



General Terms and Conditions of Supply of Goods and Services

1. DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions the following expressions will have the following meaning unless inconsistent with the context;

"Affiliate" means any entity directly or indirectly affiliated with a Party at any time in which a (i) a Party directly or indirectly controls at least 50% of the registered capital or rights to vote; or (ii) such other entity directly or indirectly controls at least 50% of the registered capital or rights to vote of the Party; or an entity mentioned in (ii) above controls directly or indirectly at least 50% of the registered capital or rights to vote;

"Business Day" means any day other than a weekend or a public or bank holiday in either the UK, the US or the UAE jurisdictions;

"Buyer" means Drilling Systems (UK) Limited or any other Drilling Systems company/entity names within a Purchase Order;

"Buyer Group" means Buyer, its Affiliates and its and their respective officers, directors, employees, agents, servants and insurers and its and their other contractors, sub-contractors and suppliers of any tier (excluding the Seller Group) and their Affiliates and its and their respective officers, directors, employees, agents, servants and insurers;

"Claims" means any claim of every kind and nature, demand, cause of action, proceedings, judgement, award, costs (including reasonable legal fees), liability, loss, expense, penalty, fine and damages;

"Commencement Date" means the date that the Goods are to be delivered or the Services are to begin, or are due to begin, as more specifically defined and described in any Purchase Order;

"Confidential Information" means (i) all information (oral, written, machine readable) which is directly or indirectly disclosed to a Party; (ii) any and all discussions and negotiations that are taking place concerning the Goods and/or Services and the status of any discussions and negotiations; (iii) all confidential and/or proprietary information relating to the business, affairs, customers, clients, suppliers, intentions, or market opportunities of a Party, the operations, processes, product information, know-how, technical information, designs, trade secrets or software of a Party, any information, findings, data or analysis derived from such confidential information; and (iv) any other information that is identified as being of a confidential or proprietary nature;

"Consequential Loss" means (i) all loss or deferment of profit, loss of use of equipment, services or materials, loss of contract, loss or deferral of production, loss of revenue, business interruption or increased cost of working, whether any of the foregoing are direct, indirect, or consequential and whether or not foreseeable at the date of this Contract;

and/or (ii) any indirect or consequential loss under Contract or under applicable law;

"Contract" means these General Terms and Conditions of Supply of Goods and Services and the written Purchase Order issued by the Buyer, which shall take precedence at all times over any and all other contracts, written, oral or otherwise provided, including any Seller terms and conditions;

"Contract Price" means the price for the Goods and/or Services as set out in the Purchase Order or as provided to the Buyer in written form;

"Goods" means any physical item, which the Seller provides to the Buyer in its performance of the Services specified in any Purchase Order;

"Group" means either the Buyer Group or the Seller Group as the case may be;

"Intellectual Property Rights" means all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

"Purchase Order" means the written Purchase Order issued by the Buyer to the Seller and as forming part of this Contract;

"Party(ies)" means individually or collectively the Seller and/or the Buyer;

"Seller" shall mean the person, firm or Buyer with whom the Buyer enters into the Contract for the Goods and/or Services;

"Seller Group" means Seller, their Affiliates and its and their respective officers, directors, employees, agents, servants and insurers and its and their other contractors, sub-contractors and suppliers of any tier (excluding the Buyer Group) and their Affiliates and its and their respective officers, directors, employees, agents, servants and insurers;

"Services" means any services, (including but not limited to repair, maintenance, installation), which the Seller provides to the Buyer, as expressed in more detail under any Purchase Order;

"Site" means the place Services are performed or Goods delivered, as specified by the Buyer in any Purchase Order;

"Third Party(ies)" means any person or entity other than Buyer Group or the Seller Group.

General Terms and Conditions of Supply of Goods and Services

2. FORMATION OF CONTRACT

- 2.1 All Purchase Orders issued by the Buyer shall constitute an offer by the Buyer to purchase Goods and/or Services from the Seller and all Purchase Orders issued by the Buyer shall be deemed to include this Contract except insofar as they are inconsistent with any special terms and conditions contained in the Purchase Order (as the case may be). The Buyers terms and the provisions of this Contract shall prevail over all other terms and conditions provided including any attached to a Purchase Order.
- 2.2 Acceptance of a Purchase Order means that the Seller accepts this Contract together with any additional conditions set out in the Purchase Order to the exclusion of any conditions of contract proposed or tendered by the Seller. Any variation or modification to a Purchase Order shall only be valid when issued in accordance with Clause 7 (Variations) of this Contract.
- 2.3 If subsequent to any Contract between the Buyer and the Seller into which this Contract is incorporated any contract for the purchase of Goods and Services similar to the Goods and Services is made between the same Parties whether the same is by email, letter, telegram, fax, or orally or otherwise, without express reference to any Contract shall be deemed to be subject to this Contract.

3. DELIVERY

- 3.1 The Seller shall deliver the Goods, complete or in agreed batch sizes, during normal working hours, properly packed and marked, and complete with all necessary delivery documentation, as specified in the Purchase Order, to the Site or delivery address stated on the face of the Purchase Order. Each delivery shall be marked to show complete delivery or batch, batch number and contents, and the Buyer's Purchase Order number.
- 3.2 Delivery shall not be deemed complete unless the Goods are accompanied by delivery documentation listing the Goods in sufficient detail to enable inspection and checking to take place after delivery. Receipt by the Buyer shall not imply acceptance of the quality or quantity of the Goods.
- 3.3 The delivery date or dates, date of completion of the Services or in the case of a service being performed at intervals, the period of the Purchase Order, shall be that or those specified in the Purchase Order and the Seller shall furnish such programmes of design, manufacture, delivery and installation as the Buyer may reasonably require in relation to the supply of Goods and/or Services. If the Purchase Order includes the carrying out of tests on the Goods after receipt by the Buyer, then delivery shall not be deemed complete until such tests have been passed to the reasonable satisfaction of the Buyer.
- 3.4 Delivery shall be DDP (INCOTERMS 2010), unless otherwise specified in writing by the Buyer.
- 3.5 The Seller shall notify the Buyer immediately if the Seller becomes aware that any delivery or performance is likely to be delayed beyond the specified date or dates. Failure by the Seller to notify any likely delay shall entitle the Buyer to terminate without liability all or

part of the Purchase Order and to compensation for any losses resulting from the failure or delay.

- 3.6 If the Seller fails to deliver on or before the delivery date or dates, the Seller shall pay the Buyer as a penalty for late delivery 1% of the value of such parts of the Purchase Order as cannot in consequence of the said failure be put to the use intended for each week or part week of delay to a maximum of 10% of the said value.
- 3.7 If any part of the Purchase Order in respect of which the Buyer has become entitled to the said 10% remains uncompleted, the Buyer may give notice to the Seller requiring completion and the notice shall fix a final date for completion, which shall be reasonable in all the circumstances.
- 3.8 If for any reason the Seller fails to complete within such time, the Buyer may by further notice to the Seller elect to require the Seller to complete, or to terminate the Purchase Order in whole or in part and recover from the Seller any loss suffered by the Buyer by reason of the said failure.
- 3.9 The Buyer shall advise the Seller of any loss or damage in transit within the following time limits:
- (a) partial loss or damage shall be advised within 7 Business Days of the date of delivery of a consignment or part consignment.
 - (b) non-delivery of the whole consignment shall be advised within 14 Business Days of Buyer's receipt of notice of despatch.

4. SUPPLY OF GOODS AND SERVICES

- 4.1 The Seller shall from the date set in the Purchase Order and for the duration of this Contract provide the Goods and Services to the Buyer in accordance with the terms of this Contract.
- 4.2 The Seller shall meet any performance dates for the Services specified in the Purchase Order or notified to the Seller by the Buyer
- 4.3 In providing the Goods and Services, the Seller shall:
- (a) co-operate with the Buyer in all matters relating to the Goods and Services, and comply with all instructions of the Buyer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Goods and Services will conform with all descriptions and specifications set out in the Purchase Order, and that the Goods shall be fit for any purpose expressly or impliedly made known to the Seller by the Buyer;

General Terms and Conditions of Supply of Goods and Services

- (e) provide all equipment, tools and such other items as are required to provide the Services and the Goods;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Goods, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licences and consents necessary to perform the Contract, and comply with all applicable laws and regulations;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
 - (i) if applicable, hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Seller ("Buyer Materials") in safe custody and at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation;
 - (j) not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Seller acknowledges that the Buyer may rely or act on the Services;
 - (k) correspond with their description as set out in any Purchase Order and be of satisfactory quality and fit for purpose in all manner and be free from all defects in design, material and workmanship; and/or
 - (l) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storing, handling and delivery of the Goods.
- whether under statute or otherwise. Seller warrants and represents that such Goods and/or Services shall be made or performed in accordance with good industry practice and all applicable standards and legislation.
- 6.2 Seller warrants and represents that Goods shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Goods or Services which do not comply with any or all of the above shall be considered to be non-compliant no matter how slight any breach, shortfall or excess.
 - 6.3 If for any reason the Seller is uncertain as to whether the Goods and/or Services to be supplied by it will comply with the Contract, it must promptly and before despatch inform the Buyer in writing with full details of the possible non-compliance. Written acceptance or rejection of the Seller's application will then be provided by the Buyer.
 - 6.4 If, in respect of any part of the Goods and/or Services, the Buyer shall at any time within 18 months of delivery or 12 months of putting into commercial use (whichever occurs first), decide that any Goods and/or Services supplied or used by the Seller (including equipment work or materials supplied under this Clause 6) is or are defective, the Buyer will as soon as reasonably practicable notify the Seller of the same, specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred, the Buyer at its sole option may without prejudice to its other rights and remedies;
 - (a) require that the Seller shall with all speed and, at his own expense, at the location specified by the Buyer, make good the defects so specified;
 - (b) take, at cost and liability of the Seller, such steps as may in all the circumstances be required to make good such defects or replace the Goods and/or re-perform the Services, to the satisfaction of the Buyer;
 - (c) reject the Goods and require the Seller to collect them promptly at its own cost and repair or replace them within such time as may be stipulated by the Buyer;
 - (d) grant a concession to accept the defects subject to such reservation and/or deduction from the Contract Price which in the opinion of the Buyer reflects the costs incurred or likely to be incurred by the Buyer as a direct result of the circumstances giving rise to the concession or the granting thereof and the benefits (including any reduction in liabilities) accruing or likely to accrue to the Seller by the granting of such concession.

5. TITLE AND RISK

Title and risk in the Goods shall pass to the Buyer on delivery of those Goods. Title in any Goods belonging to and/or provided by the Buyer which are in the Seller's custody for any purpose shall remain with the Buyer and will be clearly marked and recorded by the Seller as belonging to the Buyer and shall be held at the Seller's risk, at all times.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 Seller warrants and represents that Goods and/or Services subject to the Contract shall exactly conform to and fulfil the requirements of the Contract, shall be free from all defects in workmanship and shall be fit and sufficient for purpose intended and shall be subject to all warranties express or implied available at law
- 6.5 If the Seller fails to remedy any defect as above provided, the Seller shall return any money paid by the Buyer in respect of the defective item which cannot be used by reason of such defect and the Buyer shall be

General Terms and Conditions of Supply of Goods and Services

entitled to terminate the Contract or part thereof without prejudice to its other rights and remedies.

7. VARIATIONS AND EXTRAS

7.1 The Seller shall accept and perform any reasonable amendments and variations in scope, specification, quantity or delivery requested by the Buyer. The Contract Price shall be adjusted to reflect such amendment and variation having regard to the rates and prices used in the Contract or, where these are not relevant, to what is fair and reasonable.

7.2 Neither Party shall be bound by any amendment variation to the Contract unless it is documented in accordance with Clause 22.3.

8. INSPECTION AND TESTING

8.1 The Buyer and any third party authorised by the Buyer shall be entitled to inspect or test the Goods or Services at any reasonable time.

8.2 The Seller shall give at least five Business Days' advance notice in writing of tests, and the Buyer and any third party authorised by the Buyer shall be entitled to attend the tests. If the Buyer attends such tests and the Seller is not able to carry out such tests the Seller shall compensate the Buyer for all costs incurred at such attendance (including the costs of the Buyer's own personnel).

8.3 The Seller shall provide the Buyer with such certificates as the Buyer may reasonably require.

8.4 Inspection and testing in accordance with this clause shall not relieve the Seller of any liability nor imply acceptance of the Goods or services.

9. PRICE

9.1 Unless specifically stated to the contrary, all prices and charges stated in the Contract are fixed and firm for the duration of the Contract.

9.2 Where the Contract covers Goods and/or Services supplied on a repeat Purchase Order basis, the Purchase Order must not be executed at prices higher than those last charged or quoted by the Seller before the date of this Contract without advice by the Seller and acceptance by the Buyer in writing.

9.3 Where the Contract covers Goods on a weight basis (including castings), the weight stated on the Contract shall be the estimated weight.

9.4 Unless otherwise stated in the Contract, the Contract Price shall be inclusive of the costs of delivery and all duties. Prices and charges shall exclude Value Added Tax, which shall be charged extra if applicable, but shall include all other taxes.

10. INVOICING AND PAYMENT

10.1 Unless otherwise agreed in writing, the Seller shall submit invoices to the Buyer at the end of each calendar month following provision of the Services or the supply of Goods in accordance with the Contract or delivery of compliant Goods and Services together with all documentation required under the terms of the Contract upon completion of the Services or delivery of

the Goods. All invoices shall clearly show the Buyer's Purchase Order reference, details of all Goods and/or Services covered by the invoice complete with all supporting documentation. Where the Purchase Order covers Goods on a weight basis (including castings) the invoice shall be submitted against the actual weight using the Purchase Order tariff.

10.2 Incorrect invoices shall be returned for correction and payment withheld without penalty to the Buyer.

10.3 The Buyer shall be entitled to set off amounts due to the Seller against amounts or liabilities due to the Buyer from the Seller.

10.4 Unless otherwise agreed in writing, payment shall be made by the Buyer against Services performed in accordance with the Purchase Order or delivery of compliant Goods together with all documentation required under the Purchase Order within sixty (60) days from the end of the month following submission of an acceptable invoice.

11. INDEMNITIES

11.1 Subject to any other provision of this Contract to the contrary, Buyer shall release, defend, indemnify and hold harmless the Seller Group from and against any and all Claims of every kind and nature, howsoever arising in respect of:-

(i) personal injury to or sickness, illness or disease or death of any person who is a member of the Buyer Group;

(ii) loss of or damage to any property procured, owned, hired or leased by Buyer Group, unless such loss and/or damage is caused by the negligence, gross negligence and/or wilful misconduct of the Seller Group;

(iii) except as provided for elsewhere in the Contract, 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 Buyer Group;

as a result of, or arising out of or relating to or in connection with this Contract, except as expressly stated otherwise, irrespective of cause and irrespective of the negligence of any degree or character or breach of duty (contractual, statutory or otherwise) or any liability in tort, contract, statute or otherwise at law, of the Seller Group.

11.2 Seller shall release, defend, indemnify and hold harmless the Buyer Group from and against any and all Claims of every kind and nature, howsoever arising in respect of:-

(i) personal injury to or sickness, illness or disease or death of any person who is a member of the Seller Group;

(ii) loss of or damage to any property procured, hired or leased or owned by the Seller

General Terms and Conditions of Supply of Goods and Services

- (iii) Group;
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 Seller Group;

as a result of, or arising out of or relating to or in connection with this Contract, irrespective of cause and irrespective of the negligence of any degree or character or breach of duty (contractual, statutory or otherwise) or any liability in tort, contract, statute or otherwise at law, of the Buyer Group.

- 11.3 Except as otherwise provided, all exclusions and indemnities given under this Contract shall apply irrespective of cause and notwithstanding the negligence, gross negligence, wilful misconduct, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any Claim in tort, breach of contract or otherwise at law.
- 11.4 If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall co-operate fully in investigating the incident.
- 11.5 Subject to any other Clause to the contrary, the parties intend that no provision of the Contract 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 the Contract.

12. CONSEQUENTIAL LOSS

- 12.1 Buyer shall be responsible for and shall release, defend, indemnify and hold harmless the Seller Group from and against the Consequential Loss of any member of Buyer Group, whether or not foreseeable at the date of entering into this Contract, irrespective of the negligence of any degree or character or breach of duty (contractual, statutory or otherwise) or any liability in tort, contract, statute or otherwise at law.
- 12.2 Seller shall be responsible for and shall release, defend, indemnify and hold harmless the Buyer Group from and against the Consequential Loss of any member of Customer Group, whether or not foreseeable at the date of entering into this Contract, irrespective of the negligence of any degree or character or breach of duty (contractual, statutory or otherwise) or any liability in tort, contract, statute or otherwise at law.

13. INSURANCE

The Seller and the Buyer shall each maintain in force adequate insurance to cover their obligations under the terms of the Contract, and applicable statutory requirements, in particular (without prejudice to the generality of the foregoing), Employer's Liability Insurance, fully complying with all applicable laws, and Public Liability Insurance, and shall, on request, provide evidence that such insurances are in force. All such insurances shall be placed with reputable and substantial insurers. The provisions of this Clause 13 shall in no way limit the liability of the parties under the Contract. All the insurance policies provided by the

Seller shall, to the extent of the liabilities assumed and indemnities given by the Seller to the Buyer hereunder, shall be written or endorsed with Buyer Group as additional insured, or shall contain indemnity to principal provisions.

14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 14.1 The Parties shall maintain the Confidential Information obtained from each other in connection with this Contract. Such Confidential Information shall not be disclosed to any Third Party and shall not otherwise be exploited commercially, except with prior written consent or as required by law or regulatory body. If either Party is legally required to disclose any Confidential Information of the other, it will notify the other Party prior to making such disclosure and take all available steps to limit such disclosure. Notwithstanding the above, the restrictions stated above shall not apply to any such Confidential Information:

- (i) which was generally available to the public at the time of disclosure or at any time thereafter;
- (ii) which was already known by the receiving Party at the time of disclosure;
- (iii) which is independently developed by a Party; or
- (iv) which becomes known to a party from a source other than the disclosing Party without breach of any contractual obligation.

- 14.2 Seller shall inform all relevant employees agents and sub-contractors regarding the Buyer Confidential Information obligations under this Contract and Seller shall take all such reasonable steps as shall be necessary to ensure compliance by Seller Group with the provisions of this Clause 14.

- 14.3 Data obtained under this Contract is for the exclusive use of Seller and may not be made available to Third Parties either directly or indirectly.

- 14.4 Neither Party shall have the right of use other than for the purposes of the Contract whether directly or indirectly, any Intellectual Property Rights of the other Party.

- 14.5 Where any potential patent or registrable right in any country in the world results from developments by Seller which are based wholly on instructions, requests, data, equipment, processes, substances and the like in the possession of Buyer, such rights shall vest with the Buyer Group.

15. REGULATIONS IN FORCE AT DESTINATION

- 15.1 In respect of any Goods and Services to be provided by the Seller, the Seller will at its own expense conform with the provisions of all acts, rules and regulations of local and other authorities which may be applicable to the Goods and Services to be provided. Any additional expense reasonably incurred by the Seller in conforming to any such acts and regulations made



General Terms and Conditions of Supply of Goods and Services

subsequent to the date of the Contract shall be paid by the Seller.

creditors or has a receiver or administrator appointed or commences to be wound up; and/or

16. FORCE MAJEURE

16.1 Except by reason of any act or omission on the part of the Seller, any industrial dispute, government action or international sanction, fire, flood, hurricane, earthquake, volcanic eruption, act of God, war declared or undeclared, civil commotion, riots, insurrection, military uprising or any other cause beyond the reasonable control of the Seller (a "Force Majeure" event), the Seller shall have been delayed or impeded in the performance of its obligations under the Contract, whether the delay or impediment occurs before or after the time or extended time fixed for completion thereof, then the Seller shall be under no liability for failure to perform its obligations and, provided that the Seller shall within a reasonable time have given to the Buyer notice in writing of its claim for an extension of time, the Buyer shall on receipt of such notice grant the Seller from time to time in writing either prospectively or retrospectively such extension of time as may be reasonable. On removal of the Force Majeure the Seller shall be entitled to reschedule supplies and services. Any delay on the part of a subcontractor which prevents the Seller from completing its obligations under the Contract within the time fixed therefore shall entitle the Seller to an extension of time therefore provided such delay was due to any cause for which the Seller itself would have been entitled to an extension of time under this Clause 16.

16.2 Notwithstanding that the Seller be entitled to an extension of time under Clause 16.1 above, should the Force Majeure event as defined in Clause 16.1 above exist for a period of ninety (90) days, then the Buyer at any time thereafter, and provided performance is still delayed or impeded, by notice to the Seller terminate any Contract subject to the Contract and/or any Purchase Order.

17. TERM AND TERMINATION

17.1 The Purchase Order shall commence on the Commencement Date. Notwithstanding the above, the Buyer may terminate the Purchase Order or part thereof without prejudice to any other of its rights under the Purchase Order or at law and without liability to the Seller if:

- (a) an event of Force Majeure does or is likely to delay performance more than ninety (90) days; or
- (b) the Seller is in breach of any of its obligations and does not remedy the breach as soon as reasonably possible (and within seven days of a notice to remedy from the Buyer); or
- (c) it is entitled to do so under provisions of Clause 6.4, 16.2 and/or 22.10; or
- (d) in the event the Purchase Order or any corresponding Purchase Order between the Buyer and a third party is cancelled or terminated;
- (e) the Seller becomes bankrupt or (being a company) makes an arrangement with its

(f) for the convenience of the Buyer, at any time.

17.2 In such event of termination under Clause 17.1 the Seller shall be entitled to remuneration for the Goods and/or Services provided in accordance with the provisions of this Contract up to the date of termination, only. Any other additional costs reasonably incurred by the Buyer as a direct result of termination shall be withheld from the amount due by the Buyer to the Seller.

18. INDEPENDENT CONTRACTOR

18.1 The Seller shall at all times during the term of the Contract be an independent contractor with respect to the Buyer, and nothing in the Contract shall be construed as creating, at any time, any other relationship between the parties hereto. The Seller shall at all times have complete control, as employer, over, and full responsibility for, its employees. None of its employees, servants or agents shall be considered, or in any way represent themselves, as being employees of the Buyer or be entitled to any of the benefits supplied by the Buyer to its own employees.

19. TAX

19.1 The Seller will be solely responsible for all taxes, levies, duties, charges and contributions payable in respect of the Goods and/or Services provided by the Seller to the Buyer under the Contract and will indemnify the Buyer against all such taxes, levies, duties, charges and contributions and all penalties and interest payable thereon. In the event that the Buyer is under a legal obligation to deduct any withholding tax from any payment due to the Seller under the laws of any relevant jurisdiction, the Seller agrees that the Buyer will only be obliged to remit the net amount to the Seller and the Buyer agrees to remit the relevant tax to the appropriate taxation authority in accordance with the relevant laws.

20. HEALTH, SAFETY AND ENVIRONMENT

The Seller shall provide to the Buyer in writing all data, instructions and warnings as are required to comply with applicable legislation relating to health, safety and the environment and shall indemnify the Buyer against any and all liabilities, claims and expenses which may arise as a result of the Sellers failure to do so. If any of the Goods to be supplied under this Contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, the Seller shall prior to delivery furnish the Buyer written details of the nature of those substances and the precautions to be taken. The Seller shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the Goods or securely attached to them and on any containers into which they are packed. The Seller shall at all times, whilst attending or working on any Site (whether or not owned by the Buyer) fully comply with all relevant health, safety and environmental laws, rules, procedures and regulations. Prior to attending or working on any site the Seller shall familiarise itself with

General Terms and Conditions of Supply of Goods and Services

all such regulations and comply with all instructions of the Buyer at Site.

21. **DISPUTES WITH THIRD PARTIES**

If any third party makes any claim against the Buyer arising from the performance of the Contract by the Seller, or in respect of Goods or Services supplied under it, the Seller shall at its own expense on request by the Buyer join the Buyer in defending the Claim. The decision of any court or arbitration tribunal deciding upon the claim, so far as is relevant, be admitted as conclusive in any consequent claim made by the Buyer against the Seller under the Contract.

22. **INTERPRETATION**

22.1 **ASSIGNATION AND SUBCONTRACTING**

The Buyer shall be entitled to assign or novate this Contract in whole or in part to an Affiliate or any Third Party upon prior written notice to the Seller. Seller shall not be entitled to assign this Contract except to an Affiliate of the Seller in which instance Seller will seek the consent of the Buyer, such consent shall not be unreasonably withheld or delayed.

22.2 **WAIVER**

No failure on the part of either at any time or from time to time to enforce or to require the adherence and performance of any of the terms or conditions of the Contract shall constitute a waiver of such terms or conditions and/or affect or impair such terms or conditions in any way or the right of either party at any time avail itself of such remedies as it may have for each and every breach of such terms and conditions.

22.3 **AMENDMENT**

No amendment shall be effective unless produced in writing by both parties and signed by their duly authorised representatives and made subsequent to the date of commencement of the Contract.

22.4 **ENTIRE AGREEMENT**

The Contract represents the entire agreement between the Parties and shall supersede all prior representations, agreements, statements and understandings made prior to the date of commencement of the Contract whether oral or in writing other than those representations, agreements, statements and understandings which have been expressly incorporated in the Contract.

22.5 **LAW**

This Agreement is governed and construed in accordance with the laws of England and Wales.

22.6 **DISPUTE RESOLUTION**

The Parties agree that any and all disputes or controversies that may arise between the Parties arising out of or related to this Contract shall be determined by binding arbitration. Any such arbitration shall be determined before the London Court of International Arbitration ("LCIA") in accordance with the LCIA rules then in effect with each Party nominating one arbiter and the two arbiters nominating a third, and that any arbitration proceedings shall be held in London, England, UK. Judgment upon arbitration awards may be entered in any court, state or federal, having jurisdiction.

22.7 **HEADINGS**

The headings and index including hereto are for ease of convenience only, and in no way effect the interpretation of the Contract.

22.8 **SURVIVAL**

Any provision of the Contract which is expressed or intended to have effect on, or to continue in force after, the expiry or termination of the Contract will have such effect, or, as the case may be, continue in force after such expiry or termination. Without prejudice to the generality of the foregoing, the obligations under Clauses 4, 5, 10, 11, 12, 13, 14, 15 and 22.10 survive the expiry or termination of the Contract.

22.9 **SEVERENCE**

If any provision of the Contract is to any extent invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and each of the provisions of the Contract will be valid, legal and enforceable to the fullest extent permitted by law or replaced by such valid, legal and enforceable provision which comes closest to the parties' original intent. The same applies in the event of omissions in the Contract.

22.10 **BUSINESS ETHICS**

The Seller shall at all times abide by and comply with the provisions of the Buyers Business Ethics and Sanctions policy. The Buyer may terminate this Contract issued hereunder in the event that it determines, in its sole discretion exercised in good faith, that Seller has violated the representations set out herein and Seller shall indemnify and hold Buyer Group harmless from any Claims that may incur as a result of such a violation. The Parties agree that this Clause 22.10 is a material provision of this Contract.

22.11 **NOTICE**

Any notice, request, instruction or other document to be given hereunder shall be in writing and delivered or sent by first class post or by e-mail or fax (such e-mail or fax notice to be confirmed by letter posted within 48 hours) to the addresses, email address or fax number of the other Party set out in the Purchase Order (or such other address as may have been notified from time to time) and any such notice or document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 7 days after posting and (if sent by e-mail or fax) upon the expiration of 48 hours after successful dispatch.

22.12 **REPRESENTATIVES**

Both Parties shall appoint a representative and provide contact details set out in the Purchase Order.