasons for such action.

7.5.2 In the event that either Party is entitled to recover from the other Party any costs incurred, then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but no element of profit.

7.6 Any Payments made by Company shall not prevent Company from filing Claims or prejudice its right to recover the amount of any such Claims, however or whenever they may have arisen. Without limiting the type or nature of such Claims, Company may recover any sums paid to Contractor by mistake of law or fact. Payments are not to be construed as acceptance or evidence of approval of Work.

7.7

7.7.1 Contractor shall receive purchase orders and prepare and submit invoices electronically for all Work, via Company's Commerce Automation system using the SAP Business Network or other mutually agreed electronic format except where directed by Company that the Company's Commerce Automation System is not enabled.

7.7.2 Once Contractor shall submit electronic order confirmations to Company, Advanced Shipping Notifications (for supply of Goods) and service entry sheets (for services, including rental equipment) via Company's Commerce Automation system using the SAP® Business Network, unless otherwise directed by Company. If Contractor wishes to notify Company of any discrepancies in the content and scope of the purchase order, including but not limited to the advised delivery date, price or VAT rates applied, this must be advised at order confirmation stage to allow the purchase order to be checked and revised subject to such revisions being mutually agreed between the Parties.

- 7.7.3 Contractor shall prepare invoices in terms of quantity and value against the purchase order and where submitted via Commerce Automation either a Goods receipt (for materials supply) or an approved service entry sheet (for services including rental equipment). Once the invoice has been successfully submitted and matched, taking account of any applicable credit invoice addressed in [Clause 7.4.3](#), Company shall pay the amount of such invoices by bank transfer to Contractor's designated bank account in accordance with the terms set out in this [Clause 7](#).
- 7.7.4 When directed by Company that Commerce Automation is not enabled, Contractor shall submit to Company an invoice as an invoice to the Bill To or Invoice To address as appropriate or email address designated in the purchase order.
- 7.7.5 Contractor shall be responsible for ensuring that the correct purchase order, purchase order line item, description, External Service Number (for services including rental equipment), unit of measure, quantity, delivery / services dates and price are correctly input within each electronic service entry sheet and invoice (with the assistance of Company where required) to minimise the occurrence of discrepancies between the value of invoices paid by Company and the value of Work performed as documented in Contractors systems. The VAT rates to be applied shall be determined by the Company at line level on the purchase order and will then be used for the purpose of VAT matching on the invoice. In the event Contractor disagrees with the VAT rates determined by Company at purchase order or invoice stage, they should contact the company representative referred to in the Purchase Order.
- 7.7.6 To the extent a Contractor is an enabled using Company's Commerce Automation system, the generated invoice from the SAP® Business Network will be the final invoice for VAT return purposes.
- 7.7.7 Contractor shall promptly notify Company of any disputes in respect of payments made against invoices issued by Company. Company and Contractor shall endeavour to settle and adjust any disputed amount forthwith.
- 7.7.8 Company's e-mail addresses for electronic invoicing questions and issues are: AccountsPayableUK@harbourenergy.com
- 7.8 Should Contractor procure any items at Company's request on a reimbursable basis, Company will pay Contractor the actual cost of such items, in accordance with the Purchase Order, less any cash, volume, or other discounts, rebates and allowances to which Contractor may be entitled, plus such handling charge, if any, addressed in the pricing provisions of the applicable Purchase Order. In its applicable invoices, Contractor shall furnish Company with copies of the third party invoices covering such items as well as an accounting of any discounts, rebates, and allowances related thereto.

8 TAXES

8.1

- 8.1.1 Contractor shall be responsible and liable for all proper and timely reporting, filing, and payments with regard to any and all Taxes.
- 8.1.2 Contractor shall Indemnify Company and Company's Affiliates and Coventurers from and against any and all Claims for payment of Taxes made directly or indirectly against Company or Company's Affiliates or Coventurers or against any of the members of Contractor Group by any taxing Governmental Authorities claiming jurisdiction over (i) any of the members of Contractor Group; or (ii) the Purchase Order.

- 8.1.3 Without prejudice to the generality of [Clause 8.1.2](#), Contractor shall Indemnify Company, Company's Affiliates and Coventurers from and against any Claims arising from the operation of the off payroll working legislation contained in Part 2, Income Tax (Earnings and Pensions) Act 2003, or equivalent or replacement legislation which creates any liability in respect of persons engaged by Contractor or Contractor Group in respect of the Work. Contractor shall provide all necessary information to Company to enable Company, Company's Affiliates and Coventurers to meet their respective obligations under such legislation.
- 8.1.4 Except for those Taxes addressed in [Clause 8.3](#), Contractor is deemed to have taken full account in the rates, prices, and mark-ups for each Purchase Order of all applicable Taxes, including withholding Taxes, for which Contractor is liable under this [Clause 8.1](#) or [Clause 8.2](#). Company has no responsibility to remunerate Contractor separately for any such Taxes, nor for any subsequent changes to such Taxes.

8.2

- 8.2.1 Company has the right to withhold from sums otherwise due to Contractor any Taxes or other amounts required by Applicable Laws to be withheld, and Company will pay the same to the appropriate taxing Governmental Authorities when due. Company will use reasonable efforts to secure and provide Contractor with available Governmental Authority receipts evidencing payment of Taxes so withheld.
- 8.2.2 Should Contractor claim exemption from such withholding, Contractor shall provide Company with all evidence from the applicable Governmental Authority as may be required by Applicable Laws and Company to substantiate that Company is not required to withhold the applicable amounts from payments to Contractor. Contractor shall be solely liable for all Taxes or other amounts withheld pursuant to this Clause 8.2, and Company has no obligation to reimburse Contractor for any such Taxes or other amounts withheld.
- 8.3 Invoiced amounts due by Company to Contractor under Purchase Orders are subject to such VAT, excise, and other similar Taxes that Contractor is obligated by Applicable Laws and duly authorised by applicable Governmental Authorities to charge. Such Taxes and VAT are to be separately identified on payment requests and invoices issued pursuant to [Clause 7.7](#) and Company will pay such amounts to Contractor in addition to the rates and prices set out in the applicable Purchase Order. Contractor shall make all reasonable efforts to minimise its liability to pay and to recover from Company any VAT or other aforementioned Taxes which may be assessed on payments under any Purchase Order. Contractor shall have due regard to the place of supply VAT rules and [Clause 3](#). Contractor shall cooperate fully with Company in any reasonable and lawful effort by Company to reduce or eliminate any such VAT or other aforementioned Taxes for which Company may be liable in relation to a Purchase Order.
- 8.4 Contractor shall not charge to Company, nor seek reimbursement from Company of any VAT, or any similar Taxes charged directly or indirectly to Contractor by any Subcontractor, and no such Taxes or VAT is subject to remuneration by Company. Applicable Taxes and VAT with respect to all goods, services, and other items used by members of Contractor Group in, or incidental to, performance of the Work shall be (i) paid by Contractor either to the pertinent Subcontractors or directly to the appropriate taxing Governmental Authorities; and (ii) neither charged to nor subject to reimbursement by Company.
- 8.5 Subject to [Clause 8.7](#), Contractor represents and warrants to Company that it is resident in the United Kingdom ("UK") for UK tax purposes and will remain so throughout the duration of the Purchase Order.

- 8.6 Notwithstanding [Clause 8.5](#), Contractor undertakes to notify Company of any change in Contractor's UK tax residency during the term of the Purchase Order. Such notification shall be communicated to Company not less than thirty (30) days prior to any such change in Contractor's UK tax residency status, and such requirement for Contractor to notify Company under this Clause 8.6 will invoke Company's right to withhold sums payable under the Purchase Order in accordance with [Clause 8.7](#). Any tax liabilities, penalties, interest, or other costs, expenses, or charges incurred as a result of Contractor's change in UK tax residency status shall be solely for Contractor's account.
- 8.7 If Contractor is not UK tax resident at the date of executing the Purchase Order or if Contractor ceases to be UK tax resident during the term of the Purchase Order, Contractor shall provide to Company within fifteen (15) days from Contractor's receipt thereof an exemption certificate ("**Certificate**") as issued by HM Revenue & Customs under Part 7A of the Taxes Management Act 1970. In the event that after diligent efforts Contractor is unable to obtain the Certificate prior to the commencement of the Work, or prior to a change in Contractor's UK tax residency status, or if the Certificate is later withdrawn for any reason, Company will be entitled to withhold from the amounts otherwise payable under applicable Purchase Orders, and if applicable, in addition to any withholding or set-off provided for elsewhere in the Purchase Order or required by Applicable Laws, a sum equal to nineteen percent (19%), or if different the full rate of UK corporation tax applicable at the time the relevant sums fall due for payment, of that portion of the relevant sums payable to Contractor under applicable Purchase Orders which relates to Work performed but not covered by the Certificate. Company shall be entitled to retain such sum until it is satisfied that neither it nor any of its Affiliates or Coventurers is exposed to any actual or contingent liability in respect of Taxes. Notwithstanding the foregoing, any such sums retained by Company should not be unreasonably withheld from Contractor.
- 8.8 When personnel of members of Contractor Group are assigned to perform Work on the UK Continental Shelf ("**UKCS**"), the following provisions apply:
- 8.8.1 Contractor shall notify Company, not later than thirty (30) days prior to any Work being undertaken, of all circumstances where personnel assigned to perform Work are not directly employed by Contractor. Such notification shall only be required where the direct employer of the personnel is not UK tax resident and does not have an associated company (within the meaning of section 449 of the Corporation Tax Act 2010) resident in the UK.
- 8.8.2 When personnel assigned to perform Work are or become direct employees of a non-UK tax resident member of Contractor Group and the non-UK tax resident employer does not have an associated company (within the meaning of section 449 of the Corporation Tax Act 2010) resident in the UK, Contractor shall procure that the direct employer of the personnel obtains for Company within thirty (30) days UKCS oil field licensee certificates ("**UKCS Certificates**") as issued by HM Revenue & Customs under regulations 114A to 114D of The Social Security (Contributions) Regulations 2001 and regulations 84A to 84D of The Income Tax (Pay As You Earn) Regulations 2003, or any amendment to, consolidation, re-enactment, or replacement of such laws.

- 8.8.3 Until such time as the UKCS Certificates are received by Company, or if the UKCS Certificates are later withdrawn by HM Revenue & Customs, Company is entitled to withhold from the sums otherwise payable to Contractor under applicable Purchase Orders in respect of the personnel assigned to perform Work (i) sixty percent (60%) of such amounts as an estimate of the UK Pay As You Earn (“**PAYE**”) and National Insurance Contributions (“**NIC**”) liability due to HM Revenue & Customs in respect of Work performed, plus (ii) a non-refundable two percent (2%) charge, representing an estimate of the cost to Company in administering PAYE and NIC in the absence of any UKCS Certificates. Both withholdings under (i) and (ii) are in addition to any withholding or set-off provided for elsewhere in the Purchase Order or required by law. Where Contractor or direct employer proves to Company’s satisfaction that any such liability in respect of PAYE, NIC, and any associated penalties and interest have been settled in full with HM Revenue & Customs, Company will pay any associated withholding under (i) above within thirty (30) days of Company notifying Contractor of its satisfaction.
- 8.8.4 If Contractor (in respect of the direct employer) does not obtain any UKCS Certificate for Company, or if any UKCS Certificate is later withdrawn by HM Revenue & Customs, Contractor shall provide all such information as required by Company in order to satisfy the obligations imposed on Company as a consequence of Contractor or direct employer not securing the UKCS Certificate from HM Revenue & Customs. Contractor shall provide such information no later than ten (10) days following a written request by Company. Failure to comply with this provision will result in Company being entitled to terminate the Purchase Order.
- 8.9 Contractor affirms it is aware of the reporting obligations on Company under Schedule 23 of Finance Act 2011. If Contractor makes payments to a Subcontractor not resident in the UK for UK tax purposes which would have to be reported by Company pursuant to said Act, Contractor shall submit to Company a notice on a calendar quarterly basis throughout the duration of the Purchase Order no later than fifteen (15) days after the end of each quarter. Such notice shall be sent to the address and contact specified in the Purchase Order and is to provide the name and address of each Subcontractor to which payments were made, provided that only payments exceeding a cumulative total of £1,250 (one thousand two hundred and fifty Pounds Sterling) per calendar quarter in respect of each such Subcontractor need to be disclosed. Any penalties or interest charged to or levied on Company by HM Revenue & Customs or any other Governmental Authority in respect of any obligations or liabilities relating to the operation of Schedule 23 of Finance Act 2011 shall be for the account of Contractor to the extent that such penalties or interest, in whole or in part, arose solely as a result of Contractor failing to notify Company in accordance with this Clause 8.9.
- 8.10 Contractor shall, and shall procure that all applicable members of Contractor Group shall, furnish the Company with such documentation in relation to the Contractor Group’s activities under the Purchase Order as may be requested by Company for any purpose, including enabling Company to fulfil its obligations relating to taxation or to comply with any request by any taxing Governmental Authority, and where such information is not known to Contractor or the applicable member of Contractor Group, Contractor shall use its best endeavours to obtain it or to procure that the relevant member of the Contractor Group shall obtain it.
- 8.11 Contractor shall, and shall procure that all applicable members of Contractor Group shall, retain all documentation relating to Contractor Group’s activities under or pursuant to the Purchase Order as shall enable Contractor to comply with its obligations under this [Clause 8](#).
- 8.12 Company may offset any amounts due from Contractor under the Indemnities in this [Clause 8](#) from any payments which Company is, or becomes, due to make to Contractor under the Purchase Order.
- 8.13 Subject to [Clause 8.13.6](#), in circumstances where Property of Contractor or other members of Contractor Group will be exported to or imported from the United Kingdom Continental Shelf or any other location as part of the Work, the following provisions apply:

- 8.13.1 Unless instructed otherwise by Company, Contractor will be the Exporter of Record and Importer of Record for Property of Contractor or other members of Contractor Group. Contractor shall ensure that the necessary Customs Formalities for all of its exports and imports are completed expeditiously and in advance of the delivery of the Property of Contractor or other members of Contractor Group to the designated embarkation or disembarkation point or any other location nominated by Company. Contractor shall ensure that the delivery of Property of Contractor or other members of Contractor Group is accompanied by satisfactory evidence that the Customs Formalities have been completed and that the property has been cleared for export or import. Contractor shall comply with Company's instructions and requests and Contractor shall follow all procedures implemented by Company for the purposes of preventing any delay to Company's schedule or avoiding the delay of the discharge and clearance of Company's vessel or aircraft. Contractor acknowledges that this may require Contractor to obtain approval from HM Revenue & Customs to operate an appropriate Customs Simplification Procedure.
- 8.13.2 When applicable, Company and Contractor will each apply to HM Revenue & Customs for approval to operate the appropriate Customs Duty relief scheme. A Customs Duty relief scheme includes Shipwork End Use ("SEU"), Inward Processing Relief ("IPR"), Outward Processing Relief ("OPR"), and Returned Goods Relief ("RGR") for such Party's respective import, export, and re-import of materials, goods, tools, equipment, and supplies provided in connection with the Work.
- 8.13.3 Contractor shall import, export, and re-import any materials, goods, tools, equipment, and supplies provided for the Work that are subject to customs control in such a manner as to take full benefit of available HM Revenue & Customs procedures.
- 8.13.4 If Contractor fails to satisfy any of the requirements pertaining to the appropriate HM Revenue & Customs procedure as a result of any action or failure to act by any of the members of Contractor Group, Contractor shall Indemnify Company and Company's Affiliates and Coventurers from and against any and all Claims and liability for any Customs Duties, import duties, and import taxes, and any related fines, penalties, and interest resulting from such action or failure.
- 8.13.5 Each of Company and Contractor will individually be responsible for complying with the relevant customs procedures in accordance with the terms of each Party's customs approval for the said customs procedures. This provision applies in relation to the relevant Party who is in possession of, irrespective of ownership, those materials, goods, tools, equipment, and supplies subject to customs control at any given time.
- 8.13.6 Where Company has title to Goods at the point that such Goods are imported into the UK, Company shall be Importer of Record. Contractor or their appointed representative shall be Importer of Record for any Goods which Company does not have title to at the point of import into the UK.
- 8.14 When materials, goods, tools, equipment, or supplies are sold to Company by Contractor in accordance with this Purchase Order, the following provisions apply:
- 8.14.1 where such materials, goods, tools, equipment and supplies are exported from any country other than the UK, Contractor or its appointed representative shall be Exporter of Record;
- 8.14.2 Contractor shall provide a clear description on all purchase orders, invoices, and delivery note information of the nature and quantities sold to Company, including the applicable Tariff Code and a description sufficient to enable identification in the Trade Tariff;
- 8.14.3 Contractor shall prepare and provide to Company full documentation to detail and certify all information relating to those materials, goods, tools, equipment, and supplies which may be subject to customs control; for the avoidance of doubt, such information should include the origin and customs status;

- 8.14.4 Contractor shall make available to HM Revenue & Customs on a confidential basis all data reasonably required to enable Company to obtain the maximum duties and tax benefits in respect of the relevant customs procedures and shall pass all such benefits in full to Company; and
- 8.14.5 Contractor shall notify Company immediately where Contractor is unsuccessful in any application for a Customs Duty relief scheme. In such an event, Company shall have the option to import or export or re-import any items affected under its own authorised procedure.
- 8.15 In determining the treatment of any supply relating to an offshore asset or location and made pursuant to the Work for VAT purposes, the Contractor warrants that Contractor shall:
- 8.15.1 take account of the Company's status as an "operating member" (as defined in the UK Oil Industry Taxation Committee's Indirect Tax Memorandum), such status meaning that services of a general nature received by the Company in its capacity as an operating member of an installation outside UK territorial waters may be considered to be received at such an offshore establishment; and
- 8.15.2 take account of the fact that the UK Continental Shelf is more than twelve (12) nautical miles from the UK shoreline and outside the United Kingdom for VAT purposes.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Background Intellectual Property Rights of any member of Company Group shall at all times remain the property of Company or, as applicable, the relevant person with title to the same and shall not at any time transfer to any member of Contractor Group. Except as expressly set out in this Purchase Order, no member of Company Group shall acquire any right, title or interest in or to Contractor Group's Background Intellectual Property Rights; and no member of Contractor Group shall acquire any right, title or interest in or to Company Group's Background Intellectual Property Rights or the Foreground Intellectual Property Rights. Contractor shall obtain waivers of any moral rights in respect of any materials to which any individual is now or may be at any future time entitled which are to be owned by Company under this Clause 9.
- 9.2 Copyright, design rights, or any other Foreground Intellectual Property Rights arising out of or developed by Contractor in connection with the Work or related to the Specifications or data or other information that it receives from members of Company Group, vest exclusively in Company. Contractor shall, and shall procure that any third party shall, forthwith perform such acts as may be required for the purpose of assigning to Company all right, title and interest in and to the Foreground Intellectual Property Rights.
- 9.3 Contractor undertakes, warrants, that performance of the Work will not infringe, nor will the importation, use, or resale of any Goods infringe, the patent, copyright, design right, trademark, or other Intellectual Property Rights of any other person or entity, and Contractor shall Indemnify each of the members of the Company Group from and against any and all Claims asserted by or arising in favour of any person for or as a result of violation or infringement of any Intellectual Property Rights, or misappropriation or misuse of any trade secret or other confidential information, arising out of performance of the Work.
- 9.4 Company grants to Contractor a worldwide, royalty-free, non-transferable, non-sublicensable, non-exclusive licence during the term of the Purchase Order to use Company's Background Intellectual Property Rights and the Foreground Intellectual Property Rights for the purpose of and to the extent required to perform the Work. Contractor grants (or shall procure the grant) to Company an irrevocable, perpetual, worldwide, royalty-free, sub-licensable licence to use all Contractor Group's Background Intellectual Property Rights to the extent required to receive, use and/or obtain the full benefit of the Work and the Goods and to use and exploit the Foreground Intellectual Property Rights. No member of the Contractor Group shall have any right to use any of the names, logos or trademarks of Company, Coventurers or its or their Affiliates on or in association with any of their products, services or materials without the prior consent of Company.

- 9.5 Contractor shall not publish, and shall ensure that the other members of Contractor Group shall not publish any information in connection with the Purchase Order without obtaining prior written approval from Company.

10 DELIVERY OF GOODS; PASSING OF RISK AND TITLE

- 10.1 Contractor shall deliver the Goods to the address shown in the Purchase Order on the date or within the period stated in the Purchase Order, during the usual business hours of Company. Contractor shall ensure that all Goods delivered to Company are accompanied by (i) a packing note quoting the number of the Purchase Order, (ii) a description of the items included, (iii) all inspection and testing certification required to demonstrate satisfactory completion of the Goods; and (iv) all other documentation required to be provided by Contractor relating to the Goods. Contractor shall also ensure that all key storage and handling instructions are clearly displayed on the outside of all packaging and containers.
- 10.2 Delivery is to be in accordance with the instructions of Company. Contractor is responsible for providing suitable protection and packing for Goods to ensure their safe arrival at the delivery address in an undamaged condition. Company is not obliged to return to Contractor any packaging or packing materials.
- 10.3 To the extent that any Goods contain materials that are toxic, corrosive, or otherwise hazardous to health or property, a prominently displayed notice to that effect, and a material data sheet, must accompany each delivery of the Goods.
- 10.4 Title and interest in the Goods, and in materials and equipment intended for incorporation into the Goods, passes from Contractor to Company upon the earlier of (i) delivery to Company in accordance with the provisions of the Purchase Order; or (ii) any payment for them by Company; or (iii) start of their manufacture by Contractor; or (iv) their receipt by Contractor. Contractor shall as soon as possible clearly mark the Goods, and materials and equipment intended for incorporation into the Goods, as the Property of Company with Company's name and address, and separate same from Contractor's other stock. If Company rejects the Goods pursuant to [Clause 3.1](#), and does not require Contractor to repair such Goods, title in the rejected Goods will revert to Contractor, and Contractor shall, at Company's option, either (i) promptly provide satisfactory replacements for such rejected Goods at no extra cost to Company; or (ii) reimburse Company for any amounts that Company may have paid for such rejected Goods.
- 10.5 Notwithstanding [Clause 10.4](#), risk of loss or damage to the Goods will only pass from Contractor to Company upon acceptance of the Goods by Company at the agreed delivery address. In no event is Company to be deemed to have accepted any Goods until Company has had a reasonable time to inspect them following delivery or until after it has become apparent to Company that there is no latent defect in the Goods.

11 RISK STRUCTURE

- 11.1 Contractor shall Indemnify each of the members of Company Group from and against any and all Claims against any member of Company Group arising out of or in any way related to (i) Personal Injury of any of the members of Contractor Group occurring in connection with the Purchase Order and/or performance of the Work regardless of the timing or nature or style of such Claims; (ii) physical damage to or loss of any Property of any of the members of Contractor Group including environmental contamination of such property, occurring in connection with the Purchase Order and/or performance of the Work under the Purchase Order ; (iii) loss of or damage to Goods until risk therein has passed to Company in accordance with [Clause 10.5](#) occurring in connection with the Purchase Order and/or performance of the Work.
- 11.2 Company shall Indemnify each of the members of Contractor Group from and against any and all Claims against any member of Contractor Group arising out of or related in any way to (i) Personal Injury of any of the members of Company Group occurring in connection with the Purchase Order and/or performance of the Work regardless of the timing or nature or style of such Claims; and (ii) without prejudice to Contractor's warranty related obligations under [Clause 13](#), the physical damage to or loss of any Property of any of the members of Company Group including environmental contamination of such property, occurring in connection with the Purchase Order and/or performance of the Work under the Purchase Order, except as provided in Clause 11.1 (iii).
- 11.3 Notwithstanding [Clause 11.6](#) and except as provided by [Clause 11.2](#), Contractor shall Indemnify each of the members of the Company Group from and against any and all Claims arising out of or attributable to pollution or contamination (including control, containment, clean-up, and removal thereof) occurring in connection with the Purchase Order and/or performance of the Work to the extent that the polluting or contaminating material is discharged, escapes, or emanates from Property of any of the members of Contractor Group.
- 11.4 Notwithstanding [Clause 11.5](#) and except as provided by [Clauses 11.1](#) and [11.3](#), Company shall Indemnify each of the members of the Contractor Group from and against any and all Claims arising out of or attributable to pollution or contamination (including control, containment, clean-up, and removal thereof) occurring in connection with the Purchase Order and/or performance of the Work to the extent that the polluting or contaminating material is discharged, escapes, or emanates from any Property of Company Group.
- 11.5 Except as otherwise specifically set forth in this Clause 11, Contractor shall Indemnify each of the members of the Company Group from and against any and all Claims arising out of or related in any way to Personal Injury to any Third Party or any loss of or damage to or environmental contamination of any property of any Third Party, resulting from or arising out of or occurring in connection with the Purchase Order and/or the performance of the Work to the extent that such Personal Injury, loss, damage, or environmental contamination is caused by or contributed to by the negligence or breach of duty (statutory or otherwise) of any of the members of Contractor Group.
- 11.6 Except as otherwise specifically set forth in this Clause 11, Company shall Indemnify each of the members of the Contractor Group from and against any and all Claims arising out of or related in any way to Personal Injury to any Third Party or any loss of or damage to or environmental contamination of any property of any Third Party resulting from or arising out of or occurring in connection with the Purchase Order and/or the performance of the Work to the extent that such Personal Injury, loss, damage, or environmental contamination is caused by or contributed to by the negligence or breach of duty (statutory or otherwise) of any of the members of Company Group.
- 11.7 The members of Company Group are not liable to any of the members of Contractor Group for, and Contractor shall Indemnify each of the members of Company Group from and against, any Consequential Loss suffered by any of the members of Contractor Group resulting from or arising out of or occurring in connection with the Purchase Order and/or performance of the Work under the Purchase Order.

11.8 The members of Contractor Group are not liable to any of the members of Company Group for, and Company shall Indemnify each of the members of Contractor Group from and against, any Consequential Loss suffered by any of the members of Company Group resulting from or arising out of or occurring in connection with the Purchase Order and/or performance of the Work under the Purchase Order.

11.9

11.9.1 If physical loss or damage (including to the extent that repair is impractical or uneconomic) occurs to equipment of any of the members of Contractor Group while such equipment is inside the wellbore or in the drill string below the rotary table and to the extent such loss or damage is not caused by or the result, directly or indirectly, of any defect or nonconformity in such equipment, normal wear and tear, or the negligence or breach of duty (statutory or otherwise) of any of the members of Contractor Group, Company shall reimburse Contractor for such lost or damaged equipment at the applicable proportion of the lesser of: (i) the cost of repair of the equipment; or (ii) the substantiated replacement cost of such equipment reduced by the percentage of such cost set forth in the following adjustment table, if applicable; or (iii) the price of such equipment as stated in the Purchase Order; or (iv) the original purchase price reduced by the appropriate percentage in the following adjustment table

Age of lost or damaged equipment at date of loss / period since last full refurbishment	Reduction Percentage
Up to 1 year	10%
More than 1 year and up to 2 years	20%
More than 2 years and up to 3 years	30%
More than 3 years and up to 4 years	40%
More than 4 years	50%

11.9.2 Any Claim by Contractor to Company pursuant to Clause 11.9 shall be supported by documentary evidence of (i) the replacement price (or original price if applicable), Subcontractor invoices or any other documents that may be provided by Contractor or requested by Company, and (ii) the date of first usage of the lost or damaged equipment or the date of last refurbishment, if applicable. If the age or date since the last refurbishment of such lost or damaged equipment cannot be adequately documented by Contractor, it will be presumed to be more than four (4) years old.

11.9.3 Company retains the right to replace the lost or damaged equipment with “like” equipment rather than paying Contractor the adjusted cost as set out in this Clause 11. “Like” equipment is defined as equipment similar in quality and appearance to lost or damaged equipment of any of the members of Contractor Group and that meets API specifications.

11.9.4 When equipment is declared abandoned or damaged beyond repair, or to the extent that repair is impractical or uneconomic, any rental charges for such equipment shall cease immediately. No rental charges shall apply while damaged items are being evaluated and repaired. If such evaluation concludes that the equipment is damaged beyond repair, or that repair is not economically viable, no rental charges shall apply from the time the damage occurred.

- 11.9.5 At all times Company has the sole right to decide whether and for how long fishing operations shall be conducted for any equipment of any member of the Contractor Group lost or lodged in a well. Should Company decide to conduct such fishing operations, Company will control and be liable for the cost of operations attempting to fish such lost or lodged equipment. Provided, however, to the extent that the loss or lodging is due to the negligence or breach of duty (statutory or otherwise) of any of the members of Contractor Group there shall be no rental charges for the lost or lodged equipment from the time of loss or lodging thereof, and Contractor shall be liable for the rental cost of applicable fishing tools, including any charges for loss or damage of such tools. Contractor shall render assistance for the recovery of such equipment, if requested by Company, the provision of such assistance not modifying Company's control of the fishing operations or the aforementioned allocation of liability for the cost thereof.
- 11.9.6 Company shall Indemnify each of the members of Contractor Group from and against Claims for loss of or damage to a Company well on which members of Contractor Group are performing Work. Notwithstanding the provisions of Clause 11.2, if such loss or damage is caused by or results from the negligence or breach of duty (statutory or otherwise) of any of the members of Contractor Group, Contractor shall re-perform the Work (or the relevant proportion thereof) at Contractor's sole cost to the measured depth at which the loss or damage occurred.
- 11.9.7 Company shall Indemnify each of the members of Contractor Group from and against any and all Claims for damage to any geological formation or stratum, or reservoir (of oil, gas, water, or other substance), which is the subject of the Work or to which the Work relates.
- 11.9.8 The provisions of this Clause 11.9 shall not apply when vibration or time limits or other nominal operating envelope or performance specification criteria are exceeded while downhole equipment is under the control of members of Contractor Group.

- 11.10 All exclusions and Indemnities given under this Clause 11 shall be full and primary notwithstanding the provisions of [Clause 12](#) and, except where expressly stated to apply otherwise, shall apply irrespective of whether caused by (i) breach of duty (statutory or otherwise), or the negligence of the Indemnified person or any of the members of its group, whether Contractor Group or Company Group; and (ii) whether the basis for any Claim is in tort, under contract, or otherwise pursuant to Applicable Laws.

12 INSURANCE

- 12.1 Contractor shall maintain or cause to be maintained, at its expense, during the term of the Purchase Order all such insurances as may be required by Applicable Laws and general public liability insurance, including sudden and accidental pollution coverage. The general public liability insurance is to have a limit of not less than GBP £5,000,000 (or the equivalent in local currency) per occurrence. Contractor's general public liability insurance is to include for the benefit of Company and Company's Affiliates and Coventurers an indemnity to principal provision to the extent of the risks, liabilities, and Indemnification obligations assumed by Contractor under the Purchase Order.
- 12.2 Contractor's insurance is to be written or endorsed such that the insurers have no right of recovery against Company Group to the extent of any Indemnities granted by Contractor to any members of Company Group under the Purchase Order. Contractor shall provide evidence of such insurance cover when requested by Company. All insurance required above is to be primary to any insurance coverage available to Company or its Affiliates or Coventurers. The above-stated minimum requirements are not intended to indicate the amounts or types of insurance that Contractor needs or may ultimately need and do not alter or affect Contractor's liability under the Purchase Order.
- 12.3 Contractor shall maintain Employer's Liability Insurance, including coverage for marine operations if applicable, with a limit of not less than the statutory requirement.
- 12.4 Contractor affirms that it is aware of the legal obligations on Company to ensure that Contractor and all other members of Contractor Group comply with the Employers' Liability (Compulsory Insurance) Act 1969 and regulations made thereunder as applied to UK offshore installations and associated structures ("**the relevant legislation**"). Contractor shall cooperate fully with Company and shall promptly and readily respond to any reasonable requests made by or on behalf of Company (and shall procure similar cooperation and response from other members of Contractor Group) in respect of the verification of Employers' Liability Insurance carried by Contractor and other members of Contractor Group, the production of the relevant certificates of insurance in respect of such Employers' Liability Insurance, and the availability of the relevant certificates for production, inspection, and display in accordance with the relevant legislation.

13 WARRANTY

- 13.1 Contractor undertakes and warrants to Company that:
- 13.1.1 it shall perform its obligations under the Purchase Order with competent and skilled personnel to such high standards of skill, care, expertise, and knowledge as pertain to first class reputable contractors experienced in performance of work of a similar nature;
 - 13.1.2 it shall use sound engineering and technical principles that are generally accepted in the industry;
 - 13.1.3 all Work, and constituents thereof, will fully comply in all respects with the Purchase Order, the Specifications, and Applicable Laws;
 - 13.1.4 it shall use or furnish materials, equipment, and supplies that are fit for purpose and new (unless otherwise agreed in writing); and

- 13.1.5 all Work will be of satisfactory quality and be fit for its intended purpose (when specified in the applicable Purchase Order, otherwise for its customary purpose), and free from defect, discrepancy, deficiency, error, or omission in engineering, design, material, equipment, materials, construction, and workmanship, whether or not caused by negligence of Contractor and regardless of whether the Work or any part thereof was furnished or performed by Contractor or any Subcontractor.
- 13.2 Without prejudice to any other remedy of Company under contract or pursuant to Applicable Laws, if it is discovered that any Work, in whole or in part, is defective or otherwise not supplied in accordance with the Purchase Order, Company will have the right, at its option, (i) to require Contractor to rectify, replace, repair and/or re-perform the Work promptly and diligently at no extra cost to Company; or (ii) should Contractor refuse or fail to replace, repair or re-perform the Work, to perform itself or have others perform the replacement, repair, or re-performance of the Work, Contractor being liable for all extra costs of such re-performance, to the extent such costs and expenses exceed the amount Contractor would have been due for satisfactory performance of the Work; or (iii) to reduce the Price accordingly; or (iv) to treat the Purchase Order as repudiated by the breach of Contractor, notifying Contractor of Company's acceptance that the Purchase Order is thereby terminated pursuant to [Clause 18](#), and require the repayment of any part of the Price which has been paid. Company is obliged to notify Contractor of any defect or non-compliance with the Purchase Order in respect of the Work without undue delay after discovery thereof, but no later than twenty-four (24) months after satisfactory completion of the Work and its acceptance by Company. The same time limit will apply in respect of any replacement, repair or re-performance, calculated from the date of delivery and acceptance by Company of the replacement, repair, or re-performance of the defective or non-compliant Work.
- 13.3 The Indemnity provisions of Clause 11 are not to be construed as relieving Contractor to any extent of its warranty, repair, replacement, re-performance, and other obligations set out in this Clause 13.

14 APPLICABLE LAWS, ETHICS AND ANTI-BRIBERY

14.1 Applicable Laws

- 14.1.1 Contractor shall ensure and shall procure that the other members of Contractor Group shall, (a) comply fully with all Applicable Laws and not carry out or permit any act or omission that would result in a breach of or non-compliance with Applicable laws, including obligations regarding preservation or non-spoliation of relevant evidence (whether under common law or statutory law); and (b) do nothing that would cause Company to be in breach of all Applicable Laws. All costs in connection with Contractor Group's compliance with Applicable Laws shall, except as otherwise set out in the Purchase Order, be for the Contractor's account.
- 14.1.2 Contractor shall be responsible for fulfilling, at its expense, all requirements of Applicable Laws and Governmental Authorities with regard to (i) importation for the Work of any Property of members of Contractor Group; and (ii) entry of officers, directors, and Personnel of the members of Contractor Group, into any country; and (iii) exportation of such Property and other items, and departure of such persons, from any country; including payment of all applicable customs duties, fees, and other applicable charges (including the cost of temporary import bonds, stamp duty, and statistical tax). If required by Applicable Laws to be in the name of Company, Company will assist Contractor with importation for the Work and exportation of Property of members of Contractor Group, including seeking to obtain any lawful exemption from customs duties.

14.2 Ethics

- 14.2.1 Contractor shall not, and shall ensure that the other members of Contractor Group do not, directly or indirectly:
- (a) pay salaries, commissions, or fees, or make payments or rebates, to members of Company Group; nor
 - (b) favour members of Company Group with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value; nor
 - (c) enter into business arrangements with members of Company Group, except to the extent such members of the Company Group are properly and duly acting in their capacity as representatives of members of Company Group with regard to such arrangements in respect of the Purchase Order.
- 14.2.2 Contractor shall not engage and shall require that the other members of Contractor Group do not to engage in any behaviour or encourage action by any members of Company Group that is contrary to: (i) Company's policies regarding conflicts of interest; or (ii) public policy; or (iii) human trafficking or modern slavery legislation; or (iv) any Applicable Laws. Contractor shall promptly give notice to Company if any of the members of Contractor Group takes, in relation to the Purchase Order, any action contrary to Company's interests, or in furtherance of any prohibited behaviour by members of Company Group (including the examples in [Clause 14.2.1\(a\)](#)).
- 14.2.3 In relation to this Purchase Order, Contractor shall be guided by and shall procure that the other members of Contractor Group shall be guided by the principles and standards in [Company's Core Values and Business Partner Code of Conduct](#) and shall adhere to and shall procure that the other members of Contractor Group shall act in a manner consistent with the same. Contractor represents, warrants and undertakes that it has familiarised itself and shall remain familiar with the Core Values and Company's Business Partner Code of Conduct, and shall immediately report to Company, any known or suspected concerns in relation to this Agreement any Call-Off or performance of the Work that are inconsistent with such Core Values and Business Partner Code of Conduct, such reports can be made directly to Company or through Safecall ([Harbour Energy Safecall Ltd](#)) or otherwise in accordance with the Business Partner Code of Conduct.

14.3 Anti-bribery

- 14.3.1 In relation to the Purchase Order, Contractor shall not and shall ensure the other members of Contractor Group do not offer, pay, arrange for another person to pay, or agree to pay any payment, gift, or other thing of value of any nature to:
- (a) any officials, employees, or agents of any Governmental Authority or government instrumentality; or
 - (b) any political party; or
 - (c) any candidate for political office; or
 - (d) any other person, including a legislative, administrative, or judicial office (including any person exercising a public function for a public agency, a public enterprise, or a public international organisation);

when such payment, gift, or other consideration would constitute a Bribe or otherwise violate Applicable Laws or Anti-Bribery and Corruption Laws.

14.3.2 Notwithstanding that certain Anti-Bribery and Corruption Laws may permit payments called “facilitating payments” (i.e. small payments made in order to expedite or secure the performance by a Governmental Authority of routine actions of a non-discretionary nature, which a person is otherwise entitled by law to receive), Contractor shall not, and shall ensure that the other members of Contractor Group do not, make any such payments in connection with the Work under the Purchase Order.

14.3.3 Contractor confirms, and shall require each of its Affiliates and Subcontractors to confirm, that:

- (a) it has adopted internal controls reasonably designed to prevent violations of all Anti-Bribery and Corruption Laws and will enforce those provisions where appropriate; and
- (b) it is not aware of any such violation by any of its officers, directors, Personnel, or agents in relation to the Purchase Order prior to the Effective Date.

14.4 Tax Evasion

14.4.1 In relation to the Purchase Order, Contractor:

- (a) shall not engage in any activity, practice, or conduct which would constitute either (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 (the “Act”); or (ii) a foreign tax evasion facilitation offence under section 46(6) of the Act;
- (b) represents at the time of entering into the Purchase Order that it is not aware of any violation of the obligations under Clause 14.4.1(a);
- (c) confirms that it has adopted and will maintain in place throughout the term of the Purchase Order such internal controls, policies, and procedures as are reasonable both (i) to prevent the facilitation of tax evasion by any person associated with it; and (ii) to ensure compliance with Clause 14.4.1(a); and
- (d) shall promptly report to Company any request or demand from any person to facilitate, in connection with performance of the Purchase Order, the evasion of tax within the meaning of Part 3 of the Act.

14.5 Contractor shall, and shall use best endeavours to procure that the other members of Contractor Group shall, maintain and retain the Compliance Records for the term of the Purchase Order for a period of six (6) years thereafter.

14.6 To the maximum extent permissible by law, Contractor shall, and shall use best endeavours to procure that the other members of the Contractor Group shall, provide Company with:

14.6.1 access to and/or copies of all Compliance Records and policies and procedures; and

14.6.2 access to personnel and/or any facilities or premises at or from which the Purchase Order is being performed,

in order to confirm compliance by Contractor with its obligations under this Clause 14.

14.7 If Company reasonably believes that Contractor or any other member of Contractor Group has engaged or will engage in improper conduct in breach of this Clause 14, or any lack of compliance with or violation of the principles and standards of the Core Values and Business Partner Code of Conduct, or a violation of any such member’s own code of conduct, Company may, at its sole discretion, suspend any further performance by Contractor in accordance with the terms in [Clause 18](#) withhold further payment to Contractor; and terminate the Purchase Order for cause with immediate effect in accordance with the terms in [Clause 18](#).

- 14.8 Contractor shall Indemnify each of the members of Company Group from any and all Claims arising out of or resulting from any actual or alleged acts or omissions of any of the members of Contractor Group not conforming to the requirements of this Clause 14 and shall immediately reimburse Company for any amounts that Company asserts were paid by Company as a result of such acts or omission.

15 EXPORT CONTROL COMPLIANCE

- 15.1 Contractor shall comply and shall ensure that the other members of Contractor Group comply, with all Applicable Laws relating to control of exports and re-exports, and to sanctions, including those applicable for the United Kingdom and those of the United States. Notwithstanding anything to the contrary in this Clause 15, neither Company nor Contractor shall be required to meet its obligations under the Purchase Order in a way that violates Applicable Laws.

- 15.2 Contractor shall be responsible for obtaining any authorisations or licences required under all applicable export control regimes, including licences required for the transfer of any regulated technology to nationals of certain countries unless otherwise stated by Company.

- 15.3 Contractor shall promptly identify in writing to Company those items, technology, software, or services which form part of the Work for which an export authorisation or licence is required for export or re-export and provide in writing to Company: (i) the relevant export control classification number and licensing information necessary under any and all relevant jurisdictions; and (ii) a copy of any relevant export control licence or authorisation relating to any export, re-export, or transfer undertaken as part of the Work.

15.4

- 15.4.1 When Contractor is responsible for procurement on behalf of Company under the Purchase Order, Contractor is responsible for ensuring that any authorisations or licences required under applicable export control regimes, including licences required for the transfer of any regulated technology to nationals of certain countries are obtained by the persons from whom such items are procured.

- 15.4.2 Contractor shall promptly, regardless of whether procurement is conducted by Contractor on its own behalf or on behalf of Company, identify in writing to Company those items, technology, software, or services which form part of the Work for which an export authorisation or licence is required for export or re-export and provide in writing to Company: (i) the relevant export control license or authorisation relating to any export, re-export, or transfer undertaken as part of the Work.

- 15.5 Contractor shall keep records of its export and re-export related activities for a minimum of six (6) years or such period as required by all Applicable Laws, whichever is the greater, and shall make those records available to Company upon request.

- 15.6 In connection with the Work, Contractor shall not:

- 15.6.1 hire, charter, or contract or sub-contract with any person or entity that is listed on any applicable government list of prohibited or denied parties or organised under the laws of, operating under the flag of, performing services in, or resident in any country against which the United Kingdom, the United States or other applicable government has imposed comprehensive economic sanctions; or

- 15.6.2 Obtain any items, technology, software, or services originating from any country against with the United Kingdom, the United States, or other applicable government has imposed comprehensive export-related sanctions or restrictions.

- 15.7 If Contractor acts as the agent of Company in connection with any procurement of goods, technology, or services or the management of contractors or suppliers engaged by Company, Contractor shall verify and ensure that the contractors and suppliers contracted or managed by Contractor do not perform any act prohibited by [Clauses 15.6.1](#) and [15.6.2](#) in connection with the Work.
- 15.8 Contractor shall Indemnify each member of Company Group from and against any and all Claims with respect to any actual or alleged breach of Contractor's obligations under this Clause 15.
- 15.9 Company confirms that no item, technology, or software which forms part of the Work received from Contractor is intended to be shipped, either directly or indirectly, to any country, company, or person, or for any end-use, that is prohibited under applicable export control regulations. Company shall Indemnify each member of Contractor Group from and against any and all Claims with respect to Company's breach of its obligations under this Clause 15.

16 CONFIDENTIALITY

- 16.1 Contractor shall, and shall ensure that the other members of Contractor Group shall, hold in strict confidence and not disclose to any third party any Specifications or data or other information that it receives from Company Group or becomes aware of belonging to members of Company Group, or relating to Company Group or the Purchase Order, except to the extent that a Specification or other information is or becomes public knowledge through no fault of Contractor Group.
- 16.2 Contractor shall not reproduce or use, and shall ensure that the other members of Contractor Group do not reproduce or use, the Specifications or data or other information that it receives from members of Company Group or becomes aware of belonging to members of Company Group, or relating to Company Group or the Purchase Order, for any purpose unrelated to the Purchase Order without the express written consent of Company, and will forthwith upon request at any time and without charge deliver to Company any and all such Specifications or data or information then in its possession.

17 AUDIT RIGHTS

Contractor shall retain and shall ensure that all other members of Contractor Group shall retain all records and documentation related to the Purchase Order for a period of six (6) years from the earlier of completion of the Work, or the expiry or termination of the Purchase Order. Company and its authorised representatives may at any time during the term of the Purchase Order and for six (6) years thereafter, on reasonable prior notice, have access to and audit all relevant books and records of Contractor Group for the purpose of confirming compliance by Contractor with the requirements of the Purchase Order. Company or its authorised representatives shall have the right to reproduce and retain copies of such accounts and records. Contractor shall co-operate fully with Company and its authorised representatives in the conduct of any inspection or audit required by Company.

18 TERMINATION; SUSPENSION

- 18.1 Company shall be entitled to terminate the entire Purchase Order, or any part of the Work thereunder, by giving written notice to Contractor, in which event the sole liability of Company will be to pay to Contractor the part of the Price for any Work properly performed in accordance with the Purchase Order.
- 18.2 Company shall be entitled to terminate the entire Purchase Order, or any part of the Work thereunder by giving written notice to Contractor at any time: (i) if Contractor fails or refuses to supply competent supervision or sufficient, competent, and properly skilled Personnel or proper materials; or (ii) if Contractor does not make proper or timely performance of the Purchase Order; or (iii) if Contractor makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any event occurs, or proceedings are taken with respect to Contractor in any jurisdiction that has an effect equivalent or similar to any of the aforementioned events; (iv) in accordance with Clause 14.7 or (v) if Contractor otherwise prejudices or fails to carry out its obligations in accordance with the Purchase Order.
- 18.3 In the event of termination in accordance with [Clause 18.2](#), Company will not be liable to pay Contractor any further monies in respect of the Purchase Order and Contractor shall repay to Company any part of the Price paid for Work not performed and accepted at the date of termination. Furthermore, Contractor shall be liable for and shall pay Company any costs, expenses, or damages incurred by Company as a result of termination, including the additional cost of Company providing the Work itself, or having the Work provided by others, if applicable.

- 18.4 Company is entitled to suspend the entire Purchase Order, or any part of the Work thereunder, by giving written notice to Contractor. Except in the event that such suspension is for any of the reasons as set forth in [Clause 18.2](#), or due to Force Majeure, Company will reimburse Contractor for the reasonable costs incurred during the suspension period that are attributable solely to the suspension, subject to Contractor providing Company with appropriate supporting documentation to evidence such costs. In the event of suspension for any of the reasons as set forth in [Clause 18.2](#), or due to Force Majeure, Contractor will not be entitled to any payment whatsoever with respect to the suspended Work or any costs incurred by Contractor as a result thereof, and shall reimburse Company all direct and reasonable documented costs incurred by Company as a result of the suspension.

19 ASSIGNMENT AND SUBCONTRACTING

- 19.1 Contractor shall not assign, transfer or novate or purport to assign, transfer or novate to any other person or entity any of its rights or obligations or Subcontract any of its obligations under the Purchase Order without the prior written consent of Company. Said written consent does not relieve Contractor from any of its responsibilities or obligations to Company under the Purchase Order. Notwithstanding the foregoing, reasonable utilisation by Contractor of hired labour and purchases of minor quantities of materials and components are not to be considered Subcontracts that require Company's consent.
- 19.2 If Company receives any claim that a Subcontractor has not been paid for work carried out in connection with the Purchase Order, Company shall first consult with Contractor with respect to any such claim. If, after such consultation, Company is of the opinion that the claim is valid, Company is entitled to:
- 19.2.1 withhold such amounts from payments due to Contractor under the Purchase Order until Contractor discharges the claim whereupon Company shall release such sums withheld to Contractor; or
 - 19.2.2 make payment directly to such Subcontractor and to deduct such sums from monies due to Contractor or otherwise recover the same from Contractor.

20 LIENS AND CLAIMS

Contractor shall Indemnify any member of the Company Group from and against all Claims in respect of liens, charges or other encumbrances created or asserted by or on behalf of any member of Contractor Group over any Property of the Company Group in connection with the Purchase Order.

21 FORCE MAJEURE

- 21.1 Should either Party be prevented from performing any of its obligations under the Purchase Order by reason of Force Majeure, that Party's obligations shall be suspended to the extent they are prevented or impacted by Force Majeure during the period of such Force Majeure.
- 21.2 Each Party is to bear its own costs and expenses incurred in connection with the Force Majeure occurrence (including for the costs of any efforts to mitigate the effect or impact of Force Majeure) and no remuneration or compensation will be payable by Company for the period of Force Majeure.
- 21.3 The Party prevented from performing by Force Majeure shall notify the other as soon as possible of its inability to meet its obligations, specifying the cause of the Force Majeure and estimated extent to which the event or condition will impact performance.
- 21.4 The Party claiming a Force Majeure event or condition shall act diligently to remove or remedy such event or condition and to mitigate the effects and impact thereof. It shall promptly notify the other Party when such condition and the effects and impact thereof cease.

- 21.5 When performance of Work under the Purchase Order is halted by reason of Force Majeure, Company may terminate the Purchase Order immediately upon notice to Contractor. In the case of such a termination Contractor shall only be entitled to be paid the portion of the Price earned in respect of the Work up to the time of such termination.
- 21.6 For the avoidance of doubt, late delivery of services, purchased equipment, and/or rental equipment caused by Contractor Group or caused by inefficiency on the part of Contractor Group does not constitute an event of Force Majeure.

22 INFORMATION SYSTEMS ACCESS AND DATA SECURITY

- 22.1 Contractor shall, and shall procure that the other members of Contractor Group shall:

22.1.1 develop, implement, maintain, review, test, audit and periodically update (including to reflect changes in internationally recognised good practices and standards applicable to the same and new perceived or changed security threats) (i) a data security management plan; and (ii) an information security management system ("ISMS") as defined by ISO/IEC 27001 which shall be designed to protect all information provided by Company in relation to the Purchase Order, Company Group's Intellectual Property Rights and the information and communications technology systems (including process control systems) used by or for the benefit of Company Group against specific security threats to such systems or the ISMS in accordance with:

- (a) the applicable principles and practices of ISO/IEC 27001, ISO/IEC 27002, ISO/IEC 27003;
- (b) any other specific security standards set out in the Purchase Order; and
- (c) internationally recognised good practices and standards applicable to the same;

22.1.2 comply with its (and their) obligations set out in such data security management plan and the ISMS.

- 22.2 Contractor shall promptly notify Company of any breach of;

22.2.1 the security measures required to be put in place pursuant to this Clause 22;

22.2.2 cybersecurity at the Contractor's premises which could potentially impact any information provided by Company or Company's systems or network. Contractor shall not attempt to access any information provided by Company, or any Company systems or networks, until such times as the cybersecurity breach is no longer a threat and Contractor has evidenced such to Company.

22.2.3 Contractor shall implement and maintain appropriate security measures in relation to the use of any information provided by Company in relation to the Purchase Order.

23 MISCELLANEOUS

- 23.1 Failure or delay by Company in the exercise of any rights or remedies under the Purchase Order or pursuant to any Applicable Laws does not release Contractor from any warranties or obligations contained or referred to in the Purchase Order or pursuant to any Applicable Laws. Any waiver by either Party of a breach of any requirement of the Purchase Order is not to be considered a waiver of any subsequent breach of the same or any other requirement hereof.
- 23.2 Any purported amendment of the terms, requirements, or obligations of the Purchase Order is void and of no force unless it: (i) is in writing by duly authorised representatives of Company and Contractor; (ii) expressly refers to the specific Clause to be amended; and (iii) indicates agreement of Company and Contractor to amend such specific Clause.
- 23.3 Contractor shall immediately notify Company of any anticipated delay in performance of the Purchase Order, specifying the cause of and probable duration of the delay, and the measures Contractor will implement in order to avoid or mitigate the delay. If Company reasonably considers such measures to be inadequate, Contractor shall take such additional measures reasonably required by Company to avoid or mitigate the delay.
- 23.4 Any exercise by Company of any of its rights under the Purchase Order, the giving of any instruction, approval or acknowledgement by Company, the review or approval on any matter by Company or the presence of Company at any worksite, shall not constitute acceptance of the Work.
- 23.5 The Contracts (Rights of Third Parties) Act 1999 (“the Act”) applies only for the purpose of extending the benefit of the Indemnities in [Clauses 3.8, 8.1, 8.13.4, 9.3, 11, 14.8 15.8](#) and [20](#) to the other members of Contractor Group (other than Contractor) and Company Group (other than Company) (collectively “Beneficiary Third Parties”) The rights of such Beneficiary Third Parties do not prevent the exercise of any right Contractor or Company may have to vary and/or terminate the Purchase Order, even if that results in the rights of such Beneficiary Third Parties being varied or extinguished. In enforcing any right to which it is entitled by virtue of the Act and the provisions of the Purchase Order, the remedies of the Beneficiary Third Parties are to be limited to damages. A Beneficiary Third Party is not entitled to assign any benefit or right conferred on it under the Purchase Order by virtue of the Act.
- 23.6 If any term or provision or part of this Purchase Order is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, such term or provision or part is to be deemed to that extent not to form part of this Purchase Order but the validity and enforceability of the remainder of this Purchase Order is not to be affected.
- 23.7 Contractor shall execute such further deeds and documents as Company may reasonably require in order to perform the provisions of the Purchase Order.
- 23.8 The rights and remedies provided in this Purchase Order are cumulative and may be exercised concurrently or separately; and the exercise of any one remedy is not to be deemed an election of such remedy to the exclusion of other remedies.
- 23.9 Notwithstanding any provision of the Purchase Order to the contrary, the expiration or termination of any Purchase Order will not relieve the Parties of any obligations that, by their nature, survive such expiration or termination, including any Claims arising out of the Work or the performance of the Work, warranties, Indemnities, insurance requirements, audit rights, governing law, and dispute resolution procedures; and obligations with regard to confidential information, Taxes, and intellectual property.

24 GOVERNING LAW AND DISPUTE RESOLUTION

The Purchase Order and the construction and performance hereof are governed by and to be construed in accordance with the laws of England and Wales and in any dispute (including non-contractual disputes) the Parties hereto irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

25 **LIMITATION OF CONTRACTOR'S LIABILITY**

25.1 Contractor's liability to Company under the Purchase Order shall be limited to 100% of the final Purchase Order Price provided that such limitation on liability shall not apply:

25.1.1 to any liabilities or obligations assumed by the Contractor under the Purchase Order in connection with the replacement and/ or repair and/ or re-performance before completion of the Work including any costs due and payable by the Contractor to the Company in connection with the same; or

25.1.2 to any liabilities or obligations assumed by the Contractor under [Clauses, 3.8 General Obligations of Contractor](#), [8 Taxes](#), [9 Intellectual Property Rights](#), [11 Risk Structure](#), [12 Insurance](#), [14 Applicable Laws, Ethics and Anti-Bribery](#), [15 Export Control Compliance](#), [16 Confidentiality](#), and [20 Liens and Claims](#);