

GENERAL TERMS AND CONDITIONS | GOODS AND SERVICES OFFSHORE

1 Preamble

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

2 Definitions

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

**"Agreement"** – means the agreement between Company and Contractor for the sale and purchase of the Goods and/or Services in accordance with these Conditions and as set out in a Work Order;

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

**"Company"** – means the Maersk Drilling entity that enters into a Work Order with a Contractor for the purchase of the Goods and/or Services;

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

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

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

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

**"Contractor"** – means the entity specified in the Work Order from whom Company is purchasing the Goods and/or Services;

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

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

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

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

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

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

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

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

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

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

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

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

**"Party"** – means each of Company and Contractor and "Parties" means Company and Contractor collectively;

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

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

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

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

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

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

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

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

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

**3 Work Orders**

- 3.1 The Work Order shall be deemed to be accepted on the earlier of:
  - a) Contractor issuing a written acceptance of the Work Order; or
  - b) Contractor doing any act consistent with fulfilling the Work Order, at which point the Agreement shall come into existence.

**4 Contractor's responsibilities**

- 4.1 **Work.** Contractor shall from the date set in the Work Order and for the duration of the Agreement provide the Work to Company in accordance with the terms of the Agreement.

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

- 4.2 **Spare parts for pre-commissioning, commissioning, start-up and special tools.** Contractor shall provide, preserve, pack, mark, and identify, transport, secure and deliver as part of the Work Order and included in the above Work Order total price, spare parts for pre-commissioning, commissioning, start-up and first fill chemicals/lubricants (if any) and special tools as required by an experienced contractor.

- 4.3 **Services.** In providing the Services, Contractor shall:
  - a) co-operate with Company in all matters relating to the Services, and comply with all instructions of Company;
  - b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Contractor's obligations are fulfilled in accordance with the Agreement;
  - c) ensure that the Deliverables shall be fit for any purpose that Company expressly or impliedly makes known to Contractor;
  - d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Company, will be free from defects in workmanship, installation and design;
  - f) obtain and at all times maintain all licenses and consents which may be required for the provision of the Services;
  - g) observe all health and safety rules and regulations and any other security requirements that apply at any of Company's premises and Facilities;

- h) hold all materials, equipment and tools, drawings, specifications and data, cf. clause 20 (Data), supplied by Company to Contractor ("Company Materials") in safe custody, maintain Company Materials in good condition until returned to Company, and not dispose or use Company Materials other than in accordance with Company's written instructions or authorisation; and
- i) not do or omit to do anything which may cause Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and Contractor acknowledges that Company may rely or act on the Services.

**5 Price, Invoicing, Payment and Taxes**

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

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

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

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

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

- 5.4 **Invoicing.** Invoices shall be in English, addressed to Company and include all necessary references to the specific Goods and Services provided and Company's references including Company's name, contact person and department, Work Order number, place of delivery, quantity and description of the Goods or Services (in the same sequence as in the Work Order). With regards to taxes each invoice shall show (i) the governing VAT rate applicable to the charges being invoiced; (ii) the VAT registration number of Contractor; and (iii) the VAT registration number of Company.

- 5.5 **Due payment and non-payment.** Payment shall, unless otherwise stipulated in a Work Order, be due and payable current month + 60 (sixty) days from delivery and Company's receipt of complete and correct invoice at the address stated in the Work Order, if not disputed by Company prior thereto in writing. In the event Company has not received an invoice, in whole or in part, for the Goods or Services under a Work Order at the address stated in the Work Order 180 (one-hundred and eighty) days after the delivery of the Goods or completion of the Services, such Goods or Services shall not qualify for invoicing and any such invoice presented shall not be payable.

- 5.6 **Interest on late payments.** In the event of late payment of undisputed amounts Company shall pay interest on all overdue sums at the Bank of England Base rate plus 2% (two per cent) p.a. proportionally for the period.

- 5.7 **VAT.** All prices and rates contained in this Agreement are exclusive of VAT but inclusive of all other taxes, withholding taxes, duties and charges including, but not limited to, corporate income taxes, individual taxes and other social contributions (labour law taxes). Notwithstanding anything else herein to the contrary, Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local corporate,

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income, employment, or any other taxes or duties as may be required to be withheld pursuant to any applicable law or regulation, determined by Company in its sole discretion exercised in good faith. Contractor acknowledges that it may have tax obligations outside of its state of residence or incorporation or the state from where it operates, including specific tax reporting or filing obligations. It is the liability of Contractor to ensure that all relevant documentation requirement related to VAT are met. If Company and Contractor are in dispute in respect to the VAT liability to be applied to the Agreement, the Parties shall promptly apply for a written opinion from the appropriate Tax Authorities on the supplies made under the Agreement. The opinion of the appropriate authorities shall bind both Parties. Each party is to cover its own cost related to the opinion.

- 5.8 **Tax.** Each Party is responsible for all taxes (including, but not limited to, taxes based upon its in-come) or levies imposed on it under applicable laws, regulations and tax treaties as a result of any contract and any payments hereunder. In the event that a withholding tax or similar tax, including any advance tax, is payable, Company will be entitled to deduct the withholding tax or similar tax from the payment relating to Contractor as required under applicable laws, regulations and tax treaties. Contractor will indemnify and hold Company harmless against all claims by any tax authority for any underpayment of withholding tax or similar tax including advance tax, penalties and interest.
- 5.9 **Form RF-1199 (applicable for delivery of Goods and/or Services in Norway and/or on the Norwegian continental shelf and/or when Company is a Norwegian Maersk Drilling entity).** Contractor warrants that it is familiar with the Norwegian Assessment Act (*Skatteforvaltingsloven*) of 27 May 2016 no. 14, in particular paragraph 7-6 of the Act, with appurtenant regulations passed by the Ministry of Finance, concerning the duty to report on employees and companies resident abroad who are given assignments on the Norwegian continental shelf and/or in Norway. Company will furnish the relevant RF-1199 and submit it to the Norwegian Tax Authorities. A copy will be sent to Contractor only if electronic reporting is not possible. Contractor warrants that it will send a written notification to Maersk Drilling Norge AS ("MDN") before Contractor's own employees and any Sub-Contractors commence work on the Norwegian continental shelf and/or in Norway under the Agreement and/or Work Order. Contractor shall furnish all other required information to the Norwegian Tax Authorities concerning Contractor's own employees (RF-1198) and any Sub-Contractors (RF-1199) as soon as possible after the Agreement and/or Work Order has been awarded and no later than 14 – fourteen – days after the work on the Norwegian continental shelf and/or in Norway has commenced. Any changes to the Agreement and/or Work Order shall be reported by Contractor no later than 14 days after the changes have occurred. A copy of Contractor's reporting of own employees and any Sub-Contractors is to be sent to MDN upon request.

**Additional requirements for the provision of personnel.** For foreign resident employees who are not employed by Norwegian registered companies, MDN can request a copy of their tax statements every other month, the remittance forms which have been sent to the Norwegian Tax Authorities as well as copies of bank or postal account receipt for paid taxes. If requested, these copies shall be with MDN within the 30th of the month when payments have been made. If the copies are not received in time, payments due to Contractor will be withhold. The information in such documents will be handled confidentially and shall be sent directly to MDN. For foreign resident employees employed by Norwegian registered companies, MDN can request a statement from a certified public accountant comprising all conditions of all foreign resident employees' salaries and benefits, including a statement that, as far as the accountant knows, there exists no non-declared benefits chargeable with tax. If requested, the statement shall list all individuals involved and shall be forwarded at least yearly, in addition to when an employee takes up or leaves a position with Contractor.

- 5.10 **Right to set off payment.** Company reserves the right to set off payments against any amount validly in dispute or owed to Company by Contractor.
- 5.11 **Quarantine period.** If Contractor Group personnel is subject to quarantine, due to i) local regulations, ii) showing symptoms of COVID19 (and/or any other similar disorder, epidemic or pandemic), or iii) Company's instruction to do so as a preventive measurement, Company shall as the sole compensation in relation to such quarantine pay unless otherwise agreed 50% of the daily or hourly rate for standby (if no standby rate then the operating rate), as for the quarantine period, however for no longer than 14 calendar days. Company will, unless otherwise agreed, arrange and pay for board and lodging for the quarantine period. Where Contractor arranges quarantine, Company will reimburse all reasonable costs in relation to board and lodging for the quarantine period at cost and subject to Contractor submitting documentation to Company's satisfaction.

Contractor is not entitled to any other fee and/or compensation for any period of quarantine. Notwithstanding the previous no compensation of any kind shall be paid for quarantine periods i) in connection with Contractor's demobilisation, ii) where Contractor's personnel have failed to comply with health and safety regulation, or iii) where the Work is performed in Contractor personnel's country of origin or residence.

**6 Delivery, Title and Risk**

- 6.1 **Delivery.** Goods shall be delivered at the Point of Delivery on the Delivery Date in accordance with the Delivery Term all as specified in the Work Order along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other relevant documentation.
- 6.2 **Incoterms.** Unless otherwise provided in a Work Order, delivery terms for Goods shall be DDP (Incoterms 2010) (as Delivery Term) at the Facilities (as Point of Delivery) and on the date stated in the Work Order with all necessary customs invoices and delivery notes (issued in duplicates in English), advice notes, bills of lading and other documents ordinarily accompanying such Goods. Contractor has an obligation to insure the full value of the Goods, regardless of Incoterms rules agreed. If the Delivery Term conflicts with any other provision of a Work Order, the latter shall prevail.
- 6.3 **Services.** Services shall be provided at the delivery point (Point of Delivery) and on the date(s) as specified in the Work Order.
- 6.4 **Complete delivery.** Unless otherwise provided in the Work Order, delivery shall not be deemed to have taken place until the Goods and/or Services have been received in full and in conformance with the timeline and milestones set out in the Work Order and with all certificates of approval, test certificates and other certification or necessary documentation required according to this Agreement or at law.
- 6.5 **Title and risk.** Without prejudice to Company's rights and remedies herein, title and risk for the Goods shall pass to Company upon, and Contractor remains fully responsible for all Goods until, confirmed delivery, whereas title and risk of the Deliverables shall pass to Company upon approved completion of the Services, unless otherwise provided in the Work Order. Contractor remains responsible for all goods, equipment or material leased to Company as part of its Services.

**7 Suspension and Termination**

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

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

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

- 7.2 **Termination.** Company may terminate the Agreement for convenience upon 1 (one) month prior written notice to Contractor.

Without limiting or affecting any other right or remedy available to it, Company may terminate the Agreement with immediate effect by giving written notice to Contractor if:

- a) Contractor commits a material breach of any of the provisions of the Agreement and such breach is not capable of remedy or, where capable of remedy and following receipt of a notice from Company, Contractor does not immediately commence and thereafter continuously proceed with

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action satisfactory to Company to remedy such breach and in any event does not remedy the same within seven (7) days from receipt of such notice; or

- b) there is a change of control of Contractor; or
- c) Contractor's financial position deteriorates to such an extent that in the Company's opinion Contractor's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
- d) Contractor commits a breach of clauses 4.3 f), g), i) (Contractor's responsibilities. Services) and clause 11 (Compliance) and clause 12 (Responsible Procurement).

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

8 **Packing, Marking and Storage**

8.1 **Packing requirements.** Unless it is set out differently in a Work Order, all Goods delivered (including each successive deliveries) shall be packed in non-wooden packaging, presented with a "Non-wooden Packaging Declaration" or alternatively approved wooden packaging, i.e. bark-free and heat or fume-treated carrying an official certificate from the exporting Government approving the above treatment. In case above requirements are not complied with Company has the right to reject the delivery or re-package the Goods at Contractor's expense. All Goods shall be delivered in a secure and appropriate packing suitable for domestic or overseas transport with due consideration to the generic nature and composition of the Goods supplied. Each Work Order must be clearly marked and packed separately to ensure proper registration and receipt. Contractor is allowed to pack several Work Orders on the same pallet, as long as each Work Order is packed in its own package. Pallets containing packages for several Work Orders shall be labelled with an A4 sized sign "Mixed Pallet" or "Split Pallet". Contractor must pack multiple packages for a single Work Order on the same pallet. Contractor may not split a purchase order with multiple packages over several pallets unless the Work Order is so large that it fills one pallet and needs to be packed on a second pallet. Contractor shall otherwise follow any reasonable handling and packing instructions.

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

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

9 **Hazardous Substances**

9.1 **Registration requirement.** If a Contractor delivers hazardous substances, Contractor shall provide the necessary documentation (including HOCNF) in line with the local regulations, wherever applicable within 14 days. According to international maritime legislation a Safety Data Sheet ("SDS") shall be delivered by Contractor to Company together with the delivery taking place; and any other relevant documents as required by the applicable local conventions and regulations. Contractor shall also send a PDF copy of such SDS to chemicals@maerskdrilling.com written in English prior to each first-time delivery and subsequently after each revision.

9.2 **Instructions.** All hazardous substances delivered shall be accompanied by easily understandable instructions (SDS and Product Data Sheet) in English or any local language (subject to the local regulatory requirements) and a dangerous Goods

declaration or a marine pollutants declaration, as applicable as required by the Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations.

9.3 **Compliance.** The SDS shall comply with applicable EU and Danish legislations and/or any other relevant applicable local regulations. Contractor shall update the SDS continuously and minimum once a year to confirm the validity. This shall be communicated to chemicals@maerskdrilling.com.

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

9.5 **Costs.** Contractor is expected to pay for all costs in connection with preparation of the SDS as described above.

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

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

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

Prohibited Materials	Definitions
Asbestos	Materials containing asbestos
Ozone-depleting substances	Controlled substances defined in Article 1(4) of the Montreal Protocol on Substances that Deplete the Ozone Layer, 1987, listed in Annexes A,B,C or E to that Protocol in force at the time of application or interpretation of this Annex.
	Ozone-depleting substances that may be found on board ships include, but are not limited to:
	Halon 1211 Bromochlorodifluoromethane
	Halon 1301 Bromotrifluoromethane
	Halon 2402 1,2-Dibromo-1,1,2,2-tetra fluoroethane (also known as Halon 114B2)
	CFC-11 Trichlorofluoromethane CFC-12 Dichlorodifluoromethane
	CFC-113 1,1,2-Trichloro-1,2,2-trifluoro ethane
CFC-114 1,2-Dichloro-1,1,2,2-tetrafluoro ethane	
CFC-115 Chloropentafluoroethane HCFC-22	
Chlorodifluoromethane	
Polychlorinated biphenyls (PCB)	'Polychlorinated biphenyls' means aromatic compounds formed in such a manner that the hydrogen atoms on the biphenyl molecule (two benzene rings bonded together by a single carbon- carbon bond) may be replaced by up to ten chlorine atoms  (CAS No: 1763-23-1) C 8 F 17 SQ 2 X (X = OH, Metal salt (O-M + ), halide, amide, and other derivatives including polymers)  <i>Examples:</i> Potassium perfluorooctane sulfonate (CAS no. 2795-39-3); Lithium perfluorooctane sulfonate (CAS no. 29457-72-5); Ammonium perfluorooctanesulfonate (CAS no. 29081-56-9); diethanolammonium perfluorooctane sulfonate (CAS no. 70225-14-8); tetraethylammonium perfluorooctane sulfonate (CAS no. 56773-42-3); dicycldimethylammonium perfluorooctane sulfonate (CAS no. 251099-16-8)
Perfluorooctane sulfonic acid (PFOS)	'Perfluorooctane sulfonic acid' (PFOS) means perfluorooctane sulfonic acid and its derivatives.
Anti-fouling compounds and systems	Anti-fouling compounds and systems regulated under Annex I to the International Convention on the Control of Harmful Anti-fouling Systems on Ships, 2001 (AFS Convention) in force at the time of application or interpretation of this Annex.

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

Hazardous Materials	Threshold values
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1	Cadmium and Cadmium Compounds	100 mg/kg
2	Hexavalent Chromium and Hexavalent Chromium Compounds	1000 mg/kg
3	Lead and Lead Compounds	1000 mg/kg
4	Mercury and Mercury Compounds	1000 mg/kg
5	Polybrominated Biphenyl (PBBs)	50 mg/kg
6	Polybrominated Diphenyl Ethers (PBDEs)	1000 mg/kg
7	Polychlorinated Naphthalenes (more than 3 chlorine atoms)	50 mg/kg
8	Radioactive Substances	No threshold value
9	Certain Shortchain Chlorinated Paraffins (Alkanes, C10-C13, chloro)	1%
10	Brominated Flame Retardant (HBCDD) EC No: 221-695-9, 247-148-4, CAS No: 3194-55-6 25637-99-4; alpha-hexabromocyclododecane, CAS No: 134237-50-6; beta-hexabromocyclododecane, CAS No: 134237-51-7; gamma-hexabromocyclododecane, CAS No: 134237-52-8	100 mg/kg (0.01%)

10.4 **Hazardous Documentation.** Upon request by Company; Contractor shall provide two documents, (i) Supplier's Declaration of Conformity (SDoC) and (ii) Material Declaration (MD) for Goods (equipment, components, spares, materials, stores, gaskets, etc.) supplied to Company as per IMO guidelines. Costs related to this will be borne by Contractor.

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

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

Contractor shall carry out the re-delivery of the "Prohibited material free replacement Goods" immediately following Company's request or at such other time as required by Company to comply with Company's operational requirements. If Contractor is unable to deliver the replacement compliant Goods immediately; Company may undertake Contractor's responsibilities and choose alternate Contractors to deliver the complying Goods. Company shall notify Contractor in such cases and shall be entitled to recover from Contractor all additional costs reasonably incurred by Company as a direct result of carrying out such responsibilities. Contractor will bear all the cost of removal of non-conforming Goods from Company's location, following the relevant regulation for removal of the prohibited material.

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

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

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

11 Compliance

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

11.2 **Foreign Trade Controls and Sanctions.** Contractor shall, and shall ensure that Contractor Group shall, comply with all trade, economic and financial sanctions and embargoes and all laws, regulations and orders directly or indirectly applicable to delivery of the Goods and Services including those imposed by the United States ("U.S.") and the European Union ("EU") and any EU member state, including for the avoidance of doubt all applicable regulations governing the export and re-export of goods, software and technology ("Foreign Trade Controls"). Contractor warrants hereby that no member of Contractor Group is subject to any sanction, prohibition, restriction or designation that would cause the provision of the Goods and Services to be unlawful further to any applicable Foreign Trade Controls. To the extent any goods, software and/or technology ("Items") supplied by Contractor to Company are subject to any such Foreign Trade Controls, Contractor shall without delay and in a form satisfactory to Company provide the specific export/re-export classification of each of the Items, including the U.S. export control classification number ("ECCN"), EU dual use classification, and/or other relevant means of classification for Items restricted under applicable Foreign Trade Controls, including for the avoidance of doubt those applicable to Items subject to military export controls.

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

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

12 Responsible Procurement

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

12.2 **Third Party Code of Conduct.** Contractor shall respect and commit to implement MD's Third Party Code of Conduct as amended from time to time and found at [www.maerskdrilling.com/who-we-are/our-values](http://www.maerskdrilling.com/who-we-are/our-values) or alternatively an internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as but not limited to United Nations Global Compact (UNGC), and Contractor agrees to accommodate any potential audit by MD or Company in order to verify the same.

13 Force Majeure

13.1 A Party shall not be responsible for any failure to fulfil any term or condition of the Work Order caused by an unforeseen, extraordinary and serious event (not including economic hardship or adverse weather conditions, except for extraordinary weather conditions) not within its control and not caused by its default or error and which it could not reasonably have provided against by exercising due diligence and/or applying reasonable additional resources. If such event continues for 30 (thirty) consecutive days, Company may terminate the Agreement and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made under such Agreement, where Company shall pay Contractor a fair value of the delivered Goods and/or Services in accordance with this Conditions and as agreed between the Parties. The Party invoking

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force majeure shall, as soon as possible, notify the other Party hereof in writing and take all reasonable steps to overcome or mitigate the impact of force majeure event.

14 Right to Audit

14.1 Company shall have the right, at its own expense and discretion, and no more than once a year to conduct quality audit of the production, processes, quality and other relevant part(s) of Contractor; provided that Company requesting such audit shall provide at least five (5) days prior written notice of the date of such intended audit to Contractor. During such respective audit, Contractor shall grant Company's representative necessary access and cooperate with the reasonable requests of the Company's representative related to such audit which Company shall keep confidential from unrelated parties. Company shall not be accounted for costs occurring to Contractor's own personnel regarding such audit.

15 Intellectual Property Rights

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

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

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

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

15.5 Notwithstanding anything mentioned hereinabove, for any other Intellectual Property Rights, which are not developed or made for the purpose of the performance of the Agreement and/or any Work Order, as set forth in this clause 15 (Intellectual Property Rights), Contractor grants to Company Group a worldwide, royalty free, irrevocable transferable, sublicensable and non-exclusive license for the Agreement and/or Work Order for Company to use any and all intellectual Property Rights pertaining hereto to the extent necessary, subject to the Agreement and/or Work Order, for Company Group to enjoy full benefit and enjoyment of such Intellectual Property Rights.

16 Confidentiality and Reference

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

- a) is part of the public domain; or

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

Contractor must ensure that any Person to whom it discloses data to which clause 16.1 (Confidentiality) applies is aware of the terms of this clause 16 and complies with its terms as if it were Contractor. Contractor will be responsible for any action (or failure to take action) by any Person to whom it discloses any data to which clause 16.1 applies that would constitute a breach of this clause 16 if such Person were Contractor.

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

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

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

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

17 Warranties

17.1 **Contractor's warranties.** Contractor warrants and undertakes that (i) the Goods shall (a) be new, of good quality and workmanship, free from defects and fit for the intended purposes as known to the Parties, including complying with any applicable regulation and specifications, including applicable standards, (b) to the extent supplied subject to a shelf life, have sufficient shelf life remaining to satisfy the requirements of a Work Order, (c) be free from all liens, charges, encumbrances and retention of title claims (ii) the Services are provided with all reasonable skill, care and diligence including in accordance with market standards and first class professional practices or such other level of standards agreed between the Parties, (iii) relevant spare parts and/or associated services for Goods will be available for a minimum of 10 years from delivery of the relevant Goods delivered under the Agreement (this obligation shall survive any termination hereof and be subject to the terms and conditions of the Agreement), (iv) the Goods and/or Services or any rights conferred to Company pursuant to this Agreement do not infringe the rights of any third party, (v) the Work provided complies with relevant mandatory rules and the compliance requirements set out in clause 11 (Compliance) and clause 12 (Responsible Procurement); and (vi) the Work will be provided in accordance with the provisions of a Work Order, including any specifications therein.

17.2 **Warranty period.** The Goods and Services delivered shall comply with the warranties and undertakings in above for 24 (twenty-four) months from the Goods and/or Services taken into use or from the date of complete delivery of Goods and/or Services whichever is later. No time limit shall apply to warranties relating to third party rights, cf. clause 17.1 (iv), and compliance with rules, cf. clause 17.1 (v) (Contractor's warranties).

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17.3 **Extension of warranty.** Following Contractor's remedy of a defect and/or re-delivery, a new warranty period of the same length as the original warranty period shall apply provided that it shall not extend beyond 36 (thirty-six) months from the commencement of the original warranty period.

18 Remedies and Liquidated Damages

18.1 **Occurrence of Delay.** In case of failure of timely delivery of correct and non-defective Goods or Services, Company may at its discretion demand that Contractor: (i) pays Company a sum by way of liquidated damages of 5% (five per cent) of the total charges to be paid under the Work Order per day of delay, however such liquidated damages shall not exceed a total of 50% (fifty per cent) of the total charges of the Work Order in question (the parties acknowledging such sum(s) are a genuine pre-estimate of the actual minimum loss which will be suffered by Company and shall not be treated as a penalty) and/or (ii) immediately delivers via the fastest means of transportation available at the cost of Contractor (airfreight included).

In the event that liquidated damages payable under (i) above exceeds the maximum amount of liquidated damages agreed in respect of the relevant Work Order, Company shall be entitled to claim at its discretion direct damages for either (i) all relevant losses; or (ii) for the balance of any losses not paid for by means of the liquidated damages and such delay shall be considered a breach entitling Company to terminate the Agreement.

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

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

18.4 **Remedial work on breach of warranty.** If Contractor is notified about a warranty claim, Contractor shall upon written request promptly perform all corrective measures which are necessary to remedy any defects arising from any breach of warranty. All costs and expenses incidental to remedying defects will be for the sole account of Contractor.

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

19 Indemnity

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

- a) loss of, recovery of or damage to property of Contractor Group whether owned, hired, leased or otherwise provided by Contractor Group (including any property which is leased by Company from Contractor under an Agreement and for any Goods where risk has not passed to Company); and
- b) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is a member of Contractor Group;
- c) personal injury including death and any form of illness and disease whatsoever (mental, physical or otherwise) or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Contractor Group; and

d) Consequential Loss suffered by a member of Contractor Group

arising from, relating to or in connection with the Agreement.

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

- a) loss of, recovery of or damage to property of Company Group whether owned, hired or leased by Company Group (excluding any property which is leased by Company from Contractor under an Agreement and for any Goods where risk has not passed to Company); and
- b) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is a member of Company Group;
- c) personal injury including death or any form of illness and disease whatsoever (mental, physical or otherwise) or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Company Group; and
- d) Consequential Loss suffered by a member of Company Group

arising from, relating to or in connection with the Agreement.

19.3 **Pollution by Contractor.** Notwithstanding the provisions of clause 19.2 c) and except as provided by clause 19.2 a) and 19.2 b) (Company's Indemnification) Contractor shall save, indemnify, defend and hold harmless Company Group from and against any and all Claims of whatever nature (including but not limited to cleaning up costs and any Claims brought by any Third Parties) arising from pollution and/or contamination occurring on the premises of Contractor Group or originating from the property and equipment of Contractor Group (including, but not limited to, any rentals or leased equipment provided hereunder and any marine vessels) arising from, relating to or in connection with the Agreement.

19.4 **Pollution by Company.** Notwithstanding the provisions of clause 19.1 c) and except as provided by clause 19.1 a) and 19.1 b) (Contractor's Indemnification), Company shall save, indemnify, defend and hold harmless Contractor Group from and against any and all Claims of whatever nature arising from pollution and/or contamination occurring on the premises of Company Group or originating from the property and equipment of Company Group arising from, relating to or in connection with the performance of the Agreement.

19.5 **Intellectual property indemnity.** Contractor shall defend, indemnify and hold harmless Company Group from and against all Claims resulting from any proceeding brought against a member of Company Group based on a claim that any of the Goods or Services, or their use, infringes any patent or other intellectual property right. Contractor shall pay any judgment awarded as a result of any such proceeding against Company Group. If the use of any such Goods or Services as intended by Contractor is prohibited, Contractor shall at its own expense either obtain for Company and its Group the right to continue using such Goods or Services, replace it with non-infringing goods or service, modify it so it becomes non-infringing or remove such Goods or Service and refund the purchase price and all transportation and/or installation costs and other relevant similar costs which have been incurred by Company.

19.6 **Basis for indemnification.** All indemnities given under clause 19 (Indemnity) (save for 19.1 c) (Contractor's Indemnification) and 19.2 c) (Company's Indemnification)) shall apply irrespective of cause and notwithstanding the negligence of any form or degree (whether sole, joint or concurrent), strict liability, breach of contract, breach of duty (whether statutory or otherwise), breach of representation or warranty, breach of any relevant laws or any other failure of any nature of the indemnified party or any other entity, person or party and shall apply irrespective of any Claims in tort, under contract or otherwise at law.

19.7 **Notification.** A Party becoming aware of any incident likely to give rise to a Claim under an indemnity under the Agreement shall notify the other and the Parties shall co-operate fully in investigating the incident.

19.8 **Status of indemnities.** The indemnities given under the Agreement shall be full and primary and shall continue to apply for the full liability of the indemnified Party notwithstanding that the indemnified Party may be entitled to contribution thereto from any person.

20 Data

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20.1 **Company Data.** All Company Data shall be and remain the sole and exclusive property of Company or the relevant person with all right, title and interest in the same and shall not transfer to Contractor. To the extent permitted by applicable law, Contractor hereby irrevocably assigns, transfers and conveys to Company any right, title and interest in and to Company Data.

20.2 **Contractor's use of Company Data.** Contractor is provided a non-exclusive, limited license to Company Data for the sole and exclusive purpose of performing the Work, including a license to collect, process, store, generate, use and display such Data only to the extent necessary in providing of Work. Contractor Group shall, upon Company's request provide to Company all Company Data and delete all Company Data in Contractor Group's possession.

21 **Limitation of Liability**

21.1 Notwithstanding any other provision of this Agreement and to the extent not otherwise decided by mandatory law, nothing in this Agreement shall exclude or limit either Party's liability or obligations under or in connection with (i) fraud or fraudulent misrepresentation, (ii) breach of any actual or implied terms of transfer of title of the Goods and/or Services, (iii) breach of its obligations of confidentiality under clause 16 (Confidentiality and Reference); (iv) breach of Contractor's obligations under clauses 4 (Contractor's responsibilities), 5 (Price, Invoicing, Payment and Taxes), 9 (Hazardous Substances), 10 (Prohibition and Control of Hazardous Materials as per EU SRR and IMO Hong Kong), 11 (Compliance) and clause 22 (Insurance); (v) clause 19 (Indemnity), and (vi) Contractor's repudiation or abandonment of all or part of the Work.

22 **Insurance**

22.1 **Scope of insurance coverage.** Contractor shall at its expense and for the duration of the Agreement have and maintain insurance coverage with reputable and substantial insurers in accordance with good international industry practices and applicable law, including but not limited to: Workman's Compensation/Employer's Liability; Property All Risk; General Third Party Liability including Contractual liability; Third Party and Passenger Liability insurance, including aircraft and other comprehensive automobile insurance; Professional indemnity insurance if the Work provided entail such liability; P&I insurance in respect of any marine vessel, floating equipment, craft or plant used in the Work (if any), in a Club being a member of the International Group of P&I Clubs; as well as other insurance which Contractor deems appropriate in connection with fulfilling the duties under this Agreement. Such insurance policies must include provisions whereby full coverage is afforded also offshore when the Work entails offshore activities.

22.2 **Renunciation of recourse.** To the extent of Contractor's obligations under the Agreement Contractor shall ensure that all insurances, other than Employers Liability Insurance/Workmen's Compensation, name Company Group as co-insured and that its insurers waive all rights of recourse including in particular any rights of subrogation against Company Group as defined in accordance with this Agreement or any Work Order. Contractor shall upon request furnish to Company insurance certificates confirming all such insurance has been placed.

23 **Assignment**

23.1 **MD's right to assign rights and obligations.** MD/Company is entitled to assign, subcontract or otherwise transfer its rights and obligations under the Agreement and any Work Order in whole or in part to any member of Company Group. MD or Company shall within reasonable time of such assignment notify Contractor in writing hereof. Contractor's right to assign rights and obligations. Contractor shall not be entitled to assign or otherwise transfer any rights or obligations under the Agreement or any Work Order without the prior written consent of MD/Company. Any such attempted assignment shall be void.

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

24 **Sub-contractors**

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

25 **Law, Jurisdiction and Disputes**

25.1 **English law applies.** The Agreement and any non-contractual obligations arising out of or in connection herewith shall be governed, construed and enforced in accordance with the laws of England to the exclusion of any other law and without regard to any conflict of law principles.

25.2 **Arbitration.** Any dispute arising out of or in connection with the Agreement shall be subject to arbitration arranged by The London Court of International Arbitration (LCIA) in accordance with the rules of procedure adopted by LCIA in force at the time when such proceedings are commenced. The venue for arbitration shall be London and the proceedings shall be conducted in the English language. The arbitral award shall be final and conclusive and binding on the Parties.

26 **Waiver**

26.1 **Failure to exercise a right.** The failure or delay of a Party to insist upon performance of any provision herein or part hereof or a Work Order or the failure or delay of a Party to exercise any right or remedy to which it is entitled shall not constitute a waiver thereof and shall not cause a diminution of the obligations created by the Agreement or Work Order.

26.2 **Subsequent defaults.** A waiver of any breach of the Agreement or Work Order by a Party or Company shall not constitute a waiver of any other breach (of the same term or of any other term) of the Agreement or Work Order.

27 **Entire Agreement and Miscellaneous**

27.1 **Entire agreement.** Subject to clause 1.2 (Preamble), the Agreement together with the documents referred to in it constitute the entire agreement and understanding between the Parties of the matters dealt with in them and supersedes any previous agreement between them or the Parties to a Work Order notwithstanding the terms of any previous agreement or arrangement.

27.2 **Representations etc.** Each of the Parties acknowledges and agrees that in entering into the Agreement and any Work Order it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to the Agreement or any Work Order or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the warranties will be as provided under this Agreement for breach of warranty.

27.3 **MD Group.** Any Company and beneficiary member of Company Group may enforce the terms of this Agreement against Contractor subject to and in accordance with the provisions of the Agreement and the Contracts (Rights of Third Parties) Act 1999. Furthermore, in the event of Company selling or transferring the Goods/Services to any third party or beneficiary member of Company Group entity in any *bona fide* transaction, Company shall be entitled to assign the rights and benefits of existing warranties and other representations and covenants hereunder in favour of any such third party Company or beneficiary Company Group entity. Except as provided in the foregoing, no term of the Agreement is intended to confer a benefit on or to be enforceable by any person who is not a Party to the Agreement. The Parties may by agreement rescind or vary the Agreement or any term of the Agreement without the consent of any person who has the right to enforce this Agreement or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

28 **Survival of Agreement**

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