



**TEAM FURMANITE**<sup>TM</sup>

QUOTE NO. 96865 | JANUARY 11, 2017  
STUART BINKS  
OPERATIONS MANAGER  
EMAIL: SBINKS@FURMANITE.COM  
PHONE: +44 (0)7980 776361

## LEAK SEALING SERVICES

ATTENTION OF: AZUKA MBANEFO  
GEOSCAPE LIMITED

NO.2 MANUWA STREET  
S/W IKOYI  
LAGOS  
NIGERIA

Integrated Industrial Solutions. Seamless Implementation. Engineering • Inspection • Specialty Mechanical

# WHAT WE DO

We provide the value of lean efficiencies through a single-contract, integrated-services approach that yields a comprehensive Asset Life Cycle Solution. Our professional project management assures the seamless implementation of the full range of our services and products portfolio into a single solution — integrating our design, inspection, and specialty mechanical services from concept through construction, commissioning, operation, and decommissioning.

## ENGINEERING



- Process Engineering
- Civil / Structural Engineering and Design
- Mechanical / Piping Engineering and Design
- Electrical / Instrument Engineering and Design
- Automation / Controls Engineering
- Architectural Design / Building Services
- PSM Program Management
- Analysis, Design and Repair in accordance with ASME Code Requirements
- Reliability Program Support and Management
- Program Portfolio Management
- Turnaround Strategy Development & Participation
- In-Plant – Professional Staffing Services

## INSPECTION



- **Non-Destructive Testing (NDT)**
  - Traditional & Computed Radiography (RT/CRT)
  - Magnetic Particle Testing (MT)
  - Penetrant Testing (PT)
  - Ultrasonic Thickness and Flaw Detection Testing (UTT/UTF)
- **Advanced NDT Methods**
  - Tube Inspection (ET/IRIS/RFT/NFT)
  - Advanced Ultrasonics (PAUT & AUBT)
  - Time of Flight Diffraction (ToFD)
  - Electromagnetic Acoustic Emissions Testing (EMAT)
  - Alternating Current Field Measurement (ACFM)
  - Long Range Ultrasonic Testing (Guided Wave)
- **Visual Inspection**
  - API & Certified Weld Inspectors
- **Construction Inspection, QA/QC and Vendor Surveillance**
  - Construction Managers
  - Chief Inspectors
  - Environmental Inspectors
  - E&I Inspectors
  - Certified NACE & Coatings Inspectors
  - Utilities Inspectors
  - Safety Management
  - NCCER Assessment Center

## SPECIALTY MECHANICAL



- On-Line Leak Sealing
- Composite Repair Systems
- On-Site Machining
- Controlled Bolting & Tensioning
- Line Isolation and Localized Hydrostatic Weld/Nozzle Testing
- Manufacturing of Machined and Fabricated Components
- Self-Leveling Machine Technologies (SLM)
- Heat Treatment
- Hot Tapping and Line Stopping
- Cryogenic Line Freezing
- Valve Repair – Shop and Field Service
- New Valve Sales
- Trevitest® – On-line PSV Testing
- OEM Product Sales
  - SILK Machining Equipment
  - IPSCO Hot Tap Equipment
  - Wilson-Snyder Coker Switch Valves

6

continents

100+

field offices

### TeamFurmanite Limited

A company registered in England and Wales No. 238721, with registered office at Furman House, Shap Road, Kendal, Cumbria, LA9 6RU.

[www.furmanite.com](http://www.furmanite.com)



**SECTION 1 SCOPE OF WORK**

TeamFurmanite Limited will provide Leak Sealing services for the scope as outlined below. Work will take place at Chevron, Nigeria.

- **To carry out a leak sealing operation on a 1" valve plug leak at U72. Two specialist technicians to carry out the bespoke leak-seal solution using a Pipe Clip Over 1" NB Pipe.**

**SECTION 2 PRICING SCHEDULE**

Our pricing includes for the following assumptions:-

- Mobilisation to site of 2 specialist field service technicians
- Anticipated duration of 4 days
- This quote is based on our technicians working up to twelve hours per day (Monday to Friday excluding bank holidays) and completing the work within the number of days indicated above. It is also made on the understanding that our technicians will be working during normal hours on any week day; in the event you require 24-hour working then please add a 30% premium to the relevant price. For the avoidance of doubt, the number of days assigned to completing the work scope is based on the understanding that there will be no delay in performance arising from causes outside our control.
- Please note that the stated durations are an estimate only; the final invoice will be based on customer signed timesheets for all labour, equipment and materials used for the duration of the workscope. Any additional work will be charged at the appropriate rates.
- Our quoted price is based upon an exchange rate of \$1.2337 to £1 Sterling as at 11<sup>th</sup> January 2017. The exchange rate ruling for a Purchase Order Contract will be that obtained on the day of notification of order by you. Currency fluctuations within 3% either way of the above exchange rate will be borne by Furmanite i.e. at no additional cost/credit to the customer. For currency fluctuations beyond 3% either way, half of each one full per cent of fluctuation over the 3% limit will be borne by Furmanite and the other half of each one full per cent over the 3% limit will be to the customer's account.

**SECTION 3 PRICING**

Pricing is based expressly upon the scope, schedule, specifications and requirements as outlined in this quotation; any delays beyond our control, changes in scope, or work taking place outside of the pricing basis may be subject to additional charges.

DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
<b>Clamp CUK17-01-014</b>	1	2,467.40	2,467.40
<b>Return Airfare</b> - Estimated to be charges at cost +15%	2 (Est.)	2,128.00	4,256.00
<b>Visa LOI &amp; Cable Gram</b> - Estimated to be charges at cost +15%	2 (Est.)	2,128.00	4,256.00
<b>Mobilisation/demobilisation</b> – per technician per travel hour	32 (Est.)	99.74	3,191.68
<b>Technician</b> per technician per 12 hour day	8 (Est.)	1,669.50	13,356.00
<b>Hours in excess of 12-</b> per technician per hour	0	132.34	0.00
<b>Compound FSC ½ A</b> - per box	7	116.96	818.72
<b>Grand Total:</b>			<b>\$28,345.80</b>

**Consumables are FCA Furman House, Shap Road, Kendal Cumbria, LA9 6RU (Incoterms 2010) apply**  
**COSTS FOR THE CUSTOMER'S ACCOUNT**

The following items will be charged to your account:

- All travel costs, i.e. fuel, car hire (if required) for the duration of the visit at cost plus 15%
- We will require you to provide hotel accommodation, messing and subsistence for our technicians whilst in Nigeria to a standard that befits expatriate personnel. However if arranged by TeamFurmanite Limited, Accommodation, food and general living expenses for the duration of the visit at cost plus 15%
- In the event that any equipment, tools etc. need to be hand carried any associated excess baggage vouchers at cost
- The cost of packing, delivery to UK port and freight of our equipment on both the outward and return journey at cost plus 15%
- All "on site" medical treatment costs (other than routine dental or optical treatment)

**LABOUR RATES:**

- a) Please note that the labour rates quoted are subject to a minimum charging period of twelve hours per day per technician and the minimum charging period for the equipment prices shall be per working day.
- b) Daily hire of technicians is timed from date of arrival in Nigeria, to date of departure from Nigeria, both dates inclusive.
- c) Overtime rate applies to agreed hours worked in excess of the normal working day.
- d) Standby day rate applies to days or part days when our technicians are unable to work on site (either for reasons beyond our control or at your request).
- e) Travel day applies to days or part days when our technicians are in transit from the UK base to your site and return to the UK base.
- f) Our technicians will submit weekly job sheets to your site representative for signature; these sheets will record the relevant information necessary for that work to be invoiced.

**HIRE/SUPPLY OF EQUIPMENT:**

- a) The minimum charging period for our equipment is two working days.
- b) The charging period commences on the day the equipment leaves our premises and continues until it is returned to a nominated TeamFurmanite Limited base.
- c) The hire/supply of our equipment is based on the understanding that any work performed using it will be carried out by our technicians unless expressly agreed otherwise.

**SECTION 4 EXTRA DAY RATES**

We reserve the right to apply the following premium rate charges in the event that: i) the work exceeds the twelve hour working day; and/or ii) the number of days to complete the work exceeds the number of days indicated in this quote; and/or iii) the work is required to take place on a bank holiday/weekend:

- i) Overtime Rate  
As per section 3
- ii) Extra Day Rate  
As per section 3
- iii) Weekend/Bank Holiday Rate  
As per section 3

**SECTION 5 CUSTOMER TO NOTE**

- This quote is valid for acceptance up to and including thirty days from letterhead date.
- No provision has been made within our pricing for the attendance of our technicians at customer or site specific induction courses. No further charge will be levied in respect of it where such attendance is of a nominal duration and occurs at the commencement of the first chargeable working day on site as part of the initial mobilization. However, where, such attendance is of an extended duration, or involves the special or prior mobilisation of our technicians, it shall be charged for extra at the appropriate daily labour, travel, accommodation and subsistence rates. We will require confirmation from you of any such requirements prior to mobilisation.
- Our pricing is based upon the information provided at the date of the quote. We will endeavour to obtain written and signed authorization to proceed in the event that additional work or modification to the work scope is required. Any such additional work will be invoiced at standard TeamFurmanite Limited rates in excess of the price quoted including, but not limited to labour, equipment rate, accommodation and transport.
- Any delays beyond the control of TeamFurmanite Limited after mobilisation of personnel and/or equipment will be subject to appropriate additional charges, including, but not limited to labour, equipment rate, accommodation and transport. TeamFurmanite Limited will not be held liable for any direct or indirect costs howsoever incurred in the event of such delays occurring.
- A minimum charge of twelve hours per technician will be applied along with any associated equipment costs that are necessarily incurred should you cancel or postpone the work after our technicians have been mobilised to site.
- This quote is only applicable to locations where there is adequate access for our technicians and equipment, and is based on the understanding that work can be progressed continuously upon arrival of our technicians on site. Additional mobilisation and demobilisation charges will be applied if the work is not continuous. These will be charged at TeamFurmanite Limited standard rates together with charges for the associated carriage of equipment.
- Technician mobilisation – when scheduling technician travel it may be necessary for us to take advice from the foreign commonwealth office due to the current world political situation. Their advice, from time to time, may delay the mobilisation of our technicians.
- Value Added Tax (VAT) and/or withholding tax has not been included in this quotation; we reserve the right to submit an amended quotation (or invoice) for VAT and/or withholding tax if it is determined in the future that such taxes should be charged.
- Payment shall be due in full within 30 days from date of invoice without any deductions whether by way of set-off, counterclaim or otherwise unless expressly agreed in advance with TeamFurmanite Limited. Time for payment shall be of the essence. Prior to work commencing we will agree with you whether an invoice will be submitted upon completion of each section of the work scope or at the end of each month.
- This quote is subject to TeamFurmanite Limited's Conditions of Contract for the Supply of Goods and Services governing any resulting order (a copy of which is enclosed for your consideration).

**SECTION 6 CUSTOMER TO PROVIDE**

---

We will require the following services on site to carry out the work and have not included for their provision within this quote:

- 1) Lagging to be removed prior to our technicians arriving on site.
- 2) A wet bulb temperature reading to be taken to ensure a robust safe system of work. This should be done prior to start of work in excessive temperature (above 29 degrees C).
- 3) Customs clearance and transportation for our service equipment from port of entry to job site and return.
- 4) Payment for any customs duties or tariffs associated with the temporary importation of our service equipment.
- 5) Transportation for our technicians whilst ex-UK (with appropriate levels of security protection).
- 6) Air Compressor: 100 psi and 140 cfm within 15m of the workface c/w hoses.
- 7) Support labour to assist our technicians with general bolting-up of equipment in order to promote a safe and expeditious progress to the project.
- 8) Assistance with crane or fork lift truck for the offloading, positioning and reloading of our equipment; all portable equipment weighing over 20kg must be moved using your mechanical means.
- 9) Adequate support for equipment.
- 10) Necessary work permits and security passes etc., which may be required for our personnel, at no extra charge to TeamFurmanite Limited.
- 11) Safe access and egress to and from the work area including for personnel access. (Scaffolding, ladders etc.)
- 12) Any special handling equipment in excess of standard PPE, along with any associated testing to use special handling equipment.
- 13) Temporary lighting in the locality as necessary.
- 14) All safety requirements, including fire extinguishers, inert gases, full medical facilities and medical evacuation if necessary.
- 15) The use of canteen, changing, toilet and washing facilities and, where appropriate, clean conditions units and apparel.
- 16) Adequate protection of the work piece from inclement weather conditions.
- 17) Secure storage facilities for tools and consumables.
- 18) Free, reasonable and unrestricted access to communication facilities (telephone/telefax/internet/two way radios) for our personnel whilst ex-UK (for business purposes only).

## SECTION 7 STANDARD TERMS AND CONDITIONS

**1. Scope/Applicability**

- 1.1 These terms and conditions shall apply to all contracts entered into by TeamFurmanite Limited ("TeamFurmanite") (including any and all subsidiaries) for the provision of its specialist Services and/or Goods (the "Agreement") except to the extent of any other valid written agreement expressly modifying or waiving all or any part of these terms and conditions. Placement of any Purchase Order or other relevant and valid instruction to proceed shall be deemed to constitute acceptance of these terms and conditions in their entirety on the part of the Client.
- 1.2 Unless otherwise expressly agreed in writing, all offers and proposals to supply Goods and/or Services are only given and all orders only accepted subject to these conditions of contract which apply to all instances of supply by TeamFurmanite and override and exclude any other conflicting terms or conditions stipulated or incorporated or referred to by the Client.

**2. Price**

- 2.1 The price payable by the Client for Goods and Services shall be stipulated in the applicable quote or offer document. In the absence of such formal agreement, all orders placed for the supply of Goods and/or Services are accepted for execution at TeamFurmanite's current list price as at the commencement date of supply (a copy of which will be made available for review upon request).
- 2.2 Any sum payable by the Client to TeamFurmanite under the contract is expressed exclusive of any value added tax or duties which the Client shall pay in addition when it is due to pay the principle sum. Prices payable by the Client to TeamFurmanite under the contract are exclusive of the costs of transport and packaging (unless otherwise agreed in writing by TeamFurmanite) which the Client will pay in addition at the same time.

**3. Payment**

- 3.1 Unless expressly agreed in writing between TeamFurmanite and the Client, payment shall be due in full within 30 days from date of invoice without any deductions whether by way of set-off, counterclaim or otherwise. Time for payment shall be of the essence; no payment shall be deemed to have been received by TeamFurmanite until TeamFurmanite has received cleared funds.
- 3.2 If the Client fails to make any payment by the agreed due date then (without prejudice to its other rights and remedies) TeamFurmanite may charge the Client interest (both before and after judgement) on the amount unpaid at the maximum rate permitted by law until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest) (as defined in the Late Payment of Commercial Debts (Interest) Act 1998).
- 3.3 All payments payable to TeamFurmanite shall become due immediately upon termination of the contract despite any other provision.

**4. Time of Performance**

- 4.1 TeamFurmanite shall act with diligence and good faith to discharge its obligations but shall have no liability for not providing or completing its service(s) by or within any particular time unless and only to the extent otherwise agreed in writing.
- 4.2 For the avoidance of doubt, damages for delay shall at all times be limited to 5% of the specific work order giving rise to the delay.

**5. Risk and Title**

- 5.1 Risk in the Goods and/or Services shall pass to the Client on the delivery date or at such other time as agreed in writing.
- 5.2 Title in the Goods and/or Services shall pass to the Client upon receipt by TeamFurmanite of payment of the sums due in full irrespective of the delivery status.
- 5.3 At all times, the Client shall use and administer the Goods with due diligence. Unless expressly agreed in writing, delivered Goods may not be transferred, alienated, modified nor be used as collateral to the benefit of third parties if payment for such Goods has not been received in full.
- 5.4 In the event any Goods are seized prior to full payment being received by TeamFurmanite, the Client shall, with immediate effect, confirm in writing to its creditor and/or the administrator or receiver that the Goods are the property of TeamFurmanite. The Client shall provide TeamFurmanite with a copy of the confirmation issued to the creditor and/or the administrator or receiver immediately thereafter.

**6. Client's Obligations**

- 6.1 In order for TeamFurmanite to supply the Goods and/or Services, the Client shall agree to: (a) permit TeamFurmanite, its employees and agents to carry out a survey (if required) at such times as is convenient for both parties; (b) carry out the Client responsibilities as specified in the quote; (c) provide TeamFurmanite with such information and documentation as is reasonably required; (d) obtain all permissions, consents and health and safety approvals from such organisations and authorities which are required for the Goods to be installed and for the Services to be performed; and (e) make available to TeamFurmanite the facilities, resources, working space and personnel as specified in the quote and/or as TeamFurmanite reasonably requires from time-to-time.

**7. Intellectual Property and Non-Disclosure**

- 7.1 All intellectual property provided by TeamFurmanite to the Client or used or created during the supply of Goods and/or Services shall remain the sole property of TeamFurmanite together with all rights of use and ownership to it. All such intellectual property shall be deemed Confidential and treated accordingly.
- 7.2 TeamFurmanite will afford such access to and right of use of its intellectual property as is necessary for the Client to discharge its statutory, regulatory and safety obligations in respect of such goods or items with which TeamFurmanite's intellectual property may be associated. Such access to and right of use shall not be transferable or assignable and nothing contained or implied in this provision shall be construed as conferring any ownership or right of use of any patent, design or trade mark applied for or registered in the name of or on behalf of TeamFurmanite International Limited.
- 7.3 For the purposes of this clause, intellectual property shall include (but not be limited to) all technical information, drawings, designs, reports, data, methods and techniques, patents, trademarks, and patent or trademark applications.
- 7.4 The Client shall not at any time disclose, release or make accessible in any way to any person, firm or company any trade secrets, methods, technical or commercial know-how, documents, plans, designs, statistics or any other confidential information of any kind relating to or belonging to TeamFurmanite or TeamFurmanite's Goods or processes which may be received or come to the knowledge of the Client at any time in any way.
- 7.5 Such confidential information shall not be used by the Client or any other person, firm or company except insofar as is necessary for the performance of the contract or as required by law.
- 7.6 This clause 7 shall not apply to information which is or comes into the public domain through no fault of the Client.

**8. Warranty**

- 8.1 TeamFurmanite warrants that the Goods and/or Services to be supplied pursuant to this contract will be free from defects in materials and workmanship. Upon notification TeamFurmanite shall, at its option, either correct any non-conformity, or refund the price of such Goods and/or Services at the pro-rata contract rate. In the event TeamFurmanite chooses to correct any non-conformity, TeamFurmanite shall do this, at its option, either by repairing or altering any defective part or parts, or by supplying a replacement part.
- 8.2 No obligation shall exist with respect to any alleged defect that is not reported within the timeframe stipulated in clause 9.1 and is not discovered within: (i) twelve (12) months from the date of substantial completion of the Services or dispatch of the Goods; or (ii) a period of twelve (12) months from the date of acceptance of the Goods and/or Services by the end-user; whichever is the greater, but in no event longer than a period of fourteen (14) months following the date of substantial completion.
- 8.3 TeamFurmanite shall not be liable for any defect in the quality of the Goods and/or Services (whether in contract, tort or otherwise) if: i) Client continues to use the Goods or the affected plant after giving notice of such defect; or ii) the defect arises as a result of: (a) underlying conditions of the plant precluding the formation and/or preservation of a seal; or (b) Client failing to operate its plant within the parameters as advised originally by Client to TeamFurmanite or as recommended to TeamFurmanite by Client; or (c) Client failing to follow TeamFurmanite's oral or written instructions as to the storage or use of the Goods.



For the avoidance of doubt, TeamFurmanite's warranty shall not apply to leak seals/repairs when plant or pipeline conditions have experienced a process change including, but not limited to, spikes in temperature or pressure, unit shutdowns or chemical composition changes.

- 8.4 This warranty is in lieu of all other warranties, including alleged warranties related to any course of dealing or usage of trade. No warranty of merchantability, warranty of fitness for any purpose or compliance with sample, or other warranty (whether expressed, implied, or statutory) is made or created by TeamFurmanite. Further, the Client warrants that it is not contracting as a person who deals with consumer (as defined in s12 Unfair Contract Terms Act 1977).

**9. Limitation of Liability**

- 9.1 TeamFurmanite shall not be liable for any defect in the quality of the Goods and/or Services (whether in contract, negligence or otherwise) unless the Client gives written notice of the defect to TeamFurmanite and (if the defect is a result of damage in transit) to the carrier within fifteen (15) days of: (i) the date of delivery of the Goods or completion of the Services (where the defect would be apparent to the Client upon a reasonable inspection); or (ii) the date when the Client knew or ought reasonably to have known of the defect (where the defect would not be apparent to the Client upon a reasonable inspection); and TeamFurmanite is given a reasonable opportunity after receiving the notice of examining such Goods or completed Services and the Client (if asked to do so by TeamFurmanite) returns such Goods to TeamFurmanite for the examination to take place there.
- 9.2 TeamFurmanite shall have no further liability to the Client for any defect in the quality of the Goods and/or Services upon fulfilment of its obligations as set out in clause 8.1.
- 9.3 Nothing in these Conditions shall exclude or limit the liability of TeamFurmanite for death or personal injury caused by TeamFurmanite's negligence.
- 9.4 Except as set out in clause 9.3, TeamFurmanite's liability under the Agreement shall not exceed the amount paid to it for the relevant claim under its insurance policy covering such risks. Further, the Client acknowledges that delay in notifying any claim may prevent TeamFurmanite recovering any money under such policy.
- 9.5 Neither Party shall be liable to the other for any consequential loss (including, but not limited to, any actual or anticipated economic loss or other loss of revenue, profits, production, business or goodwill), costs, damages, charges or expenses arising out of the delivery, non-delivery, supply or use of the Goods or performance, non-performance or supply of the Services (even if caused by the respective Party's negligence).

**10. TeamFurmanite's Equipment**

- 10.1 TeamFurmanite shall supply the Goods and/or Services on the basis of utilising equipment and/or materials that TeamFurmanite or its sub-contractor has procured, hired or designed and manufactured. For the avoidance of doubt, TeamFurmanite reserves the right to decline instructions from the Client stipulating the use of other equipment and/or materials.
- 10.2 All tools, vehicles, equipment and/or materials taken into or onto the premises of the Client that are not intended for incorporation in the works shall at all times remain the property of TeamFurmanite.
- 10.3 If any tools, vehicles, equipment and/or materials utilised during the supply of Goods and/or Services are damaged beyond repair, lost, stolen or cannot be returned to TeamFurmanite due to nuclear contamination or other causes, the Client will be responsible for the full replacement value of such item, as new, and the cost of such item will be invoiced to the Client at TeamFurmanite's current standard list price in effect at that time.
- 10.4 TeamFurmanite reserves the right to invoice the Client for any costs associated with cleaning any tools, vehicles, equipment and/or materials which are contaminated during the supply of Goods and/or Services.
- 10.5 The Client hereby agrees to bring to the attention of its employees and other contractors that any equipment used by TeamFurmanite in any operation and attached to the plant must not be removed, adjusted or otherwise tampered with whilst in position on the valve, vessel or pipe work (whether such valve, vessel or pipe work is or is not under pressure) and the Client hereby agrees to indemnify TeamFurmanite against all actions, proceedings, costs, claims and demands brought by reason of any such removal, adjustment or tampering.
- 10.6 In the event that TeamFurmanite hires plant, equipment, tools or machinery to the Client for operation and use by persons other than TeamFurmanite's employees or its subcontractor, the Client shall see to it that these goods are used and administered with due diligence. The Client will be responsible for their return in the same condition as these goods were at the time the Client received them. The Client will in any case, notwithstanding the cause, be liable for damages and loss.
- 10.7 TeamFurmanite shall have no liability or responsibility for any of the Client's financial or economic loss or indirect or consequential loss or damage of whatever nature including, but not limited to, loss of profit, loss of use of the plant or any asset or facility, loss of production or productivity, loss of contracts with any third party or liabilities of any nature to any third party. Solely the Client will be liable and responsible for damages or loss, for which risk the Client has to provide adequate insurance.
- 10.8 Further, TeamFurmanite shall have no liability or responsibility caused to third parties by use or wrongful use of the goods and the Client shall indemnify, protect, defend and hold TeamFurmanite, its suppliers, affiliates, subsidiaries, parent company, and their respective officers, directors, managers, agents, and employees, harmless from any and all claims, actions, suits, damages, liabilities (including negligence, tort and strict liability), and any costs or expenses of any nature whatsoever (including legal fees), arising out of death, injury or damages to person or property resulting from or arising out of the use of these goods.

**11. Client's Equipment**

- 11.1 In the event that the Parties agree to utilise equipment and/or materials sourced by the Client then the Client shall: (i) supply the equipment and accept all liability associated thereto; and (ii) pay such reasonable sum that TeamFurmanite may charge for the provision of labour and/or consumables.
- 11.2 The Client shall indemnify, protect, defend and hold TeamFurmanite, its suppliers, affiliates, subsidiaries, parent company, and their respective officers, directors, managers, agents, and employees, harmless from any and all claims, actions, suits, damages, liabilities (including negligence, tort and strict liability), and any costs or expenses of any nature whatsoever (including legal fees), arising out of death, injury or damages to person or property resulting from or arising out of TeamFurmanite utilising the Client's equipment during the supply of Goods and/or Services.

**12. Cancellation or Suspension**

- 12.1 In the event that the Client cancels or postpones an order relating to the supply of Goods and/or Services, TeamFurmanite shall be reimbursed for all costs incurred in relation to any preparatory work, any work performed and any procured or subcontracted items for which TeamFurmanite cannot avoid making payment, together with a fair and reasonable contribution to overheads and profit. For the avoidance of doubt, any cancellation or postponement of the supply of Goods and/or Services after TeamFurmanite's personnel have been mobilised at the Client's request shall be subject to a minimum charge of eight hours per technician together with any associated additional charges incurred for the transportation of equipment.

**13. Breach**

- 13.1 In the event that a material breach of any term of this Agreement is committed, the Client shall agree to notify TeamFurmanite in writing as soon as practicable and, in the case of a breach capable of being remedied, shall provide TeamFurmanite with a reasonable opportunity to remedy such breach, prior to any right of termination or cancellation being invoked.

**14. Termination**

- 14.1 TeamFurmanite may by written notice to the Client, terminate this Agreement with immediate effect if:
- 14.1.1 The Client is in material or persistent breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of the date of a written notice by TeamFurmanite specifying the breach and requiring the same to be remedied;
- 14.1.2 The Client is in breach of clause 7 (Intellectual Property and Non-Disclosure) or clause 19 (Compliance with Bribery Laws);
- 14.1.3 A resolution is passed, a petition is presented or an order is made for the winding up of the Client (otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under this Agreement) or an administrator, receiver or administrative receiver is appointed over all or part of the Client's undertaking and assets;
- 14.1.4 The Client ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent (within the meaning of section 123 Insolvency Act 1986) or makes or proposes to make any arrangement or composition with its creditors; or



14.1.5 The Client (being an individual) is the subject of a bankruptcy order, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

**15. Dispute Resolution**

- 15.1 Genuine and reasonable attempts shall be made to resolve any disputes that may arise under or in connection with any contract resulting from this Agreement by senior management of both parties.
- 15.2 If the Parties are unable to resolve the dispute as a result of such meeting, either Party may (at such meeting or within seven (7) working days of its conclusion) apply to the International Court of Arbitration for independent arbitration.
- 15.3 If the Parties accept the independent arbitrator's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing, and once it has been signed by their duly authorised representatives, shall be binding on both Parties. The Parties shall share equally the costs incurred for such independent arbitration.
- 15.4 In the event that the dispute is not settled by negotiation between the Parties or by independent arbitration, then either Party may have recourse to court proceedings and both Parties shall be responsible for their own legal expenses incurred thereafter. For the avoidance of doubt, the Client agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**16. Force Majeure**

- 16.1 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such Force Majeure event shall promptly notify the other Party in writing of the circumstances when they arise and, where possible, indicate how long the delays are anticipated to last.
- 16.2 Either Party may terminate this Agreement upon written notice if such circumstances continue for a period of two months or more. For the avoidance of doubt, in the event the Client terminates the Agreement due to a force majeure event extending beyond the two month period, the Client shall reimburse TeamFurmanite for all costs incurred in relation to any preparatory work, any work performed and any procured or subcontracted items for which TeamFurmanite cannot avoid making payment, together with a fair and reasonable contribution to overheads and profit.

**17. Nature of Agreement**

- 17.1 This Agreement is personal to the Client who may not without the written consent of TeamFurmanite assign, mortgage, charge or dispose of any of its rights under the contract or sub-contract or otherwise delegate any of its obligations under the Agreement (and this includes pursuant to the Contracts (Rights of Third Parties) Act 1999). TeamFurmanite may assign or sub-contract its rights or obligations under the Agreement and will serve notice on the Client of its intention to do so.
- 17.2 Nothing in the Agreement shall create or be deemed to create any agency or partnership between the parties.
- 17.3 This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 17.4 Any failure by TeamFurmanite to exercise any rights under the Agreement shall not constitute a waiver or prevent the subsequent exercise of such rights. Any waiver of a right must be express and in writing. A waiver by TeamFurmanite of any breach of the Agreement by the Client will not be construed as a waiver of any subsequent breach of the same or any other provision.
- 17.5 Each right or remedy of TeamFurmanite under the Agreement is without prejudice to any other right or remedy available to TeamFurmanite whether under the Agreement or not.
- 17.6 If any provision is held by any court or other competent authority to be void or unenforceable in whole or part the other provisions of the Agreement and the remainder of the affected provisions shall continue to be valid.

**18. Governing Law**

- 18.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.
- 18.2 TeamFurmanite and the Client expressly agree to exclude from this Agreement the United Nations Convention on Contract for the International Sale of Goods 1980 and any successor thereto

**19. Compliance with Anti-Bribery & Corruption Laws**

- 19.1 The Parties are aware and acknowledge that many countries, including the United States of America and the member states of the European Union, have adopted and enforce laws that prohibit the payment of bribes for the purpose of facilitating, obtaining or retaining business opportunities, and accordingly, to ensure that financial transactions and any other activities undertaken pursuant to this Agreement do not violate these anti-bribery laws.
- 19.2 The Client represents and warrants that it and its personnel, including its officers, directors, employees, agents and representatives shall:
- 19.2.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption (including but not limited to the UK Bribery Act 2010 and the US Foreign and Corrupt Practices Act of 1977) and not engage in any activity, practice or conduct which would constitute an offence under such laws, statutes and/or regulations;
- 19.2.2 comply with TeamFurmanite's Anti-Corruption and Bribery Policy (a copy of which is available upon request);
- 19.2.3 promptly report to TeamFurmanite any request or demand which if complied with would amount to a breach of either said laws, this Agreement or TeamFurmanite's Anti-Corruption and Bribery Policy;
- 19.2.4 ensure any person associated with it who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Client in this clause.

Rev: November 2014