

GENERAL TERMS AND CONDITIONS OF PURCHASE UK

1. INTRODUCTION

1.1 These general conditions of Purchase 1 ("General Conditions") shall, unless otherwise agreed in writing, apply to all purchases of goods and services (the "Work") made by the entity who has issued the purchase order ("Buyer"). The Work is an all including concept for Supplier's obligations.

2. PURCHASE ORDER AND ORDER CONFIRMATION – THE AGREEMENT

2.1 Supplier's quotations ("Offer") are non-binding upon Buyer until accepted by a purchase order ("PO"), issued by Buyer in compliance with these General Conditions.

2.2 The PO, the Offer and these General Conditions constitute the entire agreement (the "Agreement") between the parties. The Agreement is effective when the PO is issued and acknowledged by the Supplier. On receipt of a PO from Buyer, Supplier shall deliver a signed order confirmation in writing if Supplier accepts to perform the Work in the PO. If the Supplier fails to acknowledge the PO within five working days of its issuance, the Supplier is deemed to have accepted the PO and is obligated to commence the performance of the Work immediately. Notwithstanding anything to the contrary, these General Conditions shall supersede any other terms and conditions submitted in connection with the Offer, order confirmation or otherwise, and any such other terms and conditions whether submitted, referred to, enclosed or which otherwise could in any way be construed to form part of or regulate the contractual relationship between the Parties, shall be null and void.

2.3 In the event of any conflict or discrepancy between the provisions of the Agreement, the Agreement documents shall be given the following priority unless otherwise specifically stated in the Agreement:

1. The PO and its appendices
2. These General Conditions
3. The Offer and its appendices

2.4. The written and numbered PO shall specify the scope of Work, quantity, place and time of delivery and total price. If Supplier discovers any errors or discrepancies in the PO, Supplier shall notify Buyer and initiate corrective actions. Supplier shall refer to the PO number in all correspondence with Buyer and when invoicing.

2.5 Supplier shall not commence the Work without a PO. If an emergency occurs, the Work may however be commenced based on an e-mail. In such event, a PO shall be issued and signed without undue delay, and at the latest three – 3 – Business Days after commencement of the Work.

3. SUPPLIER'S OBLIGATIONS

3.1 The Work shall be in compliance with the Agreement, any drawings, specifications or instructions given by the Buyer in accordance with the provisions of the Agreement, and generally accepted professional standards as well as any relevant classification rules applicable to Buyer's use of the Work. The Work shall be in compliance with any applicable laws and regulations, including any sanction, anti-corruption and data protection laws. Supplier shall obtain and maintain approvals, licences and permissions which are necessary for fulfilling the Agreement.

3.2 The Supplier shall immediately notify the Buyer of any indistinctness, errors or omissions in drawings, specifications and instructions given by the Buyer. If the Supplier fails to immediately notify the Buyer of any indistinctness, error or omission which the Supplier discovered or ought to have discovered, the Supplier shall not be entitled to any adjustment in the purchase price and/or delivery time due to the indistinctness, error or omission, and the Supplier shall cover any direct costs incurred by the Buyer due to this not being notified.

3.3 Buyer has a zero fault health, safety and environment philosophy. Supplier shall satisfy all relevant obligations for quality, health, safety and environment (QHSE).

3.4 The Buyer has established an environmental management system according to ISO 14001, and a quality management system according to ISO 9001. The Supplier is expected to show a conscious attitude to environmental and quality management and for arranging continuous improvements in its operations, as well as notifying the Buyer of any initiatives taken in this connection. The Supplier shall, in the same way as the Buyer, ensure compliance with recommendations from certifying/auditing parties.

3.5 Buyer encourages the Supplier to continuously evaluate, suggest and initiate a mutual dialogue in order to identify possible cost reduction measures to the Buyer.

3.6 In the event of any testing activity in relation to the Work, whether FAT (final acceptance test) or otherwise, the Buyer shall be given a five working days' notice and the opportunity to participate in such testing.

4. DELIVERY

4.1 Goods shall be delivered properly packed and marked, at the agreed place and time of delivery. All deliveries must be suitably packed for the final destination being an offshore location with all appropriate certification and MSDS (material safety data sheet) and/or D.G (dangerous goods) note supplied. All goods delivered to or within the EU, shall have the proper CE-marking at the time of delivery. Any heavy items shall be delivered so that they can be offloaded safely with a forklift. Awkward/deviating deliveries shall be notified Buyer in advance.

4.2 Unless otherwise stated in the Agreement, the Work shall be delivered DDP at Buyer's site in accordance with INCOTERMS latest version. Supplier shall submit all required documents for export and import of goods to place of delivery.

4.3 Applicable documentation shall always be part of the delivery. All documentation connected to delivery shall be filed by Supplier and be available to Buyer for at least 10 years after delivery.

4.4 Title to Work shall pass to Buyer progressively as it is manufactured or parts of the Work are identified, marked or separated for the purpose of the Agreement or when the Work is paid for by Buyer if this occurs earlier.

4.5 Goods shall be delivered free from any liens, claims, attachments or other encumbrances, and Supplier hereby waives and renounces any right to retention or detention that he has or may have in the Work. Supplier shall indemnify the Buyer in respect of the Supplier's non-compliance with this article.

5. PRICE AND PAYMENT

5.1 The price is fixed and firm and is not subject to escalation. All prices shall be in the currency stated in the PO.

5.2 Supplier shall invoice on delivery of goods or otherwise at completion of the Work or agreed milestones. Invoices must be addressed to the buying company, refer to the Agreement and be clearly marked according to the instructions in the PO.

5.3 Buyer shall pay 45 calendar days after receipt of a correct and complete invoice. Buyer has the right to return incorrect or incomplete invoices which are not in accordance with article 5.2. This includes insufficiently documented invoices and/or deliveries as set out in article 4.2. In such case the period of credit does not start to run before Buyer has received a correct invoice and/or the required documentation. Buyer's obligation to pay extends only to amounts which have been properly invoiced and which are not disputed by Buyer. Buyer can make deductions and set-offs from invoiced amounts for advance payments, amounts Supplier has credited Buyer, parts of invoiced amounts which Buyer has notified are inadequately documented or in any other way disputed and amounts Buyer is otherwise permitted to deduct or set-off under this Agreement (including under article 12.2 or article 16.3 of these General Conditions). Payment of an invoice does not entail acceptance of what was delivered, price or that Buyer waives any rights according to the Agreement.

5.4 Invoices which are submitted later than 90 calendar days after the delivery or completion of the Work shall not be payable. The parties acknowledge and agree that this article 5.4 is fair and reasonable in all the circumstances, including that the Buyer's ability to pass on costs incurred under this Agreement may be limited by provisions similar to this article 5.4 contained in contracts between the Buyer and its customers.

5.5 Unless expressly stated otherwise in the PO, all amounts payable by Buyer under this Agreement are inclusive of all taxes and duties (existing or new and including any value added and sales taxes) payable in respect of the Work. Supplier shall be solely responsible for all taxes, duties, national insurance or other withholdings or contributions which are or may be payable out of, or as a result of the

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receipt of any amount paid or payable in respect of, the Work. Supplier shall indemnify Buyer in respect of all such taxes, national insurance or other withholdings or contributions.

5.6 Without limiting article 5.5, Buyer is entitled to withhold and remit taxes from payments due to the Supplier to the extent that such withholding and remittance is required by applicable laws or regulations. The Buyer shall remit to the appropriate authorities all amounts withheld by it and provide documentation of same to the Supplier.

6. VARIATIONS

6.1 Buyer is entitled to make any variations to the Work, or part thereof. Such variations may include increase or reduction of scope of work, character, quality, nature or design, as well as execution and change of delivery time, provided that such variations are within what the parties could reasonably expect when entering into the Agreement.

6.2 The variation shall be formalized by Buyer's issuance of a written variation order ("VO"). Supplier's obligations under this Agreement apply to all variations to the Work. The price in the VO shall reflect the price level of the original PO.

6.3 If Buyer instructs Supplier to perform work which in the opinion of the Supplier is not part of its obligations under the Agreement and has an effect on price and/or delivery time, the Supplier shall submit a variation order request ("VOR") to Buyer. A VOR shall be clearly identified as such, and include the reasons for issuing the request, as well as the effects of the variation. The Buyer shall respond to a VOR by issuing a VO or a disputed VO ("DVO"). If Supplier does not issue a VOR without undue delay, Supplier has thereby confirmed that the instruction does not increase the price or change the delivery time of the Work.

6.4 Supplier is obliged to implement a VO or DVO without undue delay even if the parties do not agree on the effect on price and delivery time. If the parties disagree on the VO/DVO's impact on price, Buyer shall pay the amounts which are not disputed, as a provisional settlement. A VO/DVO which is due to Supplier shall not result in a change of price or delivery time in favour of the Supplier.

6.5 Any disputes regarding VOs/DVOs shall be handled in accordance with article 22. If the Supplier has not initiated legal proceedings within 6 months after the issuance of a VO/DVO, the amount stated in the VO/DVO shall be final and binding upon the parties.

7. SUSPENSION

7.1 Buyer can at any time notify Supplier that the Work shall be suspended temporarily, in whole or in part. The notification shall specify the part of Work being suspended, the effective date of the suspension and if possible the duration of the suspension. The Supplier shall resume the Work as soon as Buyer has given Supplier notification of this.

7.2 Buyer shall compensate Supplier's direct and documented costs relating to demobilisation, remobilisation. Storage and such other costs as pre-agreed with Buyer.

8. CANCELLATION

8.1 Buyer may, at its sole discretion, cancel the Agreement or part thereof by giving a written notification to Supplier. The Supplier shall cease all Work as specified in the notice, and use its best efforts to reduce costs related to the cancellation.

8.2 Buyer shall compensate Supplier for the documented costs for the part of the Work performed and necessary direct cost, relating to demobilization and such other cost as pre-agreed with Buyer.

9. GUARANTEE LIABILITY AND DEFECTS

9.1 Supplier guarantees that the Work shall be performed according to the Agreement. Supplier also guarantees that the Work shall comply with applicable laws and regulations, current technical standards and will be in conformity with the PO, and that any design performed by Supplier is fit for the intended purpose. Supplier further guarantees that materials and equipment used are new and of high quality. A condition covered by the guarantee shall be rectified by Supplier free of charge within reasonable time.

9.2 The guarantee period expires 24 months after the Work has been taken into use for its intended purpose, but not later than 36 months after delivery. The guarantee period for services is 24 months from the time the services are rendered.

9.3 Should the Work have any defects, Supplier shall immediately, or at such time as otherwise instructed by Buyer, carry out the necessary rectification work at no cost for Buyer. If Supplier does not remedy a defect within reasonable time, Buyer, or such third party as the Buyer may instruct, after having notified Supplier, can carry out the necessary rectification for account and risk of Supplier. In addition, Buyer may claim compensation and/or damages for breach of this Agreement and/or otherwise according to applicable law.

9.4 If Supplier has performed rectification work/made a redelivery during the guarantee period, a new 24 months guarantee period shall apply for the rectified/redelivered parts of the Work from the date of completion of the rectification work.

9.5 If a defect in the Work implies that there has been a material breach of this Agreement, the Buyer may terminate the agreement and claim compensation in accordance with article 16.

9.6 Without prejudice to the above, in the event Supplier is not the manufacturer of the Goods, Supplier will obtain assignable warranties for the Goods from its vendors and suppliers, which it will pass-through or assign to Buyer, and Supplier will cooperate with Buyer in the enforcement of such warranties. Assignment of warranties under this article shall in no event limit or alter the Supplier's obligations to Buyer pursuant to this Agreement.

10. RETURN OF GOODS

10.1 Unused, incorrectly delivered or standard goods made for stock, in new, resalable condition may be returned by Buyer for credit provided written request is issued by Buyer and received by Supplier within one year after the purchase date.

10.2 Requests for return of goods must show original PO number, description of goods and date of purchase. The credit given shall be based on the original price and will be issued following Supplier's receipt of the goods.

11. INDEMNIFICATION

11.1 Each of the parties shall indemnify the other party in respect of personal injury to or loss of human life among personnel of the indemnifying party's Group and loss of or damage to property of the indemnifying party's Group, which arises in connection with the Work.

11.2 Each party shall also indemnify the other party in respect of damage and loss inflicted by its Group on a third party which arises in connection with the Work, to the extent that such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the indemnifying party's Group.

11.3 The Supplier shall indemnify Buyer in respect of any infringement or alleged infringement of third party patent rights or other intellectual property rights relating to the Work.

11.4 Notwithstanding Article 11.2, and except as set out in Article 11.1 Buyer shall indemnify and hold harmless Supplier from and against all claims concerning pollution originating from the well or reservoir, damage to the well or reservoir, fire, blow-out, cratering, seepage and any other uncontrolled flow from underground of oil, gas, water or other substances originating from Buyer Group equipment, to the extent Buyer Group is indemnified for the same by Buyer's end client.

11.5 Notwithstanding Article 11.2 and 11.4, and except as set out in Article 11.1, Supplier shall indemnify and hold harmless Buyer Group from and against all claims concerning pollution originating from Supplier Group's property or equipment.

11.6 Supplier shall indemnify and hold harmless Buyer Group from and against any claim concerning removal from the seabed of Supplier Group's property or equipment if such removal is requested by Buyer Group or required under any laws, rules, regulations or requirements from any relevant authorities.

11.7 Neither party shall be liable to the other party's Group for Consequential Loss which arises in connection with the Work. For the purposes of this Article, "Consequential Loss" means (i) indirect or consequential loss under English law and (ii) direct or indirect loss of; revenue, profit, anticipated profit, use (including the cost of loss of use of equipment, materials or services provided by third parties), production, productivity, contracts, business opportunity and losses, costs and/or expenses resulting from business interruption and/or deferral of production.

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11.8 Except for article 11.2, the indemnities in this article 11 shall apply irrespective of cause and notwithstanding the negligence (of any kind), wilful misconduct, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

12. DELAYS

12.1 If Supplier has reason to believe that the progress in delivering the Work is deviating from the timeframe contemplated by the Agreement, it shall immediately notify Buyer in writing. Supplier shall without undue delay inform Buyer about the cause of the delay, estimated duration of the delay, assumed impact on the progress plan and proposed remedial actions to recover or limit the delay. Such notification does not exempt Supplier from its obligations in accordance with the PO. If Supplier's remedial actions are inadequate, Buyer may instruct Supplier to initiate extra remedial actions considered necessary. The costs of all remedial actions shall be borne by Supplier.

12.2 In case of delay by Supplier in delivering all or part of the Work, Buyer is entitled to liquidated damages of 0.5% of the price per calendar day commenced until delivery is effected in accordance with this Agreement, limited to 15 % of the PO price. Buyer has the right to set off the liquidated damages against amounts owed by it under this Agreement or any claim which the Supplier may have against Buyer.

13. TERMINATION

13.1 Buyer is entitled, by written notice to Supplier, to terminate the Agreement with immediate effect if Supplier commits a material breach of the Agreement, or it is clear that such material breach will occur. The following is a non-exhaustive list of agreed material breaches of the Agreement: Supplier initiates liquidation or otherwise becomes insolvent; Supplier introduces closure; Supplier suspends payments; material defect in the Work; Supplier is in breach of any sanction laws or regulations or Supplier otherwise exposes Company to a breach of any sanction laws or regulations; violation of articles 15 or 3.3; stoppage of Work; Buyer becomes (or it is evident Buyer will become) entitled to claim maximum liquidated damages; or Supplier does not fulfil its obligations in respect of insurance.

13.2 Termination of this Agreement shall be without prejudice to Buyer's rights in respect of any prior breach of the Agreement by Supplier. Without limitation, Buyer may claim compensation for any claims, costs, damages and losses incurred by Buyer due to the material breach of Agreement by Supplier.

13.3 Any article in these General Conditions which may also serve its purpose after the termination of the Agreement, shall survive such termination.

14. FORCE MAJEURE

14.1 If events occur which (i) the parties could not reasonably foresee when entering into the Agreement, (ii) lie beyond their control, (iii) have effects the parties cannot reasonably avoid or overcome, and (iv) which prevents delivery or completion of the Work, the parties are temporarily released from fulfilling the Agreement. Force Majeure shall include but not be limited to the following:

- a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, piracy, civil war, rebellion, revolution, insurrection of military or usurped power;
- b) Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
- e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect a substantial or essential portion of the Work;
- f) Epidemics or pandemics; or
- g) Maritime or aviation disasters.

14.2 The party who wishes to invoke force majeure must notify the other party in writing without undue delay. Moreover, written notification must be given when the force majeure situation has ceased and the parties' obligations according to the Agreement shall resume.

14.3 The party whose performance under this Agreement is unaffected by the force majeure event shall have a right to terminate the Agreement in writing, with immediate effect, if the force majeure situation lasts more than 60 calendar days. The parties bear their own costs due to force majeure.

15. ANTI CORRUPTION AND BUSINESS ETICHS

15.1 Each of the Parties represents and warrants that it shall comply with laws, rules and regulations relating to anti-bribery and anti-money laundering ("Anti-Corruption Laws"), including without limitation: (i) the Anti-Corruption Laws of Norway and applicable national legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, (ii) the U.S. Foreign Corrupt Practices Act, (iii) the UK Bribery Act 2010, (iv) the Anti-Corruption Laws in jurisdictions where they or any other company to which Supplier provides Work is organized and (v) the Anti-Corruption Laws in jurisdictions where Supplier is organized. Any breach of the obligations in this article 15 shall be regarded as a material breach of the Agreement.

15.2 The Supplier further undertakes:

- i) if the Buyer is part of the Odfjell Technology LTD group, to comply at all times with the Odfjell Technology code of business conduct (as it may be revised and updated from time to time), the current version of which can be downloaded from www.odfjelltechnology.com/Code_of_conduct.
- ii) if the Buyer is part of the Odfjell Drilling LTD group, to comply at all times with the Odfjell Drilling code of business conduct (as it may be revised and updated from time to time), the current version of which can be downloaded from www.odfjelldrilling.com/Code-of-Conduct/.

16. MINIMUM WAGE & WORKING CONDITIONS

16.1 The Supplier shall ensure that employees within Supplier's own organization and employees of any of the Supplier's sub-contractors or sub-suppliers do not have lesser wage and working conditions than what is set out in applicable law and regulation.

16.2 All agreements which are entered into by the Supplier with the Supplier's sub-contractors and sub-suppliers to perform Work under the Agreement shall contain equivalent provisions to this article 16.

16.3 In the event that the Supplier does not comply with the obligations stipulated in this article 16, the Buyer may withhold payment until the breach has been rectified. The Supplier shall indemnify Buyer in respect of any non-compliance by the Buyer with this article 16 and Buyer may set-off the amount to which it is entitled under such indemnity against any payment due to the Supplier. The Supplier shall, upon request, submit documentary evidence of the wage and working conditions which have been applied. This requirement is also applicable to the Supplier's sub-contractors and sub-suppliers and the Supplier shall procure their compliance with the same.

17. AUDIT

17.1 Buyer has the right to audit the Supplier, sub-suppliers and sub-contractors upon three -3- weeks written notice. This right applies to all matters concerning the Agreement. Buyer shall have access to all relevant documentation connected with the Agreement. Supplier shall procure that its sub-suppliers and sub-contractors participate in such audit and comply with this article 17 as if they were parties to this Agreement.

17.2 If the audit reveals non-conformities, Supplier shall correct these accordingly. Buyer has a right to perform an audit for up to two years after the expiry of the year in which the Work was delivered.

18. INSURANCE

18.1 Supplier shall at its own expense provide and maintain insurance policies covering the liability possibly incurred by it as a result of the Agreement. The insurances shall not cease before all delivery of the Work has taken place. If requested, Supplier shall submit original insurance certificates to Buyer.

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19. CONFIDENTIALITY

19.1 All information which the parties exchange shall be kept confidential, and shall only be used for the purpose contemplated by the Agreement. Notwithstanding this, the parties shall be entitled to use and disclose any confidential information to other members of their Group, as the case may be, and third parties solely to the extent necessary for the performance of their obligations and maintenance of their rights under the Agreement. The disclosing Party shall ensure that any entity or person who receives confidential information from such party undertakes to keep the information confidential and that they are bound by professional confidentiality or other confidentiality obligation no less onerous than the ones contained herein, and receiving party shall remain liable for any breach of confidentiality obligations as if they were committed by receiving party.

19.2 The parties shall not publish or advertise information in connection with the Agreement without the other party's written approval.

19.3 Notwithstanding article 19.1, Buyer (and its Group members) shall be permitted to disclose information of the kind referred to in article 19.1 as required by applicable law or regulation, stock exchange rules, for the purposes of obtaining finance or in connection with any relevant corporate or business asset transaction.

19.4 Following termination or expiry of the Agreement, each of the parties shall, at the other party's request, return to the other party or destroy any and all confidential information which such party has in its possession and which belongs to or regards the other party, whether such information is kept in paper, electronically or otherwise.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 Commercial and technical information, including drawings, documents and computer programs, regardless of method of storage, and copies thereof, provided by Buyer to Supplier, as well as any inventions made by Buyer, shall be the property of Buyer. The same applies to information developed by Supplier mainly on the basis of information and/or inventions provided by Buyer.

20.2 Information and inventions made by Supplier during the performance of the Work, and Inventions which are mainly based on information and/or inventions as mentioned in Article 20.1 shall be the property of Buyer. Information and inventions as mentioned in article 20.1 and this article 20.2 shall not be used by Supplier other than for the purpose of the Work.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 Buyer may transfer the Agreement, or any of its rights or obligation thereunder, to a Group entity or third party.

21.2 Supplier may not transfer the Agreement or any its rights or obligations thereunder to a Group entity or third party without the prior written consent of the Buyer.

21.3 Supplier may not sub-contract any part of the Work without the prior written consent of the Buyer. Notwithstanding any such approved sub-contracting, Supplier shall remain fully responsible for the Work.

22. CHOICE OF LAW AND DISPUTES

22.1 This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with English law and the legal venue shall be the High Court of Justice, London.

22.2 Subject to article 21.4, the English courts have exclusive jurisdiction to determine any dispute arising in connection with this Agreement, including disputes relating to any non-contractual obligations.

22.3 Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

22.4 Nothing in this Agreement shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

22.5 Until a dispute is settled, Supplier shall continue to fulfil this Agreement.

23. MISCELLANEOUS

23.1 (Definitions) In this Agreement:

- (a) "Group" means in respect of a party, itself, its holding company, its subsidiaries, and the subsidiaries of that holding company, where terms "holding company" and "subsidiary" have the meanings given in the UK Companies Act 2006. In the case of Buyer, companies shall be deemed to be subsidiaries for the purposes of this definition if the shareholding of a Group company therein is forty percent or greater;
- (b) "indemnify" means to indemnify the other party on demand and on an after tax basis from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) incurred by the other party (or any of its subsidiaries or associated companies, employees, officers, agents and contractors) as a result of or in connection with the matter to which the indemnity relates; and
- (c) "insolvent" means in respect of a party that: the party becomes unable to pay its debts within the meaning of section 123 of the UK Insolvency Act 1986; the party ceases or threatens to cease to carry on the whole or a substantial part of its business; any distress or execution is levied upon such party's property or assets; such party shall make or offer to make any voluntary arrangement or composition with its creditors; any resolution to wind up such party (other than for the purpose of a *bona fide* reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such party shall be presented and not withdrawn or dismissed within seven days or an order is made for the winding up of such party; such party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it; a receiver or administrative receiver is appointed over all or any of such party's undertaking property or assets; any bankruptcy petition is presented or a bankruptcy order is made against such party; an application is made for a debt relief order, or a debt relief order is made in relation to such party; such other party is dissolved or otherwise ceases to exist; or the equivalent of any of the events described in the foregoing paragraphs of this definition occurs in relation to such party under the laws of any jurisdiction.

23.2 (Severance) The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction, that provision shall if possible apply in that jurisdiction with whatever modification or deletion is necessary so as best to give effect to the intention of the parties as recorded in this Agreement.

23.3 (Amendments) Without prejudice to the ability of the parties to make variations to the Work (or part thereof) in accordance with article 6, no variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

23.4 (Waiver) A failure or delay in exercising any right or remedy under the Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of the Agreement shall not constitute a waiver of any other breach.

23.5 (Cumulative Rights) The rights and remedies of Buyer expressly conferred by the Agreement are cumulative and additional to any other rights or remedies it may have.

23.6 (Relationship of parties) Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

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23.7 (Set-off) Save as otherwise provided in this Agreement, all amounts payable under or in connection with this Agreement shall be paid in full without set-off, deduction or withholding.

23.8 (Third Party Rights) The parties do not intend any third party to have the right to enforce any provision of this Agreement under the UK Contracts (Rights of Third Parties) Act 1999. However, where a right for either a member of Buyer Group other than Buyer or a member of Supplier Group other than Supplier to be indemnified is explicitly granted, such rights are intended to be enforceable by such person. Notwithstanding the preceding sentence, the Agreement may be rescinded, amended or varied by the parties to the Agreement without notice to or the consent of any such member of either party's Group, even if, as a result, that member's right to enforce a term of this Agreement may be varied or extinguished.

24 SANCTIONS

24.1. In this Clause the following definitions shall apply:

- a) "Affiliates" means in relation to any party, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
- b) "Group" means in relation to any party, its Affiliates, Subsidiaries, co-venturers, joint interest owners, co-licensees, other contractors and subcontractors, clients, client's other contractors and subcontractors and the respective employees, directors and/or officers of all the above.
- c) "Holding Company" means in relation to a party, any other person in respect of which it is a Subsidiary.
- d) "Restricted Party" means a person:
 - I. listed on any Sanctions List or targeted by Sanctions Laws (whether designated by name or by reason of being included in a class of person);
 - II. domiciled, resident, located in or incorporated or organised under the laws of any country or territory or whose government is the target of comprehensive, country- or territory-wide Sanctions Laws; or
 - III. directly or indirectly owned or controlled by, or acting on behalf of or, at the direction or for the benefit, (as interpreted under any relevant Sanctions Laws) of a person referred to in (a) or (b) above; or
 - IV. otherwise targeted by Sanctions Laws.
- e) "Sanctions Authority" means the Norwegian State, the United Nations, the European Union, the United States of America, any EEA Member Country, the United Kingdom and/or the respective governmental, legislative, judicial and enforcement bodies and authorities of any of the foregoing, including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State, any other agency of the US government, and any authority, official institution or agency acting on behalf of any of them in connection with Sanctions Laws.
- f) "Sanctions Laws" means any trade, economic or financial sanctions laws and/or regulations, embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority from time to time.
- g) "Sanction List" means any list of persons or entities published in connection with Sanctions Laws by or on behalf of any Sanctions Authority.
- h) "Subsidiaries" means (i) any company which is owned directly and/or indirectly by more than 50 per cent. and (ii) any material company which is owned directly and/or indirectly by 50 per cent. or less, but where a shareholders' agreement or other instrument secure the minority owner a casting vote or veto rights or similar influence in material decisions.

24.2. Supplier warrants that it and its Affiliates are in compliance with Sanctions Laws and that its owners, directors, officers, employees, agents, representatives and members of its and their management are in compliance with Sanction Laws and is not a Restricted Party.

24.3. Supplier warrants that it, its Group and its Affiliates are in compliance with Sanctions Laws and that its owners, directors, officers, employees, agents, representatives and members of its and their management has not engaged in or is engaged in any transaction, activity or conduct that could reasonably be expected to result in it being designated as a Restricted Party; or is subject to or involved in any inquiry, claim, action, suit, proceeding or investigation against him or her with respect to Sanctions Laws by any Sanctions Authority.

24.4. Supplier shall notify Buyer immediately upon becoming aware any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions Laws against it or any of its direct or indirect Affiliates or Subsidiaries or any of their respective directors, officers or employees, or if any of its direct or indirect Affiliates or Subsidiaries or any of their

respective directors, officers or employees has become a Restricted Party or has violated any Sanctions Laws.

24.5. Where, in the reasonable judgment of Buyer,

- a) the Agreement and/or the Buyer Group's performance of its obligations under it causes a breach of Sanctions Laws or becomes unlawful or contrary to any Sanctions Laws;
- b) any act or omission of the Supplier Group, any of its Affiliates or any of its or their related companies or persons causes a breach of Sanctions Laws or becomes unlawful or contrary to any Sanctions Laws;
- c) Supplier Group, any of its Affiliates or any of its or their related companies or persons may be in a breach of Sanctions Laws or becomes unlawful or contrary to any Sanctions Laws or becomes a Restricted Party; or
- d) the Agreement or Supplier Group in any other way expose Buyer Group, any of its Affiliates or any of its or their related companies or persons to breach of any Sanctions Laws or the impeding effects of breach of such Sanctions Laws, whether or not such Sanctions Laws have been amended and implemented after the date of this Agreement, then Buyer shall, without prejudice to any of Buyer's other rights and remedies hereunder or at law, be entitled to terminate this Agreement with immediate effect and without any liability to Supplier Group.

GENERAL TERMS AND CONDITIONS OF PURCHASE UK

APPENDIX 1 SPECIAL CONDITIONS FOR RENTAL EQUIPMENT

1. Scope

1.1 These special conditions apply in the event that Buyer rents equipment from Supplier in addition and as supplement to the General Conditions . In case of discrepancy the General Conditions shall prevail.

2. Rental period

2.1 Equipment shall be contracted to the Buyer on a daily rental basis unless otherwise is stated in the PO.

2.2 The rental period shall commence on the day equipment is received at the delivery address stated on the PO. The Supplier shall arrange for all transport of the equipment from the Supplier base to the delivery address.

2.3 The equipment shall be deemed off-hire when the Supplier has been notified by the Buyer that the equipment is ready to be collected, unless otherwise is stated in the PO.

3. Rates

3.1 Equipment rental rates include normal wear and tear.

Examples of normal wear and tear: worn dies in slip type elevators, worn dies in rotary slips/safety clamps, worn circular buttons in casing or drill collar slips, O-rings, hose, fittings on air and hydraulic operated equipment.

Examples of abnormal wear and tear: missing parts of returned equipment (slip segments, links, wrenches, cylinders, handles etc.), major damage that result in rejection (extensive repair or scrap).

Supplier shall confirm abnormal wear and tear in a report to Buyer. Documentation including photographs etc. shall be submitted prior to proceeding with repair with economic consequences.

3.2 Inspection, cleaning and preservation is included in the rental rates for handling equipment.

3.3 Equipment lost or damages beyond economic repair (lost in hole) while in the custody of Buyer, or not returned to Supplier, shall be charged Buyer, either at listed lost-in-hole rates or if there are no specified rates, at the actual replacement cost.

3.4 Buyer shall not be liable for rental charges for equipment prior to receipt or which has not been collected after being notified by the Buyer unless previously agreed in writing or detailed on the PO.

3.5 If post rental inspection and charges apply, the Supplier shall detail this in the quotation so that this can be detailed on the PO if the Buyer agrees with such charges.

GENERAL TERMS AND CONDITIONS OF PURCHASE UK

APPENDIX 2 SPECIAL CONDITIONS FOR SERVICES

1. Scope

1.1 These special conditions for services shall apply in the event the Buyer requests Supplier to provide certain qualified personnel to assist in Buyer's operation in addition and as supplement to the General Conditions. In case of discrepancy the General Conditions shall prevail.

2. PO

2.1 A PO shall be issued by the Buyer for each scope of Work in advance of the mobilization/onboarding of the personnel.

2.2 The PO will detail the job categories/specifications of the personnel, the number of required personnel by category, the dates and duration of the engagement, the location, either onshore or offshore where the personnel shall perform the Work and mobilization/onboarding instructions.

3. Personnel requirements

3.1 Supplier shall ensure that the personnel provided are qualified to carry out the Work scope required. On Buyer's request, Supplier shall provide curriculum vitae for the relevant personnel.

3.2 Supplier shall ensure that the personnel provided have all relevant certificates required by the applicable authorities.

3.2 Supplier shall accept any lawful order for services from the Buyer and the Supplier shall ensure that personnel provided carry out all duties with due skill, care and attention, to a professional and technically competent standard as expected of the role.

3.3 Supplier's personnel shall at all times be the responsibility of the Supplier, but shall be subject to all procedures and regulations as from time to time may be laid down by Buyer and/or Buyer's client relating to professional etiquette and health and safety.

4. Rates / Invoicing

4.1 All rates quoted by the Supplier shall be deemed to be fully inclusive of costs, including mobilization/demobilization, unless otherwise stated at time of quote.

4.2 Day rates for personnel are payable from the day such personnel arrive at the Buyer designated heliport or land rig site, and shall continue until and including the day of return to the heliport for offshore personnel, and finalization of the scope of Work for onshore personnel.

4.3 The Supplier shall provide proof of all costs incurred as back up to each invoice (e.g. signed time sheets, and receipts for all consumables used, and any other expenses). Invoices must quote the relevant PO number, as issued by the Buyer.

5. Replacement of personnel

5.1 If any of Supplier's personnel does not meet the qualification requirements set by the Buyer, the Buyer shall be entitled to request that the relevant person is replaced, and Supplier undertakes to provide new qualified personnel

5.2 Buyer shall immediately notify Supplier of such request and confirm the request in writing within five working days, stating the reasons for request of replacement/termination.

6. Employment

6.1 Supplier's personnel shall be employed by the Supplier (see Appendix 3 for exceptions). Supplier undertakes to ensure that the personnel are at all times lawfully employed by Supplier and that legal rights are honored, including mandatory occupational insurance. Supplier shall, inter alia, be responsible for the personnel's wages, pay as you earn ("PAYE"), insurances and pensions, as well as social and other benefits from Supplier. The Supplier shall ensure compliance with all relevant legislation.

6.2 When personnel are provided via an intermediary company which does not employ the personnel, IR35 legislation must be considered and appendix 3 applies.

6.3 Nothing in the Agreement shall be constituted as creating, at any time, the relationship of employer and employee between Buyer and any of the personnel provided by the Supplier.

7. Insurance

7.1 The Supplier must maintain Employers Liability Insurance for a minimum amount of £10,000,000 for any one occurrence, restricted to £5,000,000 for any one occurrence in respect of offshore activities (costs inclusive) covering all persons provided by the Supplier to the full extent required by all laws having jurisdiction over such persons and/or locations (either offshore or onshore locations) where the services are being performed.

GENERAL TERMS AND CONDITIONS OF PURCHASE UK

APPENDIX 3 - ENGAGEMENT OF NON PAYROLL CONTRACTORS/WORKERS

This appendix applies to all Buyer Group entities engaging the services of personnel who are tax resident in the UK.

Further, this appendix applies to Suppliers who are providing personnel (contractors/workers) who are not employed by the Supplier, and have no UK Income Tax or National Insurance contributions being deducted from their earnings at source.

In addition to all terms and condition as stated in Appendix 2, each contractor/worker will be subject to an IR35 employment status determination (SDS) assessment by the Buyer, as detailed in the Contractor/Worker Engagement Procedure (L2-UK-HR-PR-054).

The Supplier can substitute any personnel, subject to the Buyer's approval that the substitute is sufficiently skilled, experienced and qualified to carry out the services. The Supplier will remain liable for the Services completed by any substitute and will bear any costs.

The Supplier bears the cost of any remedial work required due to their delivery not meeting required standards, specifications or deadlines.

All contractors must be engaged via an approved vendor and have the status determination statement (SDS) assessment and a PO issued prior to mobilisation/onboarding. The PO shall detail the scope of Work and any mobilisation/onboarding instructions.

Standard invoice submission terms apply, as stated in Appendix 2, paragraph 4.3.