

HAMEL SHIPYARD BV
Estlandweg 6

Contact: Niels de Blok
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VAT: NL860612065B01

Purchase Order n° 4503500962

(first created: 26.08.2022) rev12

O/Ref.: AXIMA

Purchasing Group: DRL - Purchasing Org.: DIXS

Y/Ref. : **See below**

Vdr Ctract:
Nieuwddorp, 29.08.2022

BATAL SAFETY B.V.

Att.: Chris Sala
MANDENMAKERSTRAAT 41

3194 DA HOOGVLIET (NL)

Email:
Tel: 06-1024-6228
Accounting Email: debiteuren@batal.nl

Whoever it may concern,

We are pleased to confirm our Purchase Order for the following Good(s) and/or Service(s), according to Company's Standard Terms and Conditions for Supply of Goods and Services:

General information relating to this Purchase Order:

AXIMA PROJECT SHIRT AND JACKETS

As per Batal Safety B.V. quote ref Chris Sala, d.d. 26-08-2022

Items to be delivered to the AXIMA, located in
Hamel shipyards b.v.
Estlandweg 6
4455 SV, Nieuwddorp, The Netherlands
Contact: Ronald Boom
Email : wac.vlissingen@hamel.com
Tel: +31 (0)682 447171

Incoterms: To be delivered DDP Nieuwddorp.
Payment terms: 30 days net after receipt of invoice, issued at delivery.

Shipping and packaging as per PER-GEN-APPR-TR-PR001, rev 05.

Invoicing to be sent by email to: accounting.nl@hamel.com

Attachments to provide:
* Copy of Purchase Order
* Proof of Delivery

Item	Description <i>Internal references</i> (Delivery Address)	Quantity	Unit price	Delivery DD.MM.YYYY	Total price
1	HH7902502 HH Oxford Polo, Size S Colour, navy Cost Asgmt: 5DAXI001-F07	10 EA	18,90	10.09.2022	189,00
2	HH7902502 HH Oxford Polo, Size M Colour, navy Cost Asgmt: 5DAXI001-F07	15 EA	18,90	10.09.2022	283,50
3	HH7902502 HH Oxford Polo, Size L Colour, navy Cost Asgmt: 5DAXI001-F07	40 EA	18,90	10.09.2022	756,00

Item	Description <i>Internal references</i> (Delivery Address)	Quantity	Unit price DD.	Delivery MM.YYYY;	Total price
4	HH7902502 HH Oxford Polo, Size XL Colour, navy <i>Cost Asgnmt: 5DAXI001-F07</i>	35 EA	18,90	10.09.2022	661,50
5	HH7902502 HH Oxford Polo, Size XXL Colour, navy <i>Cost Asgnmt: 5DAXI001-F07</i>	12 EA	18,90	10.09.2022	226,80
6	HH7902502 HH Oxford Polo, Size XXXL Colour, navy <i>Cost Asgnmt: 5DAXI001-F07</i>	8 EA	18,90	10.09.2022	151,20
7	HH7423174 Kensington softshell jacket, Size M Colour dark grey <i>Cost Asgnmt: 5DAXI001-F07</i>	8 EA	66,50	10.09.2022	532,00
8	HH7423174 Kensington softshell jacket, Size L Colour dark grey <i>Cost Asgnmt: 5DAXI001-F07</i>	11 EA	66,50	10.09.2022	731,50
9	HH7423174 Kensington softshell jacket, Size XL Colour dark grey <i>Cost Asgnmt: 5DAXI001-F07</i>	16 EA	66,50	10.09.2022	1.064,00
10	HH7423174 Kensington softshell jacket, Size XXL Colour dark grey <i>Cost Asgnmt: 5DAXI001-F07</i>	4 EA	66,50	10.09.2022	266,00
11	HH7423174 Kensington softshell jacket, Size XXXL Colour dark grey <i>Cost Asgnmt: 5DAXI001-F07</i>	2 EA	66,50	10.09.2022	133,00
12	Petrofor and Dixtone logo Executed in accordance with attached photo. Dimensions: approx. 85 x 40 mm. Embroidery color: silver gray no 1810 <i>Cost Asgnmt: 5DAXI001-F07</i>	161 EA	3,75	10.09.2022	603,75
13	Project text on the left chest Dimensions: approx. 110 x 45 mm. Embroidery color: gray 1810 <i>Cost Asgnmt: 5DAXI001-F07</i>	161 EA	4,00	10.09.2022	644,00
14	Perenco logo will be on the right sleeve. Dimensions: approx. 80 x 22 mm. Embroidery colour: gray 1810. <i>Cost Asgnmt: 5DAXI001-F07</i>	161 EA	3,30	10.09.2022	531,30
15	NL flag will be placed on the back on the yoke. Programme.no. 26,981 Dimensions: 53 x 32 mm.	161 EA	4,25	10.09.2022	684,25

Item	Description <i>Internal references</i> (Delivery Address)	Quantity	Unit price DD.	Delivery MM.YYYY;	Total price
	Embroidery colours: red, white and blue <i>Cost Asgnmt: 5DAXI001-F07</i>				
16	1 x Adjust programs <i>Cost Asgnmt: 5DAXI001-F07</i>	1 EA	31,85	10.09.2022	31,85
17	1 x Embroidery program <i>Cost Asgnmt: 5DAXI001-F07</i>	1 EA	68,75	10.09.2022	68,75
		total discount:			0,00
		total charges:			0,00
(SEVEN THOUSAND FIVE HUNDRED FIFTY-EIGHT, FORTY EUR)				price= 7.558,40 EUR	
<i>Conditions of payment:30 days net</i>					
Delivery address: Hamel Shipyards					
Documents to email within 24H00 after each shipment/delivery of Goods or after each performed Service:					
Acknowledgement of receipt: This purchase order will be effective only after reception acknowledgment receipt from you duly signed and stamped by authorized persons. No modification of price, delivery date or location or any condition mentioned on the present document will be accepted unless subject to acknowledgment from our side and confirmed by a new purchase order.					
Invoicing: Mandatory attachments to Invoice (incomplete Invoice supports would be rejected): For materials: Copy of our Order signed and stamped, Proof of Delivery (for EXW and FCA Incoterms Orders: Freight Forwarder's certificate receipt; and for CFR and CIF Incoterms Orders: Shipping Documents # Bill of Lading (BL), Air Waybill (AWB), Packing List (PL), Electronic Cargo Tracking Note (e-CTN), Certificate of Origin (CoO)). For Services: Copy of our Order signed and stamped, Proof of Execution of Service, such as Field Ticket or Time Sheet (signed by the requester or Company's Authorized Representative).					
Approved 29.08.2022 by Rig Manager Axima					

1. Definitions

In these Company's standard Terms & Conditions:

"Acceptance" has the meaning assigned to it in clause 3.5 and **"Accepted"** shall be construed accordingly;

"Affiliate(s)" means in relation to a Party, an entity that Controls or is Controlled by a Party or an entity that is Controlled by the same entity that Controls a Party; **"Claims"** shall mean any and all claims, liens, judgments, awards, remedies, debts, liabilities, damages, costs (including legal costs), losses, expenses or causes of action of whatever nature;

"Company" means the entity identified in the Purchase Order for whose benefit the Work is provided by the Supplier;

"Company Group" means the Company, its Affiliates, its and their co-venturers, its and their contractors (of any tier, other than the Supplier Group) and its and their respective Personnel;

"Consequential Loss" means: i) consequential or indirect loss under the laws of England and Wales; and ii) loss of production, revenue or profit, loss of opportunity and in each case whether direct or indirect and whether or not foreseeable at the date of the Purchase Order;

"Control" means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50%) of the votes in the general meeting of an entity or more than fifty percent (50%) of the votes in a meeting of the executive body of an entity and **"Controlled"** shall be construed on the same basis;

"Days" means calendar days;

"Delivery" means that (i) the Goods are handed over, made available and delivered to the Company according to the Incoterms specified in the Purchase Order and/or (ii) the Services are performed at the Work Site in accordance with the Purchase Order and **"Delivered"** shall be construed accordingly;

"Delivery Date" means the date by which the Work must be Delivered, as specified in the Purchase Order;

"Goods" means the goods, materials, equipment, products, consumables, articles, and/or documentation, as applicable, to be supplied by the Supplier and purchased by the Company in accordance with the Purchase Order;

"Gross Negligence" means any act or failure to act which substantially deviates from a diligent course of action and/or which is in reckless disregard of harmful consequences;

"Personnel" means the directors, officers, employees, invitees, consultants, representatives and agents of the Company or the Supplier, as the case may be;

"Party" means the Company or the Supplier individually and **"Parties"** means the Company and the Supplier collectively;

"Price" means the total consideration payable by the Company for the performance of the Work by the Supplier, as specified in the Purchase Order;

"Purchase Order" means the written order for the Work issued by the Company to the Supplier and to which the Terms & Conditions and the Specifications are included by reference;

"Services" means the services to be performed by the Supplier in accordance with the Purchase Order;

"Specifications" means all of the characteristics applicable to the performance of the Work and in particular the data relating to the quality and quantity details, the format, methods, standards, performance levels and measurements to be complied with for the performance of the Work;

"Supplier" means the person or entity specified in the Purchase Order to performance the Work including its permitted successors and assignees;

"Supplier Group" means the Supplier, its Affiliates, its and their subcontractors and contractors (of any tier, other than the Company Group) and their respective Personnel;

"Terms & Conditions" means the foregoing Company's standard terms and conditions pursuant to which the Work shall be performed;

"Third Party" means any corporate entity or person other than those forming the Company Group or the Supplier Group;

"Wilful Misconduct" means any intentional or wanton conduct or reckless act or omission constituting, in effect, a wilful, intentional, conscious, reckless and/or utter disregard of any provision of the Purchase Order or of good industry practices;

"Work" means: i) the Goods; and/or ii) the Services as defined above; and

"Work Site" means: i) the geographic location(s) or jurisdiction on, under, in, at or through which the Goods are Delivered and/or the geographic location(s) or jurisdiction of their ultimate destination or any other location(s) specified under each Purchase Order; or ii) the geographic location(s) or jurisdiction on, under, in, at or through which the Services are performed.

2. Acceptance of Purchase Order and Binding Terms

2.1 The Purchase Order is an agreement between the Parties, forming binding obligations between them in respect of the Work and it supersedes all previous and other agreements or representations between the Parties relating to its subject matter.

2.2 Notwithstanding clause 2.1 above, in the event that a Purchase Order is issued for Work to be provided by the Supplier and the Parties are already parties to a separate written agreement such as, but without limitations, a master agreement, a services or supply agreement or any other agreement of any nature intended to regulate the performance of said Work whether supported by an order or not, unless expressly set out herein, the terms and conditions of said agreements shall prevail over the Terms & Conditions.

2.3 In the event of any conflict or inconsistency between the Purchase Order and the Terms & Conditions, the Purchase Order shall prevail, save and except for clauses 2, 4 and 5 hereof which shall prevail over the Purchase Order.

2.4 None of the Supplier's terms and conditions shall apply between the Parties and govern the performance of the Work except if expressly agreed in writing by the Parties and any reference to the Supplier's commercial offer in the Purchase Order shall be deemed to exclude any contractual terms and conditions contained therein in conflict with the terms of the Purchase Order.

2.5 The Purchase Order will constitute a valid contract between the Parties and the Supplier will be deemed to have accepted the Purchase Order at the earliest of: i) the receipt by the Company of a written acceptance or acknowledgement thereof by the Supplier; ii) the commencement of the Services (including mobilisation) or shipment of the Goods; or iii) the receipt by the Company of a Supplier's invoice for the Work, or any part thereof.

3. Rights & Obligations of the Parties

3.1 The Supplier shall provide the Work to the Company as specified in the Purchase Order.

3.2 Delivery of the Work shall be at the Work Site as specified in each Purchase Order and shall include all relevant shipment documentation as well as any other relevant documentation. All manuals and other instructions shall be in the English language. The Supplier shall be responsible for obtaining all export and import rights, authorizations and licenses necessary for the Delivery of the Work.

3.3 The Company or its Personnel may inspect the Work before, upon or after Delivery to ensure conformity with the Purchase Order and it shall be granted access to the Work Site or to the Supplier's premises for such purpose if required. Neither such inspection nor omission thereof shall relieve the Supplier from the performance of any of its obligations under the Purchase Order. The Supplier shall keep the Company informed of progress in completing the Work and, where appropriate, (at its own initiative or at the request of the Company) provide the Company with progress reports regarding the Work.

3.4 The Supplier shall ensure that the Goods are properly packed, secured and labelled in accordance with accepted good industry practices and all Specifications, if applicable. To the extent that the Goods contain toxic, corrosive or hazardous materials, then without prejudice to clause 4.1 paragraph d), the Supplier shall ensure that a notice to that effect accompanies each consignment together with appropriate care and handling instructions.

3.5 The Company shall accept the Work or the Work will be deemed Accepted (the **"Acceptance"**) if, following a reasonable inspection opportunity of the Work and after a reasonable period of time following Delivery, the Company: i) signifies its written Acceptance of the Work to the Supplier; or ii) fails to reject or oppose acceptance of the Work. The Acceptance shall be without prejudice to the Company's remedies provided in clause 5.3 for defects, damages, breaches or nonconformities not initially identified upon Acceptance.

Defective, incomplete, damaged or otherwise nonconforming Work may be rejected by the Company by written notice in which event the Company may (i) request the Supplier to reperform the Work within a period specified by the Company until the Work is fully compliant with the Purchase Order; or (ii) refuse the Work and request the Supplier to a full refund of the Price.

3.6 Save for goods, material and equipment supplied to the Company under leasing arrangement, title to Goods shall pass to the Company at the earliest of: i) Delivery; or ii) payment of the Price (or any part thereof). Subject to compliance with clause 5.1, risk of loss to the Goods shall pass to the Company upon Delivery.

3.7 Each Party's duly owned intellectual property before the commencement of the Work shall remain the related Party's property, except if certain intellectual property rights are specified to be transferred to the Company in a Purchase Order. Notwithstanding the above, all intellectual property rights in any designs, reports, drawings, data and other technical information relating to and derived from the performance of the Work shall become and remain the Company's exclusive property.

3.8 The Supplier shall procure at its own cost its own Personnel, equipment, supplies and material for the performance of the Work.

3.9 The Work shall be Delivered on or - subject to prior agreement by the Parties - , before the Delivery Date and time shall be of the essence for the performance of the Work.

3.10 The Supplier confirms that he has all relevant and necessary information for the performance of the Work and shall promptly inform the Company of any actual or potential problem that may affect or compromise the performance of the Work.

3.11 The Supplier shall be solely responsible for the employment and conditions of work of its Personnel.

3.12 The Company shall have the right to refuse or reject, at any time and without justification, any of the Supplier's Personnel in the course of the performance of the Work, which Personnel shall be replaced as soon as reasonably feasible.

3.13 The Supplier and its Personnel shall, while at the Work Site, comply with the Company's policy for health, safety and environment matters as well as with all applicable laws and regulations.

3.14 The Supplier shall be responsible to procure, obtain and maintain, at its own cost, all permits, visas and other authorizations (including, without limitations work related authorizations for the Supplier's Personnel) necessary for the performance of the Work in compliance with all applicable laws.

4. Liabilities and indemnity

4.1 The Supplier shall at all times be responsible and liable for and shall protect, defend, indemnify and hold the Company Group harmless from and against any and all Claims, arising out of or in any way relating to one or more of the following:

- damages to, death of, illness of or personal injury to any Personnel of the Supplier Group;
- loss of or damage to the property of the Supplier Group (whether owned, hired, leased or otherwise provided for the purposes of or in connection with the Work);
- subject to clause 4.2 paragraph c), damages to, death of, illness of or personal injury to a Third Party and loss or damage to property of a Third Party to the extent that the same is caused by the negligence (in any form) or breach of duty (whether statutory or otherwise) of the Supplier;
- any pollution caused in the course of the Supplier's performance of the Work;
- loss of or damage to the property of the Company Group where such property is in the custody and/or control of the Supplier;
- any alleged or actual infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the Work; and
- the salary, benefits or any other form of compensation owed and/or earned by the Supplier's Personnel.

4.2 The Company shall at all times be responsible and liable for and shall protect, defend, indemnify and hold the Supplier Group harmless from and against any and all Claims, arising out of or in any way relating to one or more of the following:

- damages to, death of, illness of or personal injury to any Personnel of the Company Group;
- subject to clause 4.1 paragraph e), loss of or damage to the property of the Company Group; and
- subject to clause 4.1 paragraph c) damages to, death of, illness of or personal injury to a Third Party and loss or damage to property of a Third Party to the extent that the same is caused by the negligence (in any form) or breach of duty (whether statutory or otherwise) of the Company Group.

4.3 Save in respect of clauses 4.1 paragraph c) and 4.2 paragraph c), the aforesaid indemnities and exclusions shall apply irrespective of cause, whether in tort, contract or otherwise at law and notwithstanding the negligence (in any form) or breach of duty (whether statutory or otherwise) of the indemnified Party.

- 4.4 Notwithstanding any provision to the contrary in the Purchase Order but subject to clause 4.5, neither Party shall be liable to the other for any Consequential Loss it would incur or suffer and each Party shall at all times indemnify, defend and hold harmless the other Party against its own Consequential Loss, irrespective of the negligence and/or breach of duty (statutory or otherwise) of the Party to be indemnified.
- 4.5 Notwithstanding anything to the contrary in the Purchase Order, the Supplier shall bear full responsibility for its own Gross Negligence or Wilful Misconduct and in no event will the Company be required to release or indemnify the Supplier for the Supplier's Gross Negligence or Wilful Misconduct.
- 5. Representations & Warranties**
- 5.1 The Supplier represents and warrants to the Company as follows:
- the Work will be free of any and all defects and comply with the Purchase Order. Where the Purchase Order does not stipulate Specifications, the Work shall adhere to the prevailing industry standards and be fit for purpose;
 - the equipment and material procured by the Supplier for the performance of the Work will be kept in good working condition;
 - the Work will be free from any right (including property rights) or Claim by any Third Party;
 - unless indicated otherwise in the Purchase Order the Goods are new;
 - the Work shall be executed with all due care and skills by suitably qualified, competent and experienced Personnel; and
 - the Work shall comply at all times and in all respects with applicable laws and regulations which may be in force at the time.
- 5.2 The Supplier's representations and warranty obligations under this clause 5 shall cease twenty-four (24) months after Acceptance of the Work.
- 5.3 In the event that the Work or any part thereof is found nonconforming with the Purchase Order other than as a result of Company's Gross Negligence or Wilful Misconduct of the Company, the Supplier shall, at its own expense (including all transportation related cost notwithstanding the agreed Incoterm for the Delivery) and at the Company's sole discretion: i) provide a full refund upon return of the Goods; and/or ii) repair or replace the Goods in a manner to ensure conformity with the Purchase Order; or iii) re-perform the Services within such time as the Company may reasonably specify. Should the Supplier fail to re-perform the Services as specified, the Company shall be entitled to procure performance of the nonconforming Services from a Third Party or execute it itself, at the Supplier's expense.
- 5.4 The Supplier shall provide the Work at the Work Site, on the Delivery Date. If the Supplier foresees that it may not be able to provide the Work by the Delivery Date, it shall inform the Company in writing forthwith, provide the reason of such delay and use its best efforts to immediately remedy its delay in completing the Work. If the Supplier is unable to provide the Work by the Delivery Date, the Company (without prejudice to its other rights and remedies at law or otherwise) shall be entitled, as of right and without prior written notice or proof of loss, to recover liquidated damages, representing a genuine pre-estimate of loss and not a penalty, equal to (unless provided otherwise in the Purchase Order) two percent (2%) of the Price for each full week the Work is delayed, to a maximum equal to ten percent (10%) of the Price.
- 6. Insurance**
- The Supplier shall take out and shall maintain employer's liability insurance, repatriation insurance for its Personnel (as applicable) and general liability insurance to cover all Claims arising from or in connection with its performance of the Work. The Supplier shall provide, at the Company's request, copies of the aforesaid insurance policy certificates.
- 7. Variations**
- The Company may, at any time, upon written notice to the Supplier, change the terms of the Purchase Order. In the event the Parties anticipate that such changes will directly affect the Price and/or the Delivery Date, the Parties shall meet and discuss in good faith an equitable and proportionate adjustment to the Price and/or Delivery Date. In any case, the Supplier shall continue to perform the Work in accordance with the Purchase Order during any discussions to vary the same.
- 8. Termination**
- 8.1 The Company may terminate the Purchase Order at any time by written notice to the Supplier if:
- the Supplier is in breach of the Purchase Order and thereafter fails to remedy such breach following receipt of a notice to that effect within the cure period stated therein; or
 - the Supplier enters into liquidation, has a receiver appointed over any of its assets or becomes subject to an administration order or any other insolvency proceedings or, (being an individual or partnership) becomes apparently insolvent, bankrupt or makes any agreement with its creditors or ceases or threatens to cease to carry on business.
- The Company's liability to the Supplier in the event of such termination specified in clause 8.1 shall be limited to payment for the Work Accepted in accordance with the Purchase Order up to the date of termination and which is not yet paid for.
- 8.2 The Supplier may terminate the Purchase Order by written notice to the Company if:
- the Company is in material breach of the Purchase Order; and
 - the Company fails to remedy said breach within thirty (30) Days of receipt of the Supplier's written notice to that effect.
- 8.3 The Company may terminate the Purchase Order forthwith in the event that the Supplier is found to be in breach of clause 12.7 and the Company shall not be liable to the Supplier to pay for any Work or otherwise for breach of contract, tort or any other cause of action in the event of such termination.
- 8.4 The Company may, at any time, give written notice to the Supplier to terminate the Purchase Order forthwith and in such event, the Company's liability shall be limited to payment for the Work Accepted in accordance with the Purchase Order up to the date of termination and which is not yet paid for and any direct cost reasonably and properly incurred or suffered by the Supplier in giving effect to such termination. Notwithstanding the above, Company's liability under clause 8.4 shall be subject to the Supplier's duty to mitigate its losses and shall not in any event exceed the Price.
- 9. Price & Payment**
- 9.1 Unless stated otherwise in the Purchase Order, the Price is exclusive of VAT (or equivalent taxes) in the country of the Work Site but includes all other taxes (including but not limited to all income, capital gain or other taxes imposed on the revenues of the Supplier Group and any withholding tax or any other retention that Company is deemed to apply), tariffs, duties and charges as applicable. Where

withholding tax is applicable, the Company shall be responsible for payment of same to the relevant authorities and, though the invoice submitted to the Company shall be inclusive of applicable withholding tax, the amount paid to the Supplier shall be exclusive of any withholding tax amount.

- 9.2 The Supplier shall invoice the Company for the Work upon Delivery. Each invoice submitted by the Supplier shall be sent at the address indicated under the relevant Purchase Order, quote the Purchase Order reference number and be accompanied by the relevant documentation, in order for Company to verify the correctness of items invoiced, and to acknowledge receipt of such invoice. Each invoice shall comply with clause 9 and with all the legal requirements at each Work Site, to be considered received validly by Company. Failure to send each invoice in accordance with clause 9 and within ninety (90) Days from Delivery releases the Company from the obligation to pay such invoice. The Company shall pay the undisputed part of the Supplier's invoice, in the currency stated in the Purchase Order, within thirty (30) Days end of month of receipt of said invoice.
- 9.3 As for settlement of any disputed invoices (or part(s) thereof) the Supplier shall submit an invoice for the part(s) of the Price not disputed due and the Company shall pay the same in accordance with clause 9.2.
- 9.4 The Company reserves the right to offset any and all amounts howsoever owed by the Supplier to the Company under any Purchase Order, without prior notice to or Supplier's approval.
- 10. Disputes and Governing Law**
- 10.1 The Purchase Order shall be governed by and construed in accordance with the laws of England and Wales.
- 10.2 If a dispute arises out of or is in connection with a Purchase Order, the Parties shall try to settle the dispute amicably. If no settlement has been reached (whether or not a meeting has taken place) within thirty (30) Days of receipt of written notification by one Party to the other that a dispute exists, then: i) in the event that the Supplier is not incorporated and existing under the laws of England and Wales, the Parties agree that the dispute may only be settled by arbitration and, therefore, that either Party shall be entitled to commence arbitration pursuant to the rules of arbitration of the International Chamber of Commerce which are deemed to be incorporated by reference to the Purchase Order. The place of arbitration shall be London, United Kingdom and the arbitration shall be conducted in the English language; and ii) in the event that the Supplier is incorporated and existing under the laws of England, either Party shall be entitled to submit the dispute to the exclusive jurisdiction of a competent court in London, United Kingdom.
- 11. Force Majeure**
- Neither Party shall be liable for any delay or failure to perform any of its obligations if and to the extent such delay or failure is wholly and directly caused by Force Majeure. For the purposes of these Terms & Conditions, Force Majeure is i) an unforeseeable event not within the control of the affected Party, the occurrence of which, by the exercise of reasonable diligence, the affected Party is unable to prevent and ii) which falls within one or more of the following categories: war, natural emergency, riot, civil commotion, revolution, acts of terrorism, acts of God, flood, fires, earthquakes, tempests and epidemics.
- 12. General**
- 12.1 The Supplier shall not assign or sub-contract any of its obligations (or any part(s) thereof) under the Purchase Order at any time without the Company's prior written consent. In the event of such assignment or sub-contract the Supplier shall remain jointly liable for the performance of the Work (or any part(s) thereof) assigned or sub-contracted. However, the Company may freely assign the Purchase Order (or any part(s) thereof) to its Affiliates without the Supplier's prior consent.
- 12.2 The Parties shall keep the Purchase Order and any information, which either Party learns about the other, in strict confidence and shall not disclose the same to any Third Party without the prior written consent of the other Party. This obligation shall remain in effect for a period of three (3) years following termination of each Work.
- 12.3 Except for the Company Group under clauses 4.1 and 4.2, no party or person who is not a party to the Purchase Order shall be entitled by virtue of the *Contracts (Rights of Third Parties) Act 1999* to enforce any provision of the Purchase Order.
- 12.4 Failure to exercise, or any delay in exercising, any right or remedy provided for hereunder or by law shall not constitute a waiver of that right or any other right or remedy, nor shall it preclude or restrict any further exercise of that right or any other right or remedy.
- 12.5 Nothing in the Purchase Order is intended to or shall be deemed to constitute a partnership or joint venture of any kind between the Parties.
- 12.6 Any notice required to be given hereunder shall be in writing and shall be delivered personally or sent by e-mail with acknowledgement of receipt or recorded delivery to the relevant Party's address as noted in the Purchase Order.
- 12.7 Supplier acknowledges that it has read and understood the following Company Ethics and Business Integrity Policy:
- "All of our employees are expected to conduct their fairly and ethically, in such a way that it enhances the Company's reputation. Our goals are: a) to promote and maintain honesty, integrity, and high ethical standards; b) to prevent financial and reputational damage to the Company Group and its staff. Company personnel are committed to achieving these goals: a) managers are responsible and accountable for upholding and communicating this policy and leading by example; b) all Company personnel must comply with this policy and promptly report concerns and violations. To ensure compliance with our Ethics & Business Integrity Policy we: a) comply with all laws governing the Company and its operations as well as the Company internal policies including those on Health & Safety, Environment, Security and Social Responsibilities; b) treat all staff, business partners and local communities fairly and with respect; c) ensure we avoid making any illegal payments including to customers, agents, and host governments; d) avoid all conflicts of interest including any transactions which could be perceived as conflicts of interest; e) ensure all Company documentation, including financial accounts and records, are accurate, complete, and truthful; f) maintain the confidentiality of commercially sensitive information; g) compete fairly; and h) report all violations and concerns in a spirit of openness and transparency".
- 12.8 Notwithstanding anything to the contrary contained herein, the rights and obligations of the Parties provided by the Purchase Order which, by their nature, survive the termination or expiration of the Purchase Order and the provisions governing and/ or relating to the enforcement of such rights and obligations (including, but without limitation clauses 4 and 5 and 12.2) shall survive the termination or expiration of the Purchase Order.
- 12.9 Subject to clause 7, the Purchase Order may not be amended or varied, in whole or in part, without the written consent of both Parties.

Latest update: July 2022