



Order

Purchase Order No.

300145905

Revision

0

Our Order 10/28/25	Site Name NOBLE MICK O'BRIEN	Rig Name / Final Destination NOBLE MICK O'BRIEN / QATAR
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Supplier	Delivery Address	Invoice Address
Noble Supplier ID: 24441 RAK ENERGY SERVICES AND SUPPLIES OFFICE C-06, AL MAHA COMMERCIAL 220139 - DOHA SQ QA - QATAR	Noble Drilling Doha LLC Gulf Agency Co.(Qatar) WLL Zone 75 Al Khor Indl Area GAC Logistics Base PO BOX 65354 - Doha QA - QATAR	Noble Drilling Doha LLC PO BOX 14023, West Bay Salam Globex Business Centre The Gate-Tower II, Office 841 8th Level 00000 - Doha QA - QATAR APMiddleEast@NOBLECORP1.onmicrosoft.com

Payment Terms	Net 30 days	FOR DELIVERIES/COLLECTIONS THE FOLLOWING DATA SHALL BE REFLECTED ON ALL DOCUMENTS (QUOTATIONS, CONFIRMATIONS, COMMERCIAL INVOICES, PACKING LISTS, SHIPMENT DOCUMENTS ETC.): 1. COUNTRY OF PRODUCT ORIGIN 2. HS CODE/SCHEDULE B 3. CO2 EMISSIONS FOR DATA FOR PRODUCTION, ONLY REQUIRED FOR GOODS IMPORTED INTO THE EUROPEAN UNION. SHOULD THE DATA NOT BE REFLECTED CORRECTLY, PRODUCTS WILL BE SUBJECT TO QUARANTINE UPON ARRIVAL TO FIRST NOBLE LOCATION. 4. MSDS - IF ANY COMPONENTS ARE CLASSIFIED AS HAZARDOUS 5. ALL EMAILS REGARDING THE READINESS OF MATERIALS FOR COLLECTION SHOULD BE SENT TO: PICKUPREQUEST@NOBLECORP.COM - EXEMPTION: US DOMESTIC SHIPMENTS: - SHIPMENTS 0-75 LBS PLEASE SHIP PREPAY & ADD
Supplier Reference		
Terms Of Delivery	EXW	
Del Terms Loc Frame Agreement		

FOR EXPORT CONTROLLED PRODUCTS PLEASE NOTIFY VIA MDEXPCONTROL@NOBLECORP.COM AND INCLUDE THE FOLLOWING ADDITIONAL INFORMATION  
1. ECCN/MILITARY CATEGORY  
2. % OF US CONTENT

FOR ALL DELIVERIES IN USA ECCN/MILITARY CATEGORY SHALL ALWAYS BE INCLUDED  
GOODS AND SERVICES ARE FOR OFFSHORE USAGE.

Buyer Name Patrycja Rzeniecka	Buyer Phone +45 63366600	Buyer Email PRZENIECKA@NOBLECORP.COM
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**Please provide signed proof of delivery and/or timesheets, along with any relevant supporting documents, when submitting the invoice(s).**

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Company Noble Drilling Doha LLC PO BOX 14023 West Bay Salam Globex Business Centre 00000 - Doha QA - QATAR	Invoice Address Noble Drilling Doha LLC PO BOX 14023, West Bay Salam Globex Business Centre 00000 - Doha QA - QATAR APMiddleEast@NOBLECORP1.onmicrosoft.com
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Order  
Purchase Order No. 300145905  
Revision 0

Our Order Site Name Rig Name / Final Destination  
10/28/25 NOBLE MICK O'BRIEN NOBLE MICK O'BRIEN / QATAR

Line Rel	Supplier Part No	Description	Customs Stat No	Quantity	UoM	Price(QAR)	Disc.%	Del. Date	Net Amt
	Our Part No		Supplier Quote No						
1	1409289	BEARING, BALL, FOR YALE 025884300 STACKER, FORKLIFT APPLICATION Mfg Name: SKF Mfg Part No.: 62062ZJEM		4	EA	31.00	0	11/25/25	124.00
<hr/>							Total Amount	(QAR)	124.00

**Kindly see the attached Noble Corporation General Terms and Conditions. In case there exists a valid frame agreement applicable to the Purchase Order scope between the Parties, the terms and conditions of such frame agreement shall apply to the scope and shall replace these General Terms and Conditions, or any other standard terms and conditions exchanged between Company and Contractor.**

**RATIFICATION:** If the "Company" or "Contractor" specified in this Work Order or Purchase Order is the same as "Company" or "Contractor" identified in the Agreement, then this Work Order or Purchase Order is hereby incorporated into and made part of the Agreement. If the "Company" or "Contractor" specified in this Work Order or Purchase Order is not the same as "Company" or "Contractor" identified in the Agreement, then the Parties to this Work Order or Purchase Order hereby adopt and ratify the provisions of said Agreement. As to the Work described in this Work Order or Purchase Order, the terms of said Agreement as changed or supplemented by this Work Order or Purchase Order shall control.

Company  
Noble Drilling Doha LLC  
PO BOX 14023  
West Bay  
Salam Globex Business Centre  
00000 - Doha  
QA - QATAR

Invoice Address  
Noble Drilling Doha LLC  
PO BOX 14023, West Bay  
Salam Globex Business Centre  
00000 - Doha  
QA - QATAR  
APMiddleEast@NOBLECORP1.onmicrosoft.com

# NOBLE CORPORATION

## GENERAL TERMS AND CONDITIONS | GOODS AND SERVICES

### 1 Preamble

- 1.1 These General Terms and Conditions (the "Conditions") form part of the Agreement between the Parties which, subject to clause 1.2 (Preamble), replaces and supersedes all other prior oral and written agreements between the Parties.
- 1.2 In case of conflict between the Order and these Conditions, the Conditions shall prevail.
- 1.3 In case there exists a valid Master Service Agreement ("MSA") applicable to the Order scope between the Parties, the terms and conditions of such MSA shall apply to the scope and shall replace these Conditions, or any other standard terms and conditions exchanged between Noble and Supplier.

### 2 Definitions

**"Affiliate"** – means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For the purpose of this definition: (a) the term "control" shall mean the direct or indirect beneficial ownership of more than 50% of the issued share capital, stock or other participating interest, or the legal power to direct or cause the direction of the general management, of the Person in question, and "controls" and "controlled" shall be construed accordingly; and (b) beneficial ownership (direct or indirect) and legal power to direct or cause the direction of general management shall include any ownership or power vested in the name of another Person when shares are registered in such Person as a nominee or vested in such other Person (or its nominee) whether by way of security or in connection with the taking of security;

**"Agent"** – means, a company or an individual, who is neither an employee of Noble or its Affiliates nor an independent contractor serving in a functionally equivalent position, representing or acting on behalf of Noble or its Affiliates in any capacity whereby they provide services to Noble or its Affiliates and are authorized by Noble or its Affiliates to interface with government officials or government-owned entities in connection with Work on behalf of Noble or its Affiliates.

**"Agreement"** - means the agreement between Noble and Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions and as set out in an Order;

**"Associated Company"** - means any entity which is not an Affiliate but is part-owned or managed by (a) Supplier or Noble or (b) an Affiliate of Supplier or Noble;

**"Claims"** - means all claims, costs (including legal costs), damages, debts, demands, expenses, fines, interest and awards (including legal expenses), liabilities, liens, losses, obligations, penalties, remedies and causes of action of any kind (including, without limitation, actions *in rem* or *in personam*), in each case whether created by law, contract, equity, tort, voluntary settlement, or otherwise, including those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors, and any payment made pursuant to an extrajudicial settlement;

**"Client"** - means any legal or natural person(s) to whom Noble or an Affiliate of Noble has agreed to provide goods or services for which the Work is relevant;

**"Client Group"** - means (a) Client and Client's Affiliates; (b) Client's other contractors of any tier and their Affiliates; (c) co-venturers and their Affiliates; and (d) the respective agents, directors, officers, employees, consultants, agency personnel and invitees of the Persons included in items (a), (b) and (c) of this definition, but shall not include any member of Supplier Group;

**"Consequential Loss"** - means whether or not foreseeable at the date of this Agreement any:

- (i) consequential or indirect loss or damage as determined under the laws of England; and
- (ii) any loss of earnings, loss of profit or anticipated profit and loss of production and/or deferral of production, loss of product, loss of revenue, losses arising out of any business interruption, loss of use (including but not limited to wasted cost to other contractors providing personnel or equipment (i.e. spread cost)) in each case whether direct or indirect to the extent not included under (i) above;

**"Deliverables"** - means any outputs of the Works and Services and any other documents, products and materials provided by Supplier to Noble as specified in the Order and any other documents, products and materials provided by Supplier to Noble in relation to the Services (excluding Goods);

**"Delivery Date"** - means the delivery date(s) for supply of Goods and Services as set out in the relevant Order;

**"Delivery Term"** - means the applicable delivery term for the Goods as set out in the relevant Order;

**"Facility"** - means Noble's offshore facility (unless otherwise agreed between Parties) on which Supplier provides Goods and/or performs Services;

**"Goods"** - means the goods for Companies purchase (or any part of them) set out in the Order;

**"Government Authority"** - means any supranational, international, national, federal, state, provincial, territorial, regional, municipal or local legislative, governmental or regulatory authority, including any branch, division, ministry, department or agency of the same, and any court, tribunal, commission, board or similar authority, and any enterprise owned, managed or otherwise controlled by any government entity, in each case with jurisdiction over Noble Group, Supplier Group, the Work, any worksite or any matter arising under an Order;

**"Intellectual Property Rights" or "IPR"** - means any intellectual property rights, in any form or storage, including but not limited to copyrights (including rights in computer software and moral rights) and related rights, patents, utility models, trademarks, service marks, trade names, topography rights, design rights and rights in databases, rights in internet domain names and website addresses, rights in confidential information including but not limited to know-how, trade secrets, rights to prevent passing off or unfair competition, and all other intellectual property rights, and all applications, pending applications or right to apply, for the above in all cases whether or not registerable in any country (in each case whether registered or unregistered) and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world;

**"Noble"** - means the Noble Corporation entity that enters into an Order with a Supplier for the purchase of the Goods and/or Services;

**"Noble Data"** - means all and any data and information of Noble, including a) data from Noble's source systems, b) data (i) provided, collected, used, processed, stored, or generated as the result of use of the Goods and Services, (ii) data derived from data listed in item (i); and c) personally identifiable information collected, used, processed, stored, or generated as the result of the use of the Goods and Services;

**"Noble Group"** - means (a) Noble and its Affiliates and Associated Companies; (b) its and their other contractors and subcontractors of any tier and their Affiliates; (c) the respective agents, directors, officers, employees, consultants, agency personnel and invitees of the Persons included in items (a) and (b) of this definition and (d) Client Group, but shall not include any member of Supplier Group;

**"Order"** - means Noble's order for the Goods and/or Services, as set out in Noble's electronical purchase order form and as further specified therein.

**"Party"** - means each of Noble and Supplier and "Parties" means Noble and Supplier collectively;

**"Person"** - means any individual, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, unincorporated organisation, Governmental Authority or other entity, whether or not having a separate legal personality;

**"Point of Delivery"** - means the location(s) of delivery for supply of Goods as set out in the relevant electronical Order;

**"Public Official"** - means any (a) appointed official or any director, officer or other person employed in any capacity (i) at any level of Government, (ii) in a labour union controlled by any Government or political party or (iii) in any public international organization such as the United Nations or the European Union including any department, agency or other body thereof, (b) any candidate or officer or other

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## GENERAL TERMS AND CONDITIONS | GOODS AND SERVICES

person employed by a political party or (c) any person acting in any official capacity for or on behalf of any person or organization listed in (a) or (b);

"**Rig**" - means the mobile drilling unit in relation to which Supplier provides Goods and/or performs Services;

"**Services**" - the services, including any Deliverables, to be provided by the Supplier under the Agreement, as set out in the Order;

"**Sub-contractor**" - means a supplier, contractor, vendor, agent or independent consultant of any tier selected and retained to provide Services/Goods on behalf of Supplier;

"**Supplier**" - means the entity specified in the Order from whom Noble is purchasing the Goods and/or Services;

"**Supplier Group**" - means (a) Supplier, its Affiliates and Associated Companies; (b) its and their Sub-contractors and their Affiliates; (c) Supplier Personnel; and (d) to the extent not included in item (c) of this definition, the respective agents, directors, officers, employees, consultants, agency personnel and invitees of the Persons included in items (a) and (b) of this definition, but shall not include any member of Noble Group;

"**Supplier Personnel**" - means all personnel that Supplier is required to provide in accordance with the provisions of an Order, including as the same may be employed or otherwise engaged (including on an agency, consultancy or secondment basis) by Supplier, its Sub-contractors or its or their Affiliates or agents;

"**Third Party**" - means any Person that is not a member of Noble Group or Supplier Group;

"**Work**" - means the supply of Goods, performance of Services and the provision of all other things, which Supplier is to render pursuant to the Agreement and as specified in an Order;

### 3 Orders

3.1 The Order shall be deemed to be accepted on the earlier of:

- a) Supplier issuing a written acceptance of the Order; or
- b) Supplier doing any act consistent with fulfilling the Order, at which point the Agreement shall come into existence.

3.2 Noble may, at any time, make changes within the general scope of the Order by giving written notice to Supplier ("Variation Notice"). Such Variation Notice(s) may include variations to the technical specification, quantities, method of shipping and/or packing, standards for inspection, Work schedule and/or the destination for delivery. If such variations cause a material increase or decrease in Supplier's costs, time of performance or both, Supplier shall notify Noble promptly and request an equitable adjustment to the Order. Failure to so notify Noble shall constitute a waiver of Supplier's right to an equitable adjustment. Noble shall have the right to review all proposed adjustments to the rates, prices and schedule, as the case may be, and provide feedback as to such variations. The variation to the Order, together with any adjustments to the Order price and/or time of performance, shall be set forth in either a "Variation Order" or a revised Order issued by Noble.

### 4 Supplier's responsibilities

4.1 **Non-Agent.** Under no circumstances shall Supplier perform any services for or on behalf of Noble or its Affiliates which would be considered "Agent" services as defined in clause 2 above nor shall Noble pay for any "Agent" Services Supplier may perform.

4.2 **Work.** Supplier shall from the date set in the Order and for the duration of the Agreement provide the Work to Noble in accordance with the terms of the Agreement.

Supplier shall meet any dates and milestones for the Work specified in the Order or that Noble notifies to Supplier and time is of the essence in relation to any such dates and milestones.

4.3 **Spare parts for pre-commissioning, commissioning, start-up and special tools.** Supplier shall provide, preserve, pack, mark, and identify, transport, secure and deliver as part of the Order and included in the above Order total price, spare parts

for pre-commissioning, commissioning, start-up and first fill chemicals/lubricants (if any) and special tools as required by an experienced contractor.

4.4 **Services.** In providing the Services, Supplier shall:

- a) co-operate with Noble in all matters relating to the Services, and comply with all instructions of Noble;
- b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Agreement;
- c) ensure that the Deliverables shall be fit for the purpose that Noble expressly makes known to Supplier;
- d) provide all equipment, tools and vehicles and such other items as are required to perform the Services;
- e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Noble, will be free from defects in workmanship, materials and design;
- f) obtain and at all times maintain all licenses and consents which may be required for the provision of the Services;
- g) observe all health and safety rules and regulations and any other security requirements that apply at any of Noble's premises and Facilities;
- h) hold all materials, equipment and tools, drawings, specifications and data, cf. clause 20 (Data), supplied by Noble to Supplier ("Noble Materials") in safe custody, maintain Noble Materials in good condition until returned to Noble, and not dispose or use Noble Materials other than in accordance with Noble's written instructions or authorisation; and
- i) not do or omit to do anything which may cause Noble to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and Supplier acknowledges that Noble may rely or act on the Services.

### 5 Price, Invoicing, Payment and Taxes

5.1 **Price and charges.** The fees and charges for the provision of the Goods and/or Services shall be the price shown for each of such Goods and/or Services on the face of the Order.

5.2 **E-Catalogue.** If requested by Noble, Supplier shall submit or upload all relevant information of the Goods/Services (including prices), as the case may be in Excel spreadsheet format or directly to Noble's "e-Catalogue System". The details shall include, but are not limited to:

- a) part number;
- b) short description of each item;
- c) unit of measure;
- d) harmonized tariff schedule (HTS) code or local equivalent;
- e) physical package measurements including dimensions and weight;
- f) export controlled (Yes/No – including any needed export classification information as set out in clause 11 (Compliance) below); and
- g) lead time.

Supplier is responsible for keeping the aforesaid information updated at all times and must notify Noble without undue delay on discovery of any incorrect data. Noble will rely on Supplier's data in the Excel spreadsheet or, as the case may be, the e-Catalogue System when making a purchase under an Order (except in the case of obvious error). If Noble orders same item more than twice for 12 months period Supplier shall add this item to Excel spreadsheet.

5.3 **No other charges.** Apart from Sales Tax and Taxes (as set out below), the fees and charges shall include all costs and expenses, whether internal or external or direct or indirect incurred by Supplier in complying with the obligations set out in this Agreement or required by law.

5.4 **Invoicing.** Invoices shall be in English, addressed to Noble and include all necessary references to the specific Goods and Services provided and Noble's references including Noble's name, contact person and department, Order number, place of delivery, quantity and description of the Goods or Services (in the same sequence as in the Order). With regards to taxes each invoice shall show (i) the governing Sales

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- Tax rate applicable to the charges being invoiced; (ii) the tax registration number of Supplier; and (iii) the tax registration number of Noble.
- 5.5 Due payment and non-payment.** Payment shall, unless otherwise stipulated in an Order, be due and payable current month plus sixty (+60) days from Noble's receipt of complete and correct invoice at the address stated in the Order to be issued, as applicable, after Delivery of Goods in accordance with clause 6 herein or completion of Services. In the event Noble has not received an invoice, in whole or in part, for the Goods or Services under an Order at the address stated in the Order 180 (one-hundred and eighty) days after the delivery of the Goods or completion of the Services, such Goods or Services shall not qualify for invoicing and any such invoice presented shall not be payable. Noble may, in good faith, dispute any portion of an invoice, including as to whether the Work meets the requirements of the Order, by providing Supplier with written notice identifying the basis for such dispute. Supplier shall reissue the invoice separating the disputed portions from the undisputed portions and the Parties shall discuss the disputed portion.
- 5.6 Interest on late payments** Late payments of correctly prepared and supported invoices hereunder shall incur a finance charge computed at a "periodic rate" equal to the applicable prime rate as published in the Wall Street Journal plus two and a half percent (2.5%) per annum ("Late Payment Rate"). Interest charges on late payments are billed monthly and due upon receipt of invoice. The payment of interest unaccompanied by payment of the delinquent invoice shall not excuse or cure any breach or delay in such payment. Any partial payments received on past due invoices shall be applied first to the payment of finance charges due and then to the oldest past due invoices.
- 5.7 Sales Tax.** All prices and rates contained in this Agreement are exclusive of sales tax such as VAT, GST, etc. but inclusive of all other taxes, withholding taxes, duties and charges including, but not limited to, corporate income taxes, individual taxes and other social contributions (labour law taxes). Notwithstanding anything else herein to the contrary, Noble may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local corporate, income, employment, or any other taxes or duties as may be required to be withheld pursuant to any applicable law or regulation, determined by Noble in its sole discretion exercised in good faith. Supplier acknowledges that it may have tax obligations outside of its state of residence or incorporation or the state from where it operates, including specific tax reporting or filing obligations. It is the liability of Supplier to ensure that all relevant documentation requirement related to sales tax are met. If Noble and Supplier are in dispute in respect to the sales tax liability to be applied to the Agreement, the Parties shall promptly apply for a written opinion from the appropriate Tax Authorities on the supplies made under the Agreement. The opinion of the appropriate authorities shall bind both Parties. Each party is to cover its own cost related to the opinion.
- 5.8 Tax.** Each Party is responsible for all other taxes (including, but not limited to, taxes based upon its in-come) or levies imposed on it under applicable laws, regulations and tax treaties as a result of any contract and any payments hereunder. In the event that a withholding tax or similar tax, including any advance tax, is payable, Noble will be entitled to deduct the withholding tax or similar tax from the payment relating to Supplier as required under applicable laws, regulations and tax treaties. Supplier will indemnify and hold Noble harmless against all claims by any tax authority for any underpayment of withholding tax or similar tax including advance tax, penalties and interest.
- 5.9 Form RF-1199 (applicable for delivery of Goods and/or Services in Norway and/or on the Norwegian continental shelf and/or when Noble is a Norwegian entity).** Supplier warrants that it is familiar with the Norwegian Assessment Act (*Skatteforvaltingsloven*) of 27 May 2016 no. 14, in particular paragraph 7-6 of the Act, with appurtenant regulations passed by the Ministry of Finance, concerning the duty to report on employees and companies resident abroad who are given assignments on the Norwegian continental shelf and/or in Norway. Noble will furnish the relevant RF-1199 and submit it to the Norwegian Tax Authorities. A copy will be sent to Supplier only if electronic reporting is not possible. Supplier warrants that it will send a written notification to the Noble entity before Supplier's own employees and any Sub-Suppliers commence work on the Norwegian continental shelf and/or in Norway under the Agreement and/or Order. Supplier shall furnish all other required information to the Norwegian Tax Authorities concerning Supplier's own employees (RF-1198) and any Sub-Suppliers (RF-1199) as soon as possible after the Agreement and/or Order has been awarded and no later than 14 – fourteen – days after the work on the Norwegian continental shelf and/or in Norway has commenced. Any changes to the Agreement and/or Order shall be reported by Supplier no later than 14 days after the changes have occurred. A copy of Supplier's reporting of own employees and any Sub-Suppliers is to be sent to the Noble entity upon request.
- Additional requirements for the provision of personnel.** For foreign resident employees who are not employed by Norwegian registered companies, the Noble entity can request a copy of their tax statements every other month, the remittance forms which have been sent to the Norwegian Tax Authorities as well as copies of bank or postal account receipt for paid taxes. If requested, these copies shall be with the Noble entity within the 30th of the month when payments have been made. If the copies are not received in time, payments due to Supplier will be withheld. The information in such documents will be handled confidentially and shall be sent directly to the Noble entity. For foreign resident employees employed by Norwegian registered companies, the Noble entity can request a statement from a certified public accountant comprising all conditions of all foreign resident employees' salaries and benefits, including a statement that, as far as the accountant knows, there exists no non-declared benefits chargeable with tax. If requested, the statement shall list all individuals involved and shall be forwarded at least yearly, in addition to when an employee takes up or leaves a position with Supplier.
- 5.10 Right to set off payment.** Noble reserves the right to i) set off payments against any liability or amount validly in dispute or owed to Noble by Supplier and/or ii) withhold sufficient amounts to protect Noble from any claim or liabilities incurred or to be incurred by Noble as a result of Supplier's failure to comply with this Agreement.
- 5.11 Quarantine period.** If Supplier Group personnel is subject to quarantine, due to i) local regulations, ii) showing symptoms of COVID19 (and/or any other similar disorder, epidemic or pandemic), or iii) Noble's instruction to do so as a preventive measurement, Noble shall as the sole compensation in relation to such quarantine pay unless otherwise agreed 50% of the daily or hourly rate for standby (if no standby rate then the operating rate), as for the quarantine period, however for no longer than 14 calendar days. Noble will, unless otherwise agreed, arrange and pay for board and lodging for the quarantine period. Where Supplier arranges quarantine, Noble will reimburse all reasonable costs in relation to board and lodging for the quarantine period at cost and subject to Supplier submitting documentation to Noble's satisfaction. Supplier is not entitled to any other fee and/or compensation for any period of quarantine. Notwithstanding the previous no compensation of any kind shall be paid for quarantine periods i) in connection with Supplier's demobilisation, ii) where Supplier's personnel have failed to comply with health and safety regulation, or iii) where the Work is performed in Supplier personnel's country of origin or residence.
- ## 6 Delivery, Title and Risk
- 6.1 Delivery.** Goods shall be delivered at the Point of Delivery on the Delivery Date in accordance with the Delivery Term all as specified in the Order along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other relevant documentation.
- 6.2 Incoterms.** Unless otherwise provided in an Order, delivery terms for Goods shall be DDP (Incoterms 2020) (as Delivery Term) at the Facilities (as Point of Delivery) and on the date stated in the Order with all necessary customs invoices and delivery notes (issued in duplicates in English), advice notes, bills of lading and other documents ordinarily accompanying such Goods. Supplier has an obligation to insure the full value of the Goods, regardless of Incoterms rules agreed. If the Delivery Term conflicts with any other provision of an Order, the latter shall prevail.
- 6.3 Services.** Services shall be provided at the delivery point (Point of Delivery) and on the date(s) as specified in the Order.
- 6.4 Complete delivery.** Unless otherwise provided in the Order, delivery shall not be deemed to have taken place until the Goods and/or Services have been received in full and in conformance with the timeline and milestones set out in the Order and with all certificates of approval, test certificates and other certification or necessary documentation required according to this Agreement or at law.
- 6.5 Title and risk.** Without prejudice to Noble's rights and remedies herein, i) title and risk for the Goods shall pass to Noble upon, and Supplier remains fully responsible for all Goods until, confirmed delivery, and ii) title and risk of the Deliverables shall pass to Noble upon approved completion of the Services, unless otherwise provided in the Order. Supplier remains responsible for all goods, equipment or material leased to Noble as part of its Services.

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### 7 Suspension and Termination

7.1 **Suspension.** Noble shall have the right, by notice (including verbal instruction) to Supplier, to suspend the Work or any part thereof to the extent detailed in the notice, for any of the following reasons: (a) in the event of a default on the part of Supplier; or (b) in the event that suspension is necessary, for reasons caused by Supplier, for the proper execution or safety of the Work, property or persons or a risk to the environment; or (c) for the convenience of Noble.

Upon receipt of any such notice, Supplier shall, unless instructed otherwise: (i) discontinue the Work or the part of the Work detailed in the notice, on the date and to the extent specified; (ii) properly protect and secure the Work as required by Noble; (iii) take all reasonable measures to minimize the costs, expenses and losses of Noble and Supplier; (iv) promptly make every reasonable effort to obtain suspension upon terms satisfactory to Noble of all outstanding orders and subcontracts to the extent they relate to the execution of the portion of the Work suspended; (v) and continue to perform all unsuspended parts of the Work.

Supplier shall be liable for and bear all its own costs incurred as a result of suspension pursuant to clauses 7.1 (a) (Suspension) 7.1 (b) (Suspension) and shall not be entitled to any extension allowance of time or to any payment whatsoever arising out of or in connection with such suspension.

7.2 **Termination.** Noble may terminate the Agreement for convenience upon seven (7) days prior written notice to Supplier. Noble shall pay Supplier in accordance with clause 5.5 upon receipt of Supplier's invoice of actual and substantiated costs incurred for (1) any applicable amounts for Work properly performed to date in accordance with the rates and prices in the Order, (2) reasonable and substantiated costs incurred by Supplier on or prior to the date of such termination for convenience, including substantiated cost of all commitments entered into prior to or as a result of any such termination and costs incurred to protect the Work. In no event shall Supplier Noble be entitled to be paid prospectively for Work not performed or provided by reason of such termination, nor shall Supplier be entitled to any other compensation or damages for Consequential Loss incurred as a result of such termination.

Without limiting or affecting any other right or remedy available to it at law or in equity, Noble may terminate the Agreement with immediate effect by giving written notice to Supplier if:

- a) Supplier commits a material breach of any of the provisions of the Agreement and such breach is not capable of remedy or, where capable of remedy and following receipt of a notice from Noble, Supplier does not immediately commence and thereafter continuously proceed with action satisfactory to Noble to remedy such breach and in any event does not remedy the same within seven (7) days from receipt of such notice; or
- b) there is a change of control of Supplier; or
- c) filing of a voluntary or involuntary petition in bankruptcy, confession of insolvency, or any assignment for the benefit of creditors; or
- d) Supplier commits a breach of clauses 4.4 f), g), i) (Supplier's responsibilities. Services) and clause 11 (Compliance) and clause 12 (Responsible Procurement).

7.3 **Total loss.** In the event that the Rig becomes a total loss (which includes a constructive, arranged and/or comprised total loss as well as loss due to expropriation) this Agreement shall automatically be considered terminated without notice as from the moment of the incident directly leading to the total loss occurred and except for Noble's obligation to pay Supplier any amounts due to for Goods and Services performed prior to the termination neither Party shall have any claim whatsoever towards the other in connection with the termination.

### 8 Packing, Marking, Storage and Documentation

8.1 **Packing requirements.** Unless it is set out differently in an Order, all Goods delivered (including each successive deliveries) shall be packed in non-wooden packaging, presented with a "Non-wooden Packaging Declaration" or alternatively approved wooden packaging, i.e. bark-free and heat or fume-treated carrying an official certificate from the exporting Government approving the above treatment. In case above requirements are not complied with Noble has the right to reject the delivery or re-package the Goods at Supplier's expense. All Goods shall be delivered in a secure and appropriate packing suitable for domestic or overseas transport with

due consideration to the generic nature and composition of the Goods supplied. Each Order must be clearly marked and packed separately to ensure proper registration and receipt. Supplier is allowed to pack several Orders on the same pallet, as long as each Order is packed in its own package. Pallets containing packages for several Orders shall be labelled with an A4 sized sign "Mixed Pallet" or "Split Pallet". Supplier must pack multiple packages for a single Order on the same pallet. Supplier may not split a purchase order with multiple packages over several pallets unless the Order is so large that it fills one pallet and needs to be packed on a second pallet. Supplier shall otherwise follow any reasonable handling and packing instructions.

8.2 **Marking.** Each delivery shall be clearly marked with Noble's name and address, Noble's Order number, place of delivery, consignee and "Ship's spares in transit" or other relevant identifying description on the exterior of the package(s) and be included in the documentation. Restricted articles must be marked and packed according to the IMO/IATA/ADR/RID rules and regulations in force at the time of delivery. Likewise, all documents/certificates prescribed in IMO/IATA/ADR/RID must accompany the Goods but should not be enclosed in the package(s).

8.3 **Storage.** Upon request of Noble, Supplier shall store free of charge for Noble the result of Works (deliverables) or the Goods and the other materials or equipment related to this Order for a period of at least one (1) month under its custody and care and its expense, carrying out any activity for preservation, if necessary, in its workshop or in those of third parties to be advised to Noble for approval. Should Noble require longer storage term, the cost of storage shall be discussed between the Parties and subject to a Variation Order.

8.4 **Documentation.** Delivery of Goods and Services shall be accompanied by appropriate documentation detailing the Work including but not limited to the name of Noble Company issuing the Order, Rig, Order number, quantity, unit of measure, description, manufacturer, manufacturer part number, unit price, line price, total price, country of origin and 10 digit harmonized tariff schedule ("HTS") classification number or local equivalent.

### 9 Hazardous Substances

9.1 **Registration requirement.** If a Supplier delivers hazardous substances, Supplier shall provide the necessary documentation (including HOCNF) in line with applicable regulations, within 14 days. A Safety Data Sheet ("SDS") shall be delivered by Supplier to Noble together with the delivery taking place; and any other relevant documents as required by the applicable conventions and regulations. Supplier shall also send a PDF copy of such SDS to [jmd-chemicals@noblecorp.com](mailto:jmd-chemicals@noblecorp.com) written in English prior to each first-time delivery and subsequently after each revision.

9.2 **Instructions.** All hazardous substances delivered shall be accompanied by easily understandable instructions (SDS and Product Data Sheet) in English or any local language (subject to the local regulatory requirements) and a dangerous Goods declaration or a marine pollutants declaration, as applicable as required by the U.K. Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations.

9.3 **Compliance.** The SDS shall comply with applicable EU and US legislations and/or any other relevant applicable local regulations. Supplier shall update the SDS continuously and minimum once a year to confirm the validity. This shall be communicated to [jmd-chemicals@noblecorp.com](mailto:jmd-chemicals@noblecorp.com).

9.4 **Innovation.** Supplier shall stay up-to-date with the development and ensure that hazardous ingredients are replaced by less hazardous ones where technically possible to comply with the goals to substitute hazardous substances on-board ships. Supplier undertakes not to utilize hazardous ingredients if they can be substituted by a substance which is not hazardous, less hazardous or less noxious than the one being used.

9.5 **Costs.** Supplier Costs in connection with preparation of the SDS as described above shall be for Supplier's account.

### 10 Prohibition and Control of Hazardous Materials as per EU SRR and IMO Hong Kong

10.1 The below mentioned regulations prohibit and control the use of certain hazardous materials on board existing vessels, rigs and new-builds: (a) Regulation (EU) No 1257/2013 of the European Parliament and of the Council of 20 November 2013 (EU Ship Recycling Regulation, EU SRR); (b) Hong Kong International Convention for The Safe and Environmentally Sound Recycling of Ships, 2009 (HKS).

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- 10.2 Prohibited Materials.** Supplier shall ensure that all Goods (equipment, components, spares, materials, stores, gaskets, etc.) supplied to Noble are free of the below listed substances; as the EU SRR and HKC prohibits the use of these materials.

Prohibited Materials	Definitions
Asbestos	Materials containing asbestos
Ozone-depleting substances	<p>Controlled substances defined in Article 1(4) of the Montreal Protocol on Substances that Deplete the Ozone Layer, 1987, listed in Annexes A,B,C or E to that Protocol in force at the time of application or interpretation of this Annex.</p> <p>Ozone-depleting substances that may be found on board ships include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Halon 1211 Bromochlorodifluoromethane</li> <li>Halon 1301 Bromotrifluoromethane</li> <li>Halon 2402 1,2-Dibromo-1,1,2,2-tetra fluoroethane (also known as Halon 114B2)</li> <li>CFC-11 Trichlorofluoromethane CFC-12 Dichlorodifluoromethane</li> <li>CFC-113 1,1,2-Trichloro-1,2,2-trifluoro ethane</li> <li>CFC-114 1,2-Dichloro-1,1,2,2-tetrafluoro ethane</li> <li>CFC-115 Chloropentafluoroethane HCFC-22 Chlorodifluoromethane</li> </ul>
Polychlorinated biphenyls (PCB)	<p>'Polychlorinated biphenyls' means aromatic compounds formed in such a manner that the hydrogen atoms on the biphenyl molecule (two benzene rings bonded together by a single carbon-carbon bond) may be replaced by up to ten chlorine atoms</p> <p>(CAS No: 1763-23-1) C 8 F 17 SO 2 X (X = OH, Metal salt (O-M +), halide, amide, and other derivatives including polymers)</p> <p><i>Examples:</i> Potassium perfluoroctane sulfonate (CAS no. 2795-39-3); Lithium perfluoroctane sulfonate (CAS no. 29457-72-5); Ammonium perfluoroctanesulfonate (CAS no. 29081-56-9); diethanolammonium perfluoroctane sulfonate (CAS no. 70225-14-8); tetraethylammonium perfluoroctane sulfonate (CAS no. 56773-42-3); didecyldimethylammonium perfluoroctane sulfonate (CAS no. 251099-16-8)</p>
Perfluoroctane sulfonic acid (PFOS)	'Perfluoroctane sulfonic acid' (PFOS) means perfluoroctane sulfonic acid and its derivatives.
Anti-fouling compounds and systems	Anti-fouling compounds and systems regulated under Annex I to the International Convention on the Control of Harmful Anti-fouling Systems on Ships, 2001 (AFS Convention) in force at the time of application or interpretation of this Annex.

- 10.3 Hazardous Materials.** Supplier shall identify and declare the presence of hazardous materials mentioned below in all Goods (equipment, components, spares, materials, stores, gaskets etc.) supplied to Noble.

	Hazardous Materials	Threshold values
1	Cadmium and Cadmium Compounds	100 mg/kg
2	Hexavalent Chromium and Hexavalent Chromium Compounds	1000 mg/kg
3	Lead and Lead Compounds	1000 mg/kg
4	Mercury and Mercury Compounds	1000 mg/kg
5	Polybrominated Biphenyl (PBBs)	50 mg/kg
6	Polybrominated Diphenyl Ethers (PBDEs)	1000 mg/kg
7	Polychlorinated Naphthalenes (more than 3 chlorine atoms)	50 mg/kg
8	Radioactive Substances	No threshold value
9	Certain Shortchain Chlorinated Paraffins (Alkanes, C10-C13, chloro)	1%

10	Brominated Flame Retardant (HBCDD) EC No: 221-695-9, 247-148-4, CAS No: 3194-55-6 25637-99-4; alpha-hexabromocyclododecane, CAS No: 134237-50-6; beta-hexabromocyclododecane, CAS No: 134237-51-7; gamma-hexabromocyclododecane, CAS No: 134237-52-8	100 (0.01%)	mg/kg
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- 10.4 Hazardous Documentation.** Upon request by Noble; Supplier shall provide two documents, (i) Supplier's Declaration of Conformity (SDoC) and (ii) Material Declaration (MD) for Goods (equipment, components, spares, materials, stores, gaskets, etc.) supplied to Noble as per IMO guidelines. Costs related to this will be borne by Supplier.

- 10.5 Hazardous Compliance.** Supplier shall comply with all International laws, rules, regulations, orders, conventions directives or ordinances in force from time to time which specifically refer to the prohibited and hazardous materials in the EU SRR / HKC.

With reference to this clause, if Noble identifies or is made aware of, at any time of a non-compliant Goods delivered by a Supplier; then Noble may, without prejudice to any other rights or remedies which it may have, by written notice specifying the non-compliance, require Supplier to carry out all work necessary at Supplier's cost to replace the non-compliant Goods with compliant Goods. Noble may require immediate delivery i.e. via the fastest reasonable (as determined at Noble's sole discretion) means of transportation available at the cost of Supplier (airfreight included).

Supplier shall carry out the re-delivery of the "Prohibited material free replacement Goods" immediately following Noble's request or at such other time as required by Noble to comply with Noble's operational requirements. If Supplier is unable to deliver the replacement compliant Goods immediately; Noble may, but is not obligated to, procure complying Goods from an alternate source. Noble shall notify Supplier in such cases and shall be entitled to recover from Supplier all additional costs reasonably incurred by Noble as a direct result of such alternate procurement. Supplier will bear all the cost of removal of non-conforming Goods from Noble's location, following the relevant regulation for removal of the prohibited material.

- 10.6 Hazardous Costs.** All costs incurred with relation to the compliance and non-compliance of Hazardous Compliance clause shall be for the sole account of Supplier. Supplier shall indemnify and hold Noble harmless from all fines, penalties and all associated costs and expenses arising out of or resulting from the violation by Supplier of any of its obligations under this clause.

- 10.7 Hazardous Audit.** Noble shall at all times have the right to audit and take and analyse samples if Noble believes there are reasons to do so. The cost hereof shall be borne by Noble, however in case such audit uncovers non-compliance with this clause and any regulatory requirements, Supplier shall be liable for the complete cost of the audit.

- 10.8 Hazardous Liability.** Notwithstanding anything otherwise agreed between the Parties, the Supplier's obligations under this clause are not subject to any limitations, whatsoever, under this Agreement or Order and shall survive any agreed warranty period.

### 11 Compliance

- 11.1 General compliance.** Supplier shall, and shall ensure that Supplier Group shall, at all times act in a manner consistent with the Noble's Health, Safety, and Environmental Stewardship found at [www.noblecorp.com/our-company/health-safety-and-environment](http://www.noblecorp.com/our-company/health-safety-and-environment). Furthermore, Supplier shall, and shall ensure that Supplier Group shall, comply with all national and international laws, rules, regulations, orders, conventions and ordinances in force from time to time and applicable to the delivery of Goods or performance of Services and/or relate to the provision, licensing, approval or certification of the Goods or Services, including but not limited to those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub-contractor selection, discrimination, data protection and privacy.

- 11.2 Foreign Trade Controls and Sanctions.** Supplier shall, and shall ensure that Supplier Group shall, comply with all trade, economic and financial sanctions and embargoes and all laws, regulations and orders directly or indirectly applicable to

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the Work including, but not limited to, those imposed by the United States ("U.S."), the United Kingdom ("UK") and the European Union ("EU") and any EU member state, including for the avoidance of doubt all applicable regulations governing the export and re-export of goods, software and technology ("Foreign Trade Controls"). Supplier warrants hereby that no member of Supplier Group is subject to any sanction, prohibition, restriction or designation that would cause the provision of the Goods and Services to be unlawful further to any applicable Foreign Trade Controls. To the extent any goods, software and/or technology ("Items") supplied by Supplier to Noble are subject to any such Foreign Trade Controls, Supplier shall without delay and in a form satisfactory to Noble provide the specific export/re-export classification of each of the Items, including, but not limited to, the U.S. export control classification number ("ECCN"), EU dual use classification, and/or other relevant means of classification for Items restricted under applicable Foreign Trade Controls, including for the avoidance of doubt those applicable to Items subject to military export controls.

**11.3 Anti-Corruption.** As regards this agreement each Party (i) shall comply with all applicable anti-corruption laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, as amended or updated from time to time; and (ii) undertakes and warrants to the other Party that it and its officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting directly or indirectly on its behalf, shall not, directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value (including facilitation payments) to any person or any entity for the purpose of (i) securing any improper advantage for Supplier or Noble, (ii) inducing or influencing a Public Official improperly to take action or refrain from taking action in order for either Supplier or Noble to obtain or retain business, or to secure the direction of business to either Supplier or Noble; or (iii) inducing or influencing a Public Official to use his/her influence with any Government Authority or public international organization for such purpose.

**11.4 Anti-Tax Evasion.** Each Party represents, warrants and undertakes that it nor its Affiliates shall commit a UK tax evasion facilitation offence under section 45 or 46 of the UK Criminal Finances Act 2017 ("the Act") in connection with or attributable to this Agreement or the transactions contemplated hereby. Each Party shall promptly report to the other Party any apparent breach of the Act and shall (i) answer, in reasonable detail, any written or oral inquiry from the other Party related to its and its Affiliates compliance with the Act, (ii) facilitate the interview of employees of such Party by the other Party (or any agent of such Party) at any reasonable time specified by the inquiring Party related to such Party's compliance with the Act and (iii) co-operate with the inquiring Party and/or any governmental authority in relation to any investigation relating to the matters referred to in the Act, in all cases, as reasonably required to enable that other Party to comply with its undertaking in compliance with the Act.

**11.5 Costs.** All costs incurred in complying with this clause 11 (Compliance) shall be for the sole account of Supplier and Supplier shall indemnify and hold Noble harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this clause 11. Noble shall have the right to undertake or to appoint at its own cost, charge and expense a designated representative to audit and verify Supplier's compliance with this clause 11.

### 12 Responsible Procurement

**12.1 Supplier Pre-Qualification and Management System.** Buyer requires Supplier to be registered and maintained under its compulsory supplier management program at its own cost whereby Supplier shall be pre-qualified by a third-party service provider prior to working on board our Rigs. The objective of this is to ensure that the Supplier demonstrates its commitment to appropriate safety plans, safety performance, industry best practices and established training programs that meet operational regulatory requirements.

**12.2 Code of Conduct.** Supplier shall respect and commit to implementing the principles of Noble's Code of Conduct as amended from time to time and found <https://noblecorp.com/investors/corporate-governance/governance-documents/default.aspx> or alternatively an internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as but not limited to United Nations Global Compact (UNGCR), and Supplier agrees to accommodate any potential audit by Noble in order to verify the same.

**12.3 Human Rights.** Supplier and its Affiliates, contractors, subcontractors, and suppliers shall ensure fair treatment of all employees consistent with the principles of the United Nations Guiding Principles on Business and Human Rights (2011).

### 13 Force Majeure

**13.1** A Party shall not be responsible for any failure to fulfil any term or condition of the Order caused by an unforeseen, extraordinary and serious event (not including economic hardship or adverse weather conditions, except for extraordinary weather conditions) not within its control and not caused by its default or error and which it could not reasonably have provided against by exercising due diligence and/or applying reasonable additional resources. If such event continues for 30 (thirty) consecutive days, Noble may terminate the Agreement and neither Party shall have any further claim against the other, except to the extent that delivery of Goods has been made in accordance with clause 6 and/or Services have been completed under the Agreement, where Noble shall pay Supplier a fair value of the delivered Goods and/or Services in accordance with the Agreement and as agreed between the Parties. The Party invoking force majeure shall, as soon as possible, notify the other Party hereof in writing and take all reasonable steps to overcome or mitigate the impact of force majeure event.

### 14 Right to Audit

**14.1** Noble shall have the right, at its own expense and discretion, and no more than once a year (unless circumstances warrant additional audits as described below) to conduct a quality audit of the production, processes, quality and other relevant performance of Supplier upon at least five (5) days prior written notice of the date of such intended audit to Supplier. During such audit, Supplier shall grant Noble's representative necessary access to and cooperate with the reasonable requests of the Noble's representative related to such audit which Noble shall keep confidential from unrelated parties. Noble shall not be accounted for costs occurring to Supplier's own personnel regarding such audit. Notwithstanding the foregoing, the parties agree that Noble may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of claims of misappropriations, fraud, corruption or business irregularities of a potentially criminal nature or (iii) Supplier reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Noble's business.

### 15 Intellectual Property Rights

**15.1 Intellectual Property rights.** All Intellectual Property Rights, pertaining to and in the Agreement and any Order, including any and all rights in and to Goods, documentation, data, designs, drawings, inventions, discoveries, specifications, recordings, results, reports and any other documentation developed or made for the purpose of performance of the Agreement and/or any Order, whether written, computerised, photographic or otherwise or documentation, data or any other Deliverables and materials specifically developed by Supplier to fulfil the Agreement shall vest in Noble upon creation, regardless of the requirement to patent or register such Intellectual Property Rights or not. Supplier hereby irrevocably assigns to Noble by way of present and future assignment (as applicable) its whole right, title and interest in and to such Intellectual Property Rights free from all liens, charges and encumbrances at no cost to Noble and without imposing further conditions with the intent that the same shall vest in Noble immediately or, in the case of Goods, documentation, data or other Deliverables not yet in existence that the Intellectual Property Rights shall so vest immediately upon coming into existence.

**15.2** All Noble Materials and any Intellectual Property Rights pertaining hereto, shall at all time remain vested with Noble, whether such Noble Materials are in the possession of Supplier or not.

**15.3** All originals and copies of the designs, drawings, inventions, discoveries, specifications, recordings, results, reports and any other documentation developed or made for the purpose of performance of the Agreement and/or Order, whether written, computerised, photographic or otherwise shall be submitted to Noble upon completion and/or termination of the Agreement and/or the relevant Order.

**15.4** For any and all Intellectual Property Rights, which are to be transferred by Supplier to Noble subject to the this clause 15 (Intellectual Property Rights), Supplier grants to Noble Group a worldwide, royalty free, perpetual, irrevocable, sublicensable, transferable and exclusive license to use any and all Goods, data, Services and any other Deliverable, to the extent necessary for Noble Group to enjoy full benefit of the Goods, data and Services and any other Deliverables for such purpose as intended under this Agreement until such Intellectual Property Rights are transferred to Noble.

**15.5** Notwithstanding anything mentioned hereinabove, for any other Intellectual Property Rights, which are not developed or made for the purpose of the

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performance of the Agreement and/or any Order, as set forth in this clause 15 (Intellectual Property Rights), Supplier grants to Noble Group a worldwide, royalty free, irrevocable, transferable, sublicensable and non-exclusive license to Noble for Noble's use of any and all Intellectual Property Rights pertaining hereto to the extent necessary, subject to the Agreement and/or Order, for Noble Group to enjoy full benefit and enjoyment of such Intellectual Property Rights.

### 16 Confidentiality and Reference

**16.1 Supplier's Duty of Confidentiality.** Supplier shall, and shall procure that the other members of Supplier Group, shall, keep confidential (i) all information about Noble Group's business and operations of which they obtain knowledge in connection with the performance of Work; (ii) all data relating to the operation, performance and usage of property owned, hired, leased by or licensed to Noble Group and (iii) all Noble Data. Except as provided hereunder, Supplier Group shall not use, reproduce or copy any of the foregoing except for purposes of performing the Work and shall not divulge any of it to any other member of Supplier Group or Third Party without Noble's prior written consent, unless such data and information:

- a) is part of the public domain; or
- b) was in the possession of Supplier Group prior to award of an Order and was not subject to any obligation of confidentiality owed to Noble; or
- c) was received from a Third Party whose possession is lawful and who is under no obligation not to disclose; or
- d) is required to be disclosed in order to comply with the requirements of applicable law or of any relevant stock exchange, provided Supplier shall agree such disclosure with Noble in advance if it is lawful to do so; or
- e) is required to be disclosed to another member of Supplier Group for performance of the Work, provided a similar undertaking of confidentiality is obtained from such member.

Supplier must ensure that any Person to whom it discloses data to which clause 16.1 (Confidentiality) applies is aware of the terms of this clause 16 and complies with its terms as if it were Supplier. Supplier is responsible for any breach of this clause 16.1 by any member of Supplier Group.

Except as required by applicable law, Supplier shall not make (and shall procure that members of Supplier Group shall not make) any publicity releases or announcements concerning an Order without Noble's prior written consent. In the case of publicity releases or announcements which are required by applicable law, Supplier shall notify Noble of the timing and content of these not less than seventy-two (72) hours prior to their disclosure.

**16.2 Noble's Duty of Confidentiality.** Except for Supplier's pricing, identified trade secrets and software source code, which shall always be treated as confidential, all information provided by Supplier that Supplier wishes to remain confidential shall be clearly marked as confidential. In respect of such confidential information, Noble shall be entitled to (i) disclose to and authorise use by Noble Group and by Noble's professional advisers who have a need to know the same in connection with an Order; (ii) disclose pursuant to the requirements of applicable law or of any relevant stock exchange; and (iii) disclose to and authorise use by Third Parties to the extent necessary under an Order.

The provisions of this clause 16.2 numbers (i) to (iii) (Noble's Duty of Confidentiality) shall not apply to information that vests in Noble in accordance with an Order or is used or disclosed five (5) years or more after completion of the Work or the expiry or termination of an Order, whichever is the earlier.

**16.3 Reference and advertising.** Supplier is not permitted without prior written consent from Noble, to use Noble's name or any commercial relationship with Noble or a company associated with Noble for the purpose of advertising or as a reference.

### 17 Warranties

**17.1 Supplier's warranties.** Supplier warrants and undertakes that (i) the Goods shall (a) be new, of good quality, free from defects in design, material and workmanship and fit for the purposes as specified in the Order, including complying with any applicable regulations, specifications, and applicable standards, (b) to the extent subject to a shelf life, have sufficient shelf life remaining to satisfy the requirements of the Order, (c) be free from all liens, charges, encumbrances and retention of title claims (ii) the Services are provided with all reasonable skill, care and diligence including in accordance with market standards and first class professional practices

or such other level of standards agreed between the Parties, (iii) relevant spare parts and/or associated services for Goods will be available for a minimum of 10 years from delivery of the relevant Goods delivered under the Agreement (this obligation shall survive any termination hereof and be subject to the terms and conditions of the Agreement), (iv) the Goods and/or Services or any rights conferred to Noble pursuant to this Agreement do not infringe the rights of any third party, including intellectual property rights, (v) the Work provided complies with applicable laws and regulations and the compliance requirements set out in clause 11 (Compliance) and clause 12 (Responsible Procurement); and (vi) the Work will be provided in accordance with the provisions of the Order, including any specifications therein.

**17.2 Warranty period.** The Goods and Services delivered shall comply with the warranties and undertakings set forth above for i) 18 (eighteen) months from the date of complete delivery of Goods that are in compliance with the Agreement or 12 months from the Goods first commercial use, whichever occurs first and ii) 12 (twelve) months from completion of the Services in compliance with the Agreement. No time limit shall apply to warranties relating to third party rights, cf. clause 17.1 (iv), and compliance with rules, cf. clause 17.1 (v) (Supplier's warranties).

**17.3 Extension of warranty.** Following Supplier's remedy of a defect in Goods and/or Services, as the case may be, the warranty period shall be extended for a period not to exceed six (6) months after the applicable remedy but in no event less than the balance of the original warranty period nor longer than a period of twelve (12) months calculated from the end of the original warranty period.

### 18 Remedies

**18.1 Occurrence of Delay.** The Work shall be performed in a timely manner. Supplier shall promptly notify Noble if the Work is delayed or projected to be delayed. Such notice shall include the reasons for such delay and Supplier's proposal for acceleration of the progress of the Work to achieve the original completion date. Costs for acceleration shall be borne by Supplier.

**18.2 Occurrence of Defect.** A defect shall be deemed to exist in relation to the Goods or Services if they are defective under the general principles of English law or if: (i) the Goods or Services fail to meet the requirements set out in the Agreement and Order, (ii) Supplier is in breach of a service level, or (iii) the Goods or Services breach Supplier's warranties as set out in clause 17 (Warranties).

**18.3 Proportionate reduction.** Noble shall be entitled to a proportionate reduction of the price and/or the fees payable for the Goods and/or Services where they are defective and Supplier shall pay, or deduct a proportionate amount from such agreed price or fees which Noble has paid or shall pay in respect of that defective part of those Goods and/or Services with due consideration to the actual reduction in their value and benefit to Noble.

**18.4 Remedial work on breach of warranty.** If Supplier is notified of a warranty claim within the Warranty Period, Supplier shall promptly perform all corrective measures which are necessary to remedy any defects arising from any breach of warranty. All costs and expenses incidental to remedying defects incurred by Supplier will be for the sole account of Supplier.

**18.5 Step-in right.** If in Noble's reasonable opinion, the timing or impact of the corrective measures will be prejudicial to its interests or if Supplier fails to promptly correct or replace any defective Goods or reperform defective Services in accordance with its obligations, Noble may, subject to informing Supplier in writing and allowing 24 (twenty four) hours for Supplier to propose an alternative solution acceptable to Noble, undertake Supplier's responsibilities for such corrective measures, including engaging a third party to carry out such remedial work. Noble may either deduct from any amount due to Supplier or recover from Supplier all costs reasonably incurred by Noble in undertaking the corrective measures.

### 19 Indemnity

**19.1 Supplier's Indemnification.** Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Noble Group from and against any and all Claims in respect of:

- a) loss of, recovery of or damage to property of Supplier Group whether owned, hired, leased or otherwise provided by Supplier Group (including any property which is leased by Noble from Supplier under an Agreement and for any Goods where risk has not passed to Noble); and

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- b) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is a member of Supplier Group;
  - c) personal injury including death and any form of illness and disease whatsoever (mental, physical or otherwise) or loss of or damage to the property of any Third Party to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier Group; and
  - d) Consequential Loss suffered by a member of Supplier Group
- arising from, relating to or in connection with the Agreement.
- 19.2 **Noble's Indemnification.** Noble shall be responsible for and shall save, indemnify, defend and hold harmless Supplier Group from and against any and all Claims in respect of:
- a) loss of, recovery of or damage to property of Noble Group whether owned, hired or leased by Noble Group (excluding any property which is leased by Noble from Supplier under an Agreement and for any Goods where risk has not passed to Noble); and
  - b) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is a member of Noble Group;
  - c) personal injury including death or any form of illness and disease whatsoever (mental, physical or otherwise) or loss of or damage to the property of any Third Party to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of Noble Group; and
  - d) Consequential Loss suffered by a member of Noble Group
- arising from, relating to or in connection with the Agreement.
- 19.3 **Pollution by Supplier.** Notwithstanding the provisions of clause 19.2 c) and except as provided by clause 19.2 a) and 19.2 b) (Noble's Indemnification) Supplier shall save, indemnify, defend and hold harmless Noble Group from and against any and all Claims of whatever nature (including but not limited to cleaning up costs and any Claims brought by any Third Parties) arising from pollution and/or contamination occurring on the premises of Supplier Group or originating from the property and equipment of Supplier Group (including, but not limited to, any rentals or leased equipment provided hereunder and any marine vessels) arising from, relating to or in connection with the Agreement.
- 19.4 **Pollution by Noble.** Notwithstanding the provisions of clause 19.1 c) and except as provided by clause 19.1 a) and 19.1 b) (Supplier's Indemnification), Noble shall save, indemnify, defend and hold harmless Supplier Group from and against any and all Claims of whatever nature arising from pollution and/or contamination occurring on the premises of Noble Group or originating from the property and equipment of Noble Group arising from, relating to or in connection with the performance of the Agreement.
- 19.5 **Intellectual property indemnity.** Supplier shall defend, indemnify and hold harmless Noble Group from and against all Claims resulting from any proceeding brought against a member of Noble Group based on a claim that any of the Goods or Services, or their use, infringes any patent or other intellectual property right of a third party. If the use of any such Goods or Services as intended by Supplier is prohibited, Supplier shall at its own expense either obtain for Noble and its Group the right to continue using such Goods or Services, replace it with non-infringing goods or service, or modify it so it becomes non-infringing.
- 19.6 **Basis for indemnification.** All indemnities given under clause 19 (Indemnity) (save for 19.1 c) (Supplier's Indemnification) and 19.2 c) (Noble's Indemnification)) shall apply irrespective of cause and notwithstanding the negligence of any form or degree (whether sole, joint or concurrent), strict liability, breach of contract, breach of duty (whether statutory or otherwise), breach of representation or warranty, breach of any relevant laws or any other failure of any nature of the indemnified party or any other entity, person or party and shall apply irrespective of any Claims in tort, under contract or otherwise at law.
- 19.7 **Notification.** A Party becoming aware of any incident likely to give rise to a Claim under an indemnity under the Agreement shall promptly notify the other and the Parties shall co-operate fully in investigating the incident.
- 19.8 **Status of indemnities.** The indemnities given under the Agreement shall be full and primary and shall continue to apply for the full liability of the indemnified Party notwithstanding that the indemnified Party may be entitled to contribution thereto from any other Person.

### 20 Data

- 20.1 **Noble Data.** All Noble Data shall be and remain the sole and exclusive property of Noble or the relevant person with all right, title and interest in the same and shall not transfer to Supplier. To the extent permitted by applicable law, Supplier hereby irrevocably assigns, transfers and conveys to Noble any right, title and interest in and to Noble Data.
- 20.2 **Supplier's use of Noble Data.** Supplier is provided a non-exclusive, limited license to Noble Data for the sole and exclusive purpose of performing the Work, including a license to collect, process, store, generate, use and display such Data only to the extent necessary in providing of Work. Supplier Group shall, upon Noble's request provide to Noble all Noble Data and delete all Noble Data in Supplier Group's possession.

### 21 Limitation of Liability

- 21.1 Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of Supplier to Noble under clauses 17 and 18 shall not exceed an amount equal to two hundred percent (200%) of the Order Price for a fixed price Order or an amount equal to the total invoices issued in the twelve (12) months preceding the date on which the liability arose.

### 22 Insurance

- 22.1 **Scope of insurance coverage.** Supplier shall at its expense and for the duration of the Agreement have and maintain insurance coverage with reputable and substantial insurers in accordance with good international industry practices and applicable law, including but not limited to: Workman's Compensation/Employer's Liability; Property All Risk; General Third Party Liability including Contractual liability; Third Party and Passenger Liability insurance, including aircraft and other comprehensive automobile insurance; Professional indemnity insurance if the Work provided entail such liability; P&I and H&M insurance in respect of any marine vessel, floating equipment, craft or plant used in the Work (if any), in a Club being a member of the International Group of P&I Clubs for P&I Insurance; as well as other insurance which Supplier deems appropriate in connection with fulfilling the duties under this Agreement. Such insurance policies must include provisions whereby full coverage is afforded also offshore when the Work entails offshore activities. Supplier shall ensure coverages on the policies with minimum policy limits of USD \$5,000,000 (or local currency equivalent) per occurrence or such other amount as shall be specified in the Order. Supplier may meet these coverage requirements through a combination of primary and excess/umbrella policies. Upon request, Supplier shall provide insurance certificates in a format reasonably acceptable to Noble evidencing the required coverages.

- 22.2 **Renunciation of recourse.** To the extent of Supplier's obligations under the Agreement Supplier shall ensure that all insurances, other than Employers Liability Insurance/Workmen's Compensation, i) name Noble Group as additional insured, ii) that its insurers waive all rights of recourse including in particular any rights of subrogation against Noble Group and iii) shall be primary with respect to Noble Group. Supplier shall upon request furnish to Noble insurance certificates confirming all such insurance has been placed.

### 23 Assignment

- 23.1 **Noble's right to assign rights and obligations.** Noble is entitled to assign, subcontract or otherwise transfer its rights and obligations under the Agreement and any Order in whole or in part to any member of Noble Group. Noble shall within a reasonable time of such assignment notify Supplier in writing hereof.

- 23.2 **Supplier's right to assign rights and obligations.** Supplier shall not be entitled to assign or otherwise transfer any rights or obligations under the Agreement or any Order without the prior written consent of Noble. Any such attempted assignment shall be void.

### 24 Sub-contractors

- 24.1 **Use and liability.** Supplier shall subject to the prior written consent of Noble be entitled to use Sub-contractors in the delivery or performance of the Goods and Services. However, Supplier shall be liable for all acts and omissions of its Sub-contractors (of any tier) as if performed by Supplier itself.

# NOBLE CORPORATION

## GENERAL TERMS AND CONDITIONS | GOODS AND SERVICES

### 25 Law, Jurisdiction and Disputes

- 25.1 **Applicable law.** The Agreement and any non-contractual obligations arising out of or in connection herewith shall be governed, construed and enforced in accordance with the laws of England to the exclusion of any other law and without regard to any conflict of law principles.
- 25.2 **Disputes.** The Parties agree that all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of the Agreement shall be brought exclusively to the competent courts of England to whose jurisdiction and venue the Parties hereto irrevocably submit.

### 26 Waiver

- 26.1 **Failure to exercise a right.** The failure or delay of a Party to insist upon performance of any provision herein or part hereof or an Order or the failure or delay of a Party to exercise any right or remedy to which it is entitled shall not constitute a waiver thereof and shall not cause a diminution of the obligations created by the Agreement or Order.
- 26.2 **Subsequent defaults.** A waiver of any breach of the Agreement or Order by a Party or Noble shall not constitute a waiver of any other breach (of the same term or of any other term) of the Agreement or Order.

### 27 Entire Agreement and Miscellaneous

- 27.1 **Entire agreement.** Subject to clause 1.2 (Preamble), the Agreement together with the documents referred to in it constitute the entire agreement and understanding between the Parties of the matters dealt with in them and supersedes any previous agreement between them or the Parties to an Order notwithstanding the terms of any previous agreement or arrangement.
- 27.2 **Representations etc.** Each of the Parties acknowledges and agrees that in entering into the Agreement and any Order it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to the Agreement or any Order or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the warranties will be as provided under this Agreement for breach of warranty.
- 27.3 **Noble Group.** Any Noble and beneficiary member of Noble Group may enforce the terms of this Agreement against Supplier subject to and in accordance with the provisions of the Agreement and the Contracts (Rights of Third Parties) Act 1999. Furthermore, in the event of Noble selling or transferring the Goods/Services to any third party or beneficiary member of Noble Group entity in any *bona fide* transaction, Noble shall be entitled to assign the rights and benefits of existing warranties and other representations and covenants hereunder in favour of any such third-party Noble or beneficiary Noble Group entity. Except as provided in the foregoing, no term of the Agreement is intended to confer a benefit on or to be enforceable by any person who is not a Party to the Agreement. The Parties may by agreement rescind or vary the Agreement or any term of the Agreement without the consent of any person who has the right to enforce this Agreement or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

### 28 Survival of Agreement

- 28.1 **Survival.** Any release, indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term and condition that by its nature is intended to survive termination of this Agreement survives termination of this Agreement unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the Party giving the indemnity.