

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF LIFEBOAT INSPECTIONS, FIRE RESCUE AND SAFETY INSPECTIONS AND RELATED SERVICES

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms shall have the following meanings:

"Applicable Laws" means all national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law in effect from time to time.

"Change of Control" means that a person who had Controlled any person ceases to do so, or another person acquires Control of such a person.

"Charges" means the Company's rates for the provision of the Services as set out in the Contract, as otherwise notified by the Company to the Customer.

"Commencement Date" has the meaning given to that term in Condition 2.5.

"Company" means the entity identified as the supplier of the Services on the acknowledgement of order and who is a company within the Group of Survitec Group Limited (Registered No. 00905173) whose registered office is at Aviator Industrial Park, Eric Fountain Road, Ellesmere Port, CH65 1AX, United Kingdom;

"Conditions" means these standard terms and conditions for the provision of lifeboat inspections, fire rescue and safety inspections and related services and any special terms and conditions agreed between the Company and the Customer.

"Confidential Information" means the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, processes of production and technology, trade secrets, software or business methods in all cases whether disclosed orally or in writing before or after the date of the Contract, together with any reproductions of such information in any form or medium or any part(s) of such information (and "confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);

"Contract" means any order and acknowledgment of order between the Company

and the Customer for the provision of Services, incorporating these Conditions.

"Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through the ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly.

"Customer" means the person(s), firm or company identified as the customer on the acknowledgement of order who purchases the Services from the Company;

"Equipment" means the FRS Equipment and/or the Lifeboat Equipment as the context so requires.

"Equipment List" means a document specifying what (if any) FRS Equipment and Lifeboat Equipment is installed or present on Customer property.

"Export Controls and Sanctions Laws" means any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licences, orders or requirements including without limitation those of the U.S. and the EU.

"Indemnity Losses" means any claims, demands, suits, proceedings, costs (including reasonable costs, fees and expenses arising from dispute resolution or legal proceedings), expenses, damages, penalties, fines and losses whatsoever.

"Fire Rescue and Safety Inspection" means an inspection of the FRS Equipment as specified in the relevant Contract which the Company shall provide to the relevant Customer.

"Force Majeure Event" means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under the Contract including any, act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction (including any import, export or transit laws and customs processes and procedures) war, revolution, act of terrorism, riot or civil commotion, strikes (except in the work force of the affected Party), lock-outs or other industrial action, default or delays of suppliers or sub-contractors, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services, refusal of the relevant Service Location or its employees, agents or contractors to permit access to the Service Location, failure

of public utilities, epidemic, destruction of production facilities, insurrection, inability to obtain labour, or energy sufficient to meet needs. Performance affected or delayed as a result of Export Control and Sanctions Laws shall not constitute a Force Majeure Event but shall be dealt with in accordance with Condition 15.

"FRS Equipment" means the fire rescue and safety equipment), such equipment to be agreed in advance between the Company and the Customer and set out in writing in either the Equipment List which will form part of the Contract, or, in the Customer's order.

"Group" means in relation to any company, that company and every subsidiary or holding company of that company or a subsidiary or holding company of any such subsidiary or holding company (in each case from time to time) and the terms "subsidiary" and "holding company" shall have the meanings given to them by Section 1159 of the Companies Act 2006.

"Inspection" means a Fire Rescue and Safety Inspection or a Lifeboat Inspection.

"Inspection Chart" means a report issued by the Company after an Inspection of the relevant Equipment specifying the particular Inspection that has been carried out, the actions taken and the actions that may be required in the future. 1.2

"Intellectual Property" means any patent, copyright, right in databases, moral right, right in design, right in software, trademark, service mark or trade name, image right, right in an invention, right relating to passing off, domain name, know-how, utility model, and all similar or equivalent rights in each case whether registered or not including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world.

"Lifeboat Equipment" means the life-saving appliances equipment on-board the Customer property, such equipment to be agreed in advance between the Company and the Customer and set out in writing in either the Equipment List which will form part of the Contract, or, in the Customer's order.

"Lifeboat Inspection" means an inspection of the Lifeboat Equipment which may be undertaken on an annual basis, or a five-yearly basis as further described in the relevant Contract which the Company shall provide to the relevant Customer.

"Personnel" means any person employed or engaged by the Company in providing the Services.

"Repairs and Replacement" shall have the meaning given in Condition 4.2

"Safety Equipment Certificate" means the relevant official safety equipment certificate issued by the relevant third party classification society with respect to the Equipment's adherence to required standards.

"Services" means the Lifeboat Inspection, the Fire Rescue and Safety Inspection, the Repairs and Replacement, and any other services which may be agreed by the Company and set out in the relevant Contract.

"Service Location" means the location where the Company will perform the Services as agreed in writing between the Customer and the Company and set out in the relevant Contract.

"Spares" means those spare parts required for Repairs and Replacement work as described in the relevant Inspection Chart.

"Working Day(s)" means any day (other than a weekend or a bank or public holiday) in the country or region where the Services are being performed when the banks are open for business.

Drafting Conventions

- (a) References to a gender include every gender, reference to persons includes an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity and reference to the singular include the plural and vice versa as the context admits or requires.
- (b) Headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of these Conditions.
- (c) References to a Condition is, unless otherwise provided, reference to a clause of these Conditions.
- (d) References to any statute or statutory provision shall be deemed to include (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the relevant Contract).
- (e) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

2 BASIS OF CONTRACT

- 2.1 Subject to any variation under Condition 2.2, the Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).
- 2.2 Any variation to these Conditions and any representations about the Services shall have no effect unless such variation is expressly agreed in writing by the Company, refers specifically to the Contract and is executed by a duly authorised representative of the Company.
- 2.3 Any quotation or estimate made by the Company (including any quotation or estimate provided in a company catalogue, brochure or website) is given subject to these Conditions. Without prejudice to the Company's right not to accept an order, quotations and/or estimates that are expressly given by the Company to the Customer shall be valid for fourteen (14) calendar days from date of issue.
- 2.4 Each order for Services submitted by the Customer to the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company commences performance of the Services (in whole or in part, or whether by the Company or a third party). Any order shall be accepted entirely at the discretion of the Company, at which point, and on which date the Contract shall come into existence (the "**Commencement Date**").
- 2.6 Not used.
- 2.7 It is the Customer's obligation to ensure that the terms of its order and any applicable design, drawings, specification and any other data (whether or not supplied by the Company or the Customer) in relation to the Services are complete and accurate.
- 2.8 The Company reserves the right without liability to the Customer to make any changes in the specification of the Services which are required to conform with any applicable statutory or EC requirements or which do not materially affect the quality or performance of the Services.
- 2.9 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior written agreement (which may be e-mail). The Company is not bound to agree to any such cancellation and may complete such order even if the Customer purports to cancel it.

- 2.10 If the Company's performance of the Contract is suspended or delayed through the Customer's default (including, without limitation, lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the relevant Equipment), the Company shall be entitled to and the Customer shall immediately make payment in accordance with the Contract for any part of the Services which has already been performed prior to the suspension or delay and for any other additional costs that the Company incurs including storage, insurance and interest as a result of such suspension or delay.

3 DESCRIPTION OF THE SERVICES

- 3.1 The description of and any specification for the Services shall be set out in the Company's acknowledgement of order or, in its absence, any written quotation or estimate expressly sent by the Company to the Customer.
- 3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, details or illustrations contained in the Company's catalogues, brochures or websites are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they will not form part of the Contract unless otherwise agreed in writing by the Company.
- 3.3 The Customer acknowledges that from time to time the Customer may supply the Company with designs, drawings, specifications and other data to enable the Company to perform the Services, and that the Company places particular reliance upon such designs, drawings, specifications and data.
- 3.4 Therefore, in addition to any other remedy available to the Company, the Customer shall indemnify, defend and hold harmless the Company, the members of the Company's Group and their respective directors, officers, employees, sub-contractors and agents in full and on demand (with no duty to mitigate their loss) from and against all Indemnity Losses incurred or suffered by any of them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed were foreseeable at the date of the Contract:
- (a) the performance of the Services by the Company in accordance with the Customer's designs, drawings, specifications or other data or information furnished, or instructions given by the Customer ; and/or
 - (b) any claims that any Intellectual Property or Confidential Information or other exclusive right of any third party has been infringed through the performance of the Services (save to

the extent the same have been supplied in accordance with specifications or designs of the Company).

4 PROVISION OF THE SERVICES

Inspection

4.1 If, pursuant to Condition 2, the Company agrees to provide the Services, the Company shall:

- (a) perform a Lifeboat Inspection and/or Fire Rescue and Safety Inspection;
- (b) issue a new or update the existing Inspection Chart; and

Repairs and Replacement

4.2 If, pursuant to Condition 2, the Company agrees to undertake repairs to, or replace all or part of, the Equipment (or otherwise agrees to perform any additional testing which is not included within the Lifeboat Inspection or the Fire Rescue and Safety Inspection but which is required for certification of the relevant Equipment), the Customer shall place a separate order in accordance with Conditions 4.5 and 4.6 below for the Company to undertake the repairs to or replace the Equipment or the additional testing (as applicable) in accordance with the requirements and recommendations set out in the relevant Inspection Chart hereinafter referred to as the "**Repairs and Replacement**" work.

4.3 Where Spares are required to carry out the Repairs and Replacement work, the Company shall, to the extent it is reasonably feasible to do so, inform the Customer and either:

- (a) ask the Customer to provide the required Spares; or
- (b) request the Customer to place a separate order to purchase the required Spares from the Company, which shall be subject to the Company's terms and conditions of sale for the supply of products and form a separate contract; or
- (c) provide the required Spares itself and invoice the Customer for the cost thereof

Service Locations

4.4 Not Used.

Additional Services

4.5 The Company shall perform any other services as may be agreed between the Customer and the Company (which may be by e-mail) and set out in the relevant Contract.

4.6 Any additional requirements from the Customer in relation to the Services must be specified by the Customer in writing (which may be my e-mail) and set out in its order and are subject to the Company's prior written agreement at all times (which may be by e-mail).

General

4.7 Where the Company is to perform the Services on-board the Customer property or at the Customer's premises, the Customer shall:

- (a) procure safe and unhindered access to the property or premises for all the Personnel to carry out the Services at all relevant times;
- (b) ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;
- (c) ensure the provision of adequate power, lighting, heating and other such facilities or supplies required for the provision of the Services;
- (d) provide adjacent to where the Services are to be provided storage for the materials required for the Services;
- (e) ensure that the site where Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel to comply with any Applicable Laws and as the Company shall reasonably require; and
- (f) be responsible for the Personnel's death or personal injury or damage to or loss of the Company's (and subcontractors and Personnel's) property whilst on-board the Customer's property or on the Customer's premises except to the extent any such death or personal injury results from the negligence of the Company or its subcontractors.

4.8 The Company shall provide all Services using reasonable care and skill.

4.9 The Services will be deemed to be completed:

- (a) when the Company issues a written notice to the Customer confirming such completion; or
- (b) if the Company is available to perform the Services but is prevented from doing so by reason of:
 - (i) the lack of appropriate assistance from the Customer (such as lack of availability of

test components or parts or from the Customer); and/or

- (ii) the condition of the Customer's premises or site at which the Services are to be performed and/or the facilities at or the services available therein,

at the time agreed for the provision of the Services.

- 4.10 Any dates for the performance of the Services are intended to be an estimate only and time for performance shall not be of the essence. If no dates are so specified, performance of the Services shall be within a reasonable time.
- 4.11 In performing the Services, the Company shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Customer.
- 4.12 The Company may sub-contract performance of any of the Services (or part thereof) to any person, firm, corporation or organisation provided that the Company shall remain responsible to the Customer for the performance of such Services in accordance with the terms of the Contract.
- 4.13 The Company reserves the right to amend the scope of the Services as set out in the Contract and described in this Condition 4 if necessary to comply with Applicable Law, or if the amendment will not materially affect the nature or quality of the Services to be performed, and the Company shall notify the Customer (which may be by e-mail) in any such event.

5 PAYMENT TERMS

- 5.1 Unless otherwise agreed and set out in the Contract, the Company may issue an invoice for the Charges on or at any time after performance of the Services.
- 5.2 Unless otherwise agreed in writing (which may be by e-mail) by the Company, the Customer shall pay all invoices in full and cleared funds without any deduction, withholding or set-off within thirty (30) calendar days of the date of the invoice.
- 5.3 The Charges are applicable only for the agreed Service Location and any Charges for Services to be performed outside of these Service Locations are available on request.
- 5.4 The Company shall be entitled to charge the Customer for any expenses reasonably incurred by its Personnel including overtime, waiting time, travelling expenses, hotel costs, subsistence and any associated expenses, and if agreed in advance between the parties (which may be by e-mail), for the cost of services provided by third

parties and required by the Company for the performance of the Services.

- 5.5 All sums payable under each Contract are exclusive of value added tax or any other applicable tax or duty which must be paid in addition at the rate and in the manner prevailing at the relevant tax point.
- 5.6 All payments shall be in the currency set out in the relevant Contract and made by electronic transfer to such bank account as the Company may from time to time notify the Customer with any applicable charges on such payments being at the Customer's expense.
- 5.7 All payments payable by the Customer to the Company under the Contract shall become due immediately on termination of the Contract.
- 5.8 If the Contract is entered into by the Customer as an agent for a principal (disclosed or undisclosed) then the Customer shall be jointly and severally liable with such principal for the payments of all amounts (including the Charges) due to the Company in connection with the performance of the Services.

6 DELAYED PAYMENT

- 6.1 If any sum payable under the Contract is not paid when due then, without prejudice to the Company's other rights under these Conditions, the Customer shall interest of five percent (5%) per annum above the base rate of the Bank of England from time to time on any overdue payment from the due date until payment in full is received by the Company (before as well as after judgment) and the Company shall be entitled to suspend performance of its obligations under the relevant Contract until the outstanding amount has been received by the Company from the Customer.
- 6.2 If any sum is overdue, the Company is entitled to claim and recover full compensation from the Customer for collection of cost and expenses in and out of court and all legal costs and expenses on a full indemnity basis.

7 REMEDIES FOR BREACH

- 7.1 The Company shall provide the Services in accordance with the provisions of the Contract. Subject to Condition 9.14, if the Customer can prove to the Company's reasonable satisfaction that, due to the Company's own act or omission, the Company has failed to perform the Services in accordance with the Contract, then the Company shall at its option remedy such breach:
 - (a) by re-performing the relevant part of the Services free of charge up to the amount of the Charges received by the Company for the provision of such Services (exclusive of any value added tax); or

- (b) by repaying or crediting the Customer that part of the Charges paid by the Customer to the Company relating to the provision of the relevant part of the Services (exclusive of any value added tax).
- 7.2 Subject to Condition 10, the remedies set out in Condition 7.1 shall only apply if the Customer notifies the Company in writing of any default within thirty (30) calendar days after any such default is discovered by the Customer or should have been discovered by the Customer. Following such thirty (30) calendar days period, the Company shall have no liability to re-perform the relevant Services or to provide a refund for the relevant Services but may do so at the Company's sole discretion. Where re-performance or a refund is provided by the Company then, to the extent permitted by law, such re-performance or refund will constitute the Customer's sole and exclusive remedy in relation to such breach.
- 8 RECORDS**
- The Company shall keep records of the Certificate of Inspection covered by the Contract for a period of time as required by local law in each Service Location.
- 9 THE CUSTOMER'S OBLIGATIONS**
- 9.1 The Customer shall be responsible for any loss of or damage to Equipment or for any Services (including Repairs and Replacements) required as a consequence of or arising out of or in connection with:
- (a) any negligence, misuse, mishandling of Equipment;
 - (b) inappropriate storage or transportation of Equipment;
 - (c) someone other than the Company servicing any Equipment;
 - (d) for any defective Spares sourced from another supplier;
 - (e) any breach by the Customer of its obligations in this Condition 9,
- except where such loss or damage occurs to the Equipment when Equipment is in the possession and control of the Company.
- 9.2 If requested by the Company, the Customer shall promptly (and in any event no later than the date the Company is due to commence performing the Services) supply all drawings, technical documents, data and specifications necessary to allow the Company to perform the Services ("Documentation"). Following the receipt of such Documentation from the Customer, the Company may, in its sole discretion, delay the performance of the Services if the Documentation contains requirements that involve additional preparation time (including, by way of an example only, a requirement for additional parts that need to be ordered in advance).
- 9.3 The Customer shall ensure that the relevant Customer property is available at the agreed date for the Services to be carried out.
- 9.4 The Customer shall ensure that all Equipment (in particular lifeboats) is securely supported and stable on the Customer's property prior to the Company carrying out the Services.
- 9.5 Unless otherwise agreed between the parties and where required by the Company (as notified by the Company in writing (which may be by e-mail) before the performance of the Services), the Customer shall (at its sole cost, expense and risk):
- (a) transport the Equipment to and from the land-based location to the Customer property (either offshore or on-board the vessel); and
 - (b) supply all cranes, lifting equipment and personnel required for such transportation.
- 9.6 Unless otherwise agreed in writing (which may be by e-mail) between the parties, the Customer shall be responsible for providing any equipment required for the load test as part of the five-yearly lifeboat inspection.
- 9.7 The Customer shall, at all times, comply with any warnings, instructions or safety rules provided to it by the Company from time to time.
- 9.8 The Customer shall, at all times, comply with and apply best industry practice at all times in relation to the testing, storage, handling and use of all Equipment, including the undertaking of any annual or other inspections that are required to be undertaken by or on behalf of the Customer as per the Company's instructions and/or in accordance with Applicable Law and the Customer shall notify the Company immediately in writing (which may be by email) if any Equipment fails to pass any such Customer inspection.
- 9.9 The Customer shall inform the Company and keep the Company informed of any Applicable Laws in connection with the performance or receipt of the Services.
- 9.10 Unless otherwise agreed in writing (which may be by e-mail) between the parties, the Customer shall (at its sole cost and expense):
- (a) arrange all transfers required in the Service Location area to ensure Personnel are at the relevant Service Location on the agreed date and at the agreed time for the performance of the Services; and
 - (b) arrange, where required, the attendance of the relevant classification society to witness the performance of the Services.
- 9.11 The Customer acknowledges and agrees that the Services provided and supplied under the Contract are, or may be, hazardous to human health and shall:
- (a) shall ensure the safe and correct use of the Equipment and assume all risk and

- liability for the safe and correct use of the Equipment;
- (b) shall familiarise themselves and keep themselves informed with respect to possible hazards to persons or property involved in the handling and use of the Equipment; and
- (c) shall advise their employees, independent contractors and others who handle the Equipment for the Customer and shall take such action as is reasonably necessary to advise others who are foreseeable users of the Equipment, of the suspected or proven hazards of the Equipment and the proper handling of the Equipment.
- 9.12 The Customer agrees that any Inspection and Certificate of Inspection are provided for the benefit of the Customer only and shall procure that such Inspection and Certificate of Inspection is not relied upon by any third party or any member of the Customer's Group.
- 9.13 The Customer will refer its employees, contractors, customers, vessel owners and any technical managers (if applicable) to all instructions and guidelines provided by the Company or the manufacturer and shall ensure that its own contractors, customers, vessel owners and any technical managers (if applicable) will specifically agree with the Customer in writing to comply with the obligations in this Condition 9.
- 9.14 In addition to any other remedy available to the Company, the Customer shall indemnify, defend and hold harmless the Company, the members of its Group and their respective directors, officers, employees, sub-contractors and agents in full and on demand (with no duty to mitigate their loss) from and against all Indemnity Losses made against or incurred or suffered by any of them howsoever arising whether wholly or in part resulting directly or indirectly from any breach of, or failure by, the Customer, the vessel owner or any technical manager (or any of their respective employees, agents and sub-contractors) to comply with the Customer's obligations under Condition 4 or this Condition 9, whether or not such losses or their consequences were foreseeable at the date of the Contract or on the date of the performance of the Services.
- 10 LIABILITY**
- 10.1 This Condition 9.14 sets out the entire liability of the Company arising under or in connection with the Contract.
- 10.2 Nothing in the Contract or these Conditions shall exclude or limit either party's liability to the other for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot legally be limited or excluded.
- 10.3 Subject to Condition 10.2, the Company shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with any Contract:
- (a) in the event that the Services were not carried out prior to the expiry date of the relevant Customer site's Safety Equipment Certificate due to:
- (i) the relevant Customer property not being made available to the Company at the agreed date and time; or
- (ii) the relevant Customer property not being made available to the Company in sufficient time to allow the Company to complete the Services at such agreed date and time and at agreed Service Location;
- (b) for any loss or damage to the Customer property, the FRS Equipment, the Lifeboat Equipment or other property belonging to or in the possession of the Customer or the Customer arising due to:
- (i) incorrect information being provided by the Customer to the Company;
- (ii) incorrect information contained within the Equipment List, previous records of Inspections and/or Certificates of Inspections, Safety Equipment Certificates or other safety certificates, Documentation or other information provided to the Company;
- (iii) any defects within the Equipment which could not have been reasonably discovered by the Company when providing the Services; or
- (c) for any loss or damage to the Customer's property (including the Customer property, the FRS Equipment and the Lifeboat Equipment) or damage suffered by individuals during the transportation of the relevant Equipment to and from the Customer's offshore property or vessel to the land-based location in accordance with Condition 9;
- (d) for any defective Spares installed by or on behalf of the Company as part of the Repairs and Replacement work which

- have not been purchased from the Company;
- (e) for any loss or damage suffered or incurred by the Customer or any third person as a result of:
- (i) any failure to provide the Services in accordance with the Contract unless the Customer notifies the Company in writing of such a claim (with detailed particulars of the circumstance giving rise thereto) within one (1) month of such failure coming to the Customer's notice; or
 - (ii) any failure to provide the Services in accordance with the Contract as a result of any act or omission of the Customer or its employees; or
 - (iii) any failure to provide the Services in accordance with the Contract as a result of the Company's compliance with any instruction or direction given by the Customer if the Company has informed the Customer before it complies therewith that, in its opinion, that instruction or direction will inhibit performance of the Services; or
 - (iv) the absence of any consent required to be obtained by the Customer; or
 - (v) the incompetence of any consultant, professional adviser, contractor or person other than the Company and its Personnel employed by the Customer to provide the Services at the Customer's specific request;
- (f) for any loss of profits, business, contracts, anticipated savings, goodwill or revenue, any wasted expenditure, any loss of market, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- (g) for any indirect or consequential loss or damage howsoever arising, even if the Company was aware of the possibility that such loss or damage might be incurred by the Customer.
- 10.4 Subject to Conditions 10.2 and 10.3 above, the total aggregate liability of the Company in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Contract shall in no event exceed 125% of the Charges paid or payable (had the relevant Contract not been breached) under the Contract.
- 10.5 To the extent permitted by Applicable Law, the Customer will procure that any and all claims to be made against the Company or any member of its Group arising under or in relation to the Contract will be made by the Customer against the Company only and not by any other member of the Customer's Group or by the owner of the relevant offshore property or vessel as applicable or any other third party. For the avoidance of doubt any such claims will be subject to the exclusions and limitations on liability set out in these Conditions.
- 10.6 The Customer acknowledges that the Company has calculated the Charges on the basis that the Company will exclude or limit its liability under the Contract as set out in these Conditions and the Customer agrees and warrants that:
- (a) the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in these Conditions; and
 - (b) the Company shall have no further liability to the Customer.
- 10.7 Unless expressly stated in these 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.
- 11 INDEMNIFICATION**
- 11.1 The Customer:
- (a) acknowledge and agree that the Services provided and supplied under the Contract are, or may be, hazardous to human health;
 - (b) shall ensure the safe and correct use of the FRS Equipment and the Lifeboat Equipment and assume all risk and liability for the safe and correct use of the FRS Equipment and the Lifeboat Equipment;
 - (c) not used;
 - (d) shall familiarise themselves and keep themselves informed with respect to possible hazards to persons or property involved in the handling and use of the FRS Equipment and the Lifeboat Equipment; and
 - (e) shall advise their employees, independent contractors and others

who handle the Equipment for the Customer and shall take such action as is reasonably necessary to advise others who are foreseeable users of the Equipment, of the suspected or proven hazards of the Equipment and the proper handling of the Equipment.

11.2 In addition to any other remedy available to the Company, the Customer shall indemnify, defend and hold harmless the Company, the members of its Group and their respective directors, officers and employees in full and on demand (with no duty to mitigate their loss) from and against all Indemnity Losses incurred or suffered by any of them howsoever arising whether wholly or in part resulting directly or indirectly from any breach by the Customer of its obligations under Conditions 10.5 and/or 11.1 above, whether or not such losses or their consequences were foreseeable at the date of the Contract.

12 INSURANCE POLICIES

12.1 The Company shall maintain in force at its own cost such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract and shall on the reasonable written request (which may be by e-mail) of the Customer from time to time allow the Customer to inspect and/or provide the Customer with copies of certificates of currency in respect thereof.

12.2 The Customer shall have and maintain with insurers of good repute at its own cost throughout the term of the Contract and for a period of six years following termination public liability insurance for a minimum of £5,000,000 (five million pounds) for each occurrence and shall on the reasonable written request of the Company from time to time allow the Company to inspect and/or provide the Company with copies of the full policy document for such policies and, on the renewal of each policy, the Customer shall send a copy of the premium receipt to the Company when requested to do so on reasonable notice in writing (which may be by e-mail) by the Company.

13 SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS

13.1 The Customer shall not be entitled to assign, charge, subcontract, transfer or otherwise dispose of all or any of its rights and responsibilities under the Contract or any part of either of them without the prior written consent of the Company.

13.2 The Company may assign, charge, subcontract or transfer any or all of its rights and obligations under the Contract or any part of either of them to any person.

13.3 No person who is not a party to the the Contract (including any employee, officer, agent, representative or sub-contractor of either party to the Contract) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provisions of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Company and the Customer which agreement must refer to this Condition 13.3.

14 EXPORT TERMS

14.1 The Company shall comply with all Export Control and Sanctions Laws that are applicable to the Company in the performance of the Contract and shall not do anything to cause the Customer to be in breach of Export Control and Sanctions Laws.

14.2 The Customer shall comply with all Export Control and Sanctions Laws that are applicable to them in the performance of the Contract and shall not do anything to cause the Company to be in breach of Export Control and Sanctions Laws. The Customer shall also be solely responsible for complying with any legislation or regulations governing the Customer's obligations in these Conditions, and the Contract so as to enable the Company to perform the Services as well as any legislation or regulations which relate to the performance of the Services.

14.3 The Customer shall provide to the Company upon request information regarding the property where Services are to be carried out, operators or managers and/or the Customer property and such other information as the Company may require so as to ensure its compliance with Export Control and Sanctions Laws.

14.4 The Customer shall immediately notify the Company in writing (which may be by e-mail), in the event that the Customer or the relevant property owners, operators or managers or any person having ownership or Control of any of them, is designated a sanctioned person pursuant to any Export Control and Sanctions Laws.

14.5 The Customer will procure that all property owners as well as operators and managers also comply with the obligations set out in this Condition 14.

14.6 The Customer shall indemnify and hold harmless the Company from and against any and all Indemnity Losses arising from the Customer breach of Conditions 14.2 to 14.5 inclusive.

14.7 If the Company, in its sole discretion, determines that performance of any obligation under the Contract (in full or in part) may be in violation of Export Control and Sanctions Laws (including as a result of a delay in or refusal of any export licence or as a result of a delay in or refusal of

any export licence or as a result of Customer, property owners, managers or operators or a person having ownership or Control of any of them being designed as a sanctioned person, or which might otherwise give rise to a violation of Export Control and Sanctions Laws), then the Company may at its option and without being liable for any damages or costs of any kind, either:

- (a) suspend performance of its obligations under the Contract for as long as the restrictions or designations remain in place; or
- (b) immediately or at any time following a suspension pursuant to Condition 14.7(a) decide to terminate the Contract with immediate effect.

15 FORCE MAJEURE

15.1 A party shall not be in breach of the Contract nor liable for any failure or delay in performance of any obligations (except as to payment) under the Contract (and the date for performance of the obligations affected will be extended accordingly) as a result of a Force Majeure Event, provided that such party complies with the obligations set out in this Condition 15. Save as provided in Condition 15, a Force Majeure Event will not entitle either party to terminate the Contract.

15.2 The party affected by Force Majeure Event shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure Event continues.

15.3 The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under the Contract.

15.4 If the Force Majeure Event continues for longer than ninety (90) calendar days, then either party to the Contract may, whilst the Force Majeure Event continues, immediately terminate the Contract by notice in writing to the other party.

16 TERMINATION

16.1 Either party may immediately terminate the Contract by giving notice in writing to the other party if:

- (a) the other party commits a material breach of any of its obligations under the Contract which is incapable of remedy;

(b) the other party commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after twenty-eight (28) calendar days of having been required in writing to remedy or desist;

(c) the other party:

(i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(ii) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);

(iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;

(iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;

(v) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;

(vi) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;

(vii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within seven (7) calendar days of it being levied;

- (viii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition 16.1(c); and/or
- (d) the other party ceases to carry on all or a substantial part of its business.

16.2 The Company may immediately terminate all or part of the Contract by giving notice in writing to the Customer if the Customer has undergone a Change of Control.

17 CONSEQUENCES OF TERMINATION

17.1 The termination of the Contract will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

17.2 Notwithstanding any cancellation or termination in accordance with Conditions 16.1 or 16.2, the Company shall be entitled to submit invoices and the Customer shall pay the Company for all Charges and other amounts payable pursuant to the Contract, up to and including the date of suspension, cancellation or termination.

17.3 On expiry or termination of the Contract (for any reason whatsoever):

- (a) the Customer shall (at its sole cost, expense and risk) be responsible for arranging the return of, and shall return, the FRS Equipment and the Lifeboat Equipment (as applicable) to the relevant Customer property;
- (b) subject to Condition 17.3(c) each of the parties shall immediately return to the other party (or, if the other party so requests by notice in writing, destroy) all of the other party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information, and shall make no further use of such Confidential Information;
- (c) if a party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Condition 17.3(b), it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain; and
- (d) any provision that expressly or by implication is intended to come into or

continue in force on or after termination shall remain in full force and effect.

18 NOTICES

18.1 Unless specified otherwise in these Conditions, all notices between the parties sent under the Contract must be in writing and delivered by hand or sent by pre-paid first class post or prepaid international air postal service:

- (a) in the case of notices to the Company: to the Head of Contracting at the registered office address stated in the relevant Contract) or such other address as shall be notified to the Customer by the Company in writing in accordance with this Condition 18; or
- (b) in the case of notices to the Customer: to the registered office address stated in the Contract or such other address as shall be notified to the Company by the Customer in writing in accordance with this Condition 18.

18.2 Where these Conditions permit notices to the Company (or the Company's agreement) to be by e-mail, such notices shall be sent to the Company at contractnotification@survitecgroup.com or such other e-mail address as the Company shall notify to the Customer from time to time by e-mail. Where the Conditions permits the Company giving notice to the Customer by e-mail this may be sent from the e-mail account of any authorised person and shall be sent to the Customer at the email address stated in the Contract or such other e-mail address as the Customer may notify the Company from time to time.

18.3 Notices shall be deemed to have been received:

- (a) if sent by pre-paid first class post domestic delivery service, two (2) Working Days after posting;
- (b) if sent by pre-paid international air postal service, five (5) Working Days after posting;
- (c) if delivered by hand, on the day of delivery provided delivery is between 9.00am and 5.00pm on a Working Day and in all other circumstances the first Working Day after delivery; and
- (d) where permitted by e-mail, at the time the e mail is sent, provided this is between 9.00am and 5.00pm on a Working Day and in all other circumstances at 9.00am on the first Working Day after the e mail is sent.

18.4 To prove service of any notice delivered by:

(a) hand or sent by prepaid first class post or prepaid international air postal service it shall be sufficient to show that the same was properly addressed and delivered in the manner set out in this Condition 18;

(b) e-mail it shall be sufficient to show that the same was despatched in a legible and complete form to the correct e-mail address without any error message.

19 COMPLIANCE

19.1 Anti-Bribery

Each party shall:

(a) comply with all applicable laws, relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under such Acts set out in Condition 19.1(a) or any other applicable anti-corruption legislation; and

(c) have, maintain in place and enforce, throughout the term of the Agreement, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with any anti-bribery legislation.

19.2 Modern Slavery

Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

19.3 Tax

The parties represent and warrant that they shall comply with all applicable taxation laws and shall not commit an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by itself or any other person.

19.4 Either party may terminate the Agreement immediately upon written notice to the other party where it determines in good faith that the other party has breached this Condition 19, and each party shall indemnify the other party from all damages, penalties, fines and/or costs of any

kind arising from, or relating to, any breach of this Condition 19.

20 CONFIDENTIALITY

20.1 Subject to Condition 20.2, the Company and the Customer agree to keep all Confidential Information confidential, not to use it for any purpose (other than in the context of the Services) and not to disclose it without the prior written consent of the other party to any third party, unless:

(a) the information was public knowledge at the time of the disclosure;

(b) the information becomes public knowledge other than by breach of the confidentiality requirements set out in these Conditions;

(c) the information subsequently comes lawfully into its possession from a third party; or

(d) such disclosure is required pursuant to any mandatory laws or regulations to which the disclosing Party is subject.

20.2 Each party shall be entitled to disclose Confidential Information to its directors, shareholders, officers, employees, advisers and consultants having a need to know the same. The Company may disclose the Confidential Information to potential assignees or transferees and may disclose Confidential Information for the purposes of performing the Services (including disclosing information to any sub-contractors or representatives of the Company).

20.3 Neither the Company nor the Customer shall make any announcement, statement or press release concerning these Conditions or the Contract without the prior written consent of the other party.

21 GENERAL

21.1 Any Intellectual Property created by the Company in the course of the performance of the Contract or otherwise in the provision of the Services shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the Intellectual Property of the Company.

21.2 The Contract is entered into in the English language and all amendments to the Contract, all correspondence concerning or relating to the Contract and all notices given and all documentation to be delivered by either party to the other under the Contract or these Conditions shall be in writing in the English language or shall be accompanied by an English translation prepared by such person or body as the Company shall have approved in advance.

- 21.3 Nothing in the Contract shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 21.4 The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 21.5 If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 21.6 The Contract sets out the entire agreement and understanding between the Company and the Customer in relation to their subject matter and supersede and replace any prior arrangements, understanding, written or oral agreements between the Company and the Customer in relation to such subject matter. The parties acknowledge that the Contract have not been entered into wholly or partly in reliance upon, nor has a party been given, any warranty, statement, promise or representation by the other party or on its behalf other than as expressly stated in the Contract and neither the Customer nor the Company shall have any liability to the other party for any pre-contractual statement or representation that is deemed to be a misrepresentation of the terms of the Contract. Nothing in this Condition 21.6 will exclude any liability in respect of misrepresentations made fraudulently.
- 21.7 Save as expressly provided in these Conditions, no amendment or variation to the Contract shall be effective unless it is in writing, specifically refers to the Contract and is signed by a duly authorised representative of each of the parties.
- 21.8 The Customer shall comply at all times with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (or analogous legislation in other jurisdictions) and shall ensure that it has all appropriate rights and consents to pass personal data to the Company for the Company to process in accordance with the terms of the Contract.
- 21.9 The express provisions of the Contract are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including but not limited to implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by the Company to the maximum extent permitted by mandatory law.
- 21.10 The Company may use and display the Customer's name, logo, trademarks, and service marks on the Company's website and in the Company's marketing materials in connection with identifying the Customer as a customer of the Company. Upon the Customer's written request, the Company will promptly remove any such marks from the Company's website and, to the extent commercially feasible, the Company's marketing materials. If the Company requests, the Customer may agree to participate in a case study, press release and/or speak at a future Company event.
- ## 22 LAW AND JURISDICTION
- 22.1 The Contract and any issues, disputes or claims arising out of or in connection with any of them (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by and be construed in accordance with English law.
- 22.2 All disputes or claims arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Such arbitration shall take place in the English language in London, UK. The seat of arbitration shall be in England.

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