



James Fisher Offshore Malaysia

Reference: MAL/017559

For the Attention of:	Iain McIntyre
Company:	Sealand Project Limited
Project Reference:	Sealand Project LTD BAYAN MOPU Project



James Fisher Offshore (JFO) is an international supplier of marine back deck, specialist subsea equipment and engineering services supporting the global subsea contractors across multiple industry segments, including:

- **Decommissioning**
- **Construction**
- **Inspection, Repair and Maintenance**
- **Drilling**

Through development and investment, JFO have become a global market leader, offering a fully integrated back deck and subsea packaged solution to the world's leading subsea contractors. Having successfully engineered and delivered numerous complex subsea and topside projects in collaboration with our clients, JFO are uniquely positioned to provide engineering, knowledge, experience, full equipment provision and integrated project support.

QHSE

JFO works with its clients to fully understand project applications so as to deliver increased operational safety and efficiency. JFO has an integrated management system and is accredited to ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007.

Global Reach

JFO is strategically positioned to deliver localised support to its customers operating in the world's key oil and gas regions.





For the attention of: Iain McIntyre

Company: Sealand Project Limited

Project Reference: Sealand Project LTD BAYAN MOPU Project

Email: Iain.McIntyre@sealand-projects.com

Our Reference: MAL/017559

Date: 10/11/2021

Telephone: +44 0 7807 017235

Estimated Duration: 30 days

Thank you for your recent enquiry, the following proposal is submitted for your consideration and approval.

1 SCHEDULE OF RATES:

Equipment Costs

Description	Qty	Days/ UOM	Daily/Unit Rate	Subtotal
RMC15 Hydraulic Winch RMC30 Hydraulic Winch set at 12te top layer c/w: 1. dedicated rigging set and valid certifications 2. remote control stand 3. 15mtr hydraulic bundle hoses from winch to remote control stand	1	1	US\$117.00	US\$117.00
125kW Diesel Zoned HPU HPU c/w: 1. dedicated rigging set and valid certifications 2. 15mtr hdydraulic hose bundle from remote control stand to hydraulic power unit.	1	1	US\$257.00	US\$257.00

Projected Equipment Costs Total (exl SST) US\$374.00

Additional Project Costs

Description	Qty	Days/ UOM	Daily/Unit Rate	Subtotal
Wire Rope 28MM X 100MTR DIA GALVANISED 6XWS(36) STEEL WIRE ROPE, ONE END FITTED WITH CLOSED SPELTER SOCKET AND OTHER END PLAIN *MBL : 62.14TE **C/W CERTIFICATE OF CONFORMANCE ***EX STOCK SUBJECT TO PRIOR SALES	1	1	US\$1,300.00	US\$1,300.00
Carriage (Hire) Mobilization Equipment Delivery to Kemaman, Terengganu based on DAP terms Note: JFOM are within bonded designated area Should client requesting JFO to arrange, it will be cost + 10%.	1	1	US\$0.00	US\$0.00
Carriage (Hire) Demobilization Equipment Collection from Kemaman, Terengganu based on DAP terms Note: JFOM are within bonded designated area Should client requesting JFO to arrange, it will be cost + 10%.	1	1	US\$0.00	US\$0.00
Mobilisation Fee	1	1	US\$0.00	US\$0.00

Thank you for your recent enquiry, the following proposal is submitted for your consideration and approval.

1 SCHEDULE OF RATES:

Personnel Mobilisation (or Demobilisation) to dedicated point in Kemaman, Terengganu inclusive but not limited to (per pax)				
-Transportation				
-Accommodation (max 1 night stay) and subsistence during Transit				
Should client requesting JFO to arrange, it will be cost + 10%.				

Projected Additional Project Costs Total (exl SST) US\$1,300.00

Technician/Operator Costs

Description	Qty	Days/ UOM	Daily/Unit Rate	Subtotal
Technician An experienced James Fisher Offshore Technician for commissioning, operation and maintenance of the equipment package provision throughout the campaign if required 1. 12 hour shift (O/T pro -rata). 2. Travel and Subsistence invoiced at cost + 10% if arranged by JFOM Client's will bear below cost: 1. Any requirements related to COVID-19 laws and regulations (i.e PCR test, quarantine accommodation, meals) 2. Work Permit or Visa (if applicable)	1	1	US\$750.00	US\$750.00

Projected Technician/Operator Costs Total (exl SST) US\$750.00

Total* (exl SST) US\$2,424.00

* The total shown is representative of the quoted minimal rental period. Should the rental extend beyond the above quoted, equipment will be charged pro-rata, until such time it is returned in full and meets all contractual obligations.



2 GENERAL TERMS:

Validity of Offer:	30 days from quotation date, offered subject to availability at point-of-hire confirmation.
Dispatch:	Allow 4-6 working weeks from receipt of agreed and finalised written instruction to proceed.
Shipping:	Ex works Johor, Malaysia, if arranged by JFOM Sdn Bhd at cost plus 10%.
Handling/Lifting:	Designated lifting points, slings and shackles supplied with equipment where required.
Duration:	Minimum rental period of 30 days to apply commencing day of dispatch and concluding, subject to fulfilment of minimum period, upon return and receipt at issue point.
Taxes:	All rates and prices are quoted exclusive of any applicable SST and/or other local taxes including withholding taxes (WHT) and/or other customs/excise duty applicable to/from country of destination.
Payment Terms:	Subject to credit check, thirty (30) days net unless otherwise agreed.
Testing:	Equipment to be works function tested and inspected pre-dispatch. Witness by Client, if desired, included within the minimum rental charge unless otherwise stated.
Documentation:	Documentation and certification package shall be issued at point of dispatch.
Spares:	Critical spares package (hoses, filters etc) will be supplied on sale or return basis.

This quotation is subject to and incorporates the James Fisher General Terms and Conditions for Sale, Hire or Provision of Services and the James Fisher Terms and Conditions for Hire of Equipment attached hereto ("James Fisher Terms and Conditions").

Notwithstanding the foregoing, if there is a separate valid written agreement between the parties with respect to the subject matter of this quotation, then the terms of that agreement shall apply. In the event of a conflict between the terms of that agreement and the James Fisher Terms and Conditions, the terms of the agreement shall prevail.

Submitted specification/data sheets are for general guidance only and shall not constitute any contractual obligation.

We trust this meets your requirements, however should you require further information please do not hesitate in contacting us.

Kind Regards

For James Fisher Offshore Malaysia Sdn Bhd

Haszni Bin Hashim

Proposal & Delivery Engineer

T: +60 19 722 8744

D: +6019 7115494

E: h.hashim@fisheroffshore.com

W: www.fisheroffshore.com



These Terms and Conditions apply to all Quotations and Contracts for sale of Products, hire of Equipment or provision of Services by James Fisher and Sons plc or any of its subsidiary or related companies.

Attention is drawn in particular to clauses A7 and A8, which exclude or restrict the Company Group's liability or contain indemnities in the Company Group's favour in certain circumstances.

A1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

"Company" means James Fisher and Sons plc or any of its subsidiaries or related companies.

"Company's Address" means Fisher House, PO Box 4, Barrow-in-Furness, Cumbria, LA14 1HR or the usual place of business of any subsidiary or related company within the James Fisher Group.

"Company Group" means the Company, its subcontractors and suppliers of any tier and its and their employees, directors, representatives, agents, servants, invitees and any person employed, hired or engaged by any of them.

"Customer" means any person, firm, company, partnership, competent authority or other business entity who agrees to obtain Services, purchase Products or hire Equipment from the Company under the Contract.

"Customer Group" means the Customer, its subcontractors and suppliers of any tier, and its and their employees, directors, representatives, agents, servants and invitees and any person employed, hired or engaged by any of them.

"Contract" means the agreement between the Company and the Customer for any form of business conducted by or with the Company.

"Delivery Address" means the address for delivery of Products or Equipment which shall be the Company's Address or such other address as may be agreed in Writing.

"Equipment" means the equipment, plant, machinery, tools, parts and accessories, including any instalment, part or combination of same, which the Company is to hire to the Customer, or provide Services in respect of, in accordance with the Contract.

"Estimated Delivery Date" means the date on which the Company estimates that Products or Equipment will be delivered.

"Hire Period" means the period from the time the Equipment is despatched by the Company to the Customer or collected by the Customer or its agents from the Company's Address until the time the Equipment is received back at the Company's

Address or other such address as may be agreed in Writing.

"Including" means without limitation.

"Losses" or "Claims" includes all actions, causes of action, claims, demands, proceedings, damages, awards, payments, debts, losses, costs, expenses (including legal or professional expenses), penalties, fines, compensation or other liabilities, whether direct, indirect, consequential or otherwise including loss of profit, business, turnover or market share, and interest thereon.

"Order" means any written instruction issued by the Customer to the Company for the provision of Products, Equipment or Services.

"Party" means each of the Company and the Customer and **"Parties"** shall be construed accordingly.

"Price" means the total charge made or to be made by the Company for the provision of Services, sale of Products or hire of Equipment as further defined in the Contract.

"Product(s)" means any goods, materials, equipment, machinery, products or articles of whatsoever nature, which the Company is to sell to the Customer, or provide Services in respect of, in accordance with the Contract.

"Quotation" means the Company's quotation for the provision of Services, sale of Products or hire of Equipment.

"Services" means any services or work provided by the Company to the Customer under the Contract including the provision of any consultancy or advisory services, or the service, maintenance, refurbishment or provision of qualified operators for the use or operation of the Products or Equipment or other work or services related to the Products sold or Equipment hired hereunder.

"Terms and Conditions" means the Terms and Conditions set out in this document and any other terms and conditions agreed pursuant to clause A2.

"Writing" means any form of written communication including electronic mail ("Email") where the parties have agreed either expressly or by a course of dealing to communicate by Email and have provided each other with correct Email addresses accordingly, save that any Email shall take effect only when received by the recipient.

A2. Application

A2.1 All business conducted by the Company with the Customer, including all Contracts, Quotations, pre-contractual negotiations and all Orders, shall be subject to these Terms and Conditions to the exclusion of any and all other terms and conditions, including any standard or general terms and conditions of purchase, sale, hire or for services confirmed, referred to in, enclosed or otherwise annexed to any Order, acknowledgement or other communication from the Customer, except where the Company has notified the Customer of an additional term to be incorporated or where the Parties have expressly identified or incorporated mutually agreed special conditions into an Order to modify, supplement or amend these Terms and Conditions ("Special Conditions"). Such Special Conditions shall apply equally with these Terms and Conditions but in the event of a conflict or any ambiguity between these Terms and Conditions and the Special Conditions, the Special Conditions shall prevail.

A2.2 Any and all statements, warranties, representations, advice or recommendations made or given by the Company during negotiations prior to the conclusion of a Contract are not binding unless expressly incorporated into the Contract.

A2.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

A2.4 If any provision of these Terms and Conditions is held by any competent court, tribunal or authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision and all other remaining provisions of these Terms and Conditions shall not be affected thereby.

A3. Description of Contract

A3.1 No Contract shall be formed until the Company confirms in Writing its acceptance of the Order from the Customer. The Company does not offer or give any guarantee of acceptance of any Order. Acceptance of each Order is at the Company's discretion and is subject to availability of the relevant Products, Equipment and/or Services.

A3.2 The Company will sell Products, hire Equipment and/or provide Services to the Customer and the Customer will pay the specified Price, in accordance with the Contract.

A3.3 The Contract shall constitute the entire agreement between the Company and the Customer and shall supersede and extinguish all previous drafts, warranties, agreements, arrangements, statements, representations, references and understandings between the Company and the Customer, whether written or oral, relating to its subject matter.

A4 Performance of Contract

A4.1 Unless otherwise agreed in Writing, the place of performance of the Contract, including any delivery of Products or Equipment, shall be the Company's Address. Unless otherwise agreed in Writing, it is the Customer's obligation and risk to take delivery from or to deliver to the Company's Address, as the case may be, any Product or Equipment which is the subject of the Contract.

A4.2 Where the Company agrees to sell Products, hire Equipment or provide Services to the Customer, the Company will use all reasonable effort to deliver any Product or Equipment or provide Services by the Estimated Delivery Date. However, any dates specified by the Company for delivery of the Products or Equipment or provision of the Services are intended to be an estimate only and if no dates are so specified, delivery will be within a reasonable time.

A4.3 Unless otherwise agreed, the Customer will take delivery of the Products, Equipment or the Services within seven (7) days from receipt of notice in Writing from the Company to do so. If the Customer fails to take delivery of the Products, Equipment or Services within seven (7) days (or any other period agreed pursuant to this clause) from receipt of notice in Writing from the Company then, without prejudice to any other right or remedy available to the Company, the Company may:

- (i) issue its invoice in respect of the Products, Equipment or Services as if they had been delivered;
- (ii) store the Products or Equipment until actual delivery is made and charge the Customer for the costs of storage;
- (iii) sell, the Products or hire the Equipment to a third party in any country at the best price obtainable;
- (iv) suspend other deliveries of Products or Equipment or the provision of Services.

A4.4 The Products or Equipment are at the risk of the Customer from the time of delivery and the Customer shall insure the Products and Equipment against all loss or damage from the time of delivery of the Products or Equipment at the Delivery Address until the date of redelivery to the Company's Address.

A4.5 Notwithstanding clause A4.4, where the Company agrees to sell Products to the Customer, title in the Products shall not pass to the Customer until the Company has received payment of the Price in full (in cash or cleared funds), including any additional sums which become due from the Customer under the Contract. The Customer hereby agrees to and grants the Company a continuing security interest in any and all such Products together with all accessions, attachments, substitutions and amalgamations thereto, and any proceeds or products derived from the sale thereof. Without prejudice to any other rights and remedies available to the Company under the Contract or in law, in the event of any breach of Contract by the Customer, the Company shall have the full right and entitlement without further notice to the Customer to take possession of all or any part of the Products and to sell the same in a commercial manner in accordance with applicable law and to apply the proceeds of such sale against any Losses suffered by the Company. The Customer hereby agrees to do all that is necessary by law to give effect to such security.

A4.6 Where the Company agrees to hire Equipment to the Customer, the Company's Terms and Conditions for Hire of Equipment shall apply in addition to these Terms and Conditions. Where inconsistent, the Terms and Conditions for Hire of Equipment shall prevail.

A5. Price

A5.1 The Price for the provision of Services, purchase of Products or hire of Equipment shall be that agreed between the Parties and confirmed in Writing by the Company.

A5.2 All prices quoted by the Company in its Quotations are valid for thirty (30) days only. The Company reserves the right to amend any typographical, clerical or other error or omission on any documentation containing pricing information issued by or on behalf of the Company, and the Company shall have no liability to the Customer for any such errors or omissions.

A5.3 Unless otherwise specified, the Price for any Services, Products or Equipment provided by the Company to the Customer shall be exclusive of any travel, accommodation, subsistence or other out-of-pocket expenses of the Company's employees, servants or agents (which where applicable the Customer shall pay to the Company at cost) and shall exclude any costs, charges or taxes relating to storage, loading, carriage, unloading, delivery, importation, exportation and insurance of any Products or Equipment or any sales tax, value added tax, licence fees, duties, local taxes or additional costs of such nature, which shall remain the liability of the Customer.

A5.4 Where applicable the Company is obliged to charge in addition to the Price any value added tax in the United Kingdom.

A6. Invoicing and Payment

A6.1 The Company will issue to the Customer from time to time an invoice or invoices for the Price of any Services, Products or Equipment, together with any additional costs and/or charges payable by the Customer under clause A5.

A6.2 Unless otherwise agreed in Writing, payment of any invoice submitted by the Company to the Customer is due within thirty (30) days of the date of the invoice and payment within this time shall be of the essence of the Contract. A6.3 Receipts for payment of any invoice will only be issued upon request in Writing by the Customer.

A6.4 If the Customer fails to make any payment of any invoice within due time then, without prejudice to any other right or remedy available to the Company, and without liability to the Customer, the Company shall be entitled to:

- (i) cancel the Contract, and require immediate return at the Customer's expense of any Products or Equipment;
- (ii) suspend further performance by the Company under the Contract;
- (iii) charge the Customer interest on any unpaid amount from the date payment is due to the date payment in full is made. Interest shall be calculated on a daily basis at the per annum rate of either 2% above the base bank rate from time to time of HSBC Bank PLC or 8%, whichever is the higher. The Customer shall pay interest together with the overdue amount;

(iv) be reimbursed by the Customer for all Losses incurred by the Company in the collection of any overdue amount.

A.6.5 Nothing in this clause shall prevent the Company from alternatively electing to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.



A7 Warranties Representations and Risk

- A7.1 The Company warrants that the Products sold hereunder shall be free from defects in materials and/or workmanship for a period of twelve (12) months from the date of delivery of the Products to the Customer. The Equipment shall be warranted in accordance with the Company's Terms and Conditions for Hire of Equipment.
- A7.2 The Company shall perform all Services with reasonable skill and care in accordance with these Terms and Conditions and all applicable laws.
- A7.3 Subject to clauses A7.1, and A7.2 unless otherwise expressly agreed by the Company and set out in Writing in the Contract, no warranties or representations are given or made by or on behalf of the Company as to the performance, availability, durability, use, storage, effectiveness, quality, suitability or fitness for any purpose of any Product or Equipment sold or supplied hereunder, or for any Service provided hereunder, and any conditions or warranties implied or imposed by operation of law are hereby excluded.
- A7.4 Each Party agrees that it shall have no remedies in respect of any misrepresentation or warranty (whether made innocently or negligently) that is not expressly set out in the Contract. No Party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement in the Contract.
- A7.5 Not used.
- A7.6 It is the Customer's responsibility and risk that any Order, specification, drawing or information provided to the Company by the Customer or any person for or on behalf of the Customer in connection with the Contract is true, complete and accurate in all respects.
- A7.7 Where the Company is not the manufacturer of the Products or Equipment, the Company will endeavour, where applicable and upon the Customer's written request, to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- A7.8 The Company shall not be liable for a breach of any warranty or warranties, whether provided by the Contract, statute, the general law or otherwise, in respect of any Products sold or Equipment hired or any Service provided, unless the Customer gives written notice of the breach complained of within a reasonable time not to exceed thirty (30) days from the time the Customer discovers or ought to have discovered such breach and the Company is given a reasonable opportunity of remedying the breach.
- A7.9 The Company shall not be liable for any defect in the Product, Equipment or Services arising from fair wear and tear, defects in design, defects in materials furnished or specified by the Customer or defects in manufacture where the method of manufacture was specified by the Customer, damage or negligence by any member of the Customer Group or by other persons not within the Company's reasonable control, abnormal working conditions, damage occurring to the Equipment during the Hire Period, damage arising out of or in connection with a failure to follow the Company's instructions (if any, whether oral or in Writing), or misuse, alteration or repair of the Product or Equipment or change in terms of Service without the prior approval in Writing of the Company.
- A7.10 Subject to the Customer complying with clause A7.8, if any Product or Equipment does not conform with any warranty or warranties provided by the Contract, statute, the general law or otherwise, the Company shall at its option repair or replace such Products or Equipment (or any defective part or parts) or refund the Price of the Products or the Equipment hire at the Contract rate provided that (if the Company so requests) the Customer at its cost returns the defective Products, Equipment or part(s) to the Company.
- A7.11 Notwithstanding clause A8.1, the Company's liability arising out of or in connection with the Services shall be limited to re-performing at its expense any Services that are deficient because of the Company's failure to perform the Services in accordance with the standard of performance specified in clause A7.2 and provided the Customer gives written notice of the breach complained of to the Company within a reasonable time not to exceed thirty (30) days from the time the Customer discovers or ought to have discovered such breach, but in any event within twelve (12) months from the date of performance of the Service concerned.
- A7.12 Provided that the Company complies with clauses A7.10 or A7.11 (as the case may be), it shall have no further liability for breach of any warranty or warranties, whether in contract or in tort, whatsoever and howsoever arising in respect of the Product sold or Equipment hired or any Services provided.

A8. Limitation of Liability and Indemnity

- A8.1 The Company's total liability arising under or in connection with the Contract including liability for all Claims of any kind and description, howsoever and whatsoever arising, whether arising from tort (including negligence), breach of contract, breach of (statutory) duty or otherwise shall not in the aggregate exceed the amount specified in the Contract or if no amount is specified shall not in the aggregate exceed the Price.
- A8.2 The Company shall not in any event be liable to the Customer whether as a result of breach of contract, warranty, guarantee, indemnity, tort (including negligence), strict liability or otherwise for any:
- (i) third party claims for financial loss or expense;
 - (ii) loss of profit or anticipated profit;
 - (iii) account of profit;
 - (iv) loss of bargain;
 - (v) loss of revenue;
 - (vi) reduction in turnover;
 - (vii) loss of use of the Product or Equipment;
 - (viii) business interruption or downtime costs;
 - (ix) loss of contract or business opportunity;
 - (x) claims of customers or other contractors of Customer; or
- (xi) whether or not included in (i) to (ix) above, any indirect, special, incidental or consequential loss or damage.
- A8.3 Unless otherwise agreed in Writing and subject to Clause A8.4, the Customer shall fully indemnify and hold the Company Group harmless against any Losses or injury howsoever caused (including by negligence) to any member of the Customer Group arising out of or related to the Contract.
- A8.4 Nothing in these Terms and Conditions excludes or limits the Company's liability for:
- (i) death or personal injury caused by the Company's negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) anything which may not be lawfully limited or excluded.
- A8.5 Where the Company agrees to sell Products or hire Equipment to the Customer, (i) the Company will not be liable for any Losses caused directly or indirectly by any delay in the delivery of the Products or Equipment (even if caused by the negligence of any member of the Company Group); and (ii) delay will not entitle the Customer to terminate or rescind the Contract except and to the extent such delay is attributable solely to the breach by the Company and exceeds ninety (90) days and provided that prior to any such termination or rescission the Customer has given the Company not less than 30 days' notice in Writing requiring the Company to complete its delivery obligations.
- A8.6 Where the Company agrees to provide a Service to the Customer, the Company will not be liable for any Losses caused directly or indirectly by any delay in the provision of the Service (even if caused by the negligence of any member of the Company Group). Unless otherwise expressly agreed, the Customer shall not be entitled to cancel the Contract solely because of such delay.

A9. Termination

- A9.1 The Company shall be entitled to terminate the Contract forthwith by notice in Writing to the Customer if:
- (i) the Customer commits an irremediable breach of the Contract (including breach of clauses A10, A18 and A19), persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within seven (7) days of receipt of notice in Writing of the breach requiring remedy of the same; or
 - (ii) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
 - (iii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - (iv) the Customer ceases or threatens to cease to carry on business; or
 - (v) where the Customer is resident in a jurisdiction other than England and Wales, an event similar to any of those specified in clauses A9.1 (ii) and A9.1 (iii) occurs to or in relation to the Customer.
- A9.2 In the event of termination by the Company pursuant to clause A9.1 above then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries of Product or Equipment or the provision of Services due under it without any liability to the Customer and, if the Services have already been provided, Products delivered or Equipment hired but not paid for, the price of the Services, Products or Equipment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the Company shall be entitled to charge interest in accordance with clause A6.4(iii) or A6.5.
- A9.3 The Customer shall be entitled to terminate the Contract by giving thirty (30) days written notice of termination to the Company. In the event of termination by the Customer pursuant to this clause, the Company shall invoice the Customer and the Customer shall immediately pay to the Company the full Price together with any additional costs and/or charges payable by the Customer including under clause A4, A5.3 and A6.

A10. Laws and Regulations

- A10.1 The Customer shall comply with all applicable laws, statutes, regulations and codes in force from time to time in relation to the Contract, including those relating to data and privacy and the ownership and use of the Products or Equipment including health and safety requirements.
- A10.2 The Customer shall ensure that all appropriate safety information (whether or not supplied by the Company) is distributed and drawn to the attention of all members of the Customer Group and all others who require it for the safe handling or use of the Products or Equipment.
- A10.3 The Customer shall indemnify and hold the Company Group harmless for any and all Losses suffered by the Company attributable to a breach of this Clause A10.

A11. Resources

- A11.1 The Customer hereby agrees that, during the term of the Contract and for a period of twelve (12) months after expiry or termination howsoever caused, it will not solicit the Company's staff who are known by the Customer to have been employed or engaged in the performance of the Contract. For the purposes of this clause, 'solicit' means a direct or indirect attempt to induce such person to take an engagement with such party as an employee, director, subcontractor or independent contractor provided that this clause shall not apply to any engagement as a result of a general advertisement or recruitment campaign.

A12. Confidentiality

- A12.1 All techniques, processes, inventions, trade secrets, equipment, drawings, designs, specifications, documents, proposals and information concerning the Services, Products or Equipment or relating to the Company's business of which the Customer shall obtain knowledge or information (except to the extent that they are within or fall into the public domain other than by breach of the Contract) shall remain both during and after the completion of the business conducted under the Contract the absolute and exclusive property of the Company and the Customer shall keep confidential and retain the same with the utmost secrecy and shall procure that all members of the Customer Group shall abide by the terms of this provision as though it were binding upon each of them and the Customer shall not, and shall procure that all members of the Customer Group shall not, use the same other than for the purpose of the Products, Equipment and/or Services received, nor shall it cause or permit anything which may damage or endanger the intellectual property of the Company or allow or assist others to do so.

A13. Waiver

- A13.1 No payment accepted by the Company and no neglect, delay or indulgence on the part of the Company in enforcing the Contract or any of the Terms and Conditions thereof shall operate as a waiver of the Company's rights thereunder, unless in each case the Company expressly so agrees in Writing.

A14. Force Majeure

- A14.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control including:
- (i) act of God, storm, flood, tempest or other weather conditions, explosion, fire or accident;
 - (ii) war or threat of war, civil war, hostilities, sabotage, insurrection, riot or civil disturbance, or requisition;
 - (iii) Governmental or local authority acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind;
 - (iv) import or export regulations or embargoes;
 - (v) strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Company Group or of a third party;
 - (vi) difficulties in obtaining raw materials, labour, fuel, parts, equipment, machinery or other essential supplies; or
 - (vii) failure or breakdown in equipment or machinery from power failure or other external causes.

A15. Cross Claims and Set Off

- A15.1 The Customer hereby waives any right to set-off under the Contract or otherwise and agrees to pay all sums due to Company regardless of any equity, set-off or cross claim on the part of the Customer against the Company.



A16. Notices

A16.1 Any notice required to be given by either Party under the Contract shall be delivered or sent by pre-paid first class recorded delivery addressed to the registered office of the party to be served or to such other place as may be designated by a Party for the purpose of service and shall be deemed to have been served in the case of a notice delivered by hand, when delivered, or in the case of a letter forty-eight (48) hours after the time of posting.

A17. Non-Assignment

A17.1 The Customer shall not assign, transfer or sub-contract all or any part of the Contract or any benefit, interest, right or obligation under the Contract, without the prior agreement of the Company in Writing.

A18. Anti-Bribery

A18.1 The Customer shall:

- (i) comply, and shall procure that each member of the Customer Group shall comply, with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;
- (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (iii) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure its compliance with clause A18.1(i) and (ii) and will enforce them where appropriate;
- (iv) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by any member of the Customer Group in connection with the performance of the Contract; and
- (v) immediately notify the Company in Writing if a foreign public official becomes an officer or employee of any member of the Customer Group or acquires a direct or indirect interest in the Customer or in any member of the Customer Group (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

A18.2 The Customer shall ensure that all members of the Customer Group performing work or services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this clause A18.

A19. Forced Labour

A19.1 The Customer shall:

- (i) comply, and shall procure that each member of the Customer Group shall comply, with all applicable laws, statutes regulations and codes relating to slavery, servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015;
- (ii) undertake not to purchase any resource, materials or products from producers, suppliers or manufacturers using forced or compulsory labour in its operations or practices;
- (iii) have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure its compliance with clause A19.1(i) and (ii) and will enforce them where appropriate;
- (iv) immediately notify the Company in Writing if it becomes aware of any breach or alleged breach of this clause within its supply chain (and the Customer warrants that has not been convicted of any offence involving slavery and human trafficking and, having made reasonable enquiries, to the best of its knowledge none of the members of the Customer Group or their direct or indirect owners at the date of the Contract have been or are the subject or any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding an offence or alleged offence of or in connection with slavery and human trafficking),

A19.2 The Customer shall ensure that all members of the Customer Group performing services or work in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this clause A19.

A.20 Governing Law and Jurisdiction

A20.1 The Contract and all obligations relating to or arising out of the Contract shall be governed by and construed in accordance with the laws of England.

A20.2 The Parties hereby agree that any Claims, disputes, legal actions, suits or proceedings that either Party may have against the other arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the English Courts. In addition the Customer hereby agrees that the Company shall have the right to bring any Claims, disputes, legal actions, suits or proceedings it may have against the Customer in the courts of any jurisdiction where the Customer or any of its property or assets may be found or located, and the Customer hereby irrevocably submits to the jurisdiction of any such court.

A20.3 Should changes in applicable laws, rules and regulations, including any change in interpretation thereof by the courts or a legally constituted governmental or regulatory body or similar authority, made after the effective date of commencement of the Contract, result in an increase in the cost to the Company and/or a delay in the Company's time for performance of the Contract, the Price and/or the schedule for performance, as the case may be, shall be adjusted to the extent necessary to provide the Company with relief from such increase in cost and/or delay.



These Terms and Conditions apply to all Quotations and Contracts for Hire of Equipment from James Fisher and Sons Public Limited Company or any subsidiary or related company within the James Fisher Group

These Terms and Conditions for Hire of Equipment are in addition to and must be read in conjunction with James Fisher and Sons Public Limited Company General Terms and Conditions for Sale, Hire or Provision of Services

B1. Hire of Equipment

B1.1 The Company's Quotation is subject to the availability of the relevant Equipment.

B2. Delivery of the Equipment

B2.1 Unless otherwise agreed in Writing, delivery of the Equipment shall take place at the Company's Address.

B2.2 The Company will use its reasonable efforts to ensure delivery of the Equipment on or around the Estimated Date of Delivery. However, any dates specified by the Company for delivery of the Equipment are intended to be an estimate only and time for delivery shall not be made of the essence of the Contract, and if no dates are so specified, delivery will be within a reasonable time.

B2.3 The Customer shall pay the cost of and, if required by the Company, make all arrangements for delivery of the Equipment from the Company's Address to the intended place of operation at the beginning of the Hire Period and from the place of operation to the Company's Address, or such other address as may be agreed in Writing, at the end of the Hire Period.

B2.4 When the Equipment is to be despatched from, and returned to, the Company's Address the Company shall be responsible for loading the Equipment onto the delivery vehicle at the beginning of the Hire Period and unloading the Equipment from the delivery vehicle at the end of the Hire Period. The Customer shall be responsible for all other loading and unloading throughout the Hire Period.

B2.5 The Customer shall at its expense provide free and suitable access to the intended place of operation, including removal and reinstatement of local obstructions, for the delivery, servicing and collection of the Equipment.

B2.6 The Customer shall ensure that the intended place of operation is suitable for the positioning and operating of the Equipment and shall protect, cover or reinforce as necessary any surface or other parts of the intended place of operation liable to be damaged in the course of moving or operating the Equipment. The Customer shall be solely responsible for and shall indemnify the Company in full against all claims for damage to the place of operation or surrounding area.

B2.7 The Equipment shall be deemed to have been received in good order unless written notice to the contrary is received by the Company within three (3) days of delivery of the Equipment.

B3. Operators

B3.1 When a qualified operator is supplied by the Company with the Equipment:

B3.1.1 the Company shall supply a person who it considers to be competent in operating the Equipment;

B3.1.2 the Customer shall not permit any other person to operate the Equipment without obtaining prior consent in Writing from the Company.

B3.2 Any operator of the Equipment supplied by the Company shall be under the exclusive control of the Customer and the Customer shall not be entitled to make any claim against and shall indemnify and hold the Company harmless against all claims arising out of any such operator's act, accident, negligence, default or omission whilst under the Customer's exclusive control.

B3.3 The Company's costs, charges and expenses relevant to the provision of a qualified operator shall be specified separately for each Contract.

B4. Customer's Obligations

B4.1 During the Hire Period the Customer shall, at its own expense:

B4.1.1 comply with all laws and regulations relating to the use of the Equipment including health and safety requirements and shall use or permit the use of the Equipment only in accordance with relevant operating and safety instructions, including without limitation, any supplied with the Equipment. Any typographical, clerical or other error or omission in such instructions shall be subject to correction without any liability on the part of the Company;

B4.1.2 ensure that the Equipment is operated properly and safely with due care and skill at all times by suitably competent, qualified, experienced and instructed personnel;

B4.1.3 fully acquaint itself with the appropriate manufacturers' guidelines and not use or permit the use of the Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear in accordance with such guidelines;

B4.1.4 ensure that the Equipment remains safe, serviceable and clean;

B4.1.5 ensure that the Equipment undergoes daily routine maintenance, including, but not limited to, maintenance of the correct levels of all lubricants and other fluids;

B4.1.6 ensure that all fuel and lubricants used in respect of the Equipment shall be of suitable grade and quality for use with the Equipment.

B4.2 Additionally the Customer shall:

B4.2.1 not make any alterations or modifications to the Equipment;

B4.2.2 take all reasonable steps to keep itself acquainted with the state and condition of the Equipment; B4.2.3 not operate the Equipment in an unsafe or unsatisfactory state;

B4.2.4 ensure that when the Equipment requires the fitting or re-fitting of any accessory (which term includes but is not limited to drills, wheels, discs and blades), that only accessories supplied by the Company are utilised

and that any such accessory is correctly fitted or re-fitted in a manner so as not to damage the Equipment or render it unsafe;

B4.2.5 immediately notify the Company of any malfunctioning of the Equipment and the Customer shall not carry out any repair to the Equipment without obtaining authorisation from the Company in Writing;

B4.2.6 immediately notify the Company if the Equipment is involved in any incident or accident resulting in damage to the Equipment or to other property or injury to any person and immediately cease using the Equipment if there is any possibility that it or a defect with it was responsible for such incident or accident;

B4.2.7 ensure that the Company, and any person authorised by it, shall at all reasonable times have full access to the Equipment and facilities for inspecting, testing, adjusting, repairing and replacing same.

B4.2.8 not remove, deface or cover up any name-plate or identification mark or number on the Equipment nor put any mark on the Equipment which might indicate or suggest that the Equipment is not the property of the Company;

B4.2.9 not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment except with the written consent of the Company;

B4.2.10 protect the Equipment against distress, execution or seizure.

B4.3 The Customer shall indemnify the Company against any loss or damage to the Equipment or otherwise which it may suffer as a result of the Customer failing to comply with its obligations under this clause B4.

B5. Price and Payment

B5.1 Unless otherwise agreed, the Price being the hire charges shall be calculated on a daily basis using seven (7) days to the week throughout the Hire Period.

B5.2 The full contracted hire rate will be charged for the full Hire Period irrespective of the actual time during which the Equipment was in operation.

B5.3 In the event of a breakdown of the Equipment otherwise than as a result of breach by the Customer of its obligations under these Terms and Conditions, no hire charges will be made to the Customer from the time when the Customer first notifies the Company in Writing that such breakdown has occurred.

B5.4 No allowance will be made for stoppages resulting from the Customer's misuse, negligence or misdirection or other causes outside the Company's control.

B6. Title and Risk

B6.1 The Equipment is deemed to be the Customer's responsibility throughout the Hire Period and without limiting its responsibilities under the Contract, the Customer shall insure against any damage, loss or injury which may arise from its possession or use of the Equipment which may occur to any property including the Equipment or any person for which it may be responsible or liable.

B6.2 Notwithstanding clause B6.1, no title or right in the Equipment shall pass to the Customer at any time.

B6.3 The Customer shall return the Equipment to the Company on completion of the Hire Period in the same condition as at the commencement of the Hire Period, fair wear and tear excepted.

B6.4 During the Hire Period the Customer shall make good to the Company all loss of or damage to the Equipment from whatever cause the same may arise.

B6.5 In the event that the Equipment is damaged during the Hire Period, hire charges shall continue during any repair period. If repair or rectification of damage is necessary at the place of operation, the charges for labour, materials, travel and shipping will be payable by the Customer in full.

B6.6 In the event that the Equipment is lost, stolen or damaged beyond economic repair during the Hire Period, the Customer shall pay to the Company the full current new price of the Equipment.