

FRAME AGREEMENT

between

WOOD GROUP UK LIMITED AND AFFILIATES

and

ABB LIMITED AND AFFILIATES

for the

Provision of Electrical, Instrumentation, Automation, Telecoms and Consulting Solutions

CONTRACT REFERENCE NUMBER: WOOD/CM/2021-007



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SECTION I

FORM OF AGREEMENT

This Agreement is dated **December 20th, 2021**

PARTIES

- (1) **WOOD GROUP UK LIMITED** a company incorporated and registered in Scotland with company number SC296737 and having its registered office at 15 Justice Mill Lane, Aberdeen, AB11 6EQ ("**Company**");
- (2) **ABB LIMITED** a company incorporated and registered in England and Wales with company number 03780764 and having its registered office at Darebury Business Park, Daresbury, Warrington, Cheshire, WA4 4BT (the "**Contractor**")

and each shall individually be referred to as a "**Party**" and jointly be referred to as "**Parties**".

RECITALS

- (A) The Company wishes to enter into a Contract for the Provision of Electrical, Instrumentation, Automation, Telecoms and Consulting Solutions as described in the Contract: and
- (B) The Contractor wishes to supply the Work in accordance with the terms of this Contract.
- (C) The Geographical area of supply of Work is: Global
- (D) The Sections shall be read as one document, the contents of which, in the event of ambiguity or contradiction between the Sections, shall be given precedence in the order listed below:

Section I	Form of Agreement
Section II	Special Conditions
Section III	General Conditions of Contract
Schedule 1	Scope of Work
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SECTION II

SPECIAL CONDITIONS OF CONTRACT

Not Applicable

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions will have the following meanings:

Affiliate means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition "subsidiary" and "holding company" shall have the meaning assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Companies Act 2006, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

Applicable Laws means all and any laws, legislation, European regulations, statutes, statutory instruments, regulations, edicts, bye-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time and including any laws or regulations which affect the provision or receipt of the Work.

Business Day(s) means any day which is not a weekend or a bank or public holiday.

Claim means any claim, action, investigation, suit, proceeding, demand, judgement, cost, loss, damage, liability, fine, penalty, expense (including legal costs) or obligation of whatever nature whether present, unascertained, contingent or prospective and including any interest thereon.

Client shall mean the operator of any onshore / offshore installation on which the Work is performed and whom Company have entered into a Contract with.

Commencement Date means the date of this Agreement.

Company Group means Company, its Affiliates, and its and their directors, officers, employees (including agency personnel and independent contractors), invitees and agents, but shall not include any member of the Contractor Group;

Company Representative means the representative appointed by Company pursuant to Clause 8.

Completion means completion of the whole of the Work in accordance with this Agreement;

Confidential Information means this Agreement and any and all information (including oral communication), which (whether before or after the entry into this Agreement) is:

- (a) disclosed to the Contractor Group or any member of Contractor Group Personnel by or on behalf of Company (including all documents, communications and advice to Company provided by any legal adviser of Company which is also received by the Contractor Group).

- (b) related directly or indirectly to the Work and received by the Contractor Group or any member of Contractor Group Personnel from any third party connected with the Work; or
- (c) generated by the Contractor Group for the purposes of entering into this Agreement or generated by the Contractor Group pursuant to this Agreement.

but not including any information that:

- (a) is available or becomes generally available to the public other than as a result of its disclosure by the Contractor in breach of this Agreement or of any other undertaking of confidentiality with Company (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
- (b) is available or becomes available to the Contractor on a non-confidential basis from a person who is not bound by a confidentiality agreement with Company or otherwise prohibited from disclosing the information to the Contractor; or
- (c) was lawfully in the possession of the Contractor before the information was disclosed to it by Company; or
- (d) developed by or for the Contractor independently of the information disclosed by Company.

Contractor Group means the Contractor, its Subcontractors and its and their Affiliates, and its and their Contractor Group Personnel.

Contractor Group Personnel means the directors, officers, employees (including agency personnel and independent contractors), invitees and agents of the Contractor, its Subcontractors, and its and their Affiliates.

Contractor Representative means the representative appointed by the Contractor pursuant to Clause 8.

Force Majeure means an occurrence listed below which is beyond the reasonable control, and without fault or negligence, of the Party affected, and which could not have been prevented by the exercise of due diligence by such Party:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power.
- (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- (d) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity.
- (e) Strikes at a national or regional level or industrial disputes at a national or regional level or strikes or industrial disputes by labour not employed by the affected Party its sub-contractors or its suppliers and which affect a substantial or essential portion of the Work.
- (f) Epidemics, pandemics and/or an outbreak which impacts Party's ability to perform for five (5) or more days.
- (g) Maritime or aviation disasters.
- (h) Changes to any general or local Statute, Ordinance, Decree, or other Applicable Laws, or any regulation or byelaw of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, law, regulation or bye-law;

provided that adverse weather conditions (regardless of severity) and/or strike or industrial dispute by any Contractor Group Personnel and/or the mere shortage of labour, materials, equipment (or the breakdown of equipment) or supplies and/or lack of funds shall not constitute Force Majeure.

Good Industry Practice means the standards, practices, methods and procedures conforming to law and the exercise of that degree of skill, diligence, prudence, operating practices and/or foresight which, at the time in question, would reasonably be expected from a skilled and experienced contractor engaged in the same type of undertaking

Intellectual Property means any patents, utility models, rights to inventions, copyright and related rights, registered designs and models, moral rights, trademarks and service marks, trade names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, topography rights, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Price means the total amount payable by Company to Contractor in respect of completion of the Work in accordance with this Agreement and any Purchased Order pursuant to this Agreement.

Purchase Order shall mean a Purchase Order which will reference this Contract. This is the formal document that shall be used to call off Work against this Contract. Such Purchase Order shall contain all necessary information required by this Contract.

Subcontract means any contract (including any purchase order or other agreement) between the Contractor and any party (other than Company or any employees of the Contractor) for the performance of any part of the Work.

Subcontractor means any party (other than the Contractor) to a Subcontract.

Technical Information means the specifications, and all engineering drawings, repair schemes, manuals, procedures, plans and other documents of a technical nature prepared by or for Contractor in its performance of the Work.

Variation means a variation to the Work made in writing in accordance with Clause 11.

Warranty Period means the period of twelve (12) months following completion according to the specifications set forth in the Purchase Order or eighteen months from delivery, whichever is earlier.

Work means all work that the Contractor is required to carry out in accordance with the provisions of the Agreement, including (i) all services to be rendered; and (ii) all goods, materials, and equipment to be supplied, in accordance with this Agreement, as more particularly described in Purchase Order pursuant to this agreement; and

Worksite means the lands, waters and other places on, under, in or through which the Work is to be performed including offshore installations, floating construction equipment, vessels, design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of this Agreement.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.3 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, corporate body, corporation, unincorporated association, firm, partnership or other legal entity.
- 1.4 The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5 A statutory provision includes a reference to the statutory provision as modified or re-enacted from time to time (whether before or after the Commencement Date), and any subordinate legislation made pursuant to the statutory provision (whether before or after the Commencement Date).
- 1.6 The Schedules to this Agreement shall be read and construed as part of this Agreement, and in the case of any conflict, discrepancy, inconsistency or ambiguity between the body of this Agreement and any Schedules or other addendum thereto, and unless expressly provided otherwise, the body of this Agreement shall take precedence.

2. ACCEPTANCE

- 2.1 This Agreement is expressly limited to the terms and conditions stated herein. This Agreement shall consist of the Contract documents issued under and incorporating the terms and conditions of this Agreement. This Agreement and each Purchase Order issued by Company pursuant to the terms and conditions set forth in this Agreement, constitutes the complete agreement of the Parties with regard to this transaction, and shall constitute a merger of all prior proposals, negotiations and representations and may not be altered, amended or

modified except in writing and signed on behalf of both Parties. No Purchase Order or other documentation, written or oral, by either Party modifies, alters or changes the express written terms of this Agreement. Any Purchase Order issued pursuant to this Agreement, shall not amend or modify this Agreement in any respect. Additional or conflicting contractual terms or conditions that are not encompassed in this Agreement may be added only through a written amendment to this Agreement signed by both parties and not through a Purchase Order.

- 2.2 Except as otherwise specifically provided in this Agreement. It is the understanding of the parties that Company will issue Purchase Orders to Contractor for the purchase of Work. Contractor shall not supply any Work prior to Company issuance of a Purchase Orders for the Work. Each Purchase Order issued under this Agreement will be subject to and in accordance with the terms and conditions of this Agreement. Contractors fulfilment of its obligation under each Purchase Order shall not be considered complete until all required documentation has been received, reviewed and accepted by Company. Any inspections by Company shall not alter, waive or modify any provisions of this Agreement, and shall not release Contractor from any duties, obligations, warranties, guarantees or liabilities undertaken by Contractor under this Agreement.
- 2.3 The terms and conditions in this Agreement, together with any amendments thereto, may be used by Contractor and Company and their respective Affiliates. To that end, Affiliates of Contractor and Company may enter into Purchase Orders with Contractor or Company, or with other Affiliates of Contractor or Company, which incorporate by reference the terms and conditions of this Agreement, for which a written agreement by way of Purchase Order and shall be signed by respective Affiliate.
- 2.4 Company does not commit to purchase a specific volume of Work from Contractor except as specified in a Purchase Order.
- 2.5 Drawings and Specifications
- (a) Specifications shall be incorporated as part of the Agreement by reference as specifically stated within a Purchase Order. Company shall furnish all Drawings consistent with the Specifications necessary or required for the fabrication of the Work or performance of the Service (except for such Drawings as Contractor may be required to provide), which Drawings shall be incorporated herein. Contractor shall review Company issued specifications, Drawings and other data promptly upon receipt, and notify Company in writing of any errors, omissions, conflicts, or inconsistencies it observes between Specifications and Drawings.
- (b) Approvals, Drawings, Specifications, and any other documents prepared by Contractor for the fabrication of Work or performance of Services, shall be submitted to Company for review as agreed in writing by both Parties. Company written approval is required before Contractor makes any modification to the Specifications or Drawings furnished by Company, and upon receipt of any proposed modification from Contractor, Company shall promptly , after receipt thereof, return one copy to Contractor indicating thereon approval or rejection and fully advising Contractor of the basis for any such rejection in writing. Approval by anyone other than Company Representative shall not constitute authority for any modification or substitution.

3. DUTY OF CARE AND WARRANTIES

3.1 The Contractor warrants that it shall perform the Work:

- (a) with the standard of skill, care and diligence which a competent and suitably qualified person performing the same or similar services to the Work would reasonably be expected to exercise;
- (b) in accordance with all Applicable Laws including, without limitation, all Applicable Laws relating to the packing, packaging, marking, storage, handling, and delivery of the Work;
- (c) in accordance with the terms of this Agreement and fit for the purpose intended where a purpose is defined under the Agreement or, where no such purpose is defined, fit for its ordinary purpose;
- (d) in accordance with the dates and timetables specified in in this Agreement and/or any Purchase Order issued pursuant to this Agreement.
- (e) in accordance with any reasonable instructions and guidelines issued by Company from time to time.

3.2 The Contractor warrants that the Work will be performed and completed with materials and workmanship which are of good quality standards and are fit for the purpose intended.

3.3 The Contractor warrants and represents that:

- (a) it has full capacity and all necessary licences, permits and consents to enter into and to perform this Agreement;
- (b) this Agreement is executed by a duly authorised representative of the Contractor;
- (c) the provision of the Work performed by the Contractor does not infringe the Intellectual Property of any third party; and
- (d) neither it or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the Contractor entering into this Agreement.

3.4 If the Contractor is not the manufacturer of all or any part of the Work, the Contractor assigns to Company and its Client all warranties given by manufacturers and vendors of the applicable part of the Work (including any components in relation to the Work), Except as otherwise agreed in writing between the Parties, such assignment under this Clause 3.4 shall not relieve the Contractor from any of its obligations under this Agreement.

4. RELATIONSHIP OF PARTIES

The Contractor's status shall be that of an independent contractor, and the relationship of the Parties shall in no circumstances be construed to be that of principal and agent. The Contractor shall be responsible for the control, management and direction of the Work. The presence of a Company representative or inspector at the location of the Work shall not relieve the Contractor from its obligations in the proper execution of the Work or this Agreement.

5. PRICE AND TERMS OF PAYMENT

- 5.1 For the performance and completion of the Work, Company shall pay or cause to be paid to the Contractor the amounts as set out in any Purchase Order issued pursuant to this Contract and in accordance with this Clause 5.
- 5.2 For Project specific scope under any separate Project Request for Quote (RFQ) issued by Company, Contractor shall submit Pricing to Company for evaluation. All other Terms and Conditions of this Contract shall apply; however, Project specific Terms and Conditions shall take precedence. This Contract does not guarantee any potential award for Project specific scope under separately issued RFQ's by Company.
- 5.3 The Contractor shall submit to Company invoices for payment in relation to its performance and completion of the Work, or at the end of such stages as are specified in, and showing the amount calculated in accordance with call off Purchase Orders.
- 5.4 To the extent that payments to be made under this Agreement are subject to Value Added Taxes or any other similar purchase tax (collectively "VAT"), the proper amount of such VAT will be shown as a separate item on the invoice. VAT will be added to the Price and will be paid in accordance with this Clause 5, provided always that the Price excludes VAT.
- 5.5 Accompanying any invoice submitted by the Contractor shall be supporting documentation which is reasonably required by Company including, but not limited to, a certificate signed by both the Contractor Representative and a duly authorised Company Representative stating that the relevant portion of Work has been completed in accordance with the relevant specifications set out in this Agreement or other such supporting information as is detailed in this Agreement or subsequent call off purchase order.
- 5.6 Company will have no liability to pay for any Work, services or expenses incurred by the Contractor which have not been properly invoiced hereunder to Company within sixty (60) days of completion of the relevant Work. Nevertheless, Company may, at its sole discretion, make payment against any such invoice.
- 5.7 Each invoice shall quote the reference number of this Agreement and where appropriate the call off Purchase Order number and the Work in respect of which payment is requested, and each invoice shall be forwarded to the address specified.
- 5.8 Within sixty (60) days from receipt of a correctly prepared and adequately supported invoice by Company at the address specified within each Purchase Order, Company shall make payment of the due amount into the bank account as notified by Contractor.
- 5.9 Payment by Company to the Contractor of any invoices will not be interpreted as acceptance of the relevant portion of the Work and will not limit any other right or remedy which Company may have against the Contractor in relation to termination of this Agreement or any breach of this Agreement.
- 5.10 Company may withhold or set-off against payments due to the Contractor under the Agreement and any amounts due to Company from the Contractor for any reason. If Company elects to pay Subcontractors for the Work performed under an agreement with the Contractor, Company shall, without prejudice to any other right or remedy it may have under this Agreement or at

law, recover from the Contractor, through withholding or set-off against payments due to the Contractor, all amounts paid by Company directly to Subcontractors.

- 5.11 If Company disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Company will promptly notify Contractor advising Contractor of the reasons and request the Contractor to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note Company pay the undisputed part of a disputed invoice. On settlement of any dispute the Contractor shall submit an invoice for sums due and Company will make the appropriate payment within sixty (60) days from the date of settlement of the dispute.

6. CONTRACTOR'S GENERAL OBLIGATIONS

- 6.1 The Contractor will perform and complete the Work in accordance with the provisions of this Agreement by using its own management team, other personnel, buildings, worksites, facilities, plant, machinery, equipment (except materials and equipment to be supplied by Company), consumables and other resources.
- 6.2 The Contractor will notify Company immediately of any proposed or actual stoppages of Work, industrial disputes or other matters affecting or likely to affect the performance and/or completion of the Work.
- 6.3 To the extent required and properly obtainable in its own name, the Contractor will obtain all necessary permits, approvals, consents, authorisations and licences for the performance of the Work.

7. LIQUIDATED DAMAGES

- 7.1 If the Contractor fails to meet any of the milestones listed in Purchase Orders, the Contractor shall be liable to pay liquidated damages. The amounts of such liquidated damages recoverable by Company from the Contractor shall be as specified in the Purchase Order.
- 7.2 All amounts of such liquidated damages for which the Contractor may become liable are agreed between the Parties as being a genuine pre-estimate of the losses which may be sustained by Company in the event that the Contractor fails in its respective obligations under the Agreement and shall not be considered to be a penalty. Such liquidated damages shall not exceed five (5) % of the Purchase Order value of the Work for which the milestone was not met. Such liquidated damages shall be Contractor's sole liability and Company's sole remedy for late delivery.

8. REPRESENTATIVES

- 8.1 The Company Representative and the Contractor Representative are the persons named as such in Clause 30. Correspondence in respect of all matters relating to subsequent Purchase Order's shall be addressed and directed between Contractor Purchase Order Representative and Company Purchase Order Representative.
- 8.2 The Company Representative and any person authorised by him shall have access at all reasonable times to the Worksite and the Contractor shall afford every facility for, and every assistance in, obtaining the right of access.

- 8.3 The Company Representative has the authority to commit Company in all matters under this Agreement and, subject to any delegation of such authority which shall be notified to the Contractor in writing, shall be responsible for issuing to and receiving from the Contractor all notices, information, instructions and decisions.
- 8.4 Company may change the Company Representative at any time and shall notify the Contractor of any change.
- 8.5 The Contractor Representative has the authority to commit the Contractor to any course of action within the rights and obligations of the Contractor under this Agreement and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from Company all notices, information, instructions and decisions.
- 8.6 The Contractor Representative may delegate any of his authority to a nominated deputy, the terms of such delegation being subject to the prior approval of Company.
- 8.7 Except as expressly stated in this Agreement, the Company Representative has no powers to amend this Agreement or to relieve the Contractor of any of its obligations under this Agreement, and the Contractor Representative has no powers to amend this Agreement.

9. CONTRACTOR PERSONNEL

- 9.1 The Contractor shall provide sufficient Contractor Group Personnel at all times to ensure the proper and timely performance and completion of the Work in accordance with the provisions of this Agreement. All Contractor Group Personnel engaged in carrying out the Work shall be competent, properly qualified, skilled and experienced in accordance with Good Industry Practice. Where any part of the Work is to be performed offshore or at onshore site location, the Contractor shall ensure that Contractor Group Personnel assigned to such part of the Work are physically fit to perform the Work in an offshore or onshore site environment. The Contractor shall ensure that Contractor Group Personnel assigned to work offshore have undergone medical examination and are in possession of current medical certificates in compliance with Applicable Laws, industry guidelines and standards. The Contractor shall make available to Company copies of such medical certificates as and when requested by Company.
- 9.2 The Contractor shall be responsible for all costs associated with the retention of Contractor Group Personnel for the performance of the Work.
- 9.3 The Contractor shall be responsible for any Work performed by any agency personnel and by any other person provided by the Contractor in connection with the Work as if the Work was performed by the employees of the Contractor.
- 9.4 When any part of the Work is to be performed offshore Company shall, unless otherwise specifically agreed, provide at its expense transportation for the Contractor's equipment, machinery, material, supplies and Contractor Group Personnel between Company's designated place of delivery and the offshore Worksite using Company or Client's scheduled transport (unscheduled and/or non-routine transport shall be charged to the Contractor) and shall furnish necessary accommodations and messing for Contractor Group Personnel at the offshore Worksite.
- 9.5 Company shall have the right at any time to object to and to require the Contractor to remove forthwith (and not engage again, in relation to the Work hereunder) and replace (as necessary)

at its own cost and expense any Contractor Group Personnel who, in the reasonable opinion of Company, is or are:

- (a) not able or willing to carry out their duties in a satisfactory manner;
- (b) incompetent or negligent in the performance of their duties;
- (c) not suitable to safely and efficiently carry out the duties to which that person may be assigned;
- (d) engaged in activities which are contrary or detrimental to the interests of Company; or
- (e) not conforming with Applicable Laws.

9.6 The Contractor shall promptly replace at its own cost and expense such culpable Contractor Group Personnel with a suitable and competent substitute within twenty-four (24) hours or such longer time as may be agreed with Company.

10. TUPE (Only applicable to Work carried out in the UK)

10.1 The following definitions shall apply to this Clause 10:

New Contractor: another party chosen by Company to take over the provision of all or part of the Work.

Transferring Employees: those persons listed in a schedule to be agreed by the Parties prior to the Subsequent Transfer Date who it is agreed were employed by the Contractor wholly and/or mainly in the Work immediately before the Subsequent Transfer Date.

Subsequent Transfer Date: means the date or dates on which there is a transfer of responsibility for the provision of the Work or part of the Work between the Contractor and Company and/or a New Contractor (as the case may be).

TUPE: The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

10.2 The Parties acknowledge and agree that where all or part of the Work ceases to be provided by the Contractor for any reason and where all or part of the Work continues to be provided by Company and/or is transferred to a New Contractor, there may be a relevant transfer for the purposes of TUPE. If there is such a transfer, the employment of the Transferring Employees shall transfer to Company and/or the New Contractor (as applicable) in accordance with TUPE with effect from the Subsequent Transfer Date.

10.3 Save where the Parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the Parties (or the Contractor and the New Contractor) shall co-operate in agreeing a list of Transferring Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Transferring Employees to Company and/or the New Contractor on the Subsequent Transfer Date.

10.4 Contractor shall not later than six (6) months prior to the expiry of this Agreement (or, if earlier, within fourteen (14) days of notice being given of termination of this Agreement) to the extent

lawfully permitted provide Company (or where so directed by Company, the New Contractor) with the following details:

- (a) a list of those personnel engaged in the Work (the "Potential Transferring Employees); and
- (b) the employee liability information required to be provided under Regulation 11 of TUPE.

10.5 The Contractor shall provide updates in respect of Clauses 10.4(a) and 10.4(b) at regular intervals to be specified by Company and the Contractor warrants that the information shall be accurate in every material respect, so far as the Contractor is aware. The Contractor shall not change any employees or personnel engaged to carry out the Work nor change any of the terms and conditions of employment/engagement or introduce any new custom and practices within 6 months prior to the expiry of this Agreement (or at any time after receiving notice of termination of this Agreement) without the consent of Company except where such change in employees or personnel engaged to carry out the Work is due to retirement, promotion, change of roles, leaving the Contractor's company or dismissal.

10.6 At least twenty eight (28) days before the Subsequent Transfer Date, in compliance with its obligations under TUPE, the Contractor shall provide to Company or the New Contractor, the employee liability information required to be provided under Regulation 11 of TUPE which shall be complete and accurate in all material respects.

10.7 The Contractor shall indemnify Company (both for itself and a New Contractor) against all Claims incurred by Company and/or a New Contractor in connection with or as a result of:

- (a) any Claim by any Transferring Employee or a trade union or other body or person representing a Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Contractor on or before the Subsequent Transfer Date;
- (b) any failure by the Contractor to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of Company and/or New Contractor to comply with its or their duties under regulation 13 of TUPE; or
- (c) a Claim by any person who transfers or alleges that they have transferred to Company or the New Contractor but whose name is not included in the list of Transferring Employees.

11. VARIATIONS TO WORK

11.1 The Contractor must not vary the Work except as directed by Company. Company has the right to issue instructions to the Contractor at any time to make any revision to the Work which may include additions, omissions, substitutions, changes and/or other alterations to the Agreement, the Work and/or call off Purchase Order. An instruction under this Clause 11.1 shall constitute a Variation, and the Contractor shall, upon receipt of a Variation, promptly advise Company of any effect thereof on the provisions of the Agreement, the performance of the Work.

11.2 Should the Variation result in an increase or decrease in the Price, the Contractor shall promptly, but no later than forty eight (48) hours after receipt of such Variation, prepare and submit to

Company an estimate of the increase or decrease utilising for such purpose any prices and rates set out in call off Purchase Orders or otherwise contained in the Agreement.

- 11.3 If Company and the Contractor are unable to agree upon the valuation of the Variation directed by Company under Clause 11, Company shall determine the valuation of the Variation to be paid or allowed by Company to the Contractor, or to be paid or allowed by the Contractor to Company, as the case may require, as follows:
- (a) if the Agreement prescribes specific rates or prices to be applied in determining the valuation, Purchase Order rates or prices shall be used;
 - (b) if paragraph (a) above does not apply, the Agreement rates or prices under the Purchase Order shall be applied to the extent that Company determines it is reasonable to apply them; and
 - (c) to the extent that neither paragraph (a) nor paragraph (b) apply, Company shall determine the rates or prices to be applied.
- 11.4 Notwithstanding Clause 11.1, in the event that Company is of the reasonable opinion that the completion of the Work will be the subject of a material delay solely due to reasons attributable to the Contractor, Company shall have the right to request Contractor to expedite the Work at Contractor's cost and expense.
- 11.5 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12. HEALTH, SAFETY AND ENVIRONMENT

- 12.1 The Contractor shall comply with and shall ensure that all Contractor Group Personnel comply with, this Clause 12 and any other policies and directions as set out in any Purchase Order and/or notified by Company to the Contractor from time to time. Nothing in this Clause 12 shall require Contractor to breach any Applicable Laws.
- 12.2 Failure to comply with this Clause 12 and Purchase Order or to satisfy Company's reasonable requirements with regard to the control of health, safety and environment risks in any material respect will be regarded as due cause for Company giving notice to terminate all or any part of the Work or the Agreement in accordance with Clause 23.2(g).
- 12.3 The Contractor shall allow Company access to the Worksite, and records necessary, following advanced written notice of no less than five (5) business days and in the event Company engages third parties, the execution of a non-disclosure agreement reasonably acceptable to Contractor to enable Company to satisfy itself that the requirements of this Clause 12 have been or are being met, including:
- (a) ensuring that the Contractor is carrying out its responsibilities under each Purchase Order; and
 - (b) recording, if required, independent investigations into any incident relating to this Agreement.

12.4 The Contractor must (at its own cost and without any entitlement to any claim of any kind whatsoever) immediately comply with:

- (a) the reasonable directions given by Company so as to enable Company to comply with its obligations under Applicable Laws; and
- (b) all directions given by Company to stop work due to safety related issues.

12.5 The Contractor shall indemnify and keep indemnified the Company Group against all Claims which Company may suffer or incur as a result of or which may arise out of any failure of the Contractor Group to comply with its obligations under this Clause or any Applicable Laws relating to health or safety.

13. DELIVERY AND ACCEPTANCE OF GOODS, MATERIALS AND EQUIPMENT

13.1 All goods, materials and equipment provided by, or on behalf of, the Contractor shall be accompanied by a delivery note showing the date and reference number of the Agreement, the purchase order number, any other such detail as may be specified in the Agreement or purchase order, the type and quantity included in the delivery, including where applicable any code or other unique identifying numbers of such goods, materials and equipment and, in the case of such items delivered by instalments, the outstanding balance of items to be delivered. The Contractor shall ensure that all goods, materials and equipment provided by, or on behalf of, the Contractor are free from all liens and/or retention of title claims from any third party.

13.2 If the Contractor requires Company to return any packaging materials to the Contractor, that fact must be clearly stated on the relevant delivery note and any such returns shall be at the Contractor's expense.

13.3 Company shall not be deemed to have accepted all or any part of goods, materials and equipment until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in such goods, materials and equipment, until a reasonable time after the latent defect has become apparent.

13.4 Title to any goods, materials and equipment provided by the Contractor which do not comply with the requirements of the Agreement and which are rejected by Company, shall re-vest immediately in the Contractor. Title to such items provided by the Contractor for which no payment has been made by Company and which are no longer required for the purposes of the Agreement, shall re-vest in the Contractor.

13.5 The title to goods, materials and equipment shall pass to Company upon earlier of payment or delivery as specified in each Purchase Order.

13.6 The risk in goods, materials and equipment shall pass to Company on delivery in accordance with each Purchase Order.

14. EXAMINATION AND DEFECTS CORRECTION

14.1 In order to confirm that the requirements of the Agreement are met, Company shall have the right, but not the obligation, at all times during the performance of the Work to examine the Work and all documentation relating thereto, and to reject any item which does not comply with any or all of the requirements of the Agreement.

- 14.2 Failure on the part of Company to inspect the Work, or witness, test, or to discover defects, or failure to reject Work performed by the Contractor which is not in accordance with the Agreement shall not relieve the Contractor from any liability or obligation under the Agreement.
- 14.3 The Contractor warrants and guarantees that it has performed and shall perform the Work in accordance with the provisions of the Agreement, and that the Work will be free from defects.
- 14.4 In the event that Company notifies the Contractor of any defects in the Work prior to the commencement of, or within, the Warranty Period, the Contractor shall, subject to the provisions of Clause 14.7, as soon as is practically possible and at its own cost carry out all works necessary to correct any defects in the Work arising from any default of the Contractor.
- 14.5 If any of the Work is reperfomed, rectified or replaced by the Contractor under the provisions of this Clause 14 the Warranty Period in respect of such work, shall commence on the date upon which such reperformance, rectification or replacement was completed in accordance with the Agreement and shall continue for the remainder of the original Warranty Period or thirty (30) days from completion of the reperformance, rectification or replacement, whichever is longer.
- 14.6 If the Contractor does not within five (5) days of Company's notification, or such earlier period as may be instructed by Company, begin and thereafter diligently continue to correct the defects, Company may at his sole discretion terminate this Agreement in accordance with Clause 23.2(c).
- 14.7 If the Contractor is unable or unwilling to perform the Work necessary to correct the defect, in accordance with Company's schedule, Company shall have the right by providing Contractor with advanced written notice of its intent to undertake Contractor's responsibilities described in Clause 14.4. In such case Company shall be entitled to recover from the Contractor all reasonable costs incurred by Company as a result of carrying out such responsibilities.
- 14.8 For the purposes of Clauses 14.4 and 14.7 Company shall be responsible for the costs of helicopter transport of personnel between the shore based heliport and offshore site location Worksite and for all other transport costs incurred in connection with Clause 14.4 and for any costs of offshore site location accommodation and messing. Contractor shall be responsible for onshore transportation costs related to the nonconforming Work between the shore based heliport and any repair facility.
- 14.9 Contractor shall not be responsible for providing temporary power, removal, installation, reimbursement for labour costs or working access to the nonconforming Work, including disassembly and re assembly of non-Contractor supplied Work. Contractor shall have no obligation hereunder with respect to any Work which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to Contractor's instructions; (iv) is comprised of materials provided by Company; or (v) has failed as a result of ordinary wear and tear.
- 14.10 Contractor warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Contractor's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of delivery and written notice of such nonconformity is provided to Contractor promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Contractor shall correct the nonconformity by,

at its option, either (i) modifying or making available to the Company instructions for modifying the Software; or (ii) making available at Contractor's facility necessary corrected or replacement programs. Contractor shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Company-supplied software or interfacing. Contractor does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Company, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

14.11 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE COMPANY'S EXCLUSIVE REMEDIES AND CONTRACTOR'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

15. ASSIGNMENT AND NOVATION

15.1 Company is entitled (at its sole discretion) to assign, novate or otherwise transfer this Agreement and/or any of Company's rights or obligations or benefits or interests (including but not limited to the benefit of any warranties from the Contractor) under this Agreement (whether or not accrued) to any of its Affiliates, the Client or any other third party without the Contractor's consent.

15.2 The Contractor undertakes that, in the event of any assignment or novation described in Clause 15.1 above, it will execute without delay a formal assignment or novation of interest in the Agreement to the relevant party, to be effective upon the written assumption by the relevant party of all obligations of Company under the Agreement.

15.3 The Contractor shall not assign, novate or otherwise transfer the whole or any part of the Agreement, the Work or any benefit or interest therein without Company's prior written consent.

16. SUBCONTRACTING

16.1 The Contractor shall not subcontract the whole or any part of the Work without the prior written consent of Company.

16.2 No Subcontract shall:

(a) relieve the Contractor from any obligation or liability under this Agreement and the Contractor shall be liable for the work, acts, omissions and defaults of any of its Subcontractors (whether or not named in this Agreement and whether or not approved by Company) and their respective employees, servants and agents, as though they were the acts, omissions or defaults of the Contractor; or

(b) bind or purport to bind Company.

16.3 The Contractor shall ensure that every Subcontract shall:

- (a) expressly provide for the Contractor's unconditional right of assignment of the Subcontract to Company or Client in the event that Company terminates this Agreement or the Work;
- (b) contain a confidentiality undertaking imposing on the Subcontractor obligations similar to that undertaken by the Contractor to Company;
- (c) contain restrictions on and provisions relating to subcontracting to the same effect as contained in this Agreement; and
- (d) contain suspension and termination provisions consistent with those contained in this Agreement.

17. TESTS AND INSPECTION

- 17.1 The Contractor shall at all times be responsible for the inspection and testing of all material, equipment and workmanship required for the Work. All such tests and inspection shall be carried out by the Contractor at the Contractor's expense and with the Contractor's equipment, as an integral part of the Work. The Contractor shall provide, at the Contractor's expense, such details of inspections and tests as Company may require and test certificates in respect of any tests or inspections carried out by the Contractor.
- 17.2 In addition to any inspection and testing procedures specifically set out or referred to in the relevant Purchase Order, the Contractor shall carry out all testing and inspection procedures in accordance with the nationally recognised standards and practices generally followed by recognised contractors performing services of a similar nature.
- 17.3 Company shall have the right to instruct the Contractor at Company's option either to carry out the tests itself or to permit such additional tests to be performed by Company or a third party nominated by Company. Such additional tests shall be at Company's expense. However, if as a result of such tests it is determined that the Contractor has not complied with this Agreement, then Company shall deduct the costs of such tests from the Price.
- 17.4 Neither failure of Company to inspect or carry out tests or discover that the Work does not comply with this Agreement nor Company's approval or payment for such Work shall in any way relieve the Contractor or his obligations under this Agreement and shall not prejudice Company's right thereafter to reject or require correction of the same.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 Title in all drawings, specifications, requisitions, results of calculations and other documents, data and computer disks and other means of capturing information prepared by the Contractor under this Agreement shall at all times vest in Company and Company shall have the right to use, assign or transfer without limitation the drawings, specifications, requisitions, results of calculations and other documents, data and computer disks and other means of capturing information prepared by the Contractor for the purposes of the Agreement or any other purpose at the sole discretion of Company.
- 18.2 All rights in Intellectual Property developed, created or acquired by the Contractor from time to time in the performance of the Contractor's obligations under this Agreement to the extent the same contain Confidential Information ("**Foreground Intellectual Property**") shall vest in

and be the exclusive property of Company and Company shall have the right to use, assign, licence or transfer such rights without limitation. The Contractor shall execute any further documents and do such other acts and things as Company may reasonably request to vest all rights in the Foreground Intellectual Property in Company.

- 18.3 Company grants to the Contractor for the duration of this Agreement a non-exclusive licence to use all Foreground Intellectual Property solely for the purposes of performing its obligations under this Agreement.
- 18.4 The Contractor shall save, indemnify, defend and hold harmless the Company Group from all Claims arising out of or in connection with any actual or alleged infringement of any Intellectual Property arising out of or in connection with the performance of the obligations of the Contractor Group under the Agreement. The Contractor shall use its reasonable endeavours to identify any infringement, and should Contractor become aware of such infringement or possible infringement then Contractor shall inform Company immediately.
- 18.5 In the event that a Claim is made against Company in respect of any matter that is the subject of the indemnity given by the Contractor in Clause 18.4 Company shall:
- (a) promptly inform the Contractor of such Claim; and
 - (b) permit the Contractor, at the Contractor's sole expense, to assume defence of such Claim and to settle or contest it as the Contractor deems appropriate. Provided always that, in the conduct of settling or contesting such Claim the Contractor shall not act in any way that would be detrimental to the interests of Company.
- 18.6 Contractor shall have no obligation hereunder and this provision shall not apply to: (i) any other work or processes, including Work or processes sold hereunder which have been modified or combined with other Work or process not supplied by Contractor; (ii) any Work or process supplied according to a design, other than a Contractor design, required by Company; (iii) any products manufactured by the Work or process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of Contractor.
- 18.7 If, in any such action, the Work is held to constitute an infringement, or the practice of any process using the Work is finally enjoined, Contractor shall, at its option and its own expense, procure for Company the right to continue using said Work; or modify or replace it with non-infringing Work or, with Company's assistance, modify the process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Work.
- 18.8 THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF CONTRACTOR AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

19. CONSEQUENTIAL LOSS/LIMITATION OF LIABILITY

- 19.1 For the purposes of this Clause 19 the expression "**Consequential Loss**" shall mean:
- (a) consequential or indirect loss under Applicable Laws; and
 - (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any) in each case whether direct or indirect to the extent that these

are not included in (a) and whether or not foreseeable at the effective date of commencement of this Agreement.

19.2 Notwithstanding any provision to the contrary elsewhere in this Agreement and except to the extent of any agreed liquidated damages (including without limitation and predetermined termination fees) provided for in this Agreement, Company shall save, indemnify, defend and hold harmless the Contractor Group from the Company Group's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company Group from the Contractor Group's own Consequential Loss, arising from or related to or in connection with the performance or non-performance of this Agreement.

19.3 Contractor's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from a particular Purchase Order or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed the Purchase Order price.

20. CONFIDENTIALITY

20.1 The Contractor shall keep Company's Confidential Information confidential and, except with the prior written consent of Company, shall:

- (a) not use or exploit the Confidential Information in any way except for the purpose of performing its obligations under this Agreement;
- (b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
- (c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose of performing its obligations under this Agreement (and any such copies, reductions to writing and records shall be the property of Company);
- (d) keep separate the Confidential Information from all documents and other records of the Contractor; and
- (e) apply the same security measures and degree of care to the Confidential Information as the Contractor applies to its own confidential information, which the Contractor warrants as providing adequate protection from unauthorised disclosure, copying or use.

20.2 The Contractor may disclose Company's Confidential Information to those of its employees, agents, officers, and advisers who need to know such Confidential Information for the purpose of performing its obligations under this Agreement, provided that:

- (a) it informs its employees, agents, officers, and advisers of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its employees, agents, officers, and advisers shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Contractor and, if Company so requests, procure that any relevant person enters into

a confidentiality agreement with Company on terms equivalent to those contained in this Agreement; and

- (c) the Contractor shall at all times be liable for the failure of its employees, agents, officers, and advisers to comply with the terms of this Agreement.

20.3 The Contractor may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives Company as much notice of this disclosure as possible.

20.4 The Contractor shall establish and maintain adequate security measures (including any reasonable security measures proposed by Company from time to time) to safeguard the Confidential Information from unauthorised access or use.

20.5 The Contractor shall return to Company any Confidential Information on demand, or when directed by Company, delete or destroy any Confidential Information obtained or stored electronically (except to the extent that the Confidential Information is incorporated in documents which the Contractor is required to retain under any Applicable Laws).

20.6 The Contractor must not advertise, publish or release any information, publication, document or article for publication concerning the Work or this Agreement in any media without the prior written approval of Company. The Contractor must refer any enquiries concerning the Work from any media or similar third party to Company as soon as reasonably practicable.

21. FORCE MAJEURE

21.1 Other than for payment obligations a Party shall not be considered to be in default in the performance of its obligations hereunder to the extent that such performance is delayed or temporarily prevented by Force Majeure which has been notified in accordance with this Clause 21. Both Parties shall use their reasonable endeavours to avoid, circumvent or overcome the circumstances of Force Majeure and to minimise its effect.

21.2 The Party affected or which may be affected by Force Majeure shall give the other Party written notice thereof as soon as possible, but not later than twenty-four (24) hours after having been so affected or after becoming aware that it may be so affected. Such notice shall contain full particulars of the Force Majeure event, together with that Party's best estimate as to the likely duration thereof. The failure to give any such notice shall preclude such Party from claiming Force Majeure.

21.3 Following notification of Force Majeure in accordance with Clause 21.2, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such Force Majeure.

21.4 Without prejudice to Clause 23, the Party prevented from performing by the Force Majeure condition shall use all reasonable endeavours to remedy the situation without delay and shall resume performance at the earliest possible date.

21.5 Each Party shall be liable for and bear all of its own costs, expenses and losses incurred because of an occurrence of Force Majeure. Save as otherwise expressly provided in the Agreement, no payment of whatsoever nature shall be made in respect of an occurrence of Force Majeure.

22. SUSPENSION

- 22.1 Company shall have the right, by notice to the Contractor, to suspend the performance of the Work (or any part thereof to the extent detailed in the notice) for any of the following reasons:
- (a) the Contractor is in default under this Agreement and fails to remedy such default within five (5) Business Days of being called upon in writing to do so by Company;
 - (b) Company is of the opinion that such suspension is necessary for the proper execution of the Work, or the safety of personnel; or
 - (c) to suit the convenience of Company.
- 22.2 Upon receipt of any such notice of suspension, Contractor shall immediately cease the performance of the Work (or relevant part thereof detailed in the notice) on the date and to the extent specified and will properly secure, protect and render safe all works and materials used in connection with the Work.
- 22.3 In the event that a suspension arises for a reason attributable to Contractor no additional remuneration will be paid to the Contractor for any costs or expenses incurred by the Contractor during the period of suspension. Otherwise, prior to resuming the Work so suspended, Company shall pay to Contractor those costs and expenses incurred as a result of the suspension. In the event of any one suspension exceeding sixty (60) consecutive days or multiple suspensions exceeding an aggregate of ninety (90) days, Contractor shall be entitled to treat said suspension(s) as a termination for Company's convenience according to the provisions of Clause 23.2.

23. TERM AND TERMINATION

- 23.1 The term of this Agreement will be for a period of three (3) years from the Commencement Date unless otherwise terminated in terms of this Clause 23. Thereafter Company shall have the right to extend the duration of the Contract by giving notice to the Contractor. Such extension shall be mutually agreed with Contractor under otherwise unchanged terms and conditions, for an additional period of up to Two (2) years. During this period Contractor may terminate by giving sixty (60) days written notice.
- 23.2 Company shall have the right to immediately terminate all or any part of the Work or this Agreement at such time or times as Company may consider necessary for any or all of the following reasons:
- (a) to suit the convenience of Company;
 - (b) the Contractor commits a breach of any material term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five (5) days after being notified in writing to do so;
 - (c) the Contractor, (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, (ii) the Contractor commences negotiations with all or any class of its creditors with a view to

rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (in each case, except for where the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor), (iii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor, or (iv) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the Contractor; or

- (d) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 23.2(c);
- (e) if Force Majeure causes the suspension of operations hereunder for a continuous period of thirty (30) days;
- (f) the Contractor fails to perform the Work in a safe and secure manner in accordance with the requirements of Clause 12;

23.3 In the event of Company giving the Contractor notice of termination of all or any part of the Work or this Agreement, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon the Contractor shall immediately:

- (a) cease performance of the Work or such part thereof as may be specified in the notice;
- (b) allow Company or its nominee full right of access to its or the premises of the relevant Subcontractor(s) to remove and/or to take over the Work or the relevant part of the Work so far completed together with all materials and equipment which are the property of Company; and
- (c) except as required under Clause 23.3(b), remove all the equipment or materials of the Contractor from the immediate area in which the Work or the relevant part thereof is being performed unless otherwise instructed by Company.

23.4 Within five (5) days of the effective date of termination under Clause 23.2(b), the Contractor shall deliver to Company all the relevant parts respectively of the Technical Information, originals, copies and reproductions of all drawings, specifications, requisitions, calculations, programme listings, schedules, computer tapes, discs and other essential recording matter and all other data and documents prepared by the Contractor under this Agreement and all other Company property in the Contractor's possession.

23.5 In the event of termination under Clause 23.2(a), 23.2(b) and/or 23.2(e) the Contractor shall be entitled to payment for the part of the Work performed in accordance with this Agreement together with such other payments and fees as may be set in the Purchase Order.

23.6 In the event of termination of all of the Work or this Agreement in accordance with Clauses 23.2(c) and 23.2(d) the following conditions shall apply:

- (a) the Contractor shall cease to be entitled to receive any money or monies on account of this Agreement until the costs of completion and all other costs arising as a result of the Contractor's default or other events giving rise to the termination have been finally ascertained;
 - (b) thereafter and subject to any deductions that may be made under the provisions of this Agreement the Contractor shall be entitled to payment only as set out in the Purchase Order for the part of the Work completed in accordance with this Agreement up to the date of termination, and
 - (c) any additional costs including, but not limited to, the costs of having the Work completed by another contractor incurred by Company as a result of the Contractor's default or other events giving rise to termination shall be recoverable from Contractor.
- 23.7 In the event of termination under this Clause 23 the Contractor shall not be relieved of any continuing obligations or liabilities under this Agreement or at law.
- 23.8 The termination of the Contractor's performance of the Work shall be without prejudice to the accrued rights and obligations of the Parties and will not affect those provisions which are intended to have effect after such termination.
- 23.9 In the event of termination of all or any part of the Work, the following will apply:
- (a) the whole of the Agreement shall remain in full force and effect in connection with the performance of the portion of the Work which has not been terminated; and
 - (b) the provisions of Clause 32.1 shall apply to confirm the Schedules and Clauses which will remain in full force and effect in connection with the portion of the Work which has been terminated.

24. INSURANCE

- 24.1 The Contractor shall arrange the insurances set out in this Clause 24 and ensure that they are in full force and effect in accordance with this Agreement. All such insurances shall be placed with reputable insurers, reasonably satisfactory to Company, and shall for all insurances other than Employers Liability Insurance/Workmen's Compensation, include Company, Client and its and their respective Affiliates as additional insureds to the extent of the Contractor's indemnification.
- 24.2 All insurances required under this Clause 24 shall be endorsed via a blanket endorsement to provide that underwriters waive any rights of recourse, including in particular subrogation rights against Company, Client and its and their respective Affiliates to the extent of the liabilities assumed by the Contractor under the Agreement. The Contractor shall ensure that Company shall be given not less than thirty (30) days' notice of cancellation of or material change to the insurances set out in this Clause 24.
- 24.3 The insurances required to be effected under Clause 24.1 shall be as follows:
- (a) Employers Liability and/or Workmen's Compensation insurance covering personal injury to or death of the employees of the Contractor engaged in the performance of the Work

to the minimum value required by Applicable Laws including extended cover (where required) for working offshore;

- (b) General Third Party Liability insurance for any incident or series of incidents covering the operations of the Contractor in the performance of the Agreement, in an amount ten million US dollars (\$10,000,000) per occurrence and in the aggregate;
- (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;

24.4 The Contractor shall supply Company with evidence of such insurance reasonably satisfactory to Company on demand.

24.5 The Contractor shall procure that Subcontractors are insured to appropriate levels as may be relevant to their work. The Contractor shall be responsible for any failure of Subcontractors' insurances to appropriate levels. The Contractor shall ensure that Subcontractors and their insurers waive all rights of subrogation against Company and its Clients.

24.6 If the Contractor fails to effect or maintain the insurance required under the Agreement, then without prejudice to Company's rights or the Contractor's obligations, Company may procure such insurance and pay the premium as may be necessary for that purpose and deduct the amount so paid by Company from any money due or which may become due to the Contractor.

24.7 The provisions of this Clause 24 shall in no way limit the liability of the Contractor under the Agreement.

24.8 Failure to secure the required insurance coverage, or to comply fully with any of the insurance provisions of this Agreement or to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall in no way act to relieve the Contractor from its obligations under this Agreement nor shall it in any way limit the obligations of the Contractor to save, defend, indemnify, release and hold harmless the Company Group as set out in this Agreement.

25. LIABILITIES AND INDEMNITIES

25.1 The Contractor shall be responsible for and shall release, save, indemnify, defend and hold harmless the Company Group and the Client from and against all Claims in respect of:

- (a) loss of or damage to property of the Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group arising from, relating to or in connection with the performance or non-performance of this Agreement; and
- (b) personal injury including death or disease to any person employed by the Contractor Group arising from, relating to or in connection with the performance or non-performance of this Agreement; and
- (c) subject to any other express provisions of this Agreement, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor Group. For the purpose of this Clause **'Third**

Party' shall mean any party other than Company Group, Client and the Contractor Group".

25.2 Company shall be responsible for and shall release, save, indemnify, defend and hold harmless the Contractor Group and its personnel from and against all Claims in respect of:

- (a) loss of or damage to property of the Company Group whether owned, leased or otherwise provided by the Company Group arising from, relating to or in connection with the performance or non-performance of this Agreement; and
- (b) personal injury including death or disease to any person employed by the Company Group arising from, relating to or in connection with the performance or non-performance of this Agreement; and
- (c) subject to any other express provisions of the Agreement, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss of or damage to the property of any third party is caused by the negligence or breach of duty (whether statutory or otherwise) of the Company Group. For the purpose of this Clause '**Third Party**' shall mean any party other than the Company Group and the Contractor Group".

25.3 Except as provided under Clause 25.1(a) and Clause 25.1(b), Company shall save, defend, indemnify and hold harmless the Contractor Group from and against any Claim of whatsoever nature arising from pollution originating from the property of the Company Group arising from, relating to or in connection with the performance or non-performance of this Agreement.

25.4 Except as provided under Clause 25.2(a) and Clause 25.2(b), the Contractor shall save, defend, indemnify and hold harmless the Company Group from and against any Claim of whatsoever nature arising from pollution occurring on the premises of the Contractor Group and/or emanating from the property and equipment of the Contractor Group arising from, relating to or in connection with the performance or non-performance of this Agreement.

25.5 All exclusions and indemnities given under this Clause 25 (save for those in Clauses 25.1(c) and 25.2(c)) and Clause 19 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any Claim in tort, under contract or otherwise at law.

25.6 If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it will notify the other Party in advance and the Parties will fully co-operate in investigating the incident.

26. AUDIT

26.1 At any time during the term of the Agreement and for a period ending six (6) years after expiry or termination of the Agreement, Company or its duly authorised representative shall have the right to audit at all reasonable times and following no less than ten (10) days advanced written notice and the execution of a non-disclosure agreement reasonably acceptable to Contractor by non-Company parties, all of the Contractor's records (including data stored on computers), books, timesheets, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to;

- (a) all invoiced charges made by the Contractor on Company for Work performed on a time and materials basis; and;
- (b) any provision of this Agreement under which the Contractor has obligations the performance of which is capable of being verified by audit.

26.2 The Contractor shall cooperate fully with Company and/or its representatives in the carrying out of any audit required by Company. The Contractor will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the Contractor.

26.3 The Contractor shall obtain equivalent rights of audit to those specified above from all of its Subcontractors and will cause such rights to extend to Company.

27. LAWS AND REGULATIONS

27.1 The Contractor shall observe and abide by, and shall require Contractor Group Personnel and any other party which the Contractor engages in connection with this Agreement or the Work, to observe and abide by, all Applicable Laws and Company procedures and safety requirements as may apply in relation to the Work and to the Worksite and any other the locations where Work is to be performed under this Agreement.

27.2 The Contractor shall obtain all licences, permits, temporary permits and authorisations required by Applicable Laws for the performance of the Work, save to the extent that the same can only be legally obtained by Company.

27.3 The Contractor agrees to save, defend, indemnify, release and hold harmless the Company Group from and against any and all Claims of any nature resulting from any member of the Contractor's Group's failure to comply with any of the foregoing provisions of this Clause 27.

28. LIENS

28.1 To the extent of payment made to Contractor the Contractor shall not claim any lien or attachment on the Work or on any property of Company in the possession of the Contractor or its Subcontractors or at the Worksite. In the instance of non-payment by Company, Contractor lien rights will be limited to the Work related to the particular Order and/or the Worksite on which said Work is to be performed or delivered.

28.2 Without prejudice to any other provisions of this Clause 28, the Contractor shall save, indemnify, defend and hold harmless Company from and against all liens or attachments by any Subcontractor in connection with or arising out of the Agreement.

28.3 The Contractor shall immediately notify Company of any possible lien or attachment which may affect the Work or any part thereof.

28.4 If at any time there is evidence of any lien or attachment to which, if established, Company or its property might be subjected, whether made by any persons against the Contractor or made by any Subcontractor against Company, then Company shall have the right to withhold and/or set off or otherwise recover from the Contractor such sum of money as will fully indemnify Company against any such lien or attachment.

- 28.5 Before withholding any payment due to the Contractor in accordance with Clause 28.4, Company shall give to the Contractor a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the reasonable satisfaction of Company.
- 28.6 For the purpose of this Clause 28 reference to Company shall include the Client and its and their Affiliates, and references to the Contractor shall include its Affiliates and Subcontractors.

29. TAXES

- 29.1 The Contractor is responsible for payment of all taxes and contributions, for which the Contractor is liable as imposed by Applicable Laws and any appropriate governmental authority, which are properly chargeable upon the Contractor and its Contractor Group Personnel relating to this Agreement.
- 29.2 Company is responsible for payment of all taxes and contributions, for which Company is liable as imposed by any appropriate governmental authority, which are properly chargeable upon Company or its employees relating to this Agreement.
- 29.3 If Company has a legal responsibility to directly pay to the appropriate taxing authority any taxes (such as profit tax withholding) included in payment due to the Contractor, the Contractor agrees that Company may withhold and deduct the amount of such taxes from the payment otherwise due to the Contractor in accordance with this Agreement. Company shall not be liable to the Contractor, and the Contractor shall have no claim against Company, for any amount that would otherwise be payable to the Contractor that Company has withheld from payment to the Contractor and either has paid or has not yet remitted to the taxing authorities, until Company is released from all liability with respect to the amount so withheld and is lawfully entitled to pay said sum to the Contractor. Any amount so withheld by Company will be deemed to have been made on the Contractor's behalf as if the payment had been made to Company and will relieve Company of any further obligation to the Contractor with respect to such amount. The Contractor may avoid withholding of certain taxes by providing written documentation to Company prior to payment indicating that the Contractor is lawfully exempt from or otherwise not subject to such taxes being deducted from payment. Upon written request from the Contractor, Company shall provide a withholding tax receipt or other evidence of withholding to the Contractor within thirty (30) days of such request.
- 29.4 The Contractor shall, save, indemnify, defend and hold harmless the Company Group against all taxes and contributions of the type referred to in this Clause and all Claims, fines and penalties thereon which may be assessed by any appropriate governmental authority on the Contractor in connection with this Agreement.
- 29.5 The Contractor shall supply to Company all such information, in connection with the activities under this Agreement, as is necessary to enable Company to comply with the lawful demands for such information by any appropriate governmental authority.

30. NOTICES

- 30.1 All notices in respect of the Agreement shall be given in writing and delivered by hand, by facsimile or by first class post to the relevant address specified under this Clause 30 and copied to such other office or offices of the Parties as shall from time to time be nominated by them in writing to the other.

30.2 The addresses for the service of notices are:

(a) Company:

Wood Group UK Limited
15 Justice Mill Lane
Aberdeen
AB11 6EQ
Attention: Ettore Maggioni
Email: ettore.maggioni@woodplc.com

(b) Contractor:

ABB Limited
Daresbury Business Park
Daresbury
Warrington
Cheshire
WA4 4BT
Attention: Roger Sturgeon
Email: roger.sturgeon@gb.abb.com

30.3 Such notices shall be effective:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by email, on the first working day at the recipient address following the date of sending;
- (c) if sent by first class post, forty-eight (48) hours after the time of posting.

31. DISPUTE RESOLUTION

31.1 Any dispute between Company and the Contractor arising out of the Work or this Agreement shall be resolved in accordance with the following procedure:

- (a) the dispute shall initially be referred to the Company Representative and the Contractor Representative who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement;
- (b) if no agreement is reached under Clause 31.1(a) above within thirty (30) days from the date the dispute was first referred under Clause 31.1(a), the dispute shall be referred to the Managing Directors of Company and the Contractor.

31.2 In the absence of any agreement being reached on a particular dispute within thirty (30) days from the date the dispute was first referred under Clause 31.1(b), or such other period as may have been agreed by the Parties in writing, either Party may refer the dispute to the London Court of International Arbitration ("LCIA") at any time. The dispute shall be resolved under the LCIA rules (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Clause. The seat, or legal place, of arbitration shall be London, England and the arbitration shall

be conducted in the English language. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to a law court or other authorities to appeal for revisions of such decision.

- 31.3 Whilst any matter or matters are in dispute, the Contractor shall proceed with the execution and completion of the Work and both the Contractor and Company shall comply with all the provisions of this Agreement.

32. PROVISIONS SURVIVING CONTRACT

- 32.1 Termination of this Agreement or any parts thereof shall not release the Contractor from obligations which expressly or by their nature survive the Agreement or extend beyond Agreement termination including, without limitation, the obligations contained in this Clause 32 and in Clause 5 (Price and Terms of Payment), Clause 6 (Contractor's General Obligations), Clause 10 (TUPE), Clause 15 (Assignment and Novation), Clause 18 (Intellectual Property Rights), Clause 19 (Consequential Loss), Clause 20 (Confidentiality), Clause 23 (Term and Termination), Clause 24 (Insurance), Clause 25 (Liabilities and Indemnities), Clause 26 (Audit), Clause 27 (Laws and Regulations), Clause 28 (Liens), Clause 29 (Taxes), Clause 30 (Notices), Clause 31 (Dispute Resolution), Clause 33 (Severance and Waiver), Clause 34 (Third Party Rights), Clause 35 (Customs Duties), Clause 36 (Language), Clause 40 (Governing Law and Jurisdiction).

33. SEVERANCE AND WAIVER

- 33.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
- 33.2 The Agreement shall not be waived in whole or in part except as agreed in writing by both Parties to this Agreement.
- 33.3 No failure or neglect on the part of Company to exercise any right or remedy shall preclude any further or other exercise of such right or remedy or any other right or remedy it may have under this Agreement or at law. The waiver, in one or more instances of any act, condition or requirement stipulated in this Agreement shall not constitute a continuing waiver or waiver of any other act or condition or requirement in other instances, unless specifically so stated.

34. THIRD PARTY RIGHTS

- 34.1 Subject to Clause 34.2, the Parties intend that no provision of this Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") confer any benefit on, nor be enforceable by any person who is not a party to this Agreement.
- 34.2 For the purposes of this Clause, "**Third Party**" shall mean any member of the Company Group and its Client (other than Company) or Contractor Group (other than the Contractor). Subject to the remaining provisions of the Agreement Clause 19 (Consequential Loss), Clause 24 (Insurance), Clause 25 (Liabilities and Indemnities), Clause 27 (Laws and Regulations), Clause 29 (Taxes) Clause 35 (Customs Duties), and Clause 37 (Anti-Bribery and Corruption) are intended to be enforceable by a Third Party (as applicable).

34.3 This Agreement may be rescinded, amended or varied by the Parties without notice to or consent of any party who is not a Party even if, as a result that party's right to enforce a term of the Agreement may be varied or extinguished.

34.4 In relation to any right to which a party who is not a Party may be entitled under the Act or this Agreement, such right shall be limited to damages and shall not be assignable by virtue of the Act or under this Agreement.

35. CUSTOMS DUTIES

35.1 The Contractor shall be responsible for the shipment, handling, payment of customs duties and documentation of all its equipment, personal effects of its employees, materials, and other things required to be imported by the Contractor for the performance of Work in accordance with this Agreement.

35.2 Unless otherwise specified herein, the Contractor shall be responsible for and shall save, defend, indemnify, release and hold harmless the Company Group from and against all Claims arising from or in connection with import or export charges or customs or excise duties and similar taxation and fees (including clearing agents' fees, handling fees, brokerage fees, port dues or other similar taxation or fees) which are levied on the property (whether owned, hired, leased or otherwise provided by) of members of the Contractor Group or on the personal property of the Contractor Group Personnel whether permanent or temporary, including any plant, vessels, materials or equipment or other items in to or out of any Worksite or on the personal property of Contractor Group Personnel.

36. LANGUAGE

36.1 The language of this Agreement shall be English and all communications, whether written or oral shall be in the English language.

37. ANTI-BRIBERY AND CORRUPTION

37.1 The Contractor warrants that it is familiar with, understands, and will fully comply with all relevant anti-bribery and import/export control laws and regulations from time to time in force, including (as applicable) all Applicable Laws, the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977, and any other anti-bribery laws and regulations of the countries in which any aspect of this Agreement will take place or which may be applicable.

37.2 The Contractor warrants that it has read and understands Company's Code of Conduct available from <https://www.woodplc.com> or on request from Company and shall strictly comply with the said Code of Conduct in all its dealings with, for, or on behalf of Company. Any breach or violation of this Clause will constitute a material breach of the Agreement, whether occurring before, on or after the Agreement date. It is the responsibility of the Contractor to conduct annual checks and ensure compliance with the Code of Conduct.

37.3 The Contractor warrants that it has not, and shall not, either request from or offer to any person, whether a government official or otherwise, a bribe, facilitation payment, gift, promise, other advantage, or anything of value in connection with the Agreement.

37.4 The Contractor undertakes that its Subcontractors, suppliers of any tier and any person for whom Contractor may be responsible shall comply with the preceding Clauses 37.1, 37.2 and 37.3.

37.5 The Contractor shall release, defend, indemnify and hold harmless the Company Group from and against any Claims arising from or alleged to arise from any violation, alleged violation, or failure to comply with, the terms of this Clause by any member of Contractor Group.

38. COUNTERPARTS

38.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement.

38.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. Each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

38.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

39. ENTIRE AGREEMENT

39.1 This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and, in the absence of fraud, supersedes any previous understandings, commitments, agreements, negotiations or representations whatsoever, whether oral or written (including the Contractor's standard terms of sale, service or supply, its price lists, estimates, and quotations) related to this Agreement.

40. GOVERNING LAW AND JURISDICTION

40.1 This Agreement and any dispute, controversy, or claim arising out of, relating to or in any way connected with this Agreement and the Work, including the existence, validity, performance, breach, or termination thereof and any non-contractual disputes or Claims shall be governed by, interpreted and construed in accordance with the laws of England and Wales.

41. ANTI-SLAVERY AND HUMAN TRAFFICKING

41.1 Definition

For the purposes of this Clause 41;

ANTI-SLAVERY LAWS" means all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

41.2 In performing its obligations under the Agreement, the Contractor shall:

- (a) Comply with all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations (and codes) from time to time in force, including but not limited to, the Modern Slavery Act 2015;
- (b) Comply with the Company Code of Conduct as updated from time to time;
- (c) Not engage in any activity, practice or conduct that would constitute an offence under Sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- (d) Include in its Contracts with its direct Subcontractors and Suppliers Anti-Slavery and Human Trafficking provisions that are at least as onerous as those set out in this Clause and that each of its direct Subcontractors and Suppliers, utilised as part of its performance of this Agreement shall comply with the Company Code of Conduct, and with all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations from time to time in force, including but not limited to the Modern Slavery Act 2015.

41.3 Due Diligence

The Contractor represents and warrants that:

- (a) Its responses to the Company's Slavery and Human Trafficking due diligence questionnaire, undertaken as part of Company's Supplier Evaluation Form are complete and accurate;
- (b) It conducts its business in a manner that is consistent and in compliance with Company Code of Conduct and this Clause.
- (c) Neither the Contractor nor any of its officers, employees (or other persons associated with it):
 - (i) Has been convicted of any offence involving Slavery and Human Trafficking; and
 - (ii) Has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Slavery and Human Trafficking.

41.4 Contractor further warrants and represents on a continuing basis that it shall not make any changes to its systems, processes or operating procedures during the term of the Agreement such that its responses given under Clause 41.3 (a) would be different.

41.5 Contractor shall implement due diligence procedures for its direct Subcontractors and Suppliers and other participants in its supply chains, to ensure that there is no Slavery or Human Trafficking in its supply chains.

41.6 Subcontracting

If Company agrees that Contractor may subcontract its obligations, Contractor shall implement an appropriate system of due diligence, audit, and training for its Subcontractors that is designed to ensure their compliance with the Company Code of Conduct and Anti-slavery

Human Trafficking provisions by the relevant Subcontractor, and the employees, consultants, agents of such Subcontractors.

41.7 Reports

Contractor shall notify Company as soon as it becomes aware of:

- (a) Any breach, or potential breach, of Company Code of Conduct; or
- (b) Any actual or suspected Slavery or Human Trafficking in a supply chain which has a connection with this Agreement.

Contractor shall prepare and deliver to Company, no later than 31st December each year, an annual Slavery and Human Trafficking report setting out the steps it has taken to ensure that Slavery and Human Trafficking is not taking place in any of its supply chains or in any part of its business.

41.8 Training

- (a) Contractor shall implement a system of training for its employees, Suppliers and Subcontractors to ensure compliance with this Clause.
- (b) Contractor shall keep a record of all training offered and completed by its employees, Suppliers and Subcontractors to ensure compliance with this Clause and shall make a copy of the record available at Company's request.

42. SUPPLY CHAIN CODE OF CONDUCT

- 42.1 The Contractor warrants that it has read and is familiar with Company's Supply Chain Code of Conduct available from:

<http://www.woodplc.com>

Or on request from Company; and agrees that Contractor shall be bound and will perform its services in strict compliance with Company's Supply Chain Code of Conduct in all its dealings with, for, or on behalf of Company. Any breach or violation of this Clause will constitute a material breach of the Agreement, whether occurring before, on or after the Commencement Date of the Agreement.

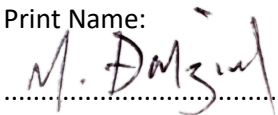
- 42.2 The Contractor undertakes to promptly (and in any event within 14 days) notify the Company of any alleged potential, suspected or actual breach(es) of the law, the Company's Code of Conduct or the Company's Supply Chain Code of Conduct via the Supply Chain Management page on the Company website or directly to Company Representative or to the Supply Chain focal point named on your issued Purchase Order.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by
duly authorised
for and on behalf of
WOOD GROUP UK LIMITED

Martyn Dalziel

Print Name:



Date: 14th Dec 2021

SIGNED by
duly authorised
for and on behalf of
ABB Limited

Print Name:

DAVID HUGHES

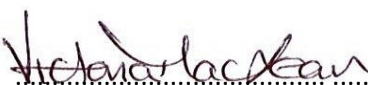
Date: 13 December 2021

SIGNED by
duly authorised
for and on behalf of
ABB Limited

Print Name:

VICTORIA MAC LEAN

Date: 13 December 2021



SCHEDULE 1 - SCOPE OF WORK

Scope of Work shall be set out in any call off Purchase Orders issued pursuant to this Contract.

SCHEDULE 2 – FRAME AGREEMENT ADMINISTRATION

1. INTRODUCTION

- 1.1 This Section of the Agreement describes the procedures that shall be used by the Company and the Contractor in administering this Agreement.
- 1.2 The Contractor shall ensure that where detailed procedures are not comprehensively set out in this Section, such procedures shall be developed and agreed with the Company.
- 1.3 The Contractor with co-operation from the Company will refine, develop and detail procedures reflecting the practical working relationship and interfaces based upon the intent of this Section as necessary during the performance of the Agreement.

2. COMMUNICATIONS

- 2.1 Correspondence in respect of all other matters relating to this Agreement shall be addressed and directed between the Contractor Representative and the Company Representative.
- 2.2 Correspondence shall be in English and by electronic mail or letter in that order of preference.
- 2.3 Oral communication of instructions or information in connection with the Agreement shall be confirmed in writing using minutes of meetings or formal correspondence, as appropriate.
- 2.4 Meetings shall be held as agreed between the parties for the purposes of keeping all parties fully informed of all aspects of the Agreement, reviewing progress, and the status.

3. RELATIONSHIP MANAGEMENT

- 3.1 As soon as possible after the Commencement Date Company shall establish a Supplier Relationship Management (SRM) meetings with the Contractor to achieve the objectives of the Agreement.
- 3.2 The role out of the SRM will look to create two six monthly Executive review meetings. These meetings will be an opportunity for senior members of both Company and Contractor to get together and through shared objectives steer the Agreement to the benefit of both parties.
- 3.3 In addition to the SRM quarterly review meetings shall be held. These meetings will be attended generally by the Company Category Representative and any functional stakeholders where appropriate and shall focus on service delivery and performance against agreed joint objectives and Key Performance Indicators (KPI's).

4. NON-DISCLOSURE AGREEMENT

The Contractor and Company shall jointly agree to enter into a Mutual Non-Disclosure Agreement as set out in Schedule 4 which shall form part of this Frame Agreement and any subsequent PO.

SCHEDULE 3 – FRAME AGREEMENT PERFORMANCE MEASURES

1. KEY PERFORMANCE INDICATORS (KPIs)

- 1.1 Contractor and Company shall jointly agree a set of KPIs within 90 days of Agreement commencement against which to measure Agreement performance.

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

MUTUAL GLOBAL NON-DISCLOSURE AGREEMENT

This MUTUAL GLOBAL NON-DISCLOSURE AGREEMENT (hereinafter “Agreement”) is entered into force as of December 20th, 2021 (“Effective Date”) by and between

ABB LIMITED, a company duly incorporated under the laws of the England and Wales (Registered number 03780764), and having its registered office at Daresbury Business Park, Daresbury, Warrington, Cheshire, WA4 4BT, (hereinafter “Contractor”),

and

WOOD GROUP UK LIMITED, a company incorporated under the laws of England and Wales (Registered number SC296737), and having its registered office at 15 Justice Mill Lane, Aberdeen, AB11 6EQ (hereinafter “Company”).

The parties hereto may hereinafter be jointly referred to as the “Parties” or individually as the “Party”, as the context may require.

WHEREAS, both Parties are engaging in discussions regarding co-operation for technical/commercial relationship pertaining to Project specific scope under any separate Request for Quotation (RFQ) and/or Purchase Order referencing Frame Agreement WOOD/CM/2021-007;

WHEREAS, both Parties have initiated or wish to initiate the mutual disclosure of certain Confidential Information to each other in connection with “The Project”;

WHEREAS, the Parties wish to establish their mutual rights and obligations in respect of disclosure of Confidential Information according to terms and conditions set forth herein.

NOW THEREFORE, in consideration of the disclosure of Confidential Information both Parties covenant and agree as follows:

1. “Affiliate” means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition “subsidiary” and “holding company” shall have the meaning assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Companies Act 2006, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
2. “Confidential Information” means any technical, commercial and/or financial information, including but not limited to, information relating to the Disclosing Party’s business, facilities, products, software, services, techniques, processes, solutions, partners, subcontractors,

intellectual property rights and/or trade secrets that the Disclosing Party furnishes or discloses to the Receiving Party regardless of whether the Confidential Information is disclosed in writing, orally or by any other means.

3. "Disclosing Party" shall mean the Party disclosing Confidential Information to the Receiving Party, including without limitation, in addition to the Parties, their Affiliates and consultants, all if and to the extent they are involved in the consideration or performance of the Project
4. "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.
5. Confidential Information and all rights to Confidential Information shall at all times remain the property of the Disclosing Party. The extent of care for protecting Confidential Information from any unauthorised use and disclosure shall be at least the same degree as the Receiving Party uses to maintain and safeguard its own confidential information, but always at least a reasonable degree of care.
6. Each of the Parties agrees that:
 1. Confidential Information provided to the Receiving Party shall be used by the Receiving Party solely for the Project and not in any manner which is or may be detrimental to the interests of the Disclosing Party; and
 2. it will not distribute, disclose or disseminate Confidential Information to any third party without a prior written consent of the Disclosing Party, except its directors, officers and employees who have a need to know such Confidential Information and who are involved in the consideration or performance of the Project and who have been informed of and have agreed to abide by the terms of this Agreement.
7. This Agreement shall not apply to information which:
 1. is in or later enters into the public domain, through no breach of this Agreement by the Receiving Party;
 2. was rightfully known to the Receiving Party, without restriction, prior to the disclosure by the Disclosing Party as proven by the written records of the Receiving Party;
 3. is or has been rightfully disclosed to the Receiving Party by a third party who has no obligation of confidentiality to the Disclosing Party;
 4. is independently developed by the Receiving Party without breach of this Agreement and reference to Confidential Information; or
 5. is required to be disclosed in accordance with a valid and legally binding judicial or governmental order or legal requirement, provided that the other Party is given

reasonable notice prior to such disclosure and the intended scope and content of such disclosure as a result of such order or legal requirement.

8. Confidential Information shall not be mechanically copied or otherwise reproduced by the Receiving Party without the express prior written consent of the Disclosing Party.
9. The Receiving Party acknowledges that the Confidential Information is disclosed on as “as is” and “as available” basis. In no event shall the Disclosing Party be liable for the accuracy or completeness of any Confidential Information. Each Party disclaims all warranties, whether express or implied, statutory or otherwise, including any implied warranties of merchantability, quality or fitness for a particular purpose with respect to Confidential Information.
10. All rights, title and interest, including any patent, design patent, patent application, trademark, copyright, or other proprietary or intellectual property rights in and to Confidential Information disclosed by the Disclosing Party shall remain vested in the Disclosing Party and no license or right is granted by the Disclosing Party to the Receiving Party under any patent, design patent, patent application, trademark, copyright, or other proprietary or intellectual property rights pertaining to Confidential Information.
11. The Receiving Party shall not be liable to the Disclosing Party for any unauthorized disclosure of Confidential Information if it can be established that it has exercised the same degree of care, however not less than reasonable care, in protecting the Confidential Information from such disclosure as it exercises in respect to its own Confidential Information and business secrets.
12. Each Party agrees that it will not disclose or make any publicity or press release or any reference to this Agreement or the discussions between the Parties without the prior written consent of the other Party.
13. At the Disclosing Party’s request, all Confidential Information which is in the possession of the Receiving Party shall be returned to the Disclosing Party by courier service or destroyed at the choice of the Disclosing Party. If requested by the Disclosing Party, the Receiving Party shall confirm in writing that all originals and/or copies of Confidential Information have been returned and/or destroyed.
14. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply a commitment by either Party with respect to present or future co-operative business relationship between the Parties or any other subject matter not expressly set forth herein.

15. For the purposes of this Agreement all notices shall be in writing and shall be sufficient if delivered in person or by air mail or e-mail to the other Party at the following address, or such other address as a Party may specify in writing:

<u>If to ABB Limited:</u>	<u>If to Wood Group UK Limited</u>
ABB Limited	WOOD GROUP UK Limited
Address: Daresbury Business Park, Daresbury, Warrington, Cheshire, WA4 4BT	Address: Sir Ian Wood House, Hareness Road, Aberdeen, AB12 3LE
E-mail: Roger.sturgeon@gb.abb.com	E-mail: ettore.maggioni@woodplc.com
Attn. Roger Sturgeon	Attn. Ettore Maggioni

16. If notice is sent by e-mail in order to be deemed to have been received it must be confirmed by a return e-mail or an original sent by mail in confirmation.
17. Any valid amendment to this Agreement shall be in writing and signed by an authorised representative of each Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.
18. This Agreement shall be valid for a period of three (3) years from the Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. The obligations set forth by this Agreement, in particular the obligation to keep Confidential Information confidential shall survive the expiration or termination of this Agreement for any reason.
19. This Agreement shall be governed by the laws of England and Wales, excluding its choice of law provisions.
20. Any dispute, controversy or claim arising out or relating to this Agreement or the breach, termination or validity thereof shall, if not settled amicably between the Parties, be exclusively and finally settled in accordance with the Arbitration Rules of the **London Maritime Arbitrators Association (LMAA)** of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be **London, England** and the language of the arbitration proceedings shall be English. Any award, order or judgment by a Court or arbitrator(s) shall be deemed final and binding on both Parties and may be entered or enforced by any court of competent jurisdiction.

The Parties agree and acknowledge that any arbitral proceedings, including the possibility of the same and any documents, statements and other information presented and disclosed before or during any arbitration, the award, order or judgment shall be deemed Confidential Information and subject to the terms and conditions of this Agreement. The foregoing shall not, however, limit a Party's right and

possibility to enforce the award and/or judgment of the arbitrators in any court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two (2) original copies, by their duly authorised representatives, on the Effective Date, one (1) for each Party hereto.

Party or CONTRACTOR	ABB Limited	Party or COMPANY	Wood Group UK Limited
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Party or CONTRACTOR	ABB Limited		
Signature:			
Name:			
Title:			
Date:			

SCHEDULE 5 – PURCHASE ORDER ADMINISTRATION

1. INTRODUCTION

- 1.1 This Section of the Agreement describes the procedures that shall be used by Company and the Contractor in administering any subsequent Purchase Order (PO).
- 1.2 The Contractor shall ensure that where detailed procedures are not comprehensively set out in this Section, such procedures shall be developed and agreed with the Company in time to carry out the Work in accordance with the PO.

2. COMMUNICATIONS

- 2.1 Correspondence in respect of all matters relating to subsequent PO's shall be addressed and directed between Contractor PO Representative and Company PO Representative.
- 2.2 Correspondence shall be in English and by electronic mail or letter in that order of preference.
- 2.3 Oral communication of instructions or information in connection with the Agreement shall be confirmed in writing using minutes of meetings or formal correspondence, as appropriate.
- 2.4 Meetings shall be held as agreed between the parties for the purposes of keeping all parties fully informed of all aspects of the Work, reviewing progress, and the status.

3. PURCHASE ORDER PROCEDURE

- 3.1 Company shall require Contractor to provide Work under separate PO's. The award of this Agreement shall in no way be deemed to entitle Contractor to provide all or any part of the Work except insofar as the Contractor is awarded a PO.
- 3.2 The Contractor shall acknowledge the PO, issued by Company, within seventy-two (72) hours from receipt.

Such a PO shall detail the following:

- (a) Frame Agreement number
- (b) Purchase Order number
- (c) Detailed description and/or specification of Work
- (d) Delivery and delivery terms (Incoterms 2020)
- (e) Time Schedule
- (f) Pricing basis of the Work
- (g) Liquidated Damages
- (h) Any special instructions (i.e. Invoicing instructions, Local / Project Terms, etc.)

- 3.3 On receipt of the PO, Contractor shall proceed with the Work.
- 3.4 Local / Project Terms shall be incorporated into PO's and shall take precedence to the extent of any conflict with the terms of this Agreement. If required by applicable local law Company and Contractor may enter into a Local Terms Agreement as set out in Schedule 6 and incorporate into the relevant PO. However, such Local Terms Agreements shall not amend the other commercial terms of this Agreement.
- 3.5 In the event that Contractor disputes any part of the PO, Contractor shall immediately contact the Company PO Representative, or his nominated deputy and the two parties shall resolve the dispute which shall be recorded in writing.
- 3.6 The terms and conditions of Agreement shall apply to any properly authorised PO raised for Work to commence before the Agreement end date or extensions thereto and shall continue to apply until completion of the PO where this is later than the Agreement end date or any extensions thereto.

4. VARIATIONS

- 4.1 Variations to the Work and adjustments to the Price in accordance with the clause headed Variations contained within the Agreement will be administered in accordance with this clause. This clause addresses the basic requirements for processing Variations that record and document alterations to the Work or the components of the Price.
- 4.2 Potential Variations can be identified by either the Company or the Contractor and are to be processed expeditiously and efficiently. Estimates or supporting documentation will be prepared and submitted in support of this form to the Company by the Contractor.
- 4.3 Where a Variation has been identified by the Company and there is insufficient time (or other limiting factors) to determine in advance the effect, if any, to the Price and/or Programme, or the effects have not been agreed following receipt by the Company of the Contractor's estimate in accordance with Clause 6.2 above, the Company may instruct the Contractor to proceed immediately with the Variation. This formal authorisation to proceed with a Variation may be subject to a stated financial limitation.
- 4.4 If agreement on a potential Variation is reached between the parties then the change will be documented on a Variation Form. The Contractor shall sign the Variation and return to the Company. The Contractor shall thereafter proceed with the duly authorised Variation.
- 4.5 Variations shall be dated and numbered consecutively by the Company as issued.

5. TIMESHEETS

Signature by the Company PO Representative of the timesheets shall mean only that Company acknowledges that the hours recorded have been expended as stated and shall not be authorisation for payment or constitute any obligation between Company and the Contractor except as specifically stated in this Agreement and/or PO.

6. REPORTING

Reporting requirements, specific formats and frequencies will require to be stipulated and agreed with Company's PO Representative.

7. SUBCONTRACTS

- 7.1 The Contractor shall in respect of Subcontracts whose estimated value is expected to be in excess of £50,000, submit all Subcontract documentation to Company at least 10 working days before inviting tenders and before awarding a Subcontract. In the event that Company submit comments to the Contractor regarding the proposed Subcontract, the Contractor shall give Company timely notification of the action to be taken by the Contractor.
- 7.2 For any Subcontract that the Contractor lets at the request of Company, such Subcontract shall be subject to competitive tendering with at least three tenderers. Where there are less than three proposed tenderers, the Contractor shall obtain prior authorisation from Company for inviting the proposed tenderers.

8. INVOICE INSTRUCTIONS

Contractor shall submit invoices for executed Work in accordance with instruction detailed within each PO and in a structured manner. Each invoice presented shall comply with the Company's coding structure and must reference the Agreement Number and relevant PO numbers and must have as a minimum a back-up sheet showing the price breakdown of the WORK being invoiced. Each invoice shall be submitted with other substantive documentation the Company may reasonably require. Invoices are to be submitted in PDF format with one invoice per PDF. Associated back-up sheets should be on the same PDF with the invoice as page 1 of the PDF document.

Failure to incorporate this information on the invoice may lead to the invoice being returned to the Contractor.

9. FINAL ACCOUNT CERTIFICATE

When the Company considers that all invoices have been paid in accordance with the PO and the warranty period has expired, the Company shall complete and submit to the Contractor a final account certificate which shall be signed and returned by Contractor within fourteen (14) days.

SCHEDULE 6 – LOCAL TERMS AGREEMENT

The Local Terms Agreement is intended to address jurisdictional issues in affected countries and should be prepared with the support of the relevant local Contractor counsel. The Local Terms Agreement should only be used if required by applicable law.

LOCAL TERMS AGREEMENT

This frame agreement (the “Frame Agreement”) is entered into on the Effective Date between

_____, a company duly organized and existing under the laws of _____, and having its principal place of business at _____ (“Local Company”),

and

_____, a company duly organized and existing under the laws of _____, and having its principal place of business at _____ (“Local Contractor”).

Reference is made to the Frame Agreement between Company and [....] dated [....] (the “Frame Agreement”).

The General Terms (as defined in the Frame Agreement) and the Local Terms (set out in Schedule A to this Local Terms Agreement) shall be incorporated into any Purchase Order entered into between the parties during the validity of this Local Terms Agreement. The Local Terms override the General Terms (as defined in the Frame Agreement) to the extent there is any conflict or inconsistency between such provisions.

This Local Terms Agreement is assignable to any of the Parties’ Affiliates domiciled in [local Country], unless otherwise agreed, and may be used by any such Affiliate as a Local Terms Agreement to be incorporated into Purchase Orders proposed or accepted by such Affiliate.

Except as may be prohibited by applicable local law or otherwise as may be set out in a Purchase Order to which this Local Terms Agreement is incorporated, this Local Terms Agreement will be governed and interpreted in accordance with the General Terms of the Frame Agreement, including its provisions relating to governing law and dispute resolution procedure.

[Local Company]

[Local Contractor]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Schedule A to the Local Terms Agreement

(Insert Local Terms)

SCHEDULE 7 – CONTRACTOR AFFILIATES

Argentina	ABB S.A.	Chile 249 Buenos Aires Capital federal C1098AAE Argentina
Australia	ABB Australia Pty Limited	1 Bapaume Road Moorebank NSW 2170 Australia
Australia	ABB Industrial Solutions (Australia) Pty Limited	1 Bapaume Road Moorebank NSW 2170 Australia
Brazil	ABB AUTOMACAO LTDA	Rod Sen.Jose Ermirio de Moraes; km11 Sorocaba Sau Paulo 18087-125 Brazil
Brazil	ABB ELETRIFICACAO LTDA	Rod Sen.Jose Ermirio de Moraes; km11 Sorocaba Sau Paulo 18087-125 Brazil
Canada	ABB Inc.	800 Boul. Hymus Saint-Laurent Quebec H4S 0B5 Canada
Chile	ABB S.A.	Av. Vicuna Mackenna 1602 Nunoa Santiago Santiago 7780006 Chile
China	ABB (China) Ltd.	10 Jiuxianqiao Lu Universal Plaza Chaoyang District Beijing 100015 China
Colombia	ABB Colombia Ltda	Av.Carrera 45 N 108-27 Torre 1 Piso 12 Bogota Cundinamarca 111111

		Columbia
Czech Republic	ABB s.r.o.	Vyskočilova 1561/4a Michle 140 00 Praha 4 Prague Czech Republic
Egypt	Asea Brown Boveri S.A.E.	Building 208 North 90 St. 5th Settlement New Cairo P.O. Box 51, 1st Settlement Cairo Egypt
Finland	ABB Oy	Stroembergintie 1 Helsinki Uusimaa 00380 Finland
France	ABB SAS	7 Boulevard D'Osny CS 88570 CERGY Cergy Pontoise Val-d'Oise 95892 France
Germany	ABB AG, Electrification Business	Kallstadter Strasse 1 68309 Mannheim Baden-Wurttemberg Germany
Germany	ABB Automation GmbH	Kallstadter Strasse 1 68309 Mannheim Baden-Wurttemberg Germany
Germany	ABB Automation Products GmbH	Kallstadter Strasse 1 68309 Mannheim Baden-Wurttemberg Germany
India	ABB India Limited	Plot No. 5 & 6, 2nd Stage Peenya Industrial Area IV Peenya Bangalore Kamataka 560058 India
Italy	ABB S.p.A.	Via Vittor Pisani 16 Milano Milano 20124 Italy
Japan	ABB K.K.	ThinkPark Tower 22F 2-1-1 Osaki Shinagawa-ku Tokyo 141-6022

		japan
Malaysia	ABB Malaysia Sdn Bhd	Lot 608, Jalan Lagoon Selatan Bandar Sunway Subang Jaya Selangor 47500 Malaysia
Mexico	Asea Brown Boveri S.A. de C.V.	Avenida Central No. 310, Parque Logístico. CP78395, San Luis Potosí San Luis Potosí México
New Zealand	ABB Limited	83 Grafton Road Auckland 1010 New Zealand
Norway	ABB AS	Snaroyveien 30 Fornebu Viken 1360 Norway
Peru	ABB S.A.	Av. Argentina 3120 Lima Lima 15081 Peru
Qatar	ABB LLC	Al Asmakh Tower Bldg # 49 Onaiza District West bay Doha Qatar
Romania	ABB Asea Brown Boveri SRL	4D Gara Herastrau Street Building C 8th floor 2nd district Bucharest Bucuresti 020334 Romania
Russia	ABB Ltd.	Nakhimovskiy prospekt, 58, of.5A.R5 Moscow 17335 Russian Federation
Saudi Arabia	ABB Electrical Industries Co. Ltd.	2nd Industrial Area Riyadh Riad 11643 Saudi Arabia
Singapore	ABB Pte. Ltd.	2 Ayer Rajah Crescent Singapore 139935 Singapore

South Africa	ABB South Africa (Pty) Ltd.	2 Lake Road Longmeadow Business Estate (North) Modderfontein Gauteng 1609 South Africa
Spain	Asea Brown Boveri S.A.	Calle San Romualdo 13 28037 Madrid Spain
Sweden	ABB AB	Kopparbergsvagen 2 Bnr 235 Västerås Vastmanlands Lan 721 83 Sweden
Thailand	ABB Automation (Thailand) Co., Ltd.	161/1 SG Tower Soi Mahatlekluang 3 Rajdamri Road Lumpini Pathumwan Bangkok 10330 Thailand
Thailand	ABB Electrification (Thailand) Co., Ltd.	161/1 SG Tower Soi Mahatlekluang 3 Rajdamri Road Lumpini Pathumwan Bangkok 10330 Thailand
United Arab Emirates	ABB Industries LLC	Al Quoz Industrial Area 3, Dubai United Arab Emirates, PO Box 11070
United Kingdom	ABB Limited	Daresbury Park Daresbury Warrington Cheshire WA4 4BT United Kingdom
United States	ABB Inc.	305 Gregson Drive, Cary, North Carolina 27511 USA

SCHEDULE 8 – COMPANY AFFILIATES

EAAA Region

Wood Australia Pty Ltd	Australia
Socar-Foster Wheeler Engineering LLC	Azerbaijan
Wood Group PSN Azerbaijan LLC	
Wood Group UK Ltd - Azerbaijan Branch	
Wood Italiana srl - Belgium branch	Belgium
Amec Foster Wheeler (B) SDN BHD	Brunei Darussalam
SZPE Amec Foster Wheeler Engineering Co., Ltd (Change of name proposed - Wood Zone Company Ltd)	China
SZPE Amec Foster Wheeler Engineering Co., Ltd - Guangxi China Branch (Change of name proposed - Wood Zone Company Ltd)	
Amec Foster Wheeler France S.A. - Egypt branch	Egypt
Hexagon Sociedad Anonima con Consejo de Administracion	Equatorial Guinea
Amec Foster Wheeler France S.A.	France
Wood & BBS Ghana Limited	Ghana
Amec Foster Wheeler Hellas Engineering and Construction Societe Anonyme	Greece
Amec Foster Wheeler India Private Limited (Change of name proposed - Wood India)	India
PT Australian Skills Training	Indonesia
Ghabet El Iraq for General Contracting and Engineering Services, Engineering Consultancy (LLC)	Iraq
East Mediterranean Energy Services Ltd - Israel Branch	Israel
Wood Italiana srl	Italy
PSN KazStroy JSC	Kazakhstan
Wood Group Kazakhstan LLP	
AMEC Kuwait Project Management and Contracting Company W.L.L.	Kuwait
Amec Foster Wheeler Group Limited - Kuwait Branch	
Foster Wheeler E&C (Malaysia) Sdn. Bhd.	Malaysia
Wood Group Engineering Sdn. Bhd	
Wood Group Mustang (M) Sdn. Bhd.	
Amec Foster Wheeler Mozambique Limitada	Mozambique
M&O Pacific Ltd	New Zealand
Beca AMEC Limited (Change of name proposed - Wood Beca Limited)	
Wood Group Norway AS	Norway
Amec Foster Wheeler Engineering Consultancy LLC	Oman
Amec Foster Wheeler Engineering Consultancy LLC (Duqm Branch)	
Wood LLC	
Wood Engineering PNG Ltd	Papua New Guinea
Wood Group PNG Limited	
AMEC Services Limited	Philippines
AMEC Black Cat LLC (Change of name proposed - Wood Black Cat LLC)	Qatar
Wood Italiana srl	Romania

Production Services Network Sakhalin LLC	Russian Federation
Amec Foster Wheeler Arabia Ltd.	Saudi Arabia
Mustang and Faisal Jamil Al-Hejailan Consulting Engineering Company	
Amec Foster Wheeler Asia Pacific Pte. Ltd.	Singapore
Rider Hunt International South Africa (Pty) Ltd	South Africa
Wood South Africa (Pty) Ltd	
Amec Foster Wheeler Group Limited	Sweden
Foster Wheeler (Thailand) Limited	Thailand
Wood Australia Pty Ltd	Timor Leste
Amec Foster Wheeler Bimas Birlesik Insaat ve Muhendislik A.S.	Turkey
Amec Foster Wheeler International Limited	UAE
Production Services Network Emirates LLC	
Amec Foster Wheeler Group Limited	UK
Amec Foster Wheeler International Limited	
AMEC Services Limited	
East Mediterranean Energy Services Ltd	
Mustang Engineering Ltd	
Production Services Network (UK) Ltd	
Wood Group UK Ltd	
Wood Transmission and Distribution Limited	
Foster Wheeler (Thailand) Limited - Vietnam Rep Office	Vietnam

ASA Region

AMEC E&C Services 1, PC
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler Arabia Ltd.
Amec Foster Wheeler Constructors, Inc.
Amec Foster Wheeler Design, LLC
Amec Foster Wheeler E&C Services, Inc.
Amec Foster Wheeler Environmental Equipment Company, Inc.
Amec Foster Wheeler Industrial Power Company, Inc.
Amec Foster Wheeler Kamtech, Inc.
Amec Foster Wheeler Martinez, Inc.
Amec Foster Wheeler North America Corp.
Amec Foster Wheeler Oil & Gas, Inc.
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler Programs, Inc.
Amec Foster Wheeler USA Corporation
AMEC Industrial Programs, LLC
AMEC Massachusetts, Inc.
AMEC Michigan, Inc.
AMEC North Carolina, Inc.
Foster Wheeler Andes, Inc.

Foster Wheeler Asia Limited
Foster Wheeler Avon, Inc.
Foster Wheeler Development Corporation
Foster Wheeler Energy Corporation
Foster Wheeler Energy Manufacturing, Inc.
Foster Wheeler Finance LLC
Foster Wheeler Inc.
Foster Wheeler Intercontinental Corporation
Foster Wheeler International LLC
Foster Wheeler LLC
Foster Wheeler Real Estate Development Corp.
Foster Wheeler Realty Services, Inc.
Mitchell's Oil Field Services, Inc.
Mustang Engineering (North Carolina) PC
Mustang Engineering Florida, Inc.
Mustang International, L.P.
Mustang of New Jersey, Inc.
Mustang Process and Industrial Inc.
Mustang Subs GP, Inc.
Mustang Subs LP, Inc.
Wood Environment & Infrastructure Solutions, Inc.
Wood Group Alaska, LLC
Wood Group E & PF Holdings, Inc.
Wood Group Engineering (Colombia) Ltd.
Wood Group Mustang Holdings, Inc.
Wood Group PDE Limited
Wood Group PSN, Inc.
Wood Group Support Services, Inc.
Wood Group US Holdings, Inc.
Wood Group US International, Inc.
Wood Group USA, Inc.

SCHEDULE 9 – BASIS OF WOOD – POTENTIAL KEY SUPPLIER RELATIONSHIP

BASIS OF WOOD - SUPPLIER PARTNERSHIP

The following bullets shall be considered as guidelines for the implementation of the long-term partnership, leaving the responsibility of each Wood Business Unit office or its affiliate to adapt them to the specific project constraints.

1. Use of standardized interfaces with Wood IT tools:

Starting from a condition where a lot of different Systems are presently used by the various Wood Offices, the below listed Systems are those that at end of the on-going journey Wood will adopt to interface the SUPPLIER

- I-Procurement (SC Oracle based System), presently not yet a global tool
- E- Procurement, from ITT issue up to PO placement
- AVEVA ERM Material Management system (under development)
- Fusion Live EDMS for documentation exchange after PO (under development)

2. Use of interfaces with Wood I&A Engineering tools (or directly access them):

Where Wood projects use one of the below listed engineering tools, proper interfaces or direct access to these systems shall be adopted to facilitate the engineering data exchange.

Proper common data exchange formats and templates shall be developed and applied.

- AVEVA Engineering/AVEVA Instrumentation/Aveva Electrical
- Hexagon SmartPlant Instrumentation/Electrical
- Siemens Comos (mainly on pharma projects)

3. Migration from Deliverables based interface to Data exchange based interface (delivery of goods and Structured Data to final user - Digital twin (Physical Plant + Digital plant))

With the objective of standardizing the technical requirements and data to be exchanged for the procurement of instrumentation and control systems and once reached a sufficient maturity, the following international standard procurement specifications and data sheets will be adopted by Wood

- JIP33 (Joint Industry Programme 33) Standardizing Procurement Specifications - <https://www.iogp-jip33.org/>

Where final users require Wood the supply of a handover database, the Supplier shall provide structured data relevant to material part of the single Purchase Orders in line with the following standardization program

- JIP36 (Joint Industry Programme 36) CFIHOS Capital Facilities Information Handover Specification - www.jip36-cfihos.org

4. Time saving on both sides during Quotation preparation and during Engineering after PO.

- Instrumentation/valves sizing by SUPPLIER, starting from Process data provided by Wood
- Wood Data Sheets completed by SUPPLIER (using project-based formats (see above points 2 and 3))
- Dimensional drawings sided by dimensional data on excel format, suitable for import in 3D model (Aveva E3D or Hexagon SP3D)

- Where available the SUPPLIER will provide 3D model files of the equipment being supplied in a format compatible with Aveva E3D or Hexagon SP3D systems.

5. The Inspection data book shall not include duplicated deliverables already supplied to Wood Engineering team

The inspection books shall include only the documents related to inspections and certificates without duplicating documents already subject to Wood Engineering Team review and comment. The inspection book shall typically include:

- Inspection plan
- Material certificates (supplied material proved by certificate regardless of the origin of material)
- Internal test certificates
- SIL data (for SIS applications) (certificated and data on excel format)
- Hazardous area certificates
- Calibration certificates
- FAT report

Use of Electronic documents to be used where available and made available through mutual electronic document system

6. Simplify documentation production to the essential

avoid production of documents not giving any added value. The SUPPLIER documentation shall typically include:

- Product Specification sheets
- Vendor Standard Dimensional /general arrangement drawings and dimensional data
- Calculation sheets
- E&I equipment data sheets
- Integrated control system configuration database (on a common agreed data exchange format)
- Wiring diagrams
- Terminal strip wiring diagrams
- HW and SW functional specifications (applicable to Engineered control systems supply)
- Instruction and Operating manuals (in English and local language)
- 3D model files, where available and applicable.

Standardised SDRL to be developed.

7. Factory Acceptance Test / Inspection

- Utilisation of early modular testing where appropriate to reduce FAT testing time later in the project
- Limit the witnessed inspections c/o SUPPLIER workshop only where strictly required /necessary (as base to be case avoided for standard products)
- Maximize the use of remotely witnessed inspection by using smart communication devices connected to Wood Offices
- With implementation of standardization of systems on projects rather than bespoke solutions this will also make things easier going forward

8. Training for Wood personnel

- Free attendance by Wood technical people to webinars on SUPPLIER Products and Solutions and to training sessions c/o SUPPLIER premises

9. Early involvement of SUPPLIER during project execution

- Where feasible, the SUPPLIER will be involved since the early phase of the projects, typical during the FEED phase, identifying the SUPPLIER's potential scope of supply. Once agreed, Wood will propose to the Client the involvement of the SUPPLIER as a Main Instrumentation Vendor (MIV) for field Instrumentation supply, as Main Automation Contractor (MAC) for Control Systems supplies, Main Electrical Contractor (MEC) for Electrical Equipment supplies or as Main Telecoms Contractor (MTC) for Telecoms & Security Systems supplies and the SUPPLIER will provide in due time the relevant material and services cost estimation.
- Where included in the EPC projects Approved Vendor List for the supply of multiple typologies instrumentation, control systems, electrical equipment, Telecoms and Security equipment the SUPPLIER can be involved as a Main Instrumentation Vendor (MIV) and/or Main Automation Contractor and/or Main Electrical Contractor and/or Main Telecom Contractor. Or a combined EICT scope
- Where appropriate in Project Execution, ABB Interface Engineer to be embedded into Wood team for expediency of required data collation and Interface assistance with packages

10. Call off Purchase Orders technical content

- For every call off Purchase Order, Material Requisitions with relevant applicable job specifications, covering the specific scope of material and services supply, will be issued by the involved Wood office (first issued for inquiry and then for order)

11. Web based shared collaboration tools

- Where available, Shared tool(s), allowing development of documents by both sides working on a cloud based common platform, will be adopted.

12. Matrix of responsibilities

For every project a matrix of responsibilities shall be developed, listing the activities and deliverables to be produced indicating for each one who is responsible for relevant execution, review/comment, and approval.

13. Maximize vendor standardization

The use of vendor standards products meeting international standards, local rules and the minimum set of specific project requirements shall be maximized.