

CAN (OFFSHORE) LIMITED
TERMS AND CONDITIONS OF SALE



These General Terms and Conditions shall apply to any work undertaken by CAN Group (through CAN, ENGTEQ or VENTEQ business streams) unless and until other terms are expressly agreed.

1. DEFINITIONS

"The Company" means CAN (Offshore) Limited.

"The Client" means the company, person, firm or organisation to whom a quotation for work has been submitted by the Company or for whom services are performed by the Company.

"The Work" means the services to be performed together with any goods or equipment to be supplied by the Company to the Client.

"The Client's representative" means the person or persons authorised to act on behalf of the client, and whose instructions, requests and decisions will be binding on the client.

2. SCOPE OF SERVICES

The cost of services to be performed, equipment to be supplied and personnel to be provided by the Company shall be indicated in the schedule of rates or fixed price fee.

3. CHANGES IN THE WORK

Acceptance by the Company of Clients variations to the work shall not prejudice the Company's rights to claim variation in the price where justified.

4. INDEPENDENT CONTRACTOR STATUS

The Company shall perform the work covered by any agreement as an independent contractor and all personnel supplied by the Company shall be or deemed to be employees of the Company.

5. PERMITS AND REGULATIONS

Any quotations submitted by the Company or any contract entered into with the client is on the understanding and basis that where work is carried out in Client's premises, all necessary permits and/or licences will be obtained by and at the expense of the Client and that the work can be lawfully performed in accordance with any relevant statutes and regulations by the method of working proposed or by the method normally used by the Company.

6. AUTHORITY OF CLIENT'S REPRESENTATIVE

The Company will at all times be entitled to act on the instructions of the Client's representative but shall have a right to determine the manner performing the work and shall not be obliged to carry out the work or any part thereof unless satisfied that it is safe to do so.

7. CLIENT'S DRAWINGS, SPECIFICATIONS ETC.

The Client must clearly indicate the specification to which the work is to be performed and is responsible for providing all the plans, drawings, specifications and other necessary documents.

8. MATERIALS, APPLIANCES, ACCOMMODATION, ETC.

Except as mutually agreed otherwise, the Client is responsible for supplying or providing reasonable facilities to the Company's employees on site for safe work, emergency medical facilities and other items specified by the Company. In the case of offshore work the Client is also responsible for providing at no charge to the Company all necessary accommodation, food and essential welfare facilities, and for making available to the

Company facilities for communication between personnel on location and the Company base for matters related to work.

9. SUB-CONTRACTING OF THE WORK

The Company shall have the right to sub-contract all or any part of the work.

10. INVOICING AND PAYMENT

Invoices will be submitted to the Client as soon as possible after completion of work or at the end of each month. Where applicable VAT or other taxes must be paid at the appropriate rate. Invoices must be settled in the currency used when invoicing, within thirty days of the date of invoicing, no deductions or discounts may be made. Interest will be charged at a rate of 2½ % per month.

11. INVOICING CLEARING PROCEDURES

The Client must notify the Company within seven days of dispatch of any errors or queries relating to the Company's invoices.

12. FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations under any contract entered into due to strikes, riots, fires, insurrection, war, actions of the elements, embargoes, failure of the Client's contractors, inability to obtain transport facilities, acts of God or any other cause beyond the control of the Company.

13. "HOLD HARMLESS" AGREEMENT

The Company shall not in any event be liable for the following:

- (a) Any loss or damage howsoever the same may be caused to any premises, vessels or goods being worked at or upon whether pipelines, barges, oil rigs or otherwise, nor for the cost of repairing or replacing the work or any part thereof.
- (b) Any consequential loss howsoever arising and to howsoever caused.
- (c) Any loss or damage to property as a consequence of any defect or unsuitability of the equipment or material used in the work which has not been manufactured by the Company, but the Company will give reasonable assistance to enable the Client to pursue appropriate remedies against the manufacturers such equipment or materials.

14. WORK CONDUCTED ON THE COMPANY'S PREMISES

Work done on the Company's premises or anywhere on behalf of the Client shall be subject to these terms in so far as they can be applied. The Client shall indemnify and hold the Company harmless against all claims that may be made against the Company.

15. CLIENT'S LIABILITY

Notwithstanding anything herein the Client shall be liable for all loss or damage to property belonging to the Company or to other parties and for any personnel injury to or the death of any person caused by the fault of the Client or of his servant or agent.

16. INSURANCE

The Company shall maintain at no cost to its Clients insurance policies fully complying with its statutory requirements as an employer plus adequate liability cover. The existence of such policies shall not prejudice the rights of the Company's insurers to exercise any subrogation rights they may have.

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17. CONFIDENTIAL INFORMATION

The Client agrees, and will procure that all its personnel and other contractors, to keep confidential and not to use, or disclose to any third party, any information or data (technical, operating, commercial or otherwise) derived from the Company in connection with the work and the Company's related business operations, or arising out of or as a result of the performance of the work.

This obligation shall continue in full force and effect during the term of the work and for a period of ten (10) years after completion of the work or the earlier termination of the work; provided, however that any technical or commercial information or operating data which was in the possession of the Client prior to its disclosure to the Client by the Company, or which is or shall lawfully become part of the public domain, or which shall otherwise lawfully become available to the Client from a source independent of the Client, shall not be subject to such restrictions.

The Client shall confine disclosure of such information disclosed under this work solely to personnel who reasonable require to know such information and who, whether they be employees of the Client or a Third Party, prior to any disclosure to them, have been informed of this confidentiality undertaking.

All documents such as drawings, maps, photographs, specifications, standards and all copies thereof, furnished by Company to Client for Client's information and use are Company's property and are not to be used for other work. All drawings, studies, reports, data and similar information prepared by Company in the performance of the work are the property of Company and shall be turned over to Company upon request or completion of the work.

The Client shall not take advantage of any information which it is obliged to treat as confidential hereunder for the purposes of securing financial gain.

18. ENTIRE AGREEMENT

These terms together with the accepted quotation or proposal (and Standard Terms and Conditions specific to Base NDT (AF0411) if applicable) constitute the entire agreement between the parties hereto with respect to the Work, superseding all prior negotiations, representations or agreements relating to the Work either written or oral unless and until alternative terms are expressly agreed in writing by an appropriate authority as appointed by Company Board Directors.

These terms apply to the Work to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms of the Client's attached to any Purchase Order, work tickets or other documentation are hereby rejected by the Company and shall be of no force or effect, unless expressly agreed in writing by an appropriate authority as appointed by Company Board Directors.

19. CONTINUING OBLIGATIONS

Termination of the Work and/or the Client's acceptance of Work, or any part thereof, shall not release the parties from obligations, which expressly or by their nature survive the Work or extend beyond termination and any acceptance of the Work.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

No provisions in these terms shall create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person who is not a party to this contract, i.e. neither Company nor Client.

Third Parties who are not a party to this Contract, but who have benefits conferred on them by it, are entitled by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce those benefits. Otherwise, no term of this Contract will be enforceable by virtue of the Act by any company (legal entity) or person who is not a party to the Contract.

The Work may be rescinded, amended or varied by the Company or Client without notice to or the consent of any Third Party even if, as a result, that Third Party's right to enforce a provision of these terms may be varied or extinguished.

21. COMPLIANCE

Company and Client shall uphold the highest standards of business ethics in the performance of the Work and both parties warrant that they shall have in place, and maintain for the duration of the Work, adequate anti-bribery and corruption policies and procedures of which the other Party in turn warrants it shall comply.

This includes compliance with all applicable laws, statutes, regulations, codes and conventions relating to anti-bribery and anti-corruption including but not limited to (i) those of the jurisdiction of incorporation of any part of the United Kingdom; (ii) those of the principal place of business of the Subcontractor; (iii); the Foreign Corrupt Practices Act of 1977 15 U.S.C. §§ 78dd-1, et seq. (United States of America); (iv) the Bribery Act 2010 (United Kingdom); (v) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries; and (vi) section 54(1) of the Modern Slavery Act 2015, all as may be amended and/or superseded from time to time.

The Company has zero tolerance towards slavery and human trafficking and has defined a set of indicators and controls to combat modern slavery and human trafficking in its organisation and supply chain.

22. PERSONAL DATA PROTECTION

The Client will implement all appropriate security measures to protect Company's Personal Data against accidental, unlawful, or unauthorised (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access).

The Client will protect Company Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Work.

Without limiting any other rights Company may have against the Client, under these terms, the Client shall be responsible for and shall save, indemnify, defend and hold harmless Company, from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities which Company may suffer, sustain, pay or incur arising by reason of any breach by the Client of any of the representations, warranties and obligations under this Clause 22.