



**SAIPEM**

**SAIPEM LIMITED**

Company Registered in England and Wales  
with Registered Office at Saipem House,  
Kingston Upon Thames, Surrey, United Kingdom, KT1  
1TG

Register Company No. 07195109  
VAT Registration No. GB 840 1990 34  
Share Capital Euro 7,500,000.00

**MANAGEMENT AND HEAD OFFICE:**

Saipem House  
12 - 42 Wood Street  
Kingston Upon Thames  
Surrey KT1 1TG, United Kingdom  
Tel. : +44 (0)20 8296 5000  
Fax: +44 (0)20 8296 5100  
www.saipem.com

**GRAMPIAN BLINDS LTD.  
MUGIEMOSS ROAD  
ABERDEEN AB21 9US  
UNITED KINGDOM**

London  
**17.03.2025**

**Contract No. 1513658**

Vendor code : 32004  
Tel. No. : +4401224662884  
Telefax No. : +4401224663018  
E-mail address : sales@grampian-blinds.co.uk


Our reference: Contract No. 1513658 (Reference to be quoted in any correspondence)

**Subject: Replacement of Blinds  
Y10056 / BS 08 2025 - Chris Pickup  
Customer contact- Andi Wallace, sales@grampian-blinds.co.uk**

Cost Center : Y10056  
BUILDING  
Requesting Center : YN0369  
ROV ONSHORE SUPPORT

Proc. Dept. : D1 PD - UK  
Procurem.Office : D20 ABERD. PROJ. PROC.  
Buyer : DC3 Tough Stuart  
E-mail address : STUART.TOUGH@saipem.com

For internal use  
Ref.PR: 11945601 Rev: 001  
Scheduled Commencement Date: 03.03.2025  
Scheduled Completion Date: 31.03.2025  
E-mail address for PDF sending:  
Marlene.Naidoo@saipem.com

	<p align="center"><b>Contract No. 1513658</b> <b>dated 17.03.2025</b></p>	<p align="center">Vendor <b>32004</b> <b>GRAMPIAN BLINDS LTD.</b></p>	<p>Pg. 2 of 9</p>
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<p><b>Base Amount</b></p> <p><b>Maximum Amount</b></p>	<p align="right"><b>702.00 GBP</b> <b>(seven hundred two)</b></p> <p align="right"><b>702.00 GBP</b> <b>(seven hundred two)</b></p>
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"We hereby award you the present Contract for the provisions as outlined under subject, that you undertake to execute in accordance with the terms and conditions as set out herein below.

This Contract, together with the unconditional acceptance hereto, constitutes the entire and only agreement between Contractor and Subcontractor relating to the provisions as described herein, and supersede any other previous representation, whether expressed, oral or implied, or any inducement or agreement of any kind or nature.

Any modifications to the terms and conditions of this Contract shall be issued in writing by the Contractor and shall only be valid upon written acceptance."

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<b>Item Description</b>	<b>Quantity</b>	<b>UM</b>	<b>Unit Price GBP</b>	<b>Amount GBP</b>
<p>2 REPLACEMENT OF BROKEN WINDOW BLINDS</p> <p>REPLACEMENT OF BROKEN WINDOW BLINDS TERN PLACE WINDOW BLINDS IN BOARDROOM AND GROUND FLOOR MEETING ROOMS BROKEN AND NEED REPLACED. COST FOR MEASUREMENT + SUPPLY AND FIT OF NEW BLINDS/TRACKS AS REQUIRED.</p>	<p align="center">1</p>	<p align="center">LS</p>	<p align="center">702.00</p>	<p align="center">702.00</p>

<p> </p>
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**CONTRACTOR: Saipem Limited**, a company established and existing under the laws of England and Wales (registration no. 07195109), with registered offices at Saipem House, 12-42 Wood Street, Kingston Upon Thames, Surrey, KT1 1TG

**SUB-CONTRACTOR: Grampian Blinds Ltd**, a company established and existing under the laws of Scotland (registration no. SC232209), with registered offices in Unit 10 Craig Leith Road, Stirling, FK7 7GN

## **1. SERVICE CONTRACT DOCUMENTS AND PRIORITY**

1.1 The SERVICE CONTRACT DOCUMENTS constitute the entire agreement between PARTIES with respect to the SERVICE and supersede all prior negotiations, representations and/or agreements, either written or oral, between or amongst PARTIES with respect thereto.

1.2 No amendments to or modifications of any terms or conditions of the SERVICE CONTRACT DOCUMENTS shall be valid unless made in writing and signed by both PARTIES.

1.3 The SERVICE CONTRACT DOCUMENTS are complementary to each other and consist of the following documents, binding on both PARTIES. In case of inconsistency or conflicts, each document shall prevail over the others in the order set forth here below:

- a. The present SERVICE CONTRACT, together with any REVISION thereto;
  - b. General Terms and Conditions for SERVICE CONTRACT DOCUMENTS - Low Complexity - Doc. SPC\_GR-GROUP-SC-PRO\_GTC-212-E-R01 (hereinafter referred to as the "General Terms and Conditions");
  - c. Scope of SERVICE [if applicable];
  - d. SERVICE CONTRACT Prices [if applicable];
  - e. Health, Safety and Environment (HSE) Requirements;
  - f. Human and Labour Rights Requirements for Vendors - Doc. SPC\_GR-GROUP-STK-SUS-002E-Rev01;
  - g. Quality Requirements for Suppliers/Sub-contractors;
  - h. SUB-CONTRACTOR DOCUMENTS and Certifications approved by CONTRACTOR [if applicable];
  - i. Model 231, including the Code of Ethics or Organization, Management and Control Model including the Code of Ethics
  - j. Policy Sustainable Saipem, available at the following website: [www.saipem.com](http://www.saipem.com)
  - k. Vendor Code of Conduct.
- (plus possible documents not listed above, and indication of possible priorities of the client)

1.4 The Attachments to the present SERVICE CONTRACT are the following:

- a. Attachment 1 - Letter of Acceptance;

## **2. ACCEPTANCE**

Within 5 (five) days of receipt of the SERVICE CONTRACT issued by CONTRACTOR, SUB-CONTRACTOR shall complete, sign and return to CONTRACTOR the Letter of Acceptance, attached to the SERVICE CONTRACT, together with other documents therein specified.

## **3. SCOPE OF THE SERVICE CONTRACT DOCUMENTS**

SUB-CONTRACTOR shall perform, carry out and provide to CONTRACTOR the SERVICE as described in the Scope of SERVICE, in accordance with the SERVICE CONTRACT DOCUMENTS.

## **4. EFFECTIVE DATE**

The EFFECTIVE DATE of the SERVICE CONTRACT DOCUMENTS is 17.03.2025 or the earliest to occur amongst:



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i) five (5) days after the date indicated on SERVICE CONTRACT first page; ii) the date of signature of the Letter of Acceptance by SUB-CONTRACTOR.

## **5. COMMENCEMENT AND COMPLETION DATE**

The COMMENCEMENT DATE on which SUB-CONTRACTOR commence to perform the SERVICE is 03/03/2025. The COMPLETION DATE within which SUB-CONTRACTOR shall complete the performance of the SERVICE is 31/03/2025.

## **6. WARRANTIES**

6.1 With reference to Clause 5 "WARRANTIES" of the General Terms and Conditions, the Warranty Period shall be minimum Twelve (12) months from the acceptance of the SERVICE.

6.2 The Warranty Period for the re-performed or replaced SERVICE shall be extended for Twelve (12) months from the date when the reperformance or replacement of defective SERVICE or part of it, is completed and accepted.

## **7. TAXES**

The TOTAL SERVICE CONTRACT AMOUNT shall be inclusive of all taxes, except for the Value Added Tax, or the Gross Sale Tax, or any similar indirect tax that, where applicable, shall be indicated separately.

## **8. PRICING**

8.1 Price(s) shall be as set out in the Price list.

8.2 The TOTAL SERVICE CONTRACT AMOUNT shall be as set out in the Price list on page 2 of this SERVICE CONTRACT, in accordance with SUB-CONTRACTOR Proposal GBC026, dated 24/02/2025, which is detailed here for reference only and provides for no contractual obligation contrary to this SERVICE CONTRACT. The TOTAL SERVICE CONTRACT AMOUNT shall be inclusive of all taxes, except for the value added tax or any similar indirect tax that, where applicable, shall be indicated separately.

8.3 With reference to Clause 6 "PRICING, INVOICING AND PAYMENT" of the General Terms and Conditions, the supply of SERVICES shall be invoiced as follows:

a. As minimum, any and all SUB-CONTRACTOR invoice(s) shall make reference to this CONTRACT No. and to the relevant Progress Report(s) No.

b. The invoice(s) shall be accompanied with copy of relevant Progress Report(s) issued by CONTRACTOR and, in cases where SUB-CONTRACTOR is the exporter of the SUPPLY according to the relevant Delivery Term, the Movement Reference Number ("MRN") issued by the custom authorities.

## **9. INVOICING**

9.1 With reference to Clause 6 "PRICING INVOICING AND PAYMENT" of the General Terms and Conditions, the SERVICE shall be invoiced as follows:

9.1.1 Upon the fulfillment of relevant contractual obligations by SUB-CONTRACTOR, SUB-CONTRACTOR shall issue for verification and acceptance to CONTRACTOR Representative (copy to be transmitted via e-mail in .pdf format) pro-forma invoice(s) for each of the invoice(s) relevant to SERVICE, along with the back-up documentation agreed by the PARTIES, such as SERVICE progress status, certificates and approved SITE timesheets.



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9.1.2 Upon verification and acceptance by CONTRACTOR Representative of the pro-forma invoice(s) and relevant back-up documentation, the pro-forma invoice shall be approved and a Service Entry No. shall be issued by CONTRACTOR.

9.1.3 The invoice(s) shall be issued after completion of the SERVICE and fulfilment of any and all the above steps shall constitute a condition precedent to SUB-CONTRACTOR issuing invoices for the SERVICE and CONTRACTOR paying in accordance with the payment terms.

9.1.4 As minimum, any and all SUB-CONTRACTOR invoice(s) shall make reference to this SERVICE CONTRACT No.1513658 and the Service Entry No.

9.1.5 CONTRACTOR requests submittal of Invoices via email.

Invoice emailing instructions shall be as follows:

- \* Address to SLtd.Invoices@saipem.com;
- \* Originals only in Pdf. format;
- \* One invoice per email;
- \* Invoice Number to be stated in the email subject field.

If the submission of electronic Invoices is not suitable for SUB-CONTRACTOR, CONTRACTOR shall continue to work with paper invoices received in the post to the address below:

Saipem Limited  
Saipem House  
12-42 Wood Street  
Kingston Upon Thames  
Surrey  
KT1 1TG  
United Kingdom  
Attn. Accounts Payable Department

9.2 Advanced Payment

NA

## **10. PAYMENT SS99**

**10.1** All payments to SUB-CONTRACTOR for the SERVICE shall be made within Sixty (60) days from receipt of correctly prepared and adequately supported invoice(s).

10.2 Fulfillment of any and all the steps described in Clause 9 "INVOICING" here above shall constitute a condition precedent to SUB-CONTRACTOR entitlement to issue invoices for the SERVICE and CONTRACTOR obligation to pay in accordance with payment terms.

10.3 With reference to Sub-Clause 6.4 "INVOICING AND PAYMENT" of the General Terms and Conditions, SUB-CONTRACTOR shall provide adequate documentation on bank headed paper (e.g. bank certification, bank statement) certifying that the provided SUB-CONTRACTOR bank account effectively belongs to SUB-CONTRACTOR. The same documentation shall be provided by SUB-CONTRACTOR also in case of any change of the bank account details previously communicated. The provision of such documentation is a necessary condition for CONTRACTOR to proceed with the payments.

10.4 Currency: SUB-CONTRACTOR invoices shall be issued and paid in GBP (Pounds, Sterling) currency.

10.5 Retention Money



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NA

## **11. INSURANCE REQUIREMENTS**

11.1 SUB-CONTRACTOR shall obtain and maintain throughout the duration of the SERVICE CONTRACT DOCUMENTS the insurance coverage as provided in the Clause 11 "INSURANCE REQUIREMENTS" of the General Terms and Conditions, with the following limit(s):

11.1.1 Workmen's Compensation Insurance, or similar insurance required by any country's laws which are applicable to any employee of SUB-CONTRACTOR used in performance of the CONTRACT DOCUMENTS.

11.1.2 Employer's Liability Insurance shall cover any compensation to employees to the extent required by Law and agreement with employees for a minimum amount of £5,000,000.00 (Five Million Pounds Sterling)

11.1.3 Comprehensive General Liability Insurance applicable to bodily injury, sickness or death of any one person and for loss or damage to property in any one occurrence shall cover liabilities for a minimum amount of £5,000,000.00 (Five Million Pounds Sterling)

11.1.4 Automobile Liability Insurance covering owned and hired vehicles used by SUB-CONTRACTOR, applicable to bodily injury, sickness or death of any one or more persons and for loss of or damage to property in compliance with local laws and regulations or higher defined coverages.

11.1.5 Construction Plant and Equipment Insurance, to cover loss of or damage to the Construction Plant and Equipment and/or Temporary Work used by the SUB-CONTRACTOR in the performance of the SERVICE(S), up to the full replacement value of such property;

11.1.6 Pollution Liability Insurance, to cover any liabilities and/or damages arising out of pollution as a result of the SUB-CONTRACTOR performance of the SERVICE(S).

## **12. REPRESENTATIVES**

12.1 Prior to the commencement of the SERVICE, CONTRACTOR shall designate in writing its Representative in all matters related to the SERVICE CONTRACT DOCUMENTS, to supervise the management of the SERVICE CONTRACT DOCUMENTS including the issuance and receipt of communications from SUB-CONTRACTOR.

12.2 Prior to the commencement of the SERVICE and in no case later than Five (5) days form the EFFECTIVE DATE, SUB-CONTRACTOR shall designate in writing an experienced SUB-CONTRACTOR Representative who shall be fully knowledgeable in all aspects of the SERVICE CONTRACT DOCUMENTS and the SERVICE, and shall have full charge of all operations of SUB-CONTRACTOR in respect of the SERVICE, and full authority to represent SUB-CONTRACTOR in all matters related to the performance of the SERVICE CONTRACT DOCUMENTS.

12.3 All communications given to SUB-CONTRACTOR Representative by CONTRACTOR in accordance with the SERVICE CONTRACT DOCUMENTS shall be binding upon SUB-CONTRACTOR. SUB-CONTRACTOR must be fully aware of all aspects relating to the management of the contract and the service and shall have the full and exclusive coordination of its personnel and/or self-employed and/or seconded workers, used by SUB-CONTRACTOR in the service. Such SUB-CONTRACTOR Representative shall be present at CONTRACTOR SITE whenever the SERVICE is provided in its side/premises.

## **13. CORRESPONDENCE - NOTICE**

13.1 All written correspondence or documents generated under and/or in connection with the SERVICE CONTRACT DOCUMENTS shall quote the following:

a.SERVICE CONTRACT number;



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- b. FINAL DESTINATION; and  
c. Name of the PROJECT, where applicable.

13.2 All correspondence and notices shall be delivered to the following addresses:

**CONTRACTOR:**

To the named CONTRACTOR Representative detailed on Page 1 of this SERVICE CONTRACT or email [expediting@saipem.com](mailto:expediting@saipem.com)

**SUB-CONTRACTOR:**

Contact Name: Andi Wallace  
Contact Tel No: 01224 662884  
Email Address: [sales@grampian-blinds.co.uk](mailto:sales@grampian-blinds.co.uk)

13.3 All notices to be given with respect to the SERVICE CONTRACT DOCUMENTS shall be considered valid only if sent from CONTRACTOR Representative to SUB-CONTRACTOR Representative, and vice versa. Such notices shall be delivered personally or sent by registered or certified mail, return receipt requested, or by facsimile, or other form of telecommunication. Such notices shall be effective as from the date of receipt thereof.

13.4 Either PARTY may change the address, and the references of its Representative by giving at least Fifteen (15) days prior notice to the other PARTY.

13.5 The English language shall be used by PARTIES in all correspondence and documents prepared or exchanged hereunder or related hereto.

#### **14. PERSONAL DATA PROCESSING ACTIVITIES**

14.1 The PARTIES undertake to comply with the requirements of [D. Lgs.196/2003 (hereinafter: "Privacy Code"), as amended by D. Lgs. 101/2018] and EU Regulation 2016/679 issued by the European Parliament and Council on 27 April 2016 regarding "the protection of natural persons with regard to the processing of personal data and the free movement of such data" (hereinafter GDPR) commencing on the applicable date, in addition to relevant national standards and regulations set out by the Italian Data Protection Authority.

14.2 By signing this SERVICE CONTRACT, each PARTY hereby acknowledges that personal data relating to its employees/collaborators involved in the SERVICE, will be processed by the other PARTY as Autonomous Data Controller, for the purposes of executing the SERVICE CONTRACT only. The personal data will be processed, in accordance to the principles of lawfulness and fairness, in order to protect the rights and freedoms of data subjects, in compliance with technical and organisational measures to ensure a level of security appropriate to the risk, in manual and/or automatic mode, taking exclusively any responsibilities that may arise from the SERVICE CONTRACT.

14.3 In the event that, for the execution of the SERVICE, THIRD PARTIES personal data need to be processed, each PARTY shall act as Autonomous Data Controller, fulfilling the obligation to inform the data subjects and, where required by law, collecting their consent.

#### **15. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

NA

#### **16. SPECIAL CONDITIONS**

16.1 SUB-CONTRACTOR acknowledges that coronavirus COVID-19 pandemic is a known and/or foreseeable event, as well as the respective current and future measures attempting to limit/control the spread resulting thereof and the related direct and indirect effects. Therefore, SUB-CONTRACTOR agrees that such events shall not be considered as Force Majeure (which means an exceptional event or circumstance which is beyond either PARTY control, could not



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reasonably have been foreseen at the EFFECTIVE DATE, a PARTY could not reasonably have avoided or overcome and is not attributable to the other PARTY, for which the affected PARTY shall not be liable for delay or non-performance of its obligations under the SERVICE CONTRACT DOCUMENTS) and/or in any case as events which can legitimate SUB-CONTRACTOR delay or nonperformance or SUB-CONTRACTOR request for additional costs.

SUB-CONTRACTOR declares that it has taken into account coronavirus COVID-19 pandemic and the risk of the adoption of new measures attempting to limit/control the spread resulting thereof, before entering into the SERVICE CONTRACT DOCUMENTS and represents that it can manage any further implications of coronavirus COVID-19 pandemic, without seeking any modification to the SERVICE CONTRACT DOCUMENTS.

The PARTIES acknowledge that the SERVICE CONTRACT DOCUMENTS have been mutually agreed in all their aspects also in order to consider and regulate any constraints that may directly or indirectly arise due to the events described hereabove.

16.3 [to be inserted, if any, on a case by case basis]

#### **16.4 EU/UK SANCTIONS - PROOF OF ORIGIN**

The following is only applicable to SUPPLY from Non EU/UK countries.

As part of CONTRACTOR commitment to corporate responsibility respecting EU regulation of restrictive measures against Russia in its business, CONTRACTOR is committed to avoiding use of raw materials of iron and steel as well as finished products of Russian origin classified in HS code (tariff code) chapters 72 (iron) and 73 (steel).

Therefore, SUB-CONTRACTOR undertakes vis-à-vis CONTRACTOR, for all the commodities aforementioned in the SERVICE CONTRACT, to provide supporting data on SUPPLY chains of iron and steel to CONTRACTOR in the form of Mill Test Certificates (MTCs) from the manufacturer. Such Mill Test Certificate obtained from manufacturer must contain the following information as a minimum:

- Name of manufacturer
- Country of production
- Origin of the goods used in the finished product
- 6-digit HS code (tariff code) of the finished product

#### **17. LAW N. 136 OF 2010 # FINANCIAL FLOW TRACEABILITY**

NA

#### **18. ACKNOWLEDGEMENT/ACCEPTANCE**

The validity of the CONTRACT DOCUMENTS is conditional upon SUB-CONTRACTOR confirmation of acceptance of all Terms and Conditions as set out herein.

SUB-CONTRACTOR shall complete, sign/print, Company stamp (if available) and return to CONTRACTOR the Attachment 1 - Letter of Acceptance - together with any other documents requested within the CONTRACT as set out in the said Attachment, within 5 (five) days of receipt thereof.

Only the CONTRACTOR official acknowledgement/acceptance form (ATTACHMENT 1) will be recognised, all other formats will be considered null and void.

In the event of non-receipt of written confirmation as detailed above, the commencement of any activity related to this CONTRACT will imply the full and unconditional acceptance by SUB-CONTRACTOR.

**For and on behalf of Saipem Limited**



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Signed by:

**ROGER WALTON**

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ATTACHMENT 1 - LETTER OF ACCEPTANCE

(Vendor's Stamp)

Saipem Limited  
Proc. Dept.: PD - UK  
Office: ABERD. PROJ. PROC.  
Saipem House  
12 - 42 Wood Street  
Kingston Upon Thames  
Surrey KT1 1TG, United Kingdom

For the attention of Mr/s: Tough Stuart

Date:

Subject: **Contract No. 1513658 dated 17.03.2025**

We hereby confirm our full acceptance of the WORK / SERVICE CONTRACT DOCUMENTS specified in the above mentioned Contract without any reservation whatsoever.

We transmit herewith a copy of the above mentioned Contract together with a copy of the General Terms and Conditions, and of any applicable Special Conditions, duly initialled on each page.

(Signature)