



1. **Definitions & Applications of Terms**

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

**"Background Intellectual Property"** means any Intellectual Property that is owned by a party and is in existence before the commencement date of the Contract.

**"Company"** means the DNO group company identified in the PO as the company engaging the Contractor to perform the Work.

**"Company Group"** means Company and Company's Co-Venturers, its and their Affiliated Companies, Company's other contractors and subcontractors (of any tier), who are engaged directly or indirectly by Company to perform work or services for the project to which the Work relates or are otherwise present at a location where the Work is being performed, respective agents, servants, directors, officers, employees and personnel of any of the aforementioned entities, but shall not include any member of the Contractor Group.

**"Consequential Loss"** means:

- (i) consequential or indirect loss under English law; and
- (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) above, and whether or not foreseeable at the date of the Contract.

**"Contract"** means the PO or a separate form of agreement/contract document (as the case may be), the General Terms & Conditions and any appendices listed in the PO or the separate form of agreement.

**"Contractor"** means the company identified in the PO as the contractor which is engaged by Company to perform the Work.

**"Contractor Group"** means Contractor, its Affiliated Companies, its Subcontractors, respective agents, servants, directors, officers, employees and personnel of any of the aforementioned entities, but shall not include any member of the Company Group.

**"Contract Price"** means the all-inclusive total sum of money which is agreed to be paid by Company to Contractor under a PO in consideration of the performance of the Work.

**"Co-Venturer"** means any other entity with whom an entity is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the Work is being performed and the successors in interest of such Co-Venturer or the assignees of any interest of such Co-Venturer.

**"Deadline Date"** means the date(s) specified in the Contract for the performance of the Work.

**"Designated Person"** means a person that is listed on Norway's or the European Union's "Consolidated list of persons, groups and entities" subject to Sanctions Laws, the "Consolidated List of Financial Sanctions Targets" issued by His Majesty's Treasury of the United Kingdom, or the "Specially Designated Nationals

and Blocked Persons" list issued by the Office of Foreign Assets Controls of the US Department of the Treasury or any similar list issued or maintained or made public by any of the Sanctions Authorities.

**"General Terms & Conditions"** means these general terms and conditions.

**"Goods"** means the goods to be produced or procured and delivered by Contractor in accordance with the Contract, including documentation.

**"Gross Negligence"** means any act or failure to act which materially and substantially deviates from a diligent course of action and which is in reckless disregard of the harmful consequences taking into account the seriousness of the loss or damage reasonably foreseeable as a result of the relevant act or omission and the degree or likelihood of such loss or damage arising.

**"Indemnified Third Parties"** means collectively the members of Company Group (other than Company) and the members of Contractor Group (other than Contractor).

**"Insolvency Event"** means:

- (i) an order is made, or a meeting is called to pass a resolution for the winding up (except for the purposes of amalgamation or reconstruction), administration, appointment of a receiver or similar procedure;
- (ii) a receiver, administrative receiver, administrator, provisional liquidator, liquidator or similar official is appointed or notice of the proposed appointment of any of the foregoing is given to any party;
- (iii) a voluntary arrangement or scheme of arrangement is proposed, or negotiations are commenced, or a composition, compromise, assignment or arrangement, is entered into with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); or
- (iv) any equivalent act or thing is done or suffered under any applicable or analogous law in any jurisdiction.

**"Intellectual Property"** means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, software, circuit layout, trade secret, know-how, proprietary information or other right (in any form) in respect of any information, process, work, material or method.

**"New Intellectual Property"** means any Intellectual Property and related proprietary information created under or arising out of the Contract.

**"PO"** means the purchase order or service order issued by Company to Contractor which refers to and incorporates the General Terms & Conditions.

**"Rental Equipment"** means any equipment which is to be supplied by Contractor to Company on a rental basis under the Contract.

**"Rental Period"** means the period of time when the Rental Equipment will be provided to Company under the Contract which shall commence and expire on the dates set out in the Contract.

**"Sanctions Laws"** means any financial or trade sanctions implemented, administered or enforced by Norway, the United Nations, the United States, the European Union, the United Kingdom or the respective governmental institutions and



agencies of any of the foregoing or any other institution or agency that implements, administers or enforces applicable sanctions laws, together the “Sanctions Authorities”.

“Services” means all services to be performed by Contractor in accordance with the Contract.

“Subcontractor” means any company engaged by Contractor or another subcontractor of any tier to provide any part of the Work.

“Third Party” means any person who is not a member of Company Group or Contractor Group.

“Wilful Misconduct” means an intentional or reckless disregard of good and prudent oilfield practice or any of the terms of the Contract in utter disregard of avoidable and harmful consequences but shall not include any act, omission, error of judgement or mistake made in good faith in the exercise of any function, authority or discretion vested in or exercisable by Contractor and which in the exercise of such good faith is justifiable by special circumstances including the safeguarding of life, property or the environment and other emergencies.

“Work” means collectively the supply of the Goods, the supply of the Rental Equipment on a rental basis and/or the performance of the Services by Contractor pursuant to the Contract.

1.2 The Contract shall prevail to the exclusion of all other terms and conditions of the Contractor however and whenever communicated and the Contractor waives any right which it otherwise might have to rely on such terms and conditions.

1.3 Each PO shall constitute an offer by Company to purchase any one or more elements of the Work and is accepted by Contractor giving written confirmation of unqualified acceptance.

1.4 If Contractor proceeds to provide the Work following receipt of a PO from Company, Contractor will be deemed to have accepted (and therefore undertaken to be legally bound by) such PO irrespective of whether such PO has been signed on behalf of Contractor.

1.5 In the event of any conflict between the terms of the Contract, the various Contract documents shall be given priority in the following order:

(i) the separate PO or form of agreement/contract document;

(ii) the General Terms & Conditions; and

(iii) all appendices in the order they are listed in the PO or form of agreement/contract document.

1.6 Each party shall appoint a representative with authority to act on its behalf in all matters concerning the Contract. All notices, claims, etc. which the Contract requires to be presented in writing, shall be sent by e-mail to the other party’s appointed representative (the relevant email addresses are to be advised by the parties).

2. **General obligations of Contractor**

2.1 Contractor shall perform the Work with that degree of skill, care, diligence and good judgement normally exercised by recognised professional firms performing work of the same or similar nature. The Work shall in all respects:

(i) meet the requirements and specifications of the Contract;

(ii) be of high quality, performed in accordance with good industry practice;

(iii) be free from defects in design, materials, performance, operation and workmanship, whether latent or not;

(iv) be in full compliance with all applicable laws (in any form); and

(v) be fit for Company’s intended purpose.

2.2 Contractor shall provide the Work under the Contract in compliance with all applicable laws (in any form). Contractor shall obtain and maintain all permits, licenses, registrations, certificates or other consents from any governmental authority which are required in order to comply with its obligations under the Contract. The Contractor shall provide the Company with necessary documents whenever requested which evidence Contractor’s compliance with its obligations under this Article 2.2.

2.3 Without prejudice to the generality of Articles 2.1 or 2.2, the Contractor shall comply with all relevant Company policies and applicable laws, including but not limited to applicable provisions of (a) the Norwegian Penal Code (in particular paragraphs 387, 388 and 389), (b) the UK Bribery Act 2010, (c) the United States Foreign Corrupt Practices Act, and (d) any applicable laws relating to anti-bribery and corruption and/or anti-money laundering of any country in which Contractor performs Services (and Contractor shall ensure that the Contractor Group and/or any third parties engaged by Contractor in connection with the Work comply with such policies and applicable laws).

Contractor agrees that any breach of this provision is a material breach of the Contract and shall entitle Company to terminate the Contract on written notice to Contractor. In the event of such termination, the provisions of Article 8.8 shall apply.

Contractor shall upon Company’s request, provide a written statement to Company confirming that it has complied with all requirements of Articles 2.2, 2.3, 2.5 and 5.2.

Contractor shall immediately report to Company any act or omission which could possibly be seen as a breach of Articles 2.2, 2.3, 2.5 and 5.2. In such instances Contractor shall give Company access to all documents which in Company’s sole opinion may be relevant to determine whether such a breach has occurred. Contractor shall require any of its Subcontractors to agree to and comply with contractual provisions substantially similar to those contained in Articles 2.2, 2.3, 2.5 and 5.2.

2.4 Contractor shall not subcontract any part of the Work without Company’s written consent. Such consent shall not relieve Contractor of any of its obligations under the Contract. Contractor agrees that any breach of this provision is a material breach of the Contract and shall entitle Company to terminate the Contract on written notice to Contractor. In the event of such termination, the provisions of Article 8.8 shall apply.

2.5 Contractor shall have an implemented and documented quality system, that fulfils Company’s standard requirements relating to the control and monitoring of safety, occupational health and working environment issues, and procedures, including management control systems, to prevent Contractor Group’s employees, personnel, agents and/or Subcontractors from doing or omitting anything which could be considered a breach of this Contract.

2.6 Contractor’s personnel shall not be replaced without Company’s prior written consent. Replacement of Contractor’s personnel shall in any event be at no extra cost for the Company.

2.7 Contractor shall, at its own expense, immediately replace personnel who in Company’s sole opinion conduct themselves in an improper manner or are unsuitable to perform the Work.



2.8	When Services are carried out at Company's premises or any other site as instructed by Company, Contractor shall comply with any rules in force relating to safety and working conditions at such site. Company will, upon request, inform Contractor of any applicable rules.	3.6	Contractor warrants that any Goods or materials which are delivered to Company as part of the Work are free and clear of all claims, liens, security interests and other rights and encumbrances of any kind whatsoever.
2.9	At Company's request, Contractor shall allow unrestricted access to its facilities or any facilities under its control to enable Company to ensure that the Work will comply with and be supplied in accordance with the Contract. Any inspection, monitoring and testing of the Work by Company or its authorised representative shall not be interpreted as acceptance of the Work, or relieve Contractor of any obligations under the Contract and shall be at no extra cost to Company.	3.7	Title to Goods passes to Company when they are paid for by Company or on actual delivery to Company (whichever occurs earlier).
2.10	Contractor shall search for defects, discrepancies and inconsistencies ("errors") in drawings, specifications and other documents received from Company. Contractor shall without undue delay notify Company of any such "errors" discovered. If Contractor does not notify Company of an "error" that he has discovered or ought to have discovered, and as a result, Company incurs extra costs, then all such liability shall be borne by Contractor.	3.8	The Goods shall remain at the risk of Contractor until actual delivery to Company is completed (including, if applicable, off-loading, stacking, installation and commissioning of such Goods).
2.11	Contractor shall ensure that all Rental Equipment:	4.	<b>Suspension, Cancellation, Variations and Termination</b>
(i)	supplied pursuant to the Contract is of good quality, is fully maintained, is free from defects and is fully operational for the duration of the Rental Period;	4.1	Suspension
(ii)	is delivered or is available for collection on the Deadline Date set out in the Contract unless an alternative arrangement is agreed with Company in writing; and	4.2	Cancellation
(iii)	is supplied with written operating instructions and all consumable items specified in the Contract.	4.3	Variations
3.	<b>Delivery &amp; Progress</b>	4.4	Termination
3.1	The Contractor shall comply with any Deadline Dates set out in the Contract and shall perform the Work at the place or places specified in the Contract.  Delivery of Goods shall be DDP (Incoterms 2020) at the place specified in the Contract or, if not specified in the PO, at Company's registered business address. In the event of any conflict between the terms of the Contract and this Incoterms rule, the terms of the Contract shall prevail.  Company may change the Deadline Date(s) or place of delivery upon giving Contractor reasonable notice in writing of such changes.	4.1	Company may temporarily suspend the performance of the Work or parts thereof, by giving written notification to Contractor. Following such notification, Contractor shall, without undue delay, inform Company of the effects the suspension will have on the performance of the Work. Contractor shall resume the performance of the Work immediately after notification by Company.  During the suspension period, Company shall only compensate Contractor for documented and necessary expenses in connection with demobilisation and mobilisation of personnel. Such expenses shall not be payable to the extent the Company has suspended the Work as a result of Contractor's default.
3.2	Goods and Rental Equipment shall be adequately packed and protected to withstand transit and short-term storage, marked with the PO number and accompanied by a packing note and all certificates, drawings and documents necessary for such Goods and Rental Equipment or as specified in the Contract.	4.2	Company may at any time cancel the provision of the Work or parts thereof for its convenience and with immediate effect, by giving written notice to Contractor.  Following cancellation Company shall only be liable to pay the unpaid balance due to Contractor for any Work already satisfactorily performed or delivered. Company shall have no other liability due to the cancellation.
3.3	If Contractor should have cause to believe that it will be unable to deliver the Work on the Deadline Date, Contractor shall immediately notify Company in writing stating the reason for the delay, the effect on the contract schedule and furthermore include a proposal on how the delay can be minimised. If the parties cannot agree on a revised Deadline Date, such failure to meet the Deadline Date shall constitute default under the Contract and the Contractor shall be liable for delay pursuant to Article 6.2.	4.3	Company has the right to order such variations to the Work as in Company's opinion are desirable. Variations may include an increase or decrease in quantity, character, quality, kind or execution of the Work or any part thereof, as well as changes to the Deadline Date or contract schedule.  If Company considers that a variation is required, Company shall notify Contractor in writing.  When Company requests a variation, Contractor shall without undue delay submit a written confirmation containing a description of the effects the change will have on the agreed Contract Price, the Deadline Date and contract schedule, technical requirements and specification etc.  Compensation for variation work shall be valued at the rates set out in the Contract or otherwise in accordance with the original price level of the Contract. If a variation entails cost savings for Contractor, Company shall be credited accordingly. Contractor shall await Company's final written instruction before initiating the variation work.
3.4	Contractor shall bear its own costs incurred to minimise the delay unless the delay is directly caused by Company.	4.4	Disagreement as to compensation payable in respect of a variation order shall not entitle Contractor to withhold performance of the Work, and the instructed variation shall be implemented without awaiting the final outcome of the dispute.
3.5	Acceptance of the Work by Company shall not relieve the Contractor of any of its obligations under the Contract.	4.4	Company may terminate the Contract with immediate effect (on written notice to Contractor) if:



(i)	the maximum of liquidated damages have incurred or if any delay in performing the Work constitutes a material breach of Contract;	5.10	Company shall have the right at its own expense to audit at Contractor's premises all records relating to the performance of the Work for up to two years after receipt of the final invoice.
(ii)	Contractor in any other way is in material breach of Contract; or	6.	<b>Breach of Contract</b>
(iii)	Contractor becomes subject to an Insolvency Event.	6.1	Delay
	In the event of such termination of the Contract, the provisions of Article 8.8 shall apply.		Delay exists when Contractor fails to perform the Work in accordance with any Deadline Dates set out in the Contract or otherwise in accordance with the time limits stated in the Contract, unless the delay is caused by Company.
5.	<b>Price &amp; Payment</b>		
5.1	Payment shall be made within 30 days after receipt of a correct invoice complying with the Contract.		If Contractor's performance of the Services or delivery of the Goods or Rental Equipment has such defects that Company's intended purpose with the Services, Goods or Rental Equipment are substantially unsuccessful, this shall be considered as a delay for the purposes of this Article 6.
5.2	All financial settlements, billings and reports rendered to Company shall correctly reflect all activities and transactions handled for the account of Company. The data may be relied upon as being complete and accurate in any further recordings and reporting by Company or its representatives for whatever purpose.	6.2	Contractor is liable for delay pursuant to Article 6.2.
5.3	Contractor shall invoice for: (i) Goods on delivery; (ii) Services monthly in arrears; and (iii) Rental Equipment monthly in arrears during the Rental Period. All invoices shall clearly indicate what the invoiced amount relates to and shall quote the PO number or separate contract document (as the case may be) and other agreed references. Company is entitled to return invoices that do not meet these requirements.		Unless otherwise agreed in writing, liquidated damages shall accrue at 1.0% of the Contract Price per day or part of a day by which Contractor is delayed in complying with the Deadline Dates set out in the Contract. Contractor's maximum cumulative liability for liquidated damages under this Article 6.2 shall be 30% of the Contract Price.
5.4	The Contract Price is fixed and inclusive of all Contractor overhead, taxes and other burdens associated with the Work, and is not subject to escalation or any other variation other than as provided for in Article 4.3 or if agreed in writing.		If the delay is caused by Gross Negligence or Wilful Misconduct on the part of Contractor or someone for whom it is responsible, Company may, instead of the liquidated damages, claim compensation for the actual losses suffered due to the delay.
5.5	Contractor shall be responsible for all costs, expenses and liabilities incurred by Contractor in connection with the performance of its obligations under the Contract.		Company may terminate the Contract on written notice to Contractor if the delay constitutes a material breach of Contract, and in any event if maximum liquidated damages have accrued.
5.6	Company is entitled to deduct any prepayments and accrued liquidated damages against Contractor's invoices. Furthermore, any disputed or insufficiently documented amounts, as well as any amounts owed by Contractor to Company may be withheld or set-off against Contractor's invoices.	6.3	Contractor acknowledges and agrees that the rate of liquidated damages stated in this Article 6.2 is fair and reasonable in all respects and represents a genuine pre-estimate of all losses Company may sustain as a result of Contractor's delay.
5.7	Failure to provide documentation evidencing that payment of tax and other levies have been paid in accordance with applicable law shall entitle Company to withhold payment until Contractor either produces such documentation, or provides satisfactory security for payment of such taxes and levies. Company may recover from Contractor at any time any liability incurred by Company as a consequence of any failure of Contractor Group to pay the required taxes and levies.		Defect(s) & Remedy
5.8	Contractor shall submit a final invoice within 45 days after all Goods have been delivered and/or the Services or any Rental Periods have been completed. The final invoice shall include all claims to be made by Contractor pursuant to the Contract. The Company shall have no obligation to make payment of any Contractor invoices which are received by the Company after this 45 day period.		If the Goods and/or Services does not meet the requirements of the Contract, Contractor is liable for any defect(s) pursuant to Article 6.4.
5.9	Where any amount payable under the Contract becomes overdue, the party to whom the amount is due shall be entitled to charge the other party interest on the overdue amount. The amount of interest shall be based on the then current annual Bank of England 'Base Rate' plus three percent (3%) per annum and shall be calculated pro rata on a daily basis. Interest shall run from the date on which the sum in question becomes due for payment until the date on which actual payment is made. Payment does not constitute approval of the invoiced work.	6.4	Company shall issue a written notice of the defect(s) within reasonable time following discovery of any defect(s), and in no event later than 24 months after date of delivery of the Goods and/or completion of the Services.
			Upon reasonable notice to proceed, Contractor shall promptly remedy, repair, replace or re-supply any Goods and/or Services which are defective. The time limit of 24 months as stated in the second paragraph of this Article 6.3 applies in respect of rectification work, calculated from the day the rectification work and other activities necessary to comply with the contractual requirements have been performed.
			Liability for Defect(s)
			If Contractor fails after reasonable notice to proceed promptly and diligently with the remedying of defective Goods and/or Services within reasonable time, Company is entitled to remedy the Goods and/or Services at Contractor's risk and account and charge all reasonable and documented costs to Contractor or to reduce the Contract Price accordingly, without Company waiving any other rights or remedies it may have under the Contract. Any such costs shall be immediately payable by Contractor upon written demand.



Company's obligation to pay for the Goods and/or Services shall be suspended as long as the defect(s) exist.

(iv) in respect of any liability resulting from a failure on the part of Contractor to comply with applicable laws.

Company may terminate the Contract on written notice to Contractor if the defect(s) constitutes a material breach of Contract. In such an event, Company is entitled to reject Contractor's offer to remedy the defect.

**7. Force Majeure**

7.1 Force majeure as used in this Article 7 means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences.

Contractor shall compensate Company for all losses suffered (including legal costs) by Company due to defects and/or termination of the Contract under this Article 6.4. Company shall have the right to set-off such costs and expenses against any amounts due to Contractor under the Contract or otherwise.

7.2 A party shall not be considered in breach of the Contract to the extent it is proven that it was unable to fulfil its contractual obligations due to force majeure, provided always that written notification of force majeure has been provided to the other party. Each party shall cover its own costs resulting from force majeure.

**6.5 Defects in the Rental Equipment**

If any Rental Equipment ceases to fully operate in accordance with the terms of the PO during any Rental Period, Contractor shall at Company's sole option either immediately:

7.3 The party invoking force majeure shall notify the other party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

- (i) repair the Rental Equipment; or
- (ii) replace the Rental Equipment with alternative equipment which is of at least the equivalent specification.

7.4 Each party is entitled to cancel the Contract if the force majeure situation continues, or it is obvious that it will continue, for more than 60 consecutive days.

Any repair of any Rental Equipment with alternative equipment which is of at least the equivalent specification.

**8. Indemnification**

Any repair of any Rental Equipment which is performed by Contractor pursuant to this Article 6.5 shall be performed at the location where the Rental Equipment was located when the fault was discovered by Company unless Company directs otherwise. Any replacement Rental Equipment which is supplied by Contractor pursuant to this Article 6.5 shall be delivered to the location where the Rental Equipment was originally delivered to by Contractor unless Company directs otherwise.

8.1 Contractor shall indemnify Company Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities concerning:

Company shall have no obligation to make payment to Contractor in connection with the provision of any Rental Equipment where such Rental Equipment fails to fully operate in accordance with the terms of the Contract. In addition, Company shall have no obligation to make payment to Contractor for any labour supplied in connection with the provision of any Rental Equipment whilst such Rental Equipment fails to fully operate in accordance with the Contract.

- (i) personal injury including death or disease of any employee of Contractor Group, and
- (ii) loss of or damage to any property of Contractor Group whether owned, hired, leased or otherwise provided by Contractor Group (including, without limitation, all Rental Equipment),

which may arise in connection with the provision of the Work. This indemnity applies irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of Company Group but excluding the Gross Negligence and/or Wilful Misconduct of Company Group.

**6.6 Limitation of Liability**

Notwithstanding anything to the contrary but subject to the remaining provisions of this Article 6.6, Contractor's total aggregate liability for breach of contract pursuant to this Article 6 shall not exceed 100 % of the Contract Price. The limitation on Contractor's overall liability set out in the previous sentence shall not apply:

Contractor shall, as far as practical, ensure that other entities in Contractor Group waive their right to make any claim against Company Group when such claims are covered by Contractor's obligation to indemnify pursuant to the provisions of this Article 8.1.

- (i) in the event of Contractor's Gross Negligence or Wilful Misconduct;
- (ii) in respect of any liability arising under:
  - (a) Article 10 (Intellectual Property & Confidentiality);
  - (b) any indemnity given by Contractor under Article 8;
  - (c) Article 8.4; or
  - (d) Article 2.3;
- (iii) in respect of any liability resulting from a failure on the part of Contractor to comply with its obligations under Article 9; or

8.2 Company shall indemnify Contractor Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities concerning:

- (i) personal injury including death or disease of any employee of Company Group, and
- (ii) loss of or damage to any property of Company Group whether owned, hired, leased or otherwise provided by Company Group,

which may arise in connection with the provision of the Work. This indemnity applies regardless of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of Contractor Group but excluding the Gross Negligence and/or Wilful Misconduct of Contractor Group.

8.3 A party shall promptly notify the other party if it receives a claim that the other party is obliged to indemnify. Whenever possible, the indemnifying party shall take over the handling of the claim. The parties shall give each other information and other assistance needed for handling the claim. Neither party shall, without the consent of the other party, approve a claim



	which shall be indemnified, in whole or in part, by the other party.		(iii)	insurances which cover losses connected to the Goods and any property of Contractor Group; and
8.4	Subject only to Article 6.4 and except to the extent of any liquidated damages provided for in the Contract, Company shall save, indemnify, defend and hold harmless Contractor Group from Company Group's own Consequential Loss and Contractor shall save, indemnify, defend and hold harmless Company Group from Contractor Group's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Contract.		(iv)	any other insurances required by applicable law and regulations.
				Contractor shall ensure that any Subcontractors have corresponding insurances.
				Contractor shall bear all excesses or deductibles related to its insurances.
8.5	Contractor shall indemnify Company Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities concerning personal injury including death or disease, or loss of or damage to the property of, any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor Group.	9.2		All insurance policies required under the Contract shall be endorsed to provide that the insurance company waives all rights of recourse and subrogation against Company Group in relation to the Contract. The insurance provisions of the Contract shall in no way limit the liability of Contractor under the Contract.
8.6	Company shall indemnify Contractor Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities concerning personal injury including death or disease, or loss of or damage to the property of, any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Company Group.	9.3		Prior to commencement of the Contract and/or from time to time thereafter on request by Company, Contractor shall provide Company with a copy of its current certificate(s) of insurance for inspection by Company as evidence that Contractor is in compliance with its obligations under Articles 9.1 and 9.2.
8.7	Contractor shall indemnify Company if the performance of or result of the Work constitutes an infringement of Company Group's or a Third Party's Intellectual Property rights whatsoever, except where such infringement necessarily arises from technical information provided by Company and/or Company's instructions. However, Contractor shall use its reasonable endeavours to identify any infringement in such technical information and/or Company's instructions of any Intellectual Property right, and should Contractor become aware of such infringement or possible infringement then Contractor shall inform Company immediately.	10.		<b>Intellectual Property &amp; Confidentiality</b>
		10.1		Intellectual Property
			(i)	Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by Company to Contractor shall be the property of Company.
			(ii)	All rights, interest and title to Background Intellectual Property shall remain vested with the respective owner of the Background Intellectual Property. To the extent that is applicable, each party grants to the other a royalty-free, non-exclusive, non-transferable right to use Background Intellectual Property for the purposes of performing their obligations under the Contract.
8.8	On termination of the Contract by Company under Articles 2.3, 2.4, 4.4, 10.2, 12 and 13 due to Contractor's material breach:		(iii)	Subject to Article 10.1(ii), the result of the Services are the sole property of Company. All commercial and technical information, including without limitation reports, drawings, specifications and other documents as well as computer programs and models, that are prepared in connection with the Work, constitute part of the result of the Work.
	(i) Company shall be liable only for sums which have accrued due and owing to Contractor for Work performed in accordance with the Contract up to the date of termination; and		(iv)	Subject to Article 10.1(ii), all New Intellectual Property created by Contractor in connection with the Work shall be the property of Company.
	(ii) Contractor shall be liable for all sums reasonably incurred by Company as a result of such termination for material breach.		(v)	Such information, Background Intellectual Property and New Intellectual Property as states in this Article shall not be used by Contractor other than for the purpose of the Contract.
	Company shall be entitled to deduct any sums which Contractor is liable for under this Clause 8.8 from any sums the Company is obliged to pay Contractor under this Clause 8.8.		(vi)	All documentation, computer programs and copies shall be returned to Company at the expiry of the Contract.
9.	<b>Insurance</b>		(vii)	Unless otherwise agreed, and subject to the following sentence, this provision does not give Company any rights to use the Contractor's Intellectual Property rights etc. which have been developed independently of the Contract. Company shall have an irrevocable, royalty free and non-exclusive right to use such rights which
9.1	Contractor shall procure (at its own expense) and maintain throughout the life of the Contract all insurances to meet Contractor's liabilities and obligations under the Contract and the performance of the Work. The insurances required shall be:			
	(i) Third Party Liability insurance for any incident or series of incidents covering the operations of Contractor in the performance of the Contract. Such liability insurance shall cover liability for a minimum amount of GBP 500,000 for each occurrence;			
	(ii) Employers Liability and/or Workmen's Compensation insurance for a minimum amount of GBP 5,000,000 per employee per occurrence covering personal injury to or death of the employees of Contractor Group engaged in the performance of the Work to the extent required by applicable laws including extended cover for working offshore;			



are necessary for the completion, operation maintenance, repair and modification of the results of the Work.

impact assessment, Contractor shall provide unrestricted access to relevant facilities, personnel and equipment.

10.2 Confidentiality

- (i) All information exchanged or otherwise shared between Company and Contractor in connection with this Contract shall be treated as confidential and shall not be disclosed to any third parties, without the prior written consent of the other party.
- (ii) Company and Contractor may nevertheless disclose confidential information to any persons, legal or physical, within the Company Group or Contractor Group (respectively referred to as "Recipients") on a strict need-to-know basis for the purpose of this Contract, however, always provided that a party's Recipients are informed of its proprietary and confidential nature and agrees not to disclose such confidential information whatsoever. A party shall be responsible for any breach of this Contract by any of its Recipients as if that party where the party that had breached them. Furthermore, a party may disclose confidential information to the extent such disclosure is required under applicable law. This Article 10.2 shall survive cancellation or termination of the Contract.
- (iii) No representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by Company or by any member of Company Group as to, or in relation to, the accuracy or completeness of any information made available to the Contractor Group.
- (iv) Upon request by a party, the other party shall promptly redeliver (or destroy if required by a party) the confidential information.
- (v) Without Company's written consent, Contractor shall not issue any press release or otherwise advertise that this Contract has been entered into.
- (vi) Breach of this provision is a material breach of Contract and shall entitle Company to terminate the Contract on written notice to Contractor. In the event of such termination, the provisions of Article 8.8 shall apply.

12.3 In the event that the results of the risk and impact assessment indicate an increase in HSEQ risk, impact or non-compliance with Article 12.1, in the reasonable opinion of Company, Company shall be able to direct Contractor to undertake at Contractor's cost and within an agreed timescale, such remedial actions as Company considers is reasonably required to reduce or eliminate such HSEQ risk(s), impact or non-compliance.

12.4 Contractor shall ensure the Contractor personnel and Group personnel shall comply with relevant Company policies as required by Company. Contractor shall sign the Company's Business Partner Code of Conduct Declaration: [dno-business-partner-code-of-conduct-declaration.pdf](#) and make its personnel aware of the content of such declaration.

12.5 Contractor shall ensure that Contractor Group personnel are instructed to carry out Company's compliance training if and when required by Company.

12.6 Company may require that Contractor cooperates and provides information in order for Company to carry out a due diligence process for any Work amounting to USD 100,000 or more procured by Company under any one PO. Contractor recognizes that if Contractor is not able to fulfil Company's requirement as part of the due diligence process then the Company shall have the right to immediately suspend all Work related to the performance of the Contract and be released and not merely suspended from its then existing underlying obligations.

13. Sanctions

13.1 Contractor represents and warrants that it will comply with all applicable Sanctions Laws and export control laws in its performance of the Contract, including, but not limited to, by obtaining all required government licenses for the export, re-export, import or transfer of items (goods, technology or software/source code) pursuant to the Contract. Contractor shall ensure that any of their Subcontractors also comply with this Article 13.

13.2 Contractor is not a Designated Person, it is not owned or controlled by a Designated Person, it does not act directly or indirectly on behalf of a Designated Person and it is not otherwise a direct or indirect target of Sanctions Laws.

13.3 The parties will not violate, and will not cause the other party to violate, any Sanctions Laws applicable to either party. The parties will exercise reasonably due diligence to avoid engaging with any Designated Person.

11. Assignment of the Contract

Company is entitled to assign its rights and obligations pursuant to the Contract, fully or partly, to any third party. Contractor may not assign its rights and obligations pursuant to the Contract without Company's prior written consent.

13.4 In the event that:

- (i) a party should become subject to any Sanctions Laws, and/or
- (ii) a party, or any of its board of directors, or any of its officers or any Affiliated Company of the party is listed as a Designated Person under any Sanctions Laws;

12. Compliance with Company's Policies

12.1 Contractor shall comply with and ensure that all Contractor Group personnel are aware and comply with all applicable laws and regulations affecting health, safety, environment and quality ("HSEQ") relevant for the Work. Contractor shall also comply with and shall ensure that all Contractor Group personnel are aware of and comply with Company's HSEQ Policy; Contractor shall request a copy of such policy if it is not provided with the Contract.

then the other party shall have the right to immediately suspend in all respects performance of the Contract (and be released and not merely suspended from its then existing underlying obligations) until such time as the said circumstances cease.

12.2 Company reserves the right to undertake, at any time during the term of the Contract a HSEQ risk and impact assessment of Contractor Group, Contractor Group's working practices, facilities and personnel. Such assessment may occur on written notice to Contractor and Contractor shall not unreasonably withhold or delay its consent. At the time of the HSEQ risk and

14. No Partnership or Joint Venture

The Contract shall not operate so as to create or imply a partnership or joint venture of any kind between Company and Contractor.



15. **No Agency**

The Contract shall not operate so as to create or imply any relationship of employer and employee or principal and agent between Company and Contractor and its personnel. Neither party shall have the authority to act as agent for, or to bind, the other party in any way.

16. **No Waiver**

No failure or delay on the part of either party hereto to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

17. **Severability**

If any provision of the Contract or the application of such provision shall be held to be illegal or unenforceable the remainder of the Contract shall be unaffected thereby.

18. **Amendments to the Contract**

The provisions of the Contract shall not be changed except by written agreement between the parties.

19. **Third Party Rights**

Except to the extent that the Indemnified Third Parties shall be entitled to enforce the rights expressly conferred on them in Article 8, the parties intend that no provision of the Contract shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 confer any benefit on, nor be enforceable by any person who is not a party to the Contract. The parties agree that the Contract may be rescinded, amended or varied without notice to or the consent of any Indemnified Third Party even if, as a result, that Indemnified Third Party's right to enforce a term of the Contract may be varied or extinguished.

20. **Governing Law & Dispute Settlement**

20.1 The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by the laws of England.

20.2 Any disputes, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Contract, and which are not resolved by mutual agreement, shall be resolved by court proceedings under the exclusive jurisdiction of the courts of England, unless the parties mutually agree otherwise in writing.