

## **EM&I Standard Terms and Conditions of Purchase**

The Terms and Conditions herein shall apply to the purchase of goods and / or services by the EM&I Company (the COMPANY) from the CONTRACTOR each of whom shall be named on the relevant PURCHASE ORDER. In accepting the PURCHASE ORDER, the CONTRACTOR acknowledges that he has read, understood and agreed with the Terms and Conditions specified herein and on the PURCHASE ORDER

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## **SECTION A - GENERAL**

### **A1. Definitions**

**"AFFILIATE"** shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meaning assigned to them under Section 1159, Companies Act 2006.

**"COMPANY"** shall mean the person, persons, firm or company named in the PURCHASE ORDER to purchase GOODS and/or SERVICES hereinafter defined and shall include the COMPANY's legal personal representatives, successors and assigns.

**"COMPANY GROUP"** shall mean the COMPANY, its CO-VENTURERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the CONTRACTOR GROUP.

**"COMPANY MATERIALS"** all materials, equipment and tools, drawings, specifications, know-how and data supplied by the COMPANY to the CONTRACTOR.

**"CONTRACTOR"** shall mean the person, persons, firm or company named in the PURCHASE ORDER to supply GOODS and/or SERVICES hereinafter defined and shall include the CONTRACTOR's legal personal representatives, successors and assigns.

**"CONTRACTOR GROUP"** shall mean the CONTRACTOR, its subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including

agency personnel), but shall not include any member of the COMPANY GROUP.

**"CO-VENTURER"** shall mean any other entity with whom the COMPANY is or may be from time to time a party to a joint operating agreement or utilisation agreement or similar agreement relating to the operations for which the GOODS and/or SERVICES are being provided and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

**"CUSTOMER"** shall mean the end customer to whom the COMPANY provides GOODS OR SERVICES in connection with this PURCHASE ORDER.

**"DELIVERABLES"** means all documents, products and materials developed by the CONTRACTOR or its agents, contractors and employees as part of or in relation to the GOODS and/or SERVICES in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**"DELIVERY DATE(S)"** shall mean the date(s) upon which the GOODS and SERVICES shall be delivered or performed as specified in the PURCHASE ORDER.

**"GOODS"** shall mean the goods (if any) to be provided in accordance with this PURCHASE ORDER.

**"INTELLECTUAL PROPERTY RIGHTS"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"PURCHASE ORDER"** shall mean the contract formed by the acceptance of this PURCHASE ORDER and shall incorporate these Purchase Order Terms and Conditions as may be amended by any special conditions referred to in this PURCHASE ORDER.

**"PURCHASE PRICE"** shall mean the price which the COMPANY has agreed to pay for the GOODS and SERVICES in accordance with Clause B3.1.

**"SERVICES"** shall mean the services (if any) to be provided in accordance with this PURCHASE ORDER.

**"WORKING DAY"** means Monday to Friday excluding any public and bank holidays in the jurisdiction where the GOODS and /or SERVICES are provided.

## **A2. Interpretation**

All instructions, notices, agreements, authorisations approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

Nevertheless, if for any reason, it is considered necessary by the COMPANY to give an instruction to the CONTRACTOR orally in the first instance, the CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the CONTRACTOR confirms in writing any such oral instruction which is not contradicted in writing by the COMPANY within two (2) WORKING DAYS, it shall be deemed to be an instruction in writing by the COMPANY. Any reference to statute statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

## **A3. Invalidity and Severability**

If any provision of this PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The COMPANY and the CONTRACTOR agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **SECTION B**

### **THE CONTRACTOR'S OBLIGATIONS**

#### **B1. Terms**

The CONTRACTOR will supply the GOODS and SERVICES to the COMPANY on the terms set out in the PURCHASE ORDER.

#### **B2. Delivery and Performance**

B2.1 The CONTRACTOR will deliver or make the GOODS available to the COMPANY and perform the SERVICES at the place specified in the PURCHASE ORDER, on the DELIVERY DATE(S).

B2.2 The CONTRACTOR shall be fully responsible for the performance of its obligations pursuant to or under the PURCHASE ORDER including, but not limited to, as applicable, responsibility for the design, fabrication, manufacture, production, construction and delivery of the GOODS in compliance with all terms, conditions, specifications, drawings, and other requirements of the COMPANY as set out in the PURCHASE ORDER

and in accordance with the laws, regulations and codes of any applicable jurisdiction. The CONTRACTOR shall furnish at its sole cost and expense any and all necessary labour, machinery, equipment, tools, transportation, and whatever else is necessary in the performance of its obligations pursuant to or under the PURCHASE ORDER.

B2.3 In the event that the CONTRACTOR is unable to deliver the GOODS and/or perform the SERVICES on the DELIVERY DATE the CONTRACTOR shall notify the COMPANY at the earliest possible opportunity. The COMPANY and the CONTRACTOR shall endeavour to agree a mutually acceptable revised DELIVERY DATE. However, in the event that the COMPANY and the CONTRACTOR cannot agree, the COMPANY shall have the right to terminate the PURCHASE ORDER and recover from the CONTRACTOR the direct losses sustained as a result of the delay up to an amount not to exceed the value of the PURCHASE ORDER.

### **B3. Inclusive Price**

B3.1 The price which the COMPANY has agreed to pay for the GOODS and SERVICES is set out in the PURCHASE ORDER and is exclusive of VAT but includes all other taxes, duties or other charges as applicable.

B3.2 The COMPANY may withhold from payments to be made to the CONTRACTOR amounts legally required to be withheld from such payments and remitted to the government or taxing authority of any applicable jurisdiction (as determined by the COMPANY from time to time) and the COMPANY will supply to the CONTRACTOR on request tax receipts for any amounts so withheld.

### **B4. Access**

The CONTRACTOR will allow the COMPANY to expedite, inspect and test the GOODS during manufacture at the CONTRACTOR's premises on reasonable prior notice. Any expediting, inspection, testing or any failure to do so shall in no way relieve the CONTRACTOR of its obligations as specified in the PURCHASE ORDER.

### **B5. Warranty**

B5.1 The CONTRACTOR warrants that the GOODS, whether manufactured, fabricated or otherwise produced or provided by the CONTRACTOR or others, will meet the COMPANY's requirements with regard to any quality, fitness for purpose, quantity or specifications, which are set out in the PURCHASE ORDER. In any event (subject to any higher standards set out in the PURCHASE ORDER) the CONTRACTOR shall ensure that the GOODS shall:

- (a) correspond with their description and any applicable manufacturer's specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the CONTRACTOR or made known to the CONTRACTOR by the COMPANY, expressly or by implication, and in this respect the COMPANY relies on the CONTRACTOR's skill and judgement;
- (c) be free from defects in design, materials and workmanship and remain so for a minimum of 12 months after delivery; and

- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the GOODS.

B5.2 The CONTRACTOR shall, in providing the SERVICES:

- (a) perform the SERVICES with the best care, skill and diligence in accordance with best practice in the CONTRACTOR's industry, profession or trade;
- (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the CONTRACTOR's obligations are fulfilled in accordance with the PURCHASE ORDER.

### **B6. Defects Correction**

B6.1 The CONTRACTOR shall, within any timescales set out in the PURCHASE ORDER or, if none are specified, within a reasonable time stipulated by the COMPANY, repair, replace or rectify any of the GOODS (or any replacement) and SERVICES which are defective. The CONTRACTOR's obligation in respect of GOODS shall apply only when the GOODS are used in accordance with the CONTRACTOR's specification or if no such specification exists, used in accordance with their ordinary purpose. The CONTRACTOR's obligation shall cease 24 months from delivery. Title and risk in the GOODS or any part thereof which do not comply with the requirements of the PURCHASE ORDER and which are rejected by the COMPANY shall re-vest in the CONTRACTOR on return to the CONTRACTOR.

B6.2 All costs of return of defective GOODS to the CONTRACTOR and delivery of repaired or replacement GOODS to the original delivery location, together with any labour costs incurred in providing the repair or replacement and all costs of rectification of defective SERVICES, together with any costs, expenses and third party claims (including claims for reimbursement of third party costs, including liquidated damages) incurred by the COMPANY arising from, relating to or in connection with the repair, replacement or rectification, including any delay in the CONTRACTOR providing any repair or replacement or rectification, shall be for the account of the CONTRACTOR, and the CONTRACTOR shall indemnify the COMPANY against all such costs and expenses and claims suffered or incurred by the COMPANY.

### **B7. Packing**

The CONTRACTOR shall ensure that the GOODS are properly packed, secured and labelled for the specific mode of transport being utilised (Road, Sea or Air), including where applicable, the packing of Dangerous Goods in accordance with ADR (Road), IMDG (Sea) or IATA (Air) Regulations and to meet the COMPANY's requirement as specified in the PURCHASE ORDER.

### **B8. Documentation**

The CONTRACTOR shall provide to the COMPANY by the due date(s)

- (a) equipment and logistics documentation as detailed in Appendix 1; and
- (b) all drawings, certificates or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.

**B9. Hazardous Materials**

The CONTRACTOR shall ensure that the GOODS and SERVICES will comply with the requirements of all applicable laws, regulations and codes and, to the extent that the GOODS contain toxic, corrosive or hazardous materials, the CONTRACTOR will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions. GOODS supplied under the PURCHASE ORDER, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the CONTRACTOR. The title and risk of the contaminated GOODS will remain with the CONTRACTOR, who will bear all expenses for the said processes. In the event that COMPANY contaminates the GOODS, the COMPANY will be liable for the processes of regeneration or disposal.

**B10. Title and Risk**

B10.1 Title and Risk in the GOODS (except for GOODS supplied on hire) will pass from the CONTRACTOR to the COMPANY at delivery in accordance with the COMPANY's requirements or upon payment by the COMPANY, whichever occurs the earlier under the PURCHASE ORDER.

B10.2 The COMPANY may require the CONTRACTOR to provide a certificate (in a form prescribed by the COMPANY) confirming transfer of ownership of the GOODS to the COMPANY and shall be entitled to withhold any payment otherwise due for such GOODS pending receipt of the certificate.

B10.3 The CONTRACTOR warrants full and clear title to the GOODS, free from any and all liens, restrictions, reservations, security interests and encumbrances.

B10.4 Where the COMPANY and/or the CUSTOMER provides free issue materials for incorporation into the GOODS, such materials shall be and at all times remain the sole and unencumbered property of the COMPANY and/or the CUSTOMER. Such materials shall be and remain at the CONTRACTOR's risk until delivery to, or acceptance of the GOODS by the COMPANY. For avoidance of doubt any free issue materials shall be identified as such in the applicable PURCHASE ORDER.

B10.5 The CONTRACTOR shall take care of and maintain free issue materials in good condition and shall use them only in connection with the PURCHASE ORDER. All such materials shall be clearly marked or identified in a manner approved by the COMPANY's authorised representative stating that the said materials are the property of the COMPANY and/or the CUSTOMER, as appropriate. Wherever practicable, free issue materials shall be segregated and/or stored separately from the CONTRACTOR's and/or any subcontractor's or other customer's property. The COMPANY's authorised representatives shall be entitled at all reasonable times to inspect all areas where the GOODS and/or any free issue materials are being, or have been, kept to ensure that this Clause B10.5 has been observed and, if it has not been observed, to clearly mark or identify as aforesaid on the materials at the CONTRACTOR's cost.

**B11. Patent Indemnity**

B11.1 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the PURCHASE ORDER except where such infringement necessarily arises from the job specification and/or the COMPANY's instructions.

B11.2 However, the CONTRACTOR shall use its reasonable endeavours to identify any infringement in the job specification and/or the COMPANY's instructions of any patent or proprietary or protected right, and should the CONTRACTOR become aware of such infringement or possible infringement then the CONTRACTOR shall inform the COMPANY immediately.

B11.3 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the COMPANY under the CONTRACT or the use by the CONTRACTOR of the job specification or materials or equipment supplied by the COMPANY.

**B12. Spares**

The CONTRACTOR shall give sufficient notice to the COMPANY of its intention to cease supply of GOODS, component parts or replacements, to enable the COMPANY to purchase such GOODS, component parts or replacements.

**B13. Safety, Health, Environment And Quality Assurance**

B13.1 The CONTRACTOR shall, at all times, perform, and ensure that its employees, agents, subcontractors and suppliers of any tier perform, the CONTRACTOR's obligations pursuant to or under the PURCHASE ORDER in a safe, secure and environmentally aware manner. The CONTRACTOR shall observe and comply, and ensure its employees, agents, subcontractors and suppliers of any tier observe and comply, with all the applicable current legislation in respect of safety, health and the environment. Nothing in this Clause B13 shall require the CONTRACTOR to breach any applicable laws or regulations.

B13.2 The CONTRACTOR shall ensure that its employees, agents, subcontractors and suppliers are, where applicable, provided with and are required to wear or use as appropriate all necessary personal protective equipment in relation to the performance of the CONTRACTOR's obligations pursuant to or under the PURCHASE ORDER.

B13.3 The CONTRACTOR shall ensure that its employees, agents, subcontractors and



suppliers of any tier have and will maintain all safety, medical and training certificates as may be required for the performance of the CONTRACTOR's obligations pursuant to or under the PURCHASE ORDER, whether required by applicable laws, regulations or codes, or by the COMPANY's global safety, health and environmental standards and procedures and local policies.

B13.4 The CONTRACTOR shall ensure that within twenty-four (24) hours of their occurrence, all health, safety and environmental incidents, accidents or events, regardless of severity (including in particular "lost time" incidents and accidents), and arising from, in connection with or as a result of the CONTRACTOR's performance of its obligations pursuant to or under the PURCHASE ORDER, shall be reported to the COMPANY's authorised representative. Such reporting requirements shall not be limited to injuries to persons but must also include any environmental spillage, contamination and similar environmental impairment incidents and "near miss" information.

B13.5 The CONTRACTOR shall indemnify and keep indemnified the COMPANY GROUP and the CUSTOMER against all losses which the COMPANY and/or the CUSTOMER may suffer or incur as a result of, or which may arise out of, any failure of the CONTRACTOR GROUP to comply with its obligations under this Clause 13 or any applicable laws, regulations or codes relating to health & safety or environment.

B13.6 Provided that compliance shall not relieve the CONTRACTOR from any of its other duties and obligations under the PURCHASE ORDER, the CONTRACTOR's activities shall be carried out in compliance with an approved quality assurance ("QA") system.

B13.7 The CONTRACTOR shall allow the COMPANY's and/or the CUSTOMER's safety and quality auditors access to personnel, documentation and records for the purpose of conducting SHEQ audits relating to the manufacture and supply of the GOODS. Where non-conformities are identified during such SHEQ, the CONTRACTOR shall, at its own expense, undertake the corrective actions required by the auditors within agreed time limits.

B13.8 It shall be the CONTRACTOR's responsibility to incorporate provisions similar to those in Clause B13.7 and Clause D14 (Audit) into subcontracts and to include provision for the COMPANY and/or the CUSTOMER to approve and carry out SHEQ audits on subcontractors and suppliers.

#### **B14. Import And Export Compliance**

B14.1 The CONTRACTOR agrees that in the performance of its obligations pursuant to or under the PURCHASE ORDER, it is solely responsible for compliance with the import and export, re-import and sanction laws and regulations of any applicable jurisdiction.

B14.2 If any import or export control or compliance form is attached to the PURCHASE ORDER, including the COMPANY's Request for Export Control Information, the CONTRACTOR will thoroughly and accurately complete such form and return it to the

COMPANY within ten (10) days of its receipt. The CONTRACTOR understands and acknowledges that the CONTRACTOR will be fully responsible for the accuracy and completeness of import and export documentation prepared or executed by the CONTRACTOR, including that required for the import of any materials used in the fabrication, manufacture, production and construction of the GOODS and of any the CONTRACTOR information prepared by the CONTRACTOR's directors, officers, employees, agents, subcontractors, suppliers and brokers.

#### **B15. Independent Contractor**

In the performance of any of its obligations pursuant to or under the PURCHASE ORDER, the CONTRACTOR shall be deemed an independent contractor with the authority and right to direct and control all of the details of its work, the COMPANY being interested only in the result obtained, it being the understanding, agreement and intention of the COMPANY and the CONTRACTOR that no relationship of master and servant, or borrowed servant, or principal and agent shall exist between the COMPANY and the CONTRACTOR or the COMPANY's and the CONTRACTOR's directors, officers, employees or agents.

### **SECTION C - THE COMPANY'S OBLIGATIONS**

#### **C1. Terms**

The COMPANY will buy the GOODS and SERVICES from the CONTRACTOR on the terms set out in this PURCHASE ORDER.

#### **C2. Acceptance**

C2.1 Acceptance of GOODS shall be from the time when a duly authorised employee or representative of the COMPANY accepts the GOODS, delivered or collected, and where such GOODS are not defective or damaged in any way and comply with the PURCHASE ORDER.

C2.2 The GOODS shall be supplied strictly in accordance with the specifications and other requirements set out in the PURCHASE ORDER. No deviation or substitution, in whole or in part, from such specifications or other requirements is permitted without the prior written approval of the COMPANY. If the words "or equal" are used in the PURCHASE ORDER, proposed equals must first be approved in writing by the COMPANY. Substitutes or deliveries of more or less than the quantity specified in the PURCHASE ORDER shall not be permitted without the prior written approval of the COMPANY. If GOODS received do not conform to those ordered, or if more or less than the quantity ordered are delivered, the COMPANY may reject such deliveries in whole or in part by giving notice thereof to the CONTRACTOR. In the event that a defect in or damage to the GOODS or any breach of the PURCHASE ORDER is identified by the COMPANY, it shall be deemed not to have accepted the GOODS until such time as such defect, damage or breach is remedied by the CONTRACTOR.

C2.3 The CONTRACTOR will remove any rejected GOODS at the CONTRACTOR's expense within ten (10) WORKING DAYS after notice. If the CONTRACTOR does not remove such rejected GOODS within such time, then the COMPANY may return such rejected GOODS to the CONTRACTOR and the CONTRACTOR will be liable to reimburse cost of freight plus 10% administrative fee. If any GOODS are rejected by the COMPANY, the CONTRACTOR will not deliver any replacement GOODS without the prior written approval and directions of the COMPANY.

C2.4 Should normal engineering or manufacturing practice require any item of work, equipment or material which has not been specified in the PURCHASE ORDER, but is required to be performed or provided for ensuring the proper functioning of the GOODS, the CONTRACTOR understands and agrees that the necessity for the work, equipment or material is implied as being included in the scope of the PURCHASE ORDER and that the cost of such work, equipment or material is deemed to have been allowed for in the PURCHASE PRICE.

### **C3. Use**

The CONTRACTOR will not be liable for any loss or damage resulting from the failure of the COMPANY to use the GOODS in accordance with any specific operating conditions set out in the PURCHASE ORDER.

### **C4. Risk**

Where the PURCHASE ORDER is for the purchase (but not the hire) of goods, the COMPANY will be responsible for risk of loss or damage to the GOODS with effect from delivery in accordance with the requirements of the PURCHASE ORDER.

### **C5. Price Payment**

C5.1 The COMPANY will pay for the GOODS and SERVICES against the CONTRACTOR's invoice in the amounts specified in the PURCHASE ORDER within thirty (30) days of receipt of CONTRACTOR's correctly submitted invoice and properly constituted backup the transmission of invoice not being earlier than the delivery of GOODS or performance of SERVICES unless otherwise stated in the PURCHASE ORDER.

C5.2 The CONTRACTOR shall not be entitled to receive any payment on any invoice which is received by the COMPANY more than sixty (60) days from the date of delivery of the GOODS or completion of performance of the SERVICES to which the invoice relates.

C5.3 If the COMPANY disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the COMPANY shall notify the CONTRACTOR of the reasons and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note the COMPANY shall be obliged to pay the undisputed part of a disputed invoice.

## **C6. Intellectual Property**

C6.1 Unless stated otherwise in the PURCHASE ORDER, the CONTRACTOR assigns to the COMPANY, with full title guarantee and free from all third party rights, all INTELLECTUAL PROPERTY RIGHTS in the GOODS and SERVICES supplied to the COMPANY, including for the avoidance of doubt any software provided solely by the CONTRACTOR under the PURCHASE ORDER and the DELIVERABLES.

C6.2 The CONTRACTOR warrants that it has full clear and unencumbered title to all INTELLECTUAL PROPERTY RIGHTS assigned to the COMPANY pursuant to Clause C6.1, and that at the date of delivery of the GOODS to the COMPANY, it will have full and unrestricted rights to transfer all such items to the COMPANY.

C6.3 The CONTRACTOR shall obtain waivers of all moral rights in respect of the GOODS and SERVICES, including for the avoidance of doubt the DELIVERABLES, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

C6.4 The CONTRACTOR shall, promptly at the COMPANY'S request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the COMPANY may from time to time require for the purpose of securing for the COMPANY the full benefit of the PURCHASE ORDER, including all right, title and interest in and to the INTELLECTUAL PROPERTY RIGHTS assigned to the COMPANY in accordance with Clause C6.1.

C6.5 All COMPANY MATERIALS are the exclusive property of the COMPANY and shall not be used, exploited, reproduced or adapted by the CONTRACTOR or divulged by the CONTRACTOR to any person except to personnel of the CONTRACTOR or the CONTRACTOR'S authorised subcontractors and suppliers for the sole purpose of carrying out the CONTRACTOR'S obligations pursuant to or under the PURCHASE ORDER. In no event shall the provision of COMPANY MATERIALS to the CONTRACTOR create or confer or be deemed to create or confer any licence or other intellectual property rights in such COMPANY MATERIALS in favour of the CONTRACTOR.

## **C7. Termination for Convenience**

C7.1 The COMPANY may at any time give written notice to the CONTRACTOR to terminate the PURCHASE ORDER forthwith and in such event the COMPANY shall pay, and the CONTRACTOR shall accept in settlement of all claims under the PURCHASE ORDER, such sums as shall reasonably compensate it for all work done and obligations assumed by it in performance of the PURCHASE ORDER prior to its termination and for all work reasonably done by the CONTRACTOR in giving effect to such termination.

C7.2 At the time of such termination by the COMPANY, the CONTRACTOR shall

immediately discontinue all further work to be completed pursuant to the PURCHASE ORDER. Pending the COMPANY's instructions, the CONTRACTOR shall preserve and protect the GOODS, partly manufactured GOODS and/or free issued materials and materials for incorporation into the finished GOODS, work in progress, both at its own and at its subcontractors' and its suppliers' premises. If the GOODS, partly manufactured GOODS and/or materials for incorporation into the finished GOODS have been paid for in whole or in part, the COMPANY has the immediate right to enter the CONTRACTOR's, its subcontractors' and suppliers' premises to take possession and remove the GOODS, partly manufactured GOODS and/or materials for incorporation into the finished GOODS from the CONTRACTOR's, its subcontractors' and its suppliers' premises.

C7.3 The value of any material, payment for which has been made by the COMPANY but which is left with, and can be put to use by, the CONTRACTOR, shall be taken into account when calculating the payment to be made under Clause C7.1, but such sum shall in no event exceed the price set out in the PURCHASE ORDER unless otherwise previously agreed.

C7.4 The CONTRACTOR shall ensure that any contract it enters into with any of its subcontractors and suppliers of any tier contains an express provision ensuring that the COMPANY can exercise its rights and remedies under Clause C7.2.

#### **C8. Status of COMPANY**

The COMPANY enters into the PURCHASE ORDER for itself and as agent for and on behalf of the other CO-VENTURERS. Without prejudice to the provisions of Clause D13 and notwithstanding the above:

- (a) the CONTRACTOR agrees to look only to the COMPANY for the due performance of the PURCHASE ORDER and nothing contained in the PURCHASE ORDER will impose any liability upon, or entitle the CONTRACTOR to commence any proceedings against any CO-VENTURER other than the COMPANY; and
- (b) the COMPANY is entitled to enforce the PURCHASE ORDER on behalf of all CO-VENTURERS as well as for itself. For that purpose, the COMPANY may commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any claim which any COVENTURER may have against the CONTRACTOR.

### **SECTION D – MUTUAL OBLIGATIONS**

#### **D1. Indemnity Arrangements**

D1.1 Subject to Clause D2, the CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and
- (b) personal injury including death or disease to any person employed by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and
- (c) subject to any other express provisions of the PURCHASE ORDER, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause D1.1 (c) "third party" shall mean any party, which is not a member of the COMPANY GROUP or the CONTRACTOR GROUP.

D1.2 Subject to Clause D2, the COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) loss of or damage to property of the COMPANY GROUP whether
  - (i) owned by the COMPANY GROUP, or
  - (ii) leased or otherwise obtained under arrangements with financial institutions by the COMPANY GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER, but excluding the GOODS prior to delivery; and
- (b) personal injury including death or disease to any person employed by the COMPANY GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and
- (c) subject to any other express provisions of the PURCHASE ORDER, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY GROUP. For the purposes of this Clause D1.2 (c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or the COMPANYGROUP.

D1.3 Except as provided by Clause D1.2 (a) and (b), the CONTRACTOR shall be responsible for and shall release, defend, indemnify and hold harmless the COMPANY GROUP and the CUSTOMER from and against all claims of whatsoever nature arising from pollution occurring on the premises of the CONTRACTOR GROUP, or originating from the property or equipment of the CONTRACTOR GROUP, arising from, relating to or in connection with the performance of non-performance of the PURCHASE ORDER.

D1.4 All exclusions and indemnities given under Clause D1 (save for those under Clauses D1.1(c) and D1.2(c)) and Clause D3 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) 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.

D1.5 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both parties shall co-operate fully in investigating the incident.

## **D2. Indemnity Arrangements – Rental of Equipment and Operators**

D2.1 Where the GOODS are the rental of equipment (with or without an operator) or the hire of an operator to operate the COMPANY's equipment, the provisions of this Clause D2 shall apply instead of the provisions of Clause D1.

D2.2 Where the PURCHASE ORDER is for the rental of equipment (without an operator):

(a)

he CONTRACTOR will be and remain responsible for the risk of loss of or damage to the GOODS, save to the extent that any such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY GROUP; and

(b)

he CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of loss of or damage to property (including property of a third party) and personal injury including death or disease to any person, to the extent that any such loss or damage or injury is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP.

D2.3 Where the PURCHASE ORDER is for the rental of equipment with an operator:

(a) the CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(i) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP (including the GOODS) arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(ii) personal injury including death or disease to any person employed by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

- (iii) personal injury including death or disease of any person employed by the COMPANY GROUP or any third party, and loss of or damage to the property of any third party, to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause D2.3(a)(iii) "third party" shall mean any party, which is not a member of the COMPANY GROUP or the CONTRACTOR GROUP;
- (b) the COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
  - (i) loss of or damage to property owned by the COMPANY GROUP (but not including the GOODS or any other equipment leased or otherwise obtained under arrangements with financial institutions by the COMPANY GROUP) arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and
  - (ii) personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY GROUP. For the purposes of this Clause D2.3 (b)(ii) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or the COMPANYGROUP.

D2.4 All exclusions and indemnities given under Clause D2.3 (save for those under Clauses D2.3(a)(iii) and D2.3(b)(ii)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) 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.

D2.5 Where the PURCHASE ORDER is for the hire of an operator to operate the COMPANY's equipment:

- (a) the CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of loss of or damage to property (including property of a third party) and personal injury including death or disease to any person (including the CONTRACTOR's operator), to the extent that any such loss or damage or injury is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP;
- (b) the COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of loss of or damage to property and personal injury including death or disease to any



person (including the CONTRACTOR's operator), to the extent that any such loss or damage or injury is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY GROUP.

D2.6 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both parties shall co-operate fully in investigating the incident.

### **D3. Consequential Loss**

D3.1 For the purposes of this Clause D3 the expression "Consequential Loss" shall mean:

- (i) consequential or indirect loss under English law; and
- (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the date of the PURCHASE ORDER.

D3.2 Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the PURCHASE ORDER, the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the COMPANY GROUP's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from the CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

### **D4. Insurance**

The COMPANY and the CONTRACTOR shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the PURCHASE ORDER and at law.

### **D5. Confidentiality and Restrictions**

D5.1 The COMPANY and the CONTRACTOR shall keep the PURCHASE ORDER and any information, which either party learn about the other (including without limitation any confidential information relating to finances, customers, suppliers, business affairs and any INTELLECTUAL PROPERTY RIGHTS belonging to the other party) in strict confidence and will not disclose the same to any third party or use the same for any purpose other than to perform this PURCHASE ORDER without the prior written consent of the other party.

D5.2 In this Clause D5.2, the following definition shall apply:  
"TERRITORY": means the territory in respect of which the CONTRACTOR supplies GOODS and/or SERVICES under this PURCHASE ORDER.

The CONTRACTOR undertakes and covenants with the COMPANY that it shall not (and

shall procure that the CONTRACTOR GROUP shall not) during the term of this PURCHASE ORDER and for a period of 12 months thereafter:

(a) provide any services that are the same as or substantially similar to the SERVICES to be delivered under this PURCHASE ORDER to the CUSTOMER or any of its AFFILIATES directly in the TERRITORY; or

(b) solicit or endeavour to entice away from the COMPANY or the COMPANY GROUP the business or custom of the CUSTOMER or any of its AFFILIATES with a view to providing goods or services to such entity in place of or in competition with the COMPANY in the TERRITORY.

D5.3 The CONTRACTOR shall indemnify the COMPANY against all liabilities, costs, expenses, damages, losses, fines and penalties suffered or incurred by the COMPANY or the COMPANY GROUP arising as a result of any breach of Clause D5.2 by the CONTRACTOR or the CONTRACTOR GROUP. For the purposes of this Clause D5.3 only, the indemnity and release for CONSEQUENTIAL LOSS provided by the COMPANY in Clause D3 shall not apply to any liability of the CONTRACTOR arising under this Clause D5.3.

## **D6. Changes**

D6.1 The CONTRACTOR shall not make any change, substitution, or revision to the GOODS or SERVICES or the CONTRACTOR's obligations pursuant to or under the PURCHASE ORDER without the COMPANY's prior written approval. The COMPANY has the right to make changes in the character or quantity of the GOODS or SERVICES, or in the manner or time of performance of the CONTRACTOR's obligations under the PURCHASE ORDER, by giving written notice of such change to the CONTRACTOR.

D6.2 If the CONTRACTOR is unable to comply with such changes, the CONTRACTOR will notify the COMPANY in writing, within two (2) WORKING DAYS of receipt of the COMPANY's notice of change; otherwise such change will be deemed accepted. Should the CONTRACTOR perform or claim to perform any changes in the GOODS or SERVICES prior to written authorisation from the COMPANY, all such costs and expenses incurred by the CONTRACTOR shall be for the CONTRACTOR's account.

D6.3 Should the changes result in an increase or decrease in the PURCHASE PRICE, the CONTRACTOR shall promptly, but no later than two (2) WORKING DAYS of receipt of the COMPANY's notice of change, prepare and submit to the COMPANY an estimate of the increase or decrease.

D6.4 The CONTRACTOR shall use commercially reasonable efforts, including the expenditure of money, to mitigate all delays and cost increases due to changes. The CONTRACTOR shall not be entitled to a change for any delay or cost attributable to the CONTRACTOR's fault or failure to mitigate.

D6.5 Changes agreed by the parties shall constitute a full and final settlement and accord and satisfaction of all effects and cumulative impacts of the change and shall be deemed to compensate the CONTRACTOR fully for such change. Accordingly, the

CONTRACTOR expressly waives and releases any and all right to make a claim or demand or to take any action or proceeding against the COMPANY for any consequences arising out of, relating to or resulting from such change.

D6.6 In the event that the parties are unable to agree the reasonable effect on the PURCHASE PRICE and delivery date for the GOODS or SERVICES, the COMPANY shall nevertheless have the right to require the CONTRACTOR to proceed with the change forthwith and in the event of there being no subsequent agreement the said effect shall be determined in accordance with the provisions of Clause D9 (Dispute Resolution) hereto.

#### **D7. Force Majeure**

Neither the COMPANY nor the CONTRACTOR shall be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause D7 and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. For the purposes of this PURCHASE ORDER only the following occurrences shall be force majeure:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, 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 sub-contractors or its suppliers and which affect a substantial or essential portion of the GOODS or SERVICES;
- (f) Maritime or aviation disasters;
- (g) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

#### **D8. Transfer of PURCHASE ORDER**

Neither the COMPANY nor the CONTRACTOR shall at any time sub-contract or assign any part of their respective rights or obligations under this PURCHASE ORDER to any other person, without first obtaining the other party's prior consent which shall not unreasonably be withheld or delayed.

## **D9. Dispute Resolution**

D9.1 If either party is dissatisfied with the performance of the other in relation to the GOODS or SERVICES or this PURCHASE ORDER, the parties shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way.

D9.2 Notwithstanding the existence, filing, or pendency of any claim or dispute under this PURCHASE ORDER or with the COMPANY or the CUSTOMER, the CONTRACTOR shall continue to fully perform its obligations hereunder and will not cease or delay performance, fabrication or fail to make any shipment pending resolution of any claim or dispute.

D9.3 If no agreement is reached the parties may attempt to settle the dispute by a form of Alternative Dispute Resolution to be agreed between the parties. In the absence of any agreement being reached on a particular dispute either party may take appropriate action in the English Courts to resolve the dispute at any time.

## **D10. Cancellation**

D10.1 The CONTRACTOR or the COMPANY may terminate the PURCHASE ORDER in the event that:

- (a) the other party is in material breach of a condition of the PURCHASE ORDER; or
- (b) the other party becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed (or a notice of such appointment is given) or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under any applicable law,

D10.2 Without affecting any other right or remedy available to it, the COMPANY may terminate the PURCHASE ORDER with immediate effect by giving written notice to the CONTRACTOR:

- (a) if there is a change of Control of the CONTRACTOR; or
- (b) if the CONTRACTOR's financial position deteriorates to such an extent that in the COMPANY's opinion the CONTRACTOR's capability to adequately fulfil its obligations under the PURCHASE ORDER has been placed in jeopardy.

D10.3 The COMPANY shall have the right, subject to prior written notice, to terminate the PURCHASE ORDER in case the CONTRACTOR is unable or unwilling to perform SERVICES or deliver GOODS as may be requested by the COMPANY under Clause D6 (Changes).

D10.4 In the event of termination under this Clause D10, the only remaining commitment will be for the COMPANY to pay for GOODS already delivered and

accepted by the COMPANY and SERVICES already performed by the CONTRACTOR but not yet paid for.

#### **D11. Governing Law and Language**

D11.1 The PURCHASE ORDER shall be construed and take effect in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise, and subject to the provisions of Clause D9, shall be subject to the exclusive jurisdiction of the English Courts. The COMPANY and the CONTRACTOR agree that the United Nations Convention on Contracts for the International Sale of Goods do not apply to the PURCHASE ORDER. The ruling language of the PURCHASE ORDER shall be the English Language. All documentation provided by the CONTRACTOR or its subcontractors and suppliers in connection with the PURCHASE ORDER shall be in the English language.

D11.2 The rights and remedies of the COMPANY set out in the PURCHASE ORDER are in addition to any other rights or remedies of the COMPANY under contract or otherwise at law.

#### **D12. Special Terms**

The CONTRACTOR and the COMPANY agree that any special conditions set out in the PURCHASE ORDER will take precedence over the general terms and conditions set out herein.

#### **D13. Contracts (Rights of Third Parties) Act**

D13.1 Subject to Clause D13.3, the parties intend that no provision of the PURCHASE ORDER shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (“the Act”) confer any benefit on, nor be enforceable by any person who is not a party to the PURCHASE ORDER.

D13.2 For the purposes of this Clause D13, “Third Party” shall mean any member of the COMPANY GROUP (other than the COMPANY) or CONTRACTOR GROUP (other than the CONTRACTOR).

D13.3 Subject to the remaining provisions of the PURCHASE ORDER, Clause B11, Clause D1, D2, D3 and D4 are intended to be enforceable by a Third Party by virtue of the Act.

D13.4 Notwithstanding Clause D13.3, the PURCHASE ORDER may be rescinded, amended or varied by the parties to the PURCHASE ORDER without notice to or the consent of any Third Party even if, as a result, that Third Party’s right to enforce a term of this PURCHASE ORDER may be varied or extinguished.

D13.5 The rights of any Third Party under Clause D13.3 shall be subject to the following:

- (a) any claim, or reliance on any term of the PURCHASE ORDER by a Third Party shall be notified in writing in accordance with the requirements of Clause D1.4 or D2.6 by such Third Party as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum:
  - (i) details of the occurrence giving rise to the claim; and
  - (ii) the right relied upon by the Third Party under the PURCHASE ORDER,
- (b) the provisions of Clause D9 shall apply in respect of any claim by a Third Party in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Clause D9,
- (c) the Third Party's written agreement to submit irrevocably to the jurisdiction of the English Courts in respect of all matters relating to such rights.

D13.6 In enforcing any right to which it is entitled by virtue of the Act and the provisions of this PURCHASE ORDER, the remedies of a Third Party shall be limited to damages.

D13.7 A Third Party shall not be entitled to assign any benefit or right conferred on it under this PURCHASE ORDER by virtue of the Act.

#### **D14. Audit**

D14.1 For a minimum period of six (6) years after final payment has been made to the CONTRACTOR under the PURCHASE ORDER, the CONTRACTOR shall maintain complete and accurate records and accounts pertaining to the PURCHASE ORDER.

D14.2 At any time after the effective date of the PURCHASE ORDER until expiry of a minimum period of six (6) years after final payment has been made to the CONTRACTOR, the COMPANY and/or the CUSTOMER and any subsequent purchaser or their respective authorised representatives shall have the right at all reasonable times to examine and audit, copy and inspect all CONTRACTOR's records and accounts pertaining to the performance of its obligations pursuant to or under the PURCHASE ORDER. The COMPANY's and/or the CUSTOMER's and any subsequent purchaser's right to audit shall extend to the CONTRACTOR's subcontractors and suppliers of any tier and the CONTRACTOR shall ensure any contract it enters into with its subcontractors and suppliers contains an express provision permitting the COMPANY and/or the CUSTOMER and any subsequent purchaser to exercise their rights under this Clause D14.2.

D14.3 If any audit reveals errors in amounts invoiced and/or paid, the COMPANY will notify the CONTRACTOR and shall either be entitled to recover from the CONTRACTOR any amount paid in excess of that due under the PURCHASE ORDER or pay the CONTRACTOR the amount of any under-payment that may be revealed.

## **D15. Anti Bribery, Corruption And The Facilitation Of Tax Fraud**

D15.1 The CONTRACTOR confirms that it has read and is familiar with the COMPANY's Code of Ethics and agrees that it shall:

- (a) adhere to the Code of Ethics (<https://emialliance.com/csr/>) in all its dealings with, for, or on behalf of the COMPANY,
- (b) ensure that any person providing SERVICES to the COMPANY on behalf of the CONTRACTOR complies with the terms of the Code of Ethics,
- (c) comply with the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, the Foreign Extortion Prevention Act (FEPA), as may be amended from time to time and all laws, regulations and codes relating to bribery, corruption and fraud in effect at the time of supply of GOODS and/ or provision of SERVICES in each country in which SERVICES are provided under the PURCHASE ORDER (Anti-Bribery Laws),
- (d) not offer any bribe, facilitation payment, gift, promise, other advantage, or anything of value to any government official, commercial entity or person in order to secure a business advantage in connection with the PURCHASE ORDER,
- (e) comply with the UK Criminal Finances Act 2017 and all laws and regulations prohibiting the facilitation of tax fraud in effect each country in which SERVICES are provided under the PURCHASE ORDER (Anti-Tax Fraud Facilitation Laws)
- (f) not facilitate tax fraud in relation to any counterparty to a transaction in connection with the PURCHASE ORDER,
- (g) provide, at the COMPANY's request, such information as is required to satisfy the COMPANY's due diligence requirements,
- (h) maintain adequate internal controls and procedures to ensure compliance with Anti-Bribery Laws and Anti-Tax Fraud Facilitation Laws,
- (i) make its books of accounts and records in connection with the PURCHASE ORDER available and provide all reasonable assistance to enable the COMPANY to audit its compliance with this Clause D15.

D15.2 The CONTRACTOR undertakes to promptly (and in any event within 10 WORKING DAYS) notify the COMPANY of any alleged potential, suspected or actual breach(es) of the law or the COMPANY's Code of Ethics, via the COMPANY website or directly to the COMPANY Representative named on the issued PURCHASE ORDER.

D15.3 Any breach or violation of this Clause D15 will constitute a material breach of the PURCHASE ORDER, whether occurring before, on or after the effective date of the PURCHASE ORDER.

## **D16. Entire Agreement and Controlling Terms**

D16.1 The PURCHASE ORDER constitutes the entire agreement between the COMPANY and the CONTRACTOR with respect to GOODS and/ or SERVICES to be procured by the COMPANY, superseding all prior proposals, negotiations and counterproposals. The terms and conditions of the PURCHASE ORDER shall override any terms and conditions of sale of the CONTRACTOR including, but not limited to,

those included by the CONTRACTOR in its acknowledgement or acceptance of the PURCHASE ORDER, any invoice or similar documentation or posted by the CONTRACTOR on its internet website, where applicable.

D16.2 If the CONTRACTOR believes that there is any error, omission, deficiency, ambiguity, contradiction or conflict within the various parts of the PURCHASE ORDER or between any such part and any applicable law, regulation or code, then the CONTRACTOR shall immediately bring the same to the COMPANY's attention in writing and shall not proceed or continue with performance of the CONTRACTOR's obligations thereby affected until written clarification from the COMPANY has been obtained. Any additional costs incurred by either party as a result of or arising from the CONTRACTOR's failure to notify the COMPANY or the CONTRACTOR's decision to proceed prior to the receipt of clarification from the COMPANY as aforesaid shall be to the CONTRACTOR's account.

D16.3 The PURCHASE ORDER becomes effective and its terms and conditions apply when the COMPANY has received the CONTRACTOR's completed form of acknowledgement as issued by the COMPANY to the CONTRACTOR with the PURCHASE ORDER. If the CONTRACTOR does not so acknowledge the PURCHASE ORDER, the CONTRACTOR's commencement of performance of its obligations pursuant to the PURCHASE ORDER or the CONTRACTOR's tendering of the GOODS to the COMPANY shall be deemed to constitute an acceptance by the CONTRACTOR of the PURCHASE ORDER and an agreement to comply with the terms and conditions of the PURCHASE ORDER. The COMPANY will have no obligation to make any payment to the CONTRACTOR before and unless this PURCHASE ORDER has come into full force and effect in accordance with this Clause D16.3.

D16.4 At the time of entering into this PURCHASE ORDER, the CONTRACTOR agrees that it has already received and reviewed all data, drawings, specifications, test results, quality documentation, schedules and other documents and information relating to the GOODS and necessary for its full performance under the PURCHASE ORDER, and such has been included within the PURCHASE PRICE. It is the CONTRACTOR's responsibility to request any additional documentation or information from the COMPANY which the CONTRACTOR determines it may need for complete and proper performance of this PURCHASE ORDER, and the CONTRACTOR's failure to do so prior to commencement of performance constitutes a waiver of any claim or change order. The CONTRACTOR will be responsible for its own interpretation of the information and documentation provided and that provision of any information or documentation by the COMPANY will not relieve the CONTRACTOR from its obligation to review and verify the completeness, sufficiency, accuracy and timeliness of such documents and information.

END



# Appendix 1

## Equipment & Logistics Documentation Requirements



Logistics Documents  
Requirements