

Service Order

Order Number 4400130737
Registered Address:
CNOOC Petroleum Europe Limited
Discovery House, Prime Four Business Park,
Kingswells Causeway, Kingswells,
Aberdeen, UK AB15 8PU
Order Date 21.03.2024
Ordered By Kevin Wood
Tel No +44 (0) 1224-371672
E-Mail scottbuyer@intl.cnooltd.com

VENDOR	SHIP TO
ABERDEEN BLIND COMPANY LIMITED 32 ESSELMONT AVENUE ABERDEEN Aberdeen (Scotland) AB251SP Sales Contact steven@aberdeen-blinds.co.uk	UK O&G - Head Office CNOOC Petroleum Europe Limited Prospect House 97 Oxford Road Uxbridge UB8 1LU
PLEASE INVOICE	ADDITIONAL INFORMATION
CNOOC Petroleum Europe Limited Accounts Payable Prospect House 97 Oxford Road Uxbridge, Middlesex, UB8 1LU, UK Phone No: 01895/237700 Fax No: 01895/555379	Payment Terms Refer to Std T&C's or Related Contract Currency GBP Delivery Date 31.03.2024 Customs No AU/0910/186/23 V.A.T. Reg No. GB830947615

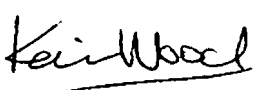
INSTRUCTIONS TO VENDOR: Please quote above Order Number on all correspondence. Submit Invoices via email to APinvoices@intl.cnooltd.com. If registered for OpenInvoice then continue to submit invoices via OpenInvoice. If you are an ERS Vendor then Invoice submission is not applicable. Please acknowledge acceptance of this order by email to the order Originator within 24 hours of order receipt. Please furnish goods and/or services described below subject to the terms and conditions of this Order and all attachments.

Item	Description	Quantity	UoM	Unit Price	Extended Price
	<p>NOTE THAT INVOICES CAN ONLY BE PROCESSED TO THE VALUE STATED ON THIS ORDER.</p> <p>IF FINAL INVOICES ARE EXPECTED TO EXCEED THIS VALUE, PLEASE ENSURE YOU NOTIFY YOUR CNOOC CONTACT/FOCAL POINT PRIOR TO INVOICE SUBMISSION TO ENABLE INCREASED ORDER VALUE TO BE APPROVED.</p> <p>INVOICES RECEIVED IN EXCESS OF APPROVED ORDER VALUE WILL BE REJECTED.</p> <p><u>VAT STATEMENT</u></p> <p>THE COMPANY POSITION ON TAX IS OUTLINED WITHIN CLAUSE 9 OF OUR STANDARD TERMS AND CONDITIONS ATTACHED OR WITHIN THE APPLICABLE CLAUSE OF THE CONTRACT DOCUMENT REFERRED TO ON THIS ORDER; HOWEVER FOR THE PURPOSE OF CLARITY ON VAT, THE FOLLOWING SHOULD BE NOTED:</p> <p>IN ACCORDANCE WITH S. 7A AND SCH. 4A OF THE VALUE ADDED TAX ACT 1994 VAT IS NOT CHARGEABLE ON ANY SERVICES WHICH ARE PROVIDED ON OR FOR THE BENEFIT OF ANY OFFSHORE INSTALLATION, DRILLING RIG OR VESSEL WHICH IS LOCATED OUTSIDE THE UNITED KINGDOM CONTINENTAL SHELF 12 NAUTICAL MILE BOUNDARY.</p> <p>AS THE SERVICE(S) REQUESTED HEREIN ARE TO BE SUPPLIED FOR THE BENEFIT OF COMPANY AS OPERATOR OF OIL AND GAS FIELDS WHICH ARE ALL LOCATED OUTSIDE THE 12 NAUTICAL MILE UK CONTINENTAL SHELF BOUNDARY AND THEREFORE</p>				

Item	Description	Quantity	UoM	Unit Price	Extended Price
0001	<p>OUTSIDE OF THE SCOPE OF UK VAT.</p> <p>PLEASE REFER TO HMRC VAT NOTICE 741A PARAGRAPHS 3.5 & 4.1 FOR FURTHER INFORMATION AND IF YOU REMAIN IN ANY DOUBT OF THE LOCATION OF THE INTENDED BENEFICIARY FOR THESE SERVICES, PLEASE SEEK CLARIFICATION PRIOR TO INVOICE SUBMISSION.</p> <p>WE REQUIRE AN ORDER ACKNOWLEDGMENT FOR THE FOLLOWING ITEMS: VENDOR: PLEASE ACKNOWLEDGE RECEIPT OF PURCHASE ORDER # 4400130737</p> <p>SUPPLY//INSTALL 2B ROLLER BLINDS</p> <p>DESCRIPTION OF WORK: SUPPLY / INSTALL BLINDS</p> <p>Level 2B 17no Chain Operated Roller Blinds complete with continuous chains & LAM Springs. Fabric: Uni-view 1300 Colour - Twilight</p> <p>DATE OF WORK (From - To): 4th MARCH 2024 # 31st MARCH 2024</p> <p>BUDGET ESTIMATE: £6,200.00</p> <p>COST ASSIGNMENT # 6500321</p> <p>VENDOR CONTACT: steven@aberdeen-blinds.co.uk</p> <p>CNOOC CONTACT: FRASER.FORD@INTL.CNOOCLTD.COM</p> <p>PLEASE SEND ALL INVOICES TO THE FOLLOWING EMAIL ADDRESS: invoicecests@intl.cnoocLtd.com</p> <p>Application of Union Customs Control Procedures - Shipment of Material & Equipment</p> <p>CNOOC Petroleum Europe Limited will continue to ship Material & Equipment to the UKCS under simplified HM Revenue and Customs processes utilising outbound and inbound shipping manifests until we have full approval or otherwise of our EIDR / SDP application from</p>				<p>6,200.00</p> <p>Net Value 6,200.00</p> <p>TOTAL GBP 6,200.00</p>

Vendor: Please acknowledge acceptance of this order by email to the order Originator within 24 hours of Order receipt.

SIGNATURE _____ DATE _____



SIGNATURE _____ DATE 21.03.2024 _____

Item	Description	Quantity	UoM	Unit Price	Extended Price
	<p>HMRC.</p> <p>As a result all vendor material will continue to be shipped under the same simplification processes eliminating the need to complete full import/export declarations in advance of shipment.</p> <p>Any Vendors who complete full declarations will be liable for all customs clearance costs. This activity should be completed in advance and should not impact the vessel sailing schedule.</p> <p>Further instructions will be provided when all outstanding CNOOC Petroleum Europe Limited applications have been processed and the transition to new processes and procedures is complete.</p>				

CNOOC's Integrity Guide for Suppliers

CNOOC are committed to ethical business practices and expect that all representatives of CNOOC conduct themselves with integrity at all times. CNOOC's business practices are guided by the principles outlined in How We Work: Our Integrity Guide for employees.

CNOOC also believe that these practices should be represented throughout the supply chain and have developed a similar document for our suppliers, called Our Integrity Guide for Suppliers.

Our Integrity Guide for Suppliers, expands on the principles outlined in CNOOC's employee guide. It sets expectations for how we do business within the supply chain, reinforcing adherence to our corporate values and company policies. It also stresses the importance of legal and regulatory compliance.

The Guide also provides an explanation of what we expect of you, our key stakeholders working within CNOOC's supply chain.

We would like you to share this guide with your colleagues that work on the CNOOC account. A pdf version is available on the CNOOC website at

<https://www.cnoocinternational.com/integrity-and-compliance/doing-business-with-us>

If you have any question on the content of the guide please contact the email address noted on the order header.

CNOOC PETROLEUM EUROPE LIMITED

SERVICE ORDER GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "Affiliate" means in relation to an entity, any subsidiary or parent undertakings (within the meaning of Section 1162 of the Companies Act 2006 save that for the purposes of subsection (2) of that Section an undertaking shall also be treated as a member of another undertaking if any shares in that other undertaking are held by a person or that person's nominee by way of security or in connection with the taking of security granted by the undertaking) of the entity.
- (b) "Company" means CNOOC Petroleum Europe Limited acting as operator for and on behalf of itself and, where applicable, its Co-venturers.
- (c) "Company Group" means Company, the Co-venturers, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel) and Company's other contractors, excluding contractors providing air transportation, and their respective subcontractors (of any tier), but shall not include any member of the Contractor Group.
- (d) "Company Representative" means the person identified as such on the face of the Order.
- (e) "Contract" means these General Terms and Conditions and the Service Order ("Order") to which these General Terms and Conditions are attached (as amended by any special conditions that may be agreed) and any specifications, drawings or other documents attached or referred to on the face of the Order.
- (f) "Contractor" means the person or company to whom this Contract is issued.
- (g) "Contractor Group" means Contractor, its Sub-contractors, its and their Affiliates, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Company Group.
- (h) "Contractor's Representative" means the person identified as such on the face of the Order.
- (i) "Co-venturers" means any co-venturer with Company from time to time having an interest in the exploration and production licences, the joint operating agreement, unitization agreement or similar agreement relating to the operations for which the Services are being performed and the successors in interest of such Co-venturers or the assignees of any interest of such Co-venturers.
- (j) "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person working in the oil and gas industry and acting in good faith and carrying the same type of activity under the same or equivalent circumstances in a similar location acting in accordance with applicable legislation.
- (k) "Party" means Company or Contractor as the context so permits and "Parties" means both of them together.
- (l) "Relevant Terms" has the meaning given to it in Clause 32.2.
- (m) "Services" shall mean all work services and all other obligations to be complied with by Contractor described in this Contract.
- (n) "Sub-contractor" means a company, person, or partnership to whom Contractor, or any of its Sub-contractors of any tier, has sub-let a part of the Services.
- (o) "Willful Misconduct" means intentional, conscious or reckless disregard of any provisions of this Contract by any director, officer, or employee of any Party or by any other personnel, agent or contractor of the Party in question in the exercise of any function, authority or discretion conferred upon respectively such Party thereunder, but shall not include any error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by any such director, officer, or employee, or by any other personnel, agent or contractor of the Party in question.

In the event of any conflict between these General Terms and Conditions and any special conditions agreed between the Parties in the Order, the special conditions shall prevail. These General Terms and Conditions shall have precedence over any conditions appearing on any acceptance form or other document or letter emanating from Contractor or any Sub-contractor carrying out Services under this Contract and such conditions shall have no effect whatsoever. Contractor shall not commence the Services before signing and returning to Company a copy of the Order. If Contractor commences the Services or submits an invoice under this Order without having signed the Order, Contractor shall be deemed to have accepted the terms and conditions herein without exception.

2. TERM

This Contract shall continue in full force and effect until the Services (and any re-performance thereof) have been completed in accordance with the terms hereof or until sooner terminated in accordance with the provisions of Clause 16.

3. PERFORMANCE AND GENERAL OBLIGATIONS

Contractor shall promptly perform the Services described in the Order and shall provide all services needed to perform the Services. Contractor shall perform the Services with due diligence and in accordance with Good Industry Practice.

Contractor shall read carefully the drawings, plans, specifications and all other documentation having a bearing upon this Contract and the Services in order for Contractor to provide the Service. Prior to commencement of the Services, Contractor shall ensure a full understanding and knowledge of the nature and scope of the Services and the prevailing conditions under which they are to be performed.

Contractor shall ensure that it contacts Company Representative to establish which Company procedures apply to the Services and to obtain an up-to-date copy of such procedures prior to commencement. It shall be Contractor's responsibility to thereafter ensure that the Services are at all times performed in accordance with Company policies (set out at <https://cnoocinternational.com/en/integrity-and-compliance/supplier-documents>), Company's procedures and any specifications.

At Company's sole option, Contractor may be required to propose its own procedures or specifications for Company's approval and, once approved, shall adhere to them for the term of this Contract.

4. COMPENSATION & METHOD OF PAYMENT

Company shall pay Contractor for the satisfactory performance of the Services in accordance with rates and prices contained within the Order.

Contractor may invoice Company (to the address referred to on the front of this Order) on a monthly basis. Company will accept only one (1) invoice per month issued in arrears. Each invoice shall quote the Order number and be accompanied by such documentation as Company may reasonably require to verify the correctness of items invoiced.

Subject to the Services having been completed to Company's satisfaction, payment of all undisputed invoices shall be made within thirty (30) days of receipt by Company of the same unless otherwise specified by Company.

5. TIMESHEETS

Where Contractor uses timesheets in connection with performing the Services, those timesheets shall form part of the documentation to be provided to Company to accompany the invoice pursuant to Clause 4.

6. OFFSHORE TRANSPORTATION

If applicable, Company shall provide, at no cost to Contractor, all routine and medi-vac transportation for Contractor's personnel and transportation of such equipment and material which, at Company's sole discretion, are capable of transportation from Company's designated onshore base. Contractor shall advise all of its personnel to carry a valid passport when travelling offshore to perform the Services. Contractor shall be liable for all direct costs resulting from the failure of Contractor's personnel to be in possession of a valid passport or discharge book when travelling offshore to perform the Services.

7. ASSIGNMENT & SUB-CONTRACTING

Contractor shall not assign this Contract and shall not sub-contract the whole or any part of the Services without Company's prior written consent.

8. FORCE MAJEURE

Neither a failure nor an omission by either Company or Contractor to carry out or observe any of the stipulations, conditions or obligations to be performed hereunder shall give rise to any claim against the other Party or be a breach of Contract if such failure or omission arises from a cause reasonably beyond the control of the Party claiming force majeure. For the avoidance of doubt, equipment breakdown shall not be considered a force majeure event.

9. TAX

Contractor shall defend, indemnify and hold Company harmless from any taxes on income, wages, salaries, profits or gains imposed by any governmental authority upon Contractor or Company in respect of any payment made to or earned by Contractor hereunder. If required by the laws of any country having jurisdiction Company shall have the right to withhold amounts at the withholding rates specified by such laws from the compensation payable for the Services and any such amounts paid over by Company to a governmental authority pursuant to such laws shall to the extent of such payment be credited against and deducted from amounts otherwise owing to Contractor hereunder.

In the event that Contractor is a non-UK resident company, Contractor shall furnish a certificate from the Inland Revenue as required under paragraph 7, Schedule 15 of the Finance Act 1973 or a guarantee in a form and amount acceptable to Company.

Where necessary, Value Added Tax (VAT) shall be paid by Company in addition to rates or prices agreed for Services. Where applicable, Contractor shall furnish to Company a valid tax invoice showing VAT due on value of Services executed.

Notwithstanding the foregoing, in accordance with s. 7A and sch. 4A of the Value Added Tax Act 1994 VAT is not chargeable on any Services which are provided on or in connection with any offshore installation, drilling rig or vessel which is located outside the United Kingdom Continental Shelf twelve (12) nautical mile boundary.

10. PROPRIETARY INFORMATION, INVENTIONS AND PATENT INFRINGEMENT

"Proprietary Information" shall mean all data and/or information which Contractor and its directors, employees, servants, and/or agents directly or indirectly acquire from Company or from the performance of the Services or any other information concerning the technical and business activities and know-how of Company. Contractor shall not disclose any Proprietary Information to any third party nor use Proprietary Information, other than on Company's behalf except as Company may authorise in writing.

Contractor shall disclose promptly to Company all inventions which it or its directors, employees, servants and/or agents may make as a result of the performance of the Services which are wholly or in part based on or derived from Proprietary Information. All rights, title and interest in and to such inventions shall belong to Company.

Contractor shall be liable for and shall defend, indemnify and hold Company harmless from and against any and all claims, injunctions and legal proceedings and all costs and expenses arising from any infringement of any patent, copyright or other proprietary right asserted by any third party in respect of any device, apparatus or method used by the Contractor in performing the Services. Title to all reports, test results, charts and drawings of whatever nature in respect of the Services shall vest in Company with effect from the date of creation. Upon completion or termination of the Services, Contractor shall issue to Company all such documents in its possession.

11. LAWS AND REGULATIONS

Contractor shall obtain all permits and licences required for the Services and warrants that it shall comply fully at all times with such national and local laws, regulations, rules and orders as may be applicable in the jurisdiction where the Services are to be performed and Contractor shall indemnify, defend and hold Company harmless from and against any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including but not limited to all related legal costs and expenses) imposed or asserted against Company as a result, or by reason, of the failure or alleged failure of Contractor to fully comply therewith. Contractor agrees to indemnify and hold Company and any of its contractors harmless from and against any and all liability, damage, claim or costs (including legal costs and expenses) arising as a result of the Transfer of Undertakings (Protection of Employment) Regulations 2006 on the commencement, cessation or transfer of the provision of the Services.

12. LIABILITY AND INDEMNITY

12.1 Except to the extent caused or contributed to by the Wilful Misconduct of the Company Group, Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Company Group from and against any and all claims, demands, losses, damages, costs (including but not limited to legal costs), expenses and liabilities in respect of:

- (a) loss of or damage to property of the Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group arising from or relating to the performance or non-performance of this Contract; and
- (b) personal injury including sickness, disease or death to any personnel of the Contractor Group arising from or relating to the performance or non-performance of this Contract; and
- (c) subject to any other express provisions of this Contract, personal injury including sickness, disease or death or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor Group. For the purpose of this Clause 12.1(c) "third party" shall mean any party which is not a member of the Company Group or the Contractor Group.

12.2 Except to the extent caused or contributed to by the Wilful Misconduct of the Contractor Group, Company shall be responsible for, and shall save, indemnify, defend and hold harmless the Contractor Group from and against all claims, demands, losses, damages, costs (including but not limited to legal costs), expenses and liabilities, in respect of:

- (a) loss of or damage to the property of the Company Group whether owned, leased or otherwise obtained under arrangements with financial institutions and provided by the Company Group arising from or related to the performance of this Contract located at the worksite; and
- (b) personal injury including sickness, disease or death to any personnel of the Company Group arising from or relating to the performance or non-performance of this Contract; and
- (c) subject to any other express provisions of this Contract, personal injury including sickness, disease or death 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. For the purpose of this Clause 12.2(c) "third party" shall mean any party which is not a member of the Company Group or the Contractor Group.

12.3 Except to the extent caused or contributed to by the Wilful Misconduct of the Contractor Group, and except as provided by Clause 12.1(a), 12.1(b) and 12.4, Company shall save, indemnify, defend and hold harmless the Contractor Group from and against any claim of whatsoever nature arising from pollution and/or contamination emanating from the reservoir and/or from any equipment or property of the Company Group.

12.4 Except to the extent caused or contributed to by the Wilful Misconduct of the Company Group, and except as provided by Clause 12.2(a) and 12.2(b), Contractor shall save, indemnify, defend and hold harmless the Company Group from and against any claim of whatsoever nature arising from pollution and/or contamination arising from or relating to the performance of this Contract where:

- (a) such pollution occurs on the premises of the Contractor Group; or
- (b) such pollution emanates from the property or equipment of the Contractor Group (including but not limited to marine vessels).

12.5 Notwithstanding the provisions of Clause 12.1(a) above and except to the extent of fair wear and tear, Company shall reimburse Contractor in respect of loss of or damage to property, materials or equipment of the Contractor Group which occurs whilst in-hole below the rotary table except to the extent that such damage is caused by the negligence or breach of duty (whether statutory, contractual or otherwise) or by the Wilful Misconduct of the Contractor Group.

Company's liability for such loss or damage shall, subject to the depreciation provision in Clause 12.7 below, be either the actual repair or replacement cost, whichever is the lesser, as substantiated by Contractor to Company.

12.6 Notwithstanding the provisions of Clause 12.1(a) above, and except to the extent of fair wear and tear, if Contractor can demonstrate that Contractor's equipment other than that located down-hole has been subject to abnormal damage (meaning damage which could not be reasonably expected) which has resulted directly from corrosion, erosion or abrasion caused by the nature of the well effluent, Contractor shall be reimbursed for the costs of repair or replacement resulting from such damage except to the extent that such damage is caused by the negligence or breach of duty (whether statutory, contractual or otherwise) or by the Wilful Misconduct of Contractor. Where repair is possible, Company shall, at its sole option, reimburse Contractor in respect of either the foregoing repair or replacement costs.

12.7 Any replacement cost for which Company is liable under Clause 12.5 and Clause 12.6 above shall be reimbursed to Contractor subject to the deduction of depreciation, which shall be calculated from the substantiated date of the original purchase or the last refurbishment (if applicable) of each item or component part thereof, at two percent (2%) per month from the applicable date up to a maximum depreciation of eighty percent (80%).

Contractor shall notify Company in writing within thirty (30) days of the date of recorded loss or of return of Contractor's equipment to Contractor as applicable, giving full details of any loss and/or damage to such equipment and the amount of reimbursement due to Contractor under Clause 12.5 and Clause 12.6 above.

12.8 Subject to Clause 12.1 and Clause 12.4, but notwithstanding anything contained elsewhere in this Contract to the contrary, Company shall save, indemnify, defend and hold harmless the Contractor Group against all claims, losses, damages, costs (including but not limited to legal costs), expenses and liabilities resulting from:

- (a) loss or damage to any Company well or hole; and
- (b) blow-out, fire, explosion, cratering or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris); and
- (c) damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom

arising from, relating to, or in connection with the performance or non-performance of this Contract.

12.9 All exclusions and indemnities given under this Clause (save for those under Clauses 12.1(c), 12.2(c), 12.5 and 12.6) and Clause 14 shall apply irrespective of the cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party, but not irrespective of the Wilful Misconduct of the indemnified party or any other entity or party, and shall apply irrespective of any claim in tort, under contract or otherwise at law.

Company's rights and remedies under this Contract are in addition to its rights and remedies conferred by statute and common law.

12.10 Indemnity provisions under Clause 12 do not limit the Contractor Group's:

- (a) obligations to rectify or re-perform defective Services in accordance with the terms of this Contract; or
- (b) responsibilities for remedying any other breach of this Contract.

12.11 Notwithstanding any other provision of this Contract, all liability and indemnity provisions in this Contract shall apply whether there is insurance coverage or not in a particular event.

13. INSURANCE

Contractor's and Sub-contractors' minimum insurance requirements, which are to include waivers of subrogation in favour of Company, are as follows:-

- (a) employers liability insurance in an amount of not less than five million pounds sterling (£5,000,000) per occurrence or series of occurrences arising from the one event;
- (b) general third party liability with a combined bodily injury and property damage limit of not less than five million pounds sterling (£5,000,000) or equivalent per occurrence or series of occurrences arising from the one event. Such insurance shall contain an indemnity to principals clause;
- (c) motor vehicle liability insurance, which shall comply with legislation;
- (d) all insurances that Contractor is obliged to carry under any applicable laws; and
- (e) any other insurance that Contractor acting as a diligent, prudent and competent contractor considers appropriate in terms of type, coverage and limit, taking into account the nature, extent, scope and location of the Services.

Contractor shall procure that Sub-contractors are insured to appropriate levels as may be relevant to their work.

A cross liabilities or severability of interest's clause shall be incorporated in the insurance required by sub-clauses (b), (c), (d) and (e) above.

14. CONSEQUENTIAL LOSS

For the purpose of this Clause 14, the expression "Consequential Loss" shall mean:

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

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

15. CONFIDENTIALITY

All information obtained by Contractor, its Sub-Contractors, its and their servants or agents in the course of performing the Services hereunder shall be confidential ("Confidential Information") and shall not, unless authorised in writing by Company, be divulged by Contractor or Contractor's servants or agents and such Confidential Information shall not be disclosed to any third party during the term of this Contract or for a period of five (5) years thereafter. Neither Contractor nor any member of the Contractor Group shall make, nor permit any other person to make, any public announcement or disclosure in connection with the Order unless approved and authorised in writing by Company.

16. TERMINATION

Company may at its absolute discretion immediately terminate all or any part of the Services at any time and where Contractor is not in default of this Contract Company agrees to pay Contractor for all Services undertaken and all materials furnished pursuant to this Contract up to the time of termination but in no event shall Company be liable for the loss of any anticipated profits. Contractor shall forward to Company all completed or uncompleted drawings, reports and other documents.

Clauses 9, 10, 11, 12, 14, 15, 17, 24, 30, 31 and 33 shall survive the expiration or any termination of this Contract.

17. AUDIT

Company or its duly authorised representative shall have the right, for a period of six (6) years from completion of the Services, to audit, and take copies of, all of Contractor's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to the Services.

18. INDEPENDENT CONTRACTOR

In the performance of Services, Contractor is an independent contractor with respect to Company and all personnel engaged and used by Contractor in performing and completing the Services shall in no sense be deemed to be agents or employees of Company.

19. SAFETY

Contractor shall demonstrate implementation of an appropriate Health, Safety & Environment (HSE) Management System to deliver Company's commitment to ensure all Company activities are executed in safe, environmentally and socially responsible manner in line with Company's Health, Safety, Environment & Social Responsibility Policy (a copy of which is available to Contractor on the internet at the website set out in Clause 3 or directly from Company upon request). Contractor shall provide its personnel with safety clothing in accordance with all statutory provisions and requirements.

20. QUALITY ASSURANCE

Contractor shall implement an appropriate Quality Management System in which to perform and control the Services. Evidence of such a system such as a BS EN ISO 9001 Registration Certificate is required and shall be supported by further evidence which may be requested by Company from time to time to verify that the system is being followed.

21. TRAINING

Where applicable, Contractor shall ensure that its personnel have certificates to confirm that they have been trained to meet statutory requirements in first aid, fire-fighting, offshore survival and helicopter transportation including emergency evacuation all as detailed within the Oil & Gas UK Guidelines for "Emergency Safety Training on Installations".

22. NOTICES

Any notice required to be given hereunder shall be deemed to have been properly given by a Party if sent by pre-paid mail to the other Party at the other Party's address as it appears on the face of the Order.

Notice shall be deemed to have been received when sent by mail or recorded delivery upon receipt by the addressee of such delivery, failing which two (2) business days after the date of mailing.

23. BUSINESS ETHICS

Contractor shall maintain standards with regard to business ethics and integrity, code of business conduct and alcohol/drugs abuse, that are of the same or a more stringent level to that of Company's Policies & Procedures, copies of which are available on the internet or directly from Company upon request.

24. LAW

This Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

A person who is not a Party to this Contract (a "Third Party") shall have no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Contract or any amendment hereto. The foregoing provisions of this Clause 24 shall not affect any right or remedy of such Third Party which exists or is available apart from the Act.

25. STATUS OF COMPANY

Company enters this Contract for itself and as agent for and on behalf of any Co-venturers. Contractor agrees to look only to Company for the due performance of this Contract and nothing contained in this Contract will impose any liability upon, or entitle Contractor to commence any proceedings against any Co-venturer other than Company, and Company may enforce this Contract on behalf of all Co-venturers as well as for itself.

26. VARIATIONS

Company has the right to raise variations to the Services. Such variations may include an increase or decrease in the quantity, character, kind, features and characteristics of the Services or part thereof, and adjustments to the schedule, provided that such variations do not exceed that which the parties could reasonably have expected when entering this Contract. The effect of the variation on the price and/or delivery schedule shall be determined through negotiations between the Parties, unless specified otherwise in this Contract. No variations to the Services shall be effective unless evidenced in writing and signed by the Parties.

27. WORKSITE PROCEDURES

If applicable, Contractor must demonstrate as a deliverable under this Order that all Services performed under this Order at any Company work site are performed in accordance with the relevant Contractor and Sub-contractor procedures and that:

(a) all Contractor documentation required to be provided to Contractor and Sub-contractor personnel has been identified; and

(b) said documentation is in place and is being kept up to date.

Contractor and its Sub-contractors shall ensure that the documentation can be, and is being, quickly accessed, understood and adhered to by all those that require it whilst on Company's work sites.

28. WARRANTY

Contractor warrants that the Services, products and rental equipment to be provided pursuant to the provisions of this Order shall either:

(a) conform to the specifications set forth herein, or

(b) where there are no specifications set forth herein, shall be fit for the intended purpose.

In the event that Contractor's Services, products or rental equipment are defective in that they fail to comply with the foregoing standards, then as Company's remedy for such non-conformance, Contractor shall:

(i) promptly repair or re-perform such defective Services as are brought to Contractor's attention in writing by Company within twelve (12) months from the Services having been completed, at no cost to Company; and

(ii) repair or replace rental equipment as may be necessary to correct any such deficiencies provided, at no cost to Company; and

(iii) replace the product returned for inspection and proven to be defective.

Should Contractor fail to promptly carry out (i), (ii) and (iii), then Company shall be entitled to have such Services, products and rental equipment provided by others and to debit Contractor's account accordingly or to obtain reimbursement from Contractor.

29. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto with respect to the Services and supersedes all prior negotiations, representations or agreements related to this Contract, either written or oral. No amendments or variations to this Contract shall be effective unless evidenced in writing and signed by the parties to this Contract.

30. ANTI-BRIBERY AND CORRUPTION

In connection with Contractor's performance of its obligations for the supply of Services under this Order, Contractor shall comply with all applicable laws, statutes, regulations and codes and other legally binding measures relating to anti-bribery and anti-corruption including but not limited to the United States of America Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010.

31. MODERN SLAVERY

Contractor warrants that it shall comply with all applicable laws, statutes, regulations and codes in relation to anti-slavery and human trafficking from time to time in force, including but not limited to the Modern Slavery Act 2015.

32. ANTI-FACILITATION OF TAX EVASION

32.1 Contractor shall:

(a) not engage in any activity, practice or conduct which would constitute either:

(i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

(ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

(b) have and shall maintain in place throughout the term of this Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees and agency personnel of Contractor) and to ensure compliance with Clause 32.1(a);

(c) promptly notify Company in writing if it becomes aware of any breach of Clause 32.1(a) or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;

(d) within three (3) months of the date of this Contract, and annually thereafter, certify to Company in writing signed by an officer of Contractor, compliance with this Clause 32 by Contractor and all persons associated with it under Clause 32.2. Contractor shall provide such supporting evidence of compliance as Company may reasonably request.

32.2 Contractor shall ensure that any person associated with Contractor who is performing Services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Contractor in this Clause 32 ("Relevant Terms"). Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Company for any breach by such persons of any of the Relevant Terms.

32.3 For the purposes of Clause 32, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with Contractor includes but is not limited to any Sub-contractor of Contractor.

33. IR35 RULES

The following definitions shall apply for the purposes of this Clause 33:

"Contingent Worker" means any personnel engaged by the Contractor Group, or which the Contractor Group proposes to engage, in performing the Services to Company for whom the Contractor or any member of the Contractor Group would be deemed a "client" for the purposes of Chapter 10 of Part 2 of the Income Tax (Earnings & Pensions) Act 2003.

"Intermediary" means a third party through which the Contingent Worker provides services in an engagement to which the IR35 Legislation applies.

"IR35 Legislation" means the Social Security Contributions (Intermediaries) Regulations 2000 (SI 2000/727) and Chapter 8 and Chapter 10 of Part 2 of the Income Tax (Earnings & Pensions) Act 2003.

"IR35 Legislation Effective Date" means 6 April 2021.

"Status Determination" means, in relation to a Contingent Worker who is engaged by Contractor or any other member of the Contractor Group (as the case may be) through an Intermediary, a conclusion by such Contractor or other member of the Contractor Group that, if the work performed by that Contingent Worker in connection with this Contract were provided under a contract directly between Contractor or any other member of the Contractor Group (as the case may be) and that Contingent Worker, either that the Contingent Worker would be deemed as an employee of Contractor or other member of the Contractor Group (as the case may be) for income tax purposes or that the Contingent Worker would not be deemed an employee of Contractor or other member of the Contractor Group (as the case may be) for income tax purposes.

(a) With effect from and including the IR35 Legislation Effective Date, Contractor shall:

(i) comply with the IR35 Legislation in respect of any Contingent Workers provided by it or any other member of the Contractor Group in the performance and completion of the Services who are engaged by Contractor or any other member of the Contractor Group (as the case may be) through an Intermediary; and

(ii) provide thirty (30) days' prior written notice to Company if Contractor or any other member of the Contractor Group is engaging, or proposes to engage, any Contingent Workers through an Intermediary in the performance and completion of the Services, together with (to the extent permitted by applicable data protection law) reasonable details of the Status Determination made for such Contingent Workers and the reasons why the performance and completion of the Services cannot be satisfied by the Contractor Group's employees or Contingent Workers who are not engaged through an Intermediary.

(b) Contractor shall be responsible for and shall save, indemnify, defend and hold harmless any member of the Company Group from and against any and all:

(i) income taxes, PAYE, levies, employee taxes, social security contributions and national insurance contributions; and

(ii) claims, charges, losses, damages, costs (including legal costs), fines, penalties, deductions, expenses and liabilities,

suffered or incurred by any member of the Company Group, in each case arising as a result of or in connection with any:

(A) breach by Contractor of Clause 33(a); and

(B) proceedings, claims, assessments or demands by any third party or governmental authority (including, without limitation, HM Revenue and Customs and any successor, equivalent or related body) pursuant to any provisions of the IR35 Legislation or based on the worker status of any Contingent Workers engaged by any member of the Contractor Group in the performance and completion of the Services.

(c) Contractor shall not satisfy the indemnity set out in Clause 33(b) (in whole or in part) by way of a claw back or other recovery of any payments made to any Contingent Workers engaged by Contractor or any other member of the Contractor Group in the performance and completion of the Services.

(d) Notwithstanding any other provision of this Contract, this Clause 33 shall not be subject to any limitation or exclusion of liability.

(e) In addition to any other audit rights in this Contract, during the course of the Services and for a period ending six (6) years thereafter, Company or its duly authorised representative shall have the right to:

(i) audit at all reasonable times and, upon request, take copies of all of Contractor's records (howsoever stored) relating to the performance of Contractor's obligations in this Clause 33; and

(ii) meet with Contractor's personnel (including any Contingent Workers),

for the purposes of determining Contractor's compliance with this Clause 33. Contractor shall co-operate fully with Company and/or its duly authorised representatives in the carrying out of any such audit required by Company.

(f) During the course of the Services and following its expiry or termination, Contractor shall promptly notify Company in writing if Contractor becomes aware that, or reasonably suspects that, any breach of Contractor's obligations in this Clause 33 has occurred.

(g) If Company receives a notice pursuant to Clause 33(f) or otherwise reasonably suspects that Contractor has breached any of Contractor's obligations in this Clause 33, Company may either (in its sole discretion):

(i) withhold any monies due to Contractor under this Contract; or

(ii) instruct Contractor to remove any Contingent Worker(s) who are performing and completing the Services and who are engaged by Contractor or any other member of the Contractor Group (as the case may be) through an Intermediary and, if requested by Company, replace such Contingent Worker(s) with such other personnel who are not Contingent Workers engaged through an Intermediary; or

(iii) both (i) and (ii).

END OF SERVICE ORDER GENERAL TERMS & CONDITIONS