

STANDARD TERMS & CONDITIONS OF SALE, RENTAL AND PROVISION OF SUPPORT PERSONNEL

The Company shall sell, and the Customer shall purchase Equipment ordered by the Customer and the Company shall repair Customer Repaired Equipment on the following terms and conditions of sale and repair set out in Section 1 (“**Terms and Conditions of Sale and Repair**”) and the common terms and conditions set out in Section 3 (the “**Common Terms**”) only.

Equipment rented, leased or otherwise provided, and/or any Operators provided, to the Customer by the Company shall be rented, leased or otherwise provided on the following terms and conditions of rental and service set out in Section 2 (“**Terms and Conditions of Rental**”) and the Common Terms only.

The Common Terms, the Terms and Conditions of Sale and Repair and the Terms and Conditions of Rental are herein referred to, individually and collectively, as the “**Terms and Conditions**”.

The Customer’s attention is drawn in particular to the provisions of Clauses 29 and 30 in relation to limited warranties and limitation of liability.

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this Clause apply in the Terms and Conditions (including the recitals):

“Affiliate” 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 the Contract “subsidiary” and “holding company” shall have the meaning assigned to them under Section 1159 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) a nominee.

“Claim(s)” shall mean any claim of every kind and nature, demand, cause of action, proceedings, judgement, award, costs (including reasonable legal fees), liability, loss, expense, penalty, fine and damages.

“Client” shall mean any company to which the Customer has undertaken to provide services and in conjunction with which the Equipment, Repaired Equipment and/or Services are being provided.

“Client Group” shall mean and include the Client, any co-venturer of the Client in any licence block or concession area in which the Equipment, Repaired Equipment and/or Services are being provided and its and their Affiliates, its and their respective officers, directors, employees, agents, servants and insurers.

“Company” means Forum Energy Technologies (UK) Limited, a company registered in Scotland with company number SC238859 and having its registered office at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, AB10 1DQ, and any Affiliate (as well as trading companies) of Forum Technologies (UK) Limited selling, renting, repairing or leasing Equipment, Repaired Equipment and/or otherwise providing Operator(s) to the Customer.

“Company Group” means the Company and its Affiliates and its and their subcontractors of any tier and their respective Affiliates, and its and their respective officers, directors, invitees and employees (including agency personnel), but shall not include any member of Customer Group.

“Consequential Damages” means:

- (i) any consequential or indirect loss under applicable law; and
- (ii) loss and/or deferral of production, loss of product, loss of revenue, loss of profits or anticipated profits, loss of business or business opportunity, damages of any kind for failure to meet a deadline, loss of use, loss of or damage to the

leasehold, loss of or damages related to delay in drilling or operating rights, and cost of or loss of use of property, services, equipment and material of any member of either Company Group or Customer Group, as applicable, and/or any third party whether direct or indirect to the extent that these are not included in (i), whether or not foreseeable at the date of execution of this Contract.

“Contract” means the agreement between the Company and the Customer for the rental or sale of Equipment, repair of Repaired Equipment and/or provision of Operators evidenced by a Quotation and/or Sales Order Acknowledgement, and incorporating these Terms and Conditions together with any special terms which may be agreed in writing between the Company and the Customer.

“Customer” means the person or entity which enters into a Purchase Order with the Company, pays for and to whom Equipment, Repaired Equipment and/or other Services are supplied, sold, rented, leased or otherwise provided by the Company pursuant to the Quotation and/or the Sales Order Acknowledgement.

“Customer Group” means the Customer and its Affiliates and its and their contractors of any tier and their respective Affiliates, and its and their respective officers, directors, invitees and employees (including agency personnel), but shall not include any member of the Company Group.

“Delivery” means delivery of the Equipment or Repaired Equipment to the place specified in the Sales Order Acknowledgement, unless otherwise agreed between the Parties. “Deliver” and “Delivered” shall be construed accordingly.

“Equipment” means the various items of equipment offered for rental or sale and which are the subject of the Contract.

“Force Majeure” has the meaning ascribed to it in Clause 35.

“Invoice” means an invoice produced by the Company and issued to the Customer.

“IPR” has the meaning ascribed to it in Clause 34.2.

“Operator” means any employee, agent or any other personnel or subcontractor of the Company supplied under the terms of the Contract, to either (a) commission, maintain, operate or otherwise interact with the Equipment on behalf of the Customer; or (b) train the Customer’s personnel (including agency personnel) in the use of the Equipment.

“Parties” means the Company and the Customer and “Party” shall be construed to mean either one of them.

“Purchase Order” means an order for Services submitted by the Customer to the Company.

“Quotation” means the Company’s quotation for the supply of Services and any written amendments and special conditions applicable to the quotation agreed to by the Parties in writing.

“Repaired Equipment” means equipment delivered to the Company by the Customer for repair services and which is the subject of the Contract.

“Rental Charges” means the rental and other charges defined in Clause 10 and detailed in the Quotation and/or the Sales Order Acknowledgement and accepted by the Customer in writing, whether or not supported by a Purchase Order.

“Rental Period” means the periods defined in Clauses 9.

“Replacement Value” means the manufacturer’s current list price (including the costs of any modifications and additional accessories) from time to time together with all associated costs including but not limited to the costs of transportation, duties, tax and licences.

"Sales Order Acknowledgement" means the final document sent by the Company to the Customer detailing the Services to be performed.

"Services" means all operations to be performed by the Company, Company personnel, subcontractors, or agents (including but not limited to the provision of Equipment for rental or sale, services in respect of repair of Repaired Equipment and the provision of Operators) pursuant to the Contract.

"Third Party" means any person or entity other than the Company Group or the Customer Group.

"Substitution Costs" has the meaning ascribed to it in Clause 15.5.

- 1.2 The masculine includes the feminine and the neuter and vice versa.
- 1.3 The singular includes the plural and vice versa.
- 1.4 The Contract constitutes the complete and exclusive statement of the agreement between the Parties as to the subject matter in respect of the provision of Services, superseding all prior proposals, negotiations and counter-proposals (including any terms and conditions the Customer purports to apply to any Purchase Order or Quotation or Sales Order Acknowledgement which have not been expressly agreed in writing by the Company).
- 1.5 Each Party hereby acknowledges that it has not entered into the Contract in reliance upon any representation made by the other party not embodied herein.
- 1.6 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as reference to the statute, enactment, order regulation or instrument as amended from time to time by any subsequent statute, re-enactment, order, regulation or instrument or contained in any subsequent re-enactment or consolidation hereof.
- 1.7 Headings included in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of any of the Terms and Conditions.

Section 1: Terms and Conditions of Sale and Repair

2. Retention of Title

- 2.1 The Equipment is at the risk of the Customer from the time of Delivery.
- 2.2 Ownership of the Equipment shall not pass to the Customer unless the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 2.2.1 the Equipment, and
 - 2.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 2.3 Until ownership of the Equipment has passed to the Customer, the Customer must:
 - 2.3.1 hold the Equipment on a fiduciary basis as the Company's agent;
 - 2.3.2 store the Equipment (at no cost to the Company) separately from all other Equipment of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 2.3.3 not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - 2.3.4 maintain the Equipment in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company; on request the Customer shall exhibit the policy of insurance to the Company; and
 - 2.3.5 hold the proceeds of the insurance referred to in Clause 2.3.4 on trust for the Company and not mix them with any other money nor pay the proceeds into an overdrawn bank account.

2.4 The Customer may re-sell the Equipment before ownership has passed to it solely on the following conditions:

- 2.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- 2.4.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal in making such a sale.

2.5 The Customer's right to possession of the Equipment shall terminate immediately if:

- 2.5.1 the Customer is the subject of a petition for sequestration or makes an arrangement or composition with his creditors or otherwise takes the benefit of any Act or other statutory or regulatory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory, except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamations) or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- 2.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other Contract between the Company and the Customer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as amended) or the Customer ceases to trade; or
- 2.5.3 the Customer encumbers or in any way changes any of the Equipment.

2.6 The Company shall be entitled to recover payment for the Equipment notwithstanding that ownership of any of the Equipment has not passed from the Company.

2.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where the Customer's rights to possession have terminated, to recover it.

2.8 The title and risk in the Repaired Equipment shall remain at all times with the Customer.

3. Design, Build And Modifications

Where any piece of Equipment is designed by the Company, the Company reserves the right to modify the design, method of build and/or the process for modification of any or all Equipment sold by it without notice, and without incurring any obligation or liability to provide any Equipment with such changed design or build or modification to Equipment previously sold.

4. Customer's Design, Build And Modifications

Where the Company builds and/or modifies Equipment in accordance with the Customer's drawings, plans, specifications or other information, the Customer will defend, indemnify, release and hold harmless the Company from and against any and all Claims by the Customer or any other natural or corporate person, such Claims including but not limited to Claims for direct or indirect, special and/or Consequential Damages, loss of or damage to property at surface or sub-surface, destruction or economic loss of any kind including property rights, infringement of any patent, design copyright or trade name or mark, or other intellectual property right, death, injury or incapacitation arising, directly or indirectly, or in any manner connected with such Equipment.

5. Delivery

5.1 The Company will Deliver the Equipment or Repaired Equipment in accordance with the Sales Order Acknowledgement.

5.2 Any dates specified by the Company for Delivery of the Equipment or Repaired Equipment are intended to be an estimate and time for Delivery shall not be made of the essence by notice. If no dates are so specified, Delivery will be within a reasonable time.

5.3 The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in Delivery of the Equipment or Repaired Equipment (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds one hundred and eighty (180) days.

5.4 If for any reason the Customer will not accept Delivery of the Equipment or Repaired Equipment, or the Company is unable to Deliver the Equipment or Repaired Equipment because the Customer has not provided appropriate instructions, documents, licenses or authorisations:

5.4.1 risk in the Equipment will pass to the Customer (including for loss or damage caused by the Company's negligence);

5.4.2 the Equipment or Repaired Equipment will be deemed to have been Delivered; and

5.4.3 the Company may store the Equipment or Repaired Equipment until Delivery whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Non Delivery

6.1 The quantity of any consignment of Equipment or Repaired Equipment as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on Delivery unless the Customer can provide conclusive evidence proving the contrary.

6.2 The Company shall not be liable for any non Delivery of Equipment or Repaired Equipment (even if caused by the Company's negligence) unless written notice is given to the Company within three (3) days of the date when the Equipment or Repaired Equipment would in the ordinary course of events have been Delivered.

6.3 Any liability of the Company for non Delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the Contract rates on a pro rata basis against any invoice raised for such Equipment.

7. Price

Quotations and any other pricing indications in any other correspondence are subject to confirmation in writing in the relevant Sales Order Acknowledgement.

8. Cancellation

The Company reserves the right to accept or reject any request for cancellation from the Customer. In the event of such a request being acceptable to the Company, the Customer shall pay to the Company such reasonable amounts as agreed between the Parties at the time of cancellation as to compensate the Company for work completed in pursuance of the provision of the Services including, but not limited to, any Delivery costs.

Section 2: Terms and Conditions of Rental

9. Rental Period

9.1 Unless otherwise agreed between the Parties in writing, the Rental Period commences on the day the Equipment is Delivered or within fourteen (14) days of when the Company gives notice that the Equipment is ready for Delivery and shall continue until the Equipment is returned to the Company, between the hours of 8.00am and 5.00pm, Mondays to

Fridays, and a receipt is issued by the Company. This shall apply even if the Company has agreed to reduce or cease Rental Charges at earlier date.

9.2 If the Customer is an individual within the meaning of the Consumer Credit Act 1974, the maximum Rental Period shall not exceed three (3) months.

10. Rental and other charges

10.1 Quotations and any other pricing indications in any other correspondence are subject to confirmation in writing in the relevant Sales Order Acknowledgement.

10.2 The Company reserves the right to revise Rental Charges for Equipment already being rented to the Customer by giving one (1) month's written notice to the Customer.

10.3 Rental Charges will be calculated daily with part days being charged as full days.

10.4 All Rental Charges are quoted in Pounds Sterling, unless otherwise agreed in writing.

10.5 Rental Charges relate solely to the rental of the Equipment and additional charges will be paid by the Customer for other services provided by the Company, including but not limited to Delivery, transportation, installation, commissioning (or decommissioning) or operation of the Equipment. Where applicable, these additional charges will be detailed in writing.

10.6 Where the Equipment is returned and is found (in the sole opinion of the Company) not to be in substantially the same condition (fair wear and tear accepted) that it was at the time of Delivery then the Customer shall be responsible for the costs of the Company returning the Equipment to its condition at the time of Delivery plus an administration charge of fifteen per cent (15%). Where the Equipment is incapable of being restored to its previous condition, the Customer shall be responsible for the Replacement Value.

10.7 Where in the reasonable opinion of the Company the Equipment is lost or damaged beyond repair during the Rental Period the Customer shall pay to the Company on demand the Replacement Value of the Equipment.

10.8 In either of the cases referred to in 10.6 and 10.7, the Rental Charges shall continue until the item is repaired, replaced or the full Replacement Value is received.

10.9 The Customer agrees to pay all costs (including export and import costs); taxes (including withholding tax, unless otherwise stated on an Invoice or agreed in writing between the Company and the Customer), levies, duties, expenses or fines assessed by any foreign government or body against the Equipment in connection with temporary importation and/or exportation of the same.

10.10 The Customer agrees to pay all charges arising under this Clause 10.

11. Title

Nothing in the Contract shall convey to the Customer any title to or any right in the Equipment rented in accordance with Section 2 of these Terms and Conditions, including, but not limited to, all proprietary rights or ownership of any modifications. The Customer's sole right in relation to the Equipment or any modifications is to use the same for the duration of the Rental Period.

12. Obligations of the Customer

During the continuance of the Contract the Customer shall:

12.1 obtain and pay for all necessary licences, certificates, permits, authorisations required for the operation of, or in connection with, the Equipment and shall maintain the same in full force until the Equipment is returned;

12.2 maintain effective control of the Equipment and maintain the Equipment in a secure location when not in use and in any event not allow the Equipment to be transferred to any country prohibited at the present time by the Department for Business, Innovation and Skills in the United Kingdom or the Department of Commerce in the United States of America;

12.3 not do or fail to do, any act whereby the Equipment or its use would contravene any statute, rule, regulation, or byelaw or

	any such licence, certificate, permit authorisation for the time being in force pertaining to the possession use, maintenance or safety of the Equipment;		on the Equipment, this will either be carried out by a fully competent Operator on site or (provided that the Customer returns the Equipment at its own expense to the Company) at such a location as the Company may direct.
12.4	not subject the Equipment to any misuse or unfair wear and tear and ensure that the Equipment is operated in a skilful and proper manner and by persons who are competent and trained to operate the same;	13.3	Periods during which the Equipment is being repaired or maintained will not constitute cause for reduction in Rental Payments.
12.5	permit an authorised representative of the Company at all reasonable times to enter upon premises or any vessel where the Equipment is located for the purposes of inspection, maintenance, repair or testing;	14.	Consumables All consumables used will be charged at the Company's standard price as set out in or annexed to the Contract.
12.6	ensure that the Equipment will only be operated by trained and competent persons in accordance with the Company's or Equipment manufacturer's oral or written instructions and where appropriate with valid calibration and/or certification for the duration of the Rental Period;	15.	Provision of Personnel and Personnel with Equipment
12.7	not make any alterations, modifications or technical adjustments or attempt any repairs on the Equipment without the prior written consent of the Company and in the event of authorisation arrange that all necessary repairs are in accordance with the manufacturer's specification including making good any loss or damage to the Equipment due to any occurrence whatsoever (fair wear and tear only excepted);	15.1	Operator Hire Period The Operator hire period starts at 00:00 on the day mobilisation commences and continues until the Operator returns to Company base or home as applicable.
12.8	preserve the Company's (and, if relevant, the owner's and manufacturer's) identification numbers, marks, nameplates and labels present on the Equipment at Delivery;	15.2	Operator Hire Charges Operator day rates shall be the rates stated in the Quotation or Sales Order Acknowledgement and will apply to full or part days during the hire period. Quotations and any other pricing indications in any other correspondence are subject to confirmation in writing in the relevant Sales Order Acknowledgement.
12.9	obtain all prudent insurance cover, including third party liability and cover against loss or damage to the Equipment for its full Replacement Value; furthermore, the Customer shall give the Company immediate written notice of any loss or damage to the Equipment and shall in the event of loss reimburse the Company the Replacement Value in respect thereof within fourteen (14) days of the loss; the Customer shall produce on demand to the Company a copy of the policy or policies;	15.3	Obligations of the Customer Where, as part of the Services, the Company supplies an Operator, the Customer:
12.10	hold on trust for the Company all policy proceeds in or towards satisfaction of the Customer's obligations hereunder;	15.3.1	shall provide all necessary power sources and other support equipment necessary to enable the Equipment to be operated satisfactorily;
12.11	ensure that at the Customer's expense, the Equipment is kept safe and without risk to health;	15.3.2	acknowledges that the work intended to be carried out by the Customer is the sole responsibility of the Customer and the Company shall not be responsible for the quality of the data obtained or work completed;
12.12	ensure that its use of the said Equipment conforms with the terms and conditions laid down in the Health and Safety at Work Act 1974 and, in particular, sections 2(2)(b) and (2)(c) thereof and to any other national and local Health and Safety Regulations which may be applicable, until the Equipment is returned;	15.3.3	shall provide transport from Company's offices to the Customer's worksite (including airfares and other travel costs), reasonable sleeping and living accommodation and food for the Operator;
12.13	immediately notify the Company by telephone and subsequently confirm in writing if the Equipment is involved in any accident resulting in injury to persons or damage to property; the Customer shall not admit liability or compromise any Claim relating to the Equipment without the consent of the Company in writing;	15.3.4	shall provide an appropriate operating environment for the Equipment in accordance with the manufacturer's recommendations.
12.14	not sell, assign, mortgage, pledge, let on hire, sub-hire or rent, part with possession, or otherwise deal with or encumber the Equipment or transfer the benefit of the Rental without specific written consent of the Company and not permit the Equipment to be used by any other party than the Customer and its employees;	15.4	The Company shall have the right to substitute the Operator (and where appropriate, the Equipment) upon giving reasonable notice to the Customer and the Customer shall co-operate with and assist the Company in effecting such substitutions.
12.15	punctually pay all Invoices in accordance with Clause 24 of the Contract; and	15.5	In the event that the proposed work takes more than the period as agreed in writing, the Customer shall pay for the cost of any required replacement of the Operator (in the sole opinion of the Company, having regard to the Company's operational requirements) together with an administration charge of fifteen per cent (15%) of such costs (the " Substitution Costs "). The Substitution Costs shall include airfares and other travel costs to and from the Company's offices together with subsistence and all other reasonable expenses.
12.16	upon expiry of the Rental Period, return the Equipment at the Customer's expense to the Company in good repair and condition.	15.6	The Company shall be responsible for the payment of the salary and all UK social security and other payments and taxes in respect of the Operator whilst engaged in work under the Contract. The Customer agrees to pay all taxes, levies, or duties assessed by any foreign government in respect of the salary and other payments made by the Company to any Operator and the Customer shall indemnify the Company against any such taxes, levies, or duties.
13.	Maintenance	15.7	Where it is agreed between the Parties that an Operator designated by the Company should visit the Customer's site to operate, service or repair the Equipment, the Customer shall be responsible for payment of the Operator hire charges together with all travel costs, subsistence and related expenses.
13.1	The Customer shall notify the Company if any maintenance of the Equipment is required and adhere to instructions received from the Company. The Company will either grant permission for the Customer to undertake maintenance work or require the Equipment to be repaired by the Company or such other person as may be nominated by the Company.	15.8	Insofar as practicable the Operator will service and repair the Equipment on the Customer's site where required. Any servicing or repair of the Equipment requiring return of any vessel to port or return of any Equipment to the Company's premises will be made known as soon as possible to the
13.2	In the event of the Company, or such other person as may be nominated by the Company, carrying out maintenance work		

Customer's designated representative. The costs of returning the Equipment will be borne by the Customer.

- 15.9 Transit time including any delays to and from port or to and from the Company's premises after discovery of a malfunction will not constitute cause for reduction in payments to the Company.
- 15.10 All work undertaken shall be under the direction of the Customer but the actual operation of the Equipment and the manner of performance of work in connection therewith shall be under the direction and control of the Company and its Operator. The Operator shall not be under the direction or control of the Customer, nevertheless, the Operator will co-operate with the Customer's personnel with a view to operating the Equipment in accordance with their reasonable requirements. Employees of the Customer shall not be under the direction and control of the Company or its operators.
- 15.11 The Company and its Operators shall not be involved in, nor be required nor requested to be, nor become involved in, the operation of any vessel or any other equipment other than the Equipment supplied under the Contract for any reason whatsoever.
- 15.12 The Customer shall obtain and pay for all and any permits, licences and other consents and permissions required to enable the Operator to perform the work required by the Customer. In the event that costs for such permits, licences and other consents are incurred by the Company, the Customer shall refund such costs to the Company on demand where evidence of such costs is provided by the Company to the Customer.

Section 3: Common Terms

16. Basis of the Contract

All Quotations and/or Sales Order Acknowledgements and/or the acceptance by the Company of a Purchase Order are on the understanding that the Customer accepts these Terms and Conditions and these shall form the basis of the Contract. The Terms and Conditions shall apply to the exclusion of any documentation or terms and conditions which the Customer may have submitted to the Company with respect to the Services contemplated by these Terms and Conditions including, without limitation, any terms and conditions attached to any Purchase Order delivered to the Company by the Customer (whether before or after the date hereof). No variation of the Terms and Conditions will be accepted except on prior written agreement by an authorised representative of the Company.

17. Independence of Company

The Company (and its Operators) shall act as an independent contractor with respect to the Contract. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, make any party the agent or employee of any other party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18. No Waiver

The failure of the Company to insist upon strict performance of any of the provisions of the Contract shall not be construed as the waiver of any subsequent default of a similar nature.

19. Consumer

Where the Customer deals as a consumer as defined by the Consumer Credit Act 1974 these Terms and Conditions do not and will not affect the Customer's statutory rights.

20. Invalidity

If any provision of these Terms and Conditions or any other documents constituting the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

21. No Warranty

Other than as provided in Clause 29, no warranty is given with respect to any information or Services provided by the

Company save where expressly stated in these Terms and Conditions. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

22. Information

The Customer accepts that any assistance provided by the Company, by way of technical or engineering support and/or the supply of information or Services is advisory only and the Company shall not be liable for any Claims arising from the Customer's use of the same, except as otherwise specifically provided herein.

23. Availability

Even though a price may be listed for the provision of a Service in a Quotation or in any other pricing indications in any other correspondence, the Company does not guarantee that the Service will actually be available.

24. Payment Terms

24.1 All Invoices are net and payable within thirty (30) days of the date stated on the Invoice.

24.2 Subject to Clause 24.3, Invoices will be issued:

24.2.1 in respect of Rental Periods and/or Operator hire exceeding one (1) calendar month, at the end of each calendar month (save for any final invoice in respect of such Rental Periods and/or Operator hire which shall be issued on or after the date of return of the Equipment to the Company and/or date of demobilisation of the Operator); or

24.2.2 in respect of Rental Periods and/or Operator hire of less than one (1) calendar month, on or after the date of return of the Equipment to the Company and/or date of demobilisation of the Operator; or

24.2.3 in respect of Equipment or Repaired Equipment, on Delivery.

24.3 Where the Customer undertakes payment via credit card, Invoices will be issued and charged to the credit card at the end of each week.

24.4 The Company reserves the right to charge a deposit of an amount to be determined by the Company that will be retained by the Company. Any such deposit shall be clearly stated in the body of the relevant Purchase Order. The Customer acknowledges that the Company may deduct all charges from the deposit, with the balance of the deposit, if any, returned to the Customer within twenty one (21) days from the date of the return of the Equipment.

24.5 In respect of payments by the Customer, time shall be of the essence of the Contract.

24.6 Any increase in price which is due to changes in applicable laws shall be borne by the Customer.

24.7 To the extent that payments to be made under the Contract attract Value Added Tax ("VAT"), the Company shall issue to the Customer a proper VAT Invoice, which shall detail separately the proper amount of such VAT payable in accordance with the applicable laws and regulations of England and Wales, irrespective of any details in the Purchase Order which would result in VAT being payable at zero or reduced rate.

To the extent that payments made under the Contract attract VAT at zero or reduced rate it shall be the Customer's responsibility to provide all information required by the Company to satisfy the Company of the amount of VAT chargeable in accordance with such laws and regulations.

25. Parent Company Guarantee and Performance Bond

The Company reserves the right to require the Customer to deliver, at any time and in a form acceptable to the Company, a guarantee from the Customer's holding company or a performance bond issued by a financial institution approved by the Company, in relation to the Customer's obligations under the Contract. The Customer shall use all reasonable

	endeavours to procure that the said guarantee or performance bond is delivered to the Company as soon as possible following a request by the Company and the Company reserves the right to suspend performance of the Contract (without incurring any penalty or liability whatsoever to the Customer or otherwise) until receipt by the Company of the said guarantee or performance bond.		reasonable time of discovery that the Equipment does not comply with the warranty set out in 29.3; and
26.	Prices	29.4.2	the Company is given a reasonable opportunity of examining such Equipment (with any cost incurred in undertaking such examination at the expense of the Customer); and
26.1	All prices, rates, day-rates and other elements of chargeable value are exclusive of Delivery costs, expenses, customs fees, import duties, and any and all taxes, duties or levies of whatever kind (including but not limited to Value Added Tax at the prevailing rate, withholding taxes, sales tax, and excise duties), and the Customer shall be responsible for the payment thereof.	29.4.3	the Customer (if asked to do so by the Company) returns such Equipment at the Customer's own cost to such a location as the Company may direct in order to examine the Equipment,
26.2	The Terms and Conditions, prices, rates, day-rates and other elements of chargeable value are subject to change by the Company on notice being given to Customer.		the Company shall, at its option, repair or replace the defective Equipment.
27.	No Set-Off The Customer shall not be entitled under any circumstances whatsoever to set-off or counter-claim against or deduct, discount or withhold from any sum from time to time due by it to the Company, any sums due by the Company to the Customer and any sums due by the Customer shall be paid by the Customer to the Company without deduction, compensation, set-off or similar whatsoever.	29.5	The Company shall not be liable for failure of the Equipment to comply with the warranty set out in Clause 29.3 if:
28.	Failure to Pay If the Customer fails to make payment of any sum due under the Contract on the due date, the Company shall be entitled but not bound (in addition and without prejudice to all other Claims, rights or remedies which the Company may have against the Customer) to either:	29.5.1	the Customer makes any further use of such Equipment after giving notice in accordance with Clause 29.4.1; or
	(a) withhold performance of its obligations under the Contract, without liability to the Customer, pending such payment; or	29.5.2	the defect arises because the Customer failed to follow the Company's or Equipment manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice; or
	(b) terminate the Contract in accordance with Clause 32.3.1 below.	29.5.3	the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer; or
29.	Warranties and Defects	29.5.4	the Customer alters or repairs such Equipment without the written consent of the Company; or
29.1	Any description, illustration, specification, drawing and material contained in any catalogue, price list, brochures, leaflets and other descriptive matters of the Company represent the general nature of the Equipment described therein, but are indicative only and do not constitute a warranty or otherwise form part of this Contract.	29.5.5	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
29.2	The Customer warrants that the Delivery of the Equipment is conclusive proof that the Equipment has been examined by the Customer and found it to be in good condition and in accordance with the manufacturer's specification and it shall be conclusively presumed that the Equipment has been received in good condition and in every way satisfactory for the Customer's purposes.	29.6	The conditions set out in Clause 29.5 shall apply to any repaired or replacement Equipment supplied by the Company, however, nothing in this Contract shall serve to extend any warranty period beyond the date of expiry of the original Warranty Period.
29.3	The Company warrants that on Delivery and for a period of twelve (12) months from Delivery (the " Warranty Period "), any Equipment sold to the Customer pursuant to these Terms and Conditions shall:	29.7	Where the Company is not the manufacturer of the Equipment, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company. For the avoidance of doubt, the Company will not be responsible for any warranty on any Customer supplied equipment, unless otherwise specifically agreed to in writing.
	29.3.1 conform in all material respects with its description contained in the relevant Quotation and/or Sales Order Acknowledgement and/or Purchase Order and any applicable specification requested by the Customer and agreed to in writing prior to receipt of the applicable Sales Order Acknowledgement by the Customer;	29.8	The Company warrants that it will carry out such services in respect of Repaired Equipment as shall be agreed with the Customer in this Contract with reasonable skill and care and that on Delivery and for a period of three (3) months from Delivery (the " Repaired Equipment Warranty Period "), such services shall:
	29.3.2 be free from material defects in design, material and workmanship;	29.8.1	have been carried out in accordance with the instructions contained in the relevant Quotation and/or Sales Order Acknowledgement and/or Purchase Order; and
	29.3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and	29.8.2	be free from material defects in workmanship.
	29.3.4 be fit for the purposes specified in the Quotation or Sales Order Acknowledgement.	29.9	The warranties given above are limited warranties and are the only warranties made by the Company. The Company does not make, and the Customer hereby expressly waives, so far as is permitted by law, all other warranties and implied terms arising by statute, operation of law or otherwise. The stated express warranties are in lieu of all liabilities or obligations of the Company for damages arising out of or in connection with the Delivery, use or performance of the Equipment or Repaired Equipment.
29.4	Subject to Clause 29.5, if:	29.10	The warranties given above are not offered and shall not be effective in the event any sums due to the Company under this Contract are not fully paid by the Customer.
	29.4.1 the Customer gives notice in writing to the Company during the Warranty Period within a	30.	Limitation of Liability
		30.1	In any event and notwithstanding any other provision of the Contract, the cumulative and maximum aggregate liability of the Company to the Customer for any reason and upon any Claims whatsoever arising out of, related to or connected with the Contract (whether arising from Company's termination,

breach of duty (statutory or otherwise), negligence of any degree or character, breach of contract, or otherwise at law) shall be limited to one hundred per cent (100%) of the amount of the applicable Sales Order Acknowledgement providing that nothing in this Clause 30 shall operate so as to exclude liability for:

- 30.1.1 death or personal injury caused by the Company's negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 30.1.2 fraud or fraudulent misrepresentation; or
- 30.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 as amended by the Sale of Goods Act 1994; or
- 30.1.4 defective products under the Consumer Protection Act 1987; or
- 30.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

30.2 The whole of this Clause 31 shall survive the termination of the Contract for any reason. Customer shall be responsible for, and undertakes to save, defend, indemnify and hold harmless the Company from and against all Claims in the event and to the extent they exceed the maximum aggregate cap of the Company's liability set forth in this Clause 30.

31. Indemnities

31.1 The indemnities provided in this Clause 31 shall be full and primary in all respects.

31.2 All exclusions and indemnities contained in Clauses 4, 15.6, 30.2, 31 (except 32.3(e)(i)) and 34.6 of this Contract together with any indemnities contained within special conditions which may be agreed between the Parties shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) 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.

31.3 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Company Group from and against all Claims in respect of:

(a) loss of or damage to property of Customer Group, including but not limited to the Equipment after Delivery, and/or Client Group, whether owned, hired, leased or otherwise provided by the Customer Group and/or Client Group arising from, relating to or in connection with the Contract;

(b) personal injury, including death or disease, affecting any person who is a member of the Customer Group and/or Client Group arising from relating to or in connection with the Contract,

(c) personal injury including death or disease or loss of or damage to the property of any Third Party arising from, relating to or in connection with the Contract,

(d) loss of or damage to Third Party infrastructure, including but not limited to pipelines, wellheads, production trees, cables etc. arising from, relating to, or in connection with the Contract,

(e) notwithstanding Clause 32.4(a), loss of or damage to the Pressure Vessel to the extent that such loss or damage is caused by (i) the negligence or breach of duty (whether statutory or otherwise) of the Customer Group and/or Client Group, or (ii) the equipment provided by the Customer Group and/or Client Group to be pressure tested being in an unsafe or unfit condition to be subjected to pressure testing within the parameters given in the Customer's and/or Client's instructions.

For the purposes of this Clause 32, "Pressure Vessel" shall mean the Company's pressure vessel located at the Company's Kirbymoorside site in which Services are performed relating to pressure testing of equipment provided by the Customer Group and/or Client Group.

31.4 Except as provided by Clauses 10 and 12.9, the Company shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from and against all Claims in respect of:

(a) loss of or damage to property of Company Group, excluding the Equipment after Delivery, whether owned, hired, leased or otherwise provided by the Company Group arising from, relating to or in connection with the Contract,

(b) personal injury including death or disease to any person who is a member of the Company Group arising from, relating to or in connection with the Contract.

31.5 Except as provided by Clauses 31.4(a) and 31.4(b), and notwithstanding any other provisions of the Contract, Customer shall save, indemnify, defend and hold harmless Company Group from and against any Claims arising from and/or in respect of pollution emanating or originating from any well or reservoir or from the property of the Customer Group and/or Client Group arising from, relating to or in connection with the Contract.

31.6 Notwithstanding any provisions to the contrary elsewhere in the Contract, the Company shall save, indemnify, defend and hold harmless the Customer from the Company Group's own Consequential Damages and the Customer shall save, indemnify, defend and hold harmless the Company Group from the Customer Group's and/or Client Group's own Consequential Damages.

31.7 This Clause shall survive the termination of the Contract for any reason.

32. Termination

32.1 Upon the termination of the Contract, all rights in and to the Equipment (unless such Equipment has been sold to the Customer and has been fully paid for by the Customer) shall automatically revert to the Company. The Company shall have the right to enter any premises to take immediate possession of the Equipment without further notice or demand and the Customer shall immediately inform the Company of the location of the Equipment.

32.2 The Company shall have the right by giving ten (10) days written notice to the Customer to terminate all or any part of the Services or the Contract at such time or times as the Company may consider necessary to suit the convenience of the Company.

32.3 If:

32.3.1 the Customer fails to make any payment due by it to the Company under the Contract on the due date or breaches any other obligation under the Contract; or

32.3.2 the Customer passes a resolution to be wound up or a petition is presented for the winding-up of the Customer or a winding-up order is made in respect of the Customer or a provisional liquidator, interim liquidator or liquidator is appointed to the Customer; or

32.3.3 any steps are taken to put the Customer in administration pursuant to Schedule B1 of the Insolvency Act 1986 or an administrator is appointed to the Customer; or

32.3.4 a judicial factor is appointed to the Customer or a receiver is appointed over all or any part of its assets;

32.3.5 the Customer is sequestrated or grants a trust deed for behoof of its creditors or makes or seeks to make any arrangement or compromise with its creditors generally; or

32.3.6 the Customer is subject to any formal or informal insolvency proceedings under any jurisdiction or anything analogous to any of the matters referred to in Clauses 32.3.2 to 32.3.5 happens in relation to the Customer in any jurisdiction; or

32.3.7 the Customer becomes in the reasonable opinion of the Company unable to pay its debts as they fall due or properly fulfil its obligations under the Contract or ceases or threatens to cease carrying on business,

the Company shall be entitled but not bound to terminate the Contract with immediate effect and without liability to the Customer by giving written notice to that effect to the Customer and such termination shall be in addition to and without prejudice to other Claims, rights and remedies which the Company may have against the Customer in relation to the Contract or for any breach of contract.

32.4 Where the Customer is an individual within the meaning of the Consumer Credit Act 1974 the Contract will terminate at the expiration of three (3) months from the date of execution and the Customer shall be required to return the Equipment.

32.5 Exercise of any right of termination afforded to either party shall not prejudice legal rights or remedies either party may have against the other in respect of any breach of the terms of the Contract and shall not relieve either Party of any liability (including liability for payment) incurred prior to termination, and upon such termination the Customer shall settle such liabilities.

32.6 The Customer's failure to pay on a timely basis is cause for termination by the Company of the Contract.

33. Non-solicitation

33.1 During the term of the Contract and for a period of six (6) months following its expiry or termination (howsoever terminated), the Customer shall not (and shall ensure that no member of the Customer Group or the Client Group shall), without the Company's prior written consent, directly or indirectly solicit, interfere with or endeavour to entice away from the Company (or any Operator or member of the Company Group) or induce or cause a third party to induce any employee of the Company or any Operator or member of the Company Group with whom the Customer (or a member of the Customer Group or the Client Group) has had contact in connection with the Contract to enter into a contract for services or a contract of employment with any member of the Customer Group, the Client Group or any third party.

33.2 Notwithstanding Clause 33.1 (and without limiting any other rights of the Company under the Contract), the Parties agree that if the Customer (or a member of the Customer Group or the Client Group) acts in breach of Clause 33.1, then the Customer shall pay to the Company a fee equal to twenty-five per cent (25%) of the relevant individual's annualised remuneration at the date such individual leaves the employment of the Customer or relevant member of the Customer Group.

34. Intellectual Property

34.1 The Customer shall not have any right of use, other than for the purposes of the Contract, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the Company Group (whether or not owned by the Company Group or a Third Party) in relation to the Contract and the intellectual property rights in such shall remain with the party being the owner of such patent, copyright, proprietary right or confidential know how, trademark or process.

34.2 All patent rights, copyrights, trademarks, design rights, database rights or other intellectual or industrial or proprietary rights of whatever nature (in any part of the world) and all rights to apply for any of the foregoing, in all inventions, designs, drawings, logos, equipment, know-how, data or other materials (of whatever nature) created or generated by or on behalf of the Company whether solely or jointly with the Customer in the course of or otherwise in connection with the performance of the Contract (the "IPR") shall vest in the Company.

34.3 The Customer hereby assigns and, insofar as it is not competent for the Customer currently to assign, hereby undertakes and agrees to assign, any and all such IPR to the Company. The Customer shall promptly do all such things as the Company may require and execute all documentation on such terms as the Company may require in order to enable the Company or its nominee to obtain, defend and enforce such IPR.

34.4 The Customer hereby waives any and all moral rights (and/or equivalent or similar rights the Customer may have in any

jurisdiction insofar as it is competent for the Customer to do so) in the IPR.

34.5 The Customer shall not (and shall procure that its officers, employees and contractors shall not) do or omit to do any act or thing which constitutes an infringement of any patent rights, copyrights, trade marks, design rights or other intellectual, industrial or proprietary rights (in any part of the world) vested in the Company or any such right which is vested in any third party and licensed to the Company.

34.6 The Customer shall save, indemnify, defend and hold harmless the Company Group from any and all Claims for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Customer under the Contract or the use by Company of technical information or materials or equipment supplied by the Customer.

34.7 Notwithstanding Clause 34.1 above, the Customer hereby appoints the Company as the Customer's attorney in the Customer's name and on the Customer's behalf to execute and deliver any instrument or thing and generally to use the Customer's name for the purpose of giving to the Company the full benefit of the provisions of this Clause 34 but for no other purpose whatsoever.

34.8 This Clause shall survive the termination of the Contract for any reason.

35. Force Majeure

35.1 Neither Party shall be liable for any delay or failure to perform its obligations, except for the obligation to make payment of monies when due, under the Contract if such failure or delay is due to Force Majeure.

35.2 If either Party is delayed or fails to perform its obligations under the Contract due to Force Majeure or the results thereof, such Party shall give seven (7) days written notice and details of the Force Majeure in writing to the other Party.

35.3 Following notification of a Force Majeure occurrence in accordance with Clause 35.2, Company and Customer shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

35.4 For the purpose of the Contract, "Force Majeure" shall mean any act, omission, cause or circumstance beyond the control of the Parties and shall include but not be limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.

36. Export Controls

36.1 It is the Customer's responsibility to comply with applicable export control regulations and comply with any restrictions in the Company's export license for Equipment shipped from and to the United Kingdom. The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Company from and against all Claims in connection with any failure by the Customer to comply with applicable export control regulations or the Company's export license arising from, relating to or in connection with the Contract.

36.2 The Customer represents that it is knowledgeable and has expertise regarding all export control laws, regulations, procedures, international sanctions, embargoes and restrictions, prohibited party lists and international shipping practices applicable to the Company or the Contract, including but not limited to the laws of the United Kingdom and the laws of the United States of America ("Export Controls"), and confirms its obligations to the Company to monitor and screen all customers, suppliers, subcontractors and other parties and entities, including banks and vessels, which the Customer interfaces with, selects, or uses in connection with the Contract

for compliance with the requirements of all Export Controls. The Customer shall promptly alert the Company to any violations or suspected violations of Export Controls and shall, subject to Clause 36.1, obtain all necessary licenses, permits, forms and applications required pursuant to Export Controls. The Customer further represents that it is not currently aware of and shall continually monitor any transactions it or its customers, suppliers or subcontractors are involved in for possible violations of Export Controls and shall report any questionable transactions or suspicious circumstances immediately to the Company insofar as they relate to the Contract. The Customer agrees to keep records of its export control related activities for a period of five (5) years and records pertaining to export licenses, re-export licenses, and project licenses for a period of five (5) years from the expiration date of such license. The Customer shall make such records available to the Company upon request for inspection and copying.

37. **Notices**

Any notice required to be given hereunder, shall be given by sending the same:

- 37.1 by first class post to the addresses as first set out in correspondence during account opening or to any subsequent address designated by either party for the purpose of receiving notice pursuant to the Contract, and any notice so sent shall be deemed to have been received three (3) days after the same was mailed; or
- 37.2 by confirmed facsimile which shall be deemed to have been received one (1) day after transmission; or
- 37.3 by e-mail which shall be deemed to have been received one (1) day after sending.

38. **Assignment**

The Customer shall not be entitled to assign its rights and obligations under the Contract (or sub-contract its performance of the Contract) without the prior written consent of the Company. The Company may assign its rights and obligations

under the Contract or sub-contract the performance of its obligations under the Contract.

39.

Confidential Information

The Customer shall not (and shall procure that its Affiliates and its officers, employees and contractors and those of its Affiliates shall not) disclose any information of a confidential or commercially sensitive nature relating to the Company or its subsidiaries or customers of the Company or its subsidiaries or their respective businesses, technology or other affairs to any third party (or any officer or employee or contractor of the Customer except to the extent that such officer or employee or contractor requires knowledge of the same for the proper performance of the Contract) or use any such information for any purpose other than the proper performance of the Contract. The Customer shall, if so required by the Company at any time, promptly return to the Company all copies of any such information which may be in the Customer's or its officers' or employees' or contractors' possession or under their control. This Clause shall not apply to information which is, or becomes through no fault of the Customer, its officers' or employees' or contractors' part of the public domain or to any disclosure which the Customer is required by law to make. This Clause shall survive the termination of the Contract for any reason.

40.

Law

The Contract shall be construed, interpreted, enforced and litigated, and the relations between the Parties determined in accordance with the laws of England and Wales, not including, however, any of its conflicts of law rules which would direct, refer to, or result in the application of the laws of any other jurisdiction and shall be subject to the exclusive jurisdiction of the English Courts. The Parties further agree that the Contract shall not be governed by the United Nations Convention on the International Sale of Goods.