

**TENDEKA B.V.
GENERAL CONDITIONS OF PURCHASE**

1. DEFINITIONS

- 1.1. "AFFILIATE" (in respect of the PURCHASER) shall mean (i) Tendeka BV and (ii) any company (other than PURCHASER), which is from time to time directly or indirectly controlled by Tendeka BV for this purpose:-
 (1) A company is directly controlled by another company or companies if that latter company owns or those latter companies together own fifty per cent or more of the voting rights attached to the issued share capital of the first mentioned company; and
 (2) A company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series
 (b) Any company which is managed or operated by a company as defined in (a) above and/or has a service agreement with the PURCHASER and or another company as defined under (a) above pursuant to which it pays on a cost sharing or recovery basis a proportion of certain of the research and or technology development costs of the PURCHASER or such other company.
 "AFFILIATE" (in -respect of any company other than the PURCHASER) shall mean any subsidiary or holding company of the company or any other subsidiary of any such holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the same meaning assigned to it under Section 1159 of The Companies Act 2006.
- 1.2 "CO-VENTURER" means any other entity with whom the PURCHASER is or may be from time to time party to a joint operating agreement or utilisation agreement or such other similar agreement for the exploration for and or production of and/or processing of hydrocarbons and associated commercial and construction operations, and their successors in interest.
- 1.3 "GOODS" means the materials or equipment and any part or component thereof incorporated or to be incorporated therein, to be purchased as specified in the PURCHASE ORDER.
- 1.4 "INSPECTION" means inspection by or on behalf of PURCHASER, either by its own personnel or its nominees.
- 1.5 "INSPECTOR" means the inspector appointed by PURCHASER.
- 1.6 "PURCHASER" means the company or other entity, identified on the PURCHASE ORDER as the purchaser of the GOODS.
- 1.7 "PURCHASER GROUP" means the PURCHASER, its CO-VENTURERS, its and their respective AFFILIATES and its and their respective officers and employees (including agency personnel), but shall not include any member of the SELLER GROUP
- 1.8 "PURCHASE ORDER" means the contract document issued by the PURCHASER to the SELLER containing details of the SELLER'S fixed commercial proposal, referencing all pertinent associated papers and documents, and incorporating the Conditions more particularly referred to in 2.1, as applicable
- 1.9 "SELLER" means the person, company or other entity identified on the PURCHASE ORDER as the seller of the GOODS.
- 1.10 "SELLER GROUP" means the SELLER, its SUB SUPPLIERS, its and their respective AFFILIATES and its and their respective officers and employees (including agency personnel), but shall not include any member of the PURCHASER GROUP
- 1.11 "SUB SUPPLIER" means the person, company or other entity (other than PURCHASER) having a contract with SELLER for the supply of the GOODS, or a part of the GOODS.

2. APPLICABILITY

- 2.1 The PURCHASE ORDER shall be solely governed by these GENERAL CONDITIONS OF PURCHASE and, if declared applicable in the PURCHASE ORDER, the SUPPLEMENTAL CONDITIONS OF PURCHASE and any other terms and conditions as specified in the PURCHASE ORDER, hereinafter referred as "SPECIFIC CONDITIONS", which are deemed to form an integral part of the PURCHASE ORDER. In the event of any contradictions or conflict between the applicable terms and conditions the order of precedence shall be as follows:
 (1) SPECIFIC CONDITIONS
 (2) GENERAL CONDITIONS OF PURCHASE
 (3) SUPPLEMENTAL CONDITIONS OF PURCHASE
- 2.2 Standard terms and conditions of the SELLER or any other terms and conditions specified by the SELLER shall not apply to the PURCHASE ORDER (notwithstanding if the SELLER'S terms and conditions are provided later than the CONDITIONS referred to above), unless expressly accepted in writing by PURCHASER. Reference to the SELLER'S documents shall have no bearing on the terms and conditions of the PURCHASE ORDER, unless specifically agreed to in writing by PURCHASER. All correspondence and documents shall be in the English language.
- 2.3 The SELLER shall be deemed to have satisfied itself, before entering into its obligations under the PURCHASE ORDER, as to the extent and nature of the work and the correctness and accuracy of all documents and technical information provided by the PURCHASER and all other matters which could affect the performance of the PURCHASE ORDER.

- 2.4 A waiver on the part of the PURCHASER or the SELLER of any term, provision or condition of the PURCHASE ORDER shall not constitute a precedent or bind the other party to grant a waiver of or be deemed to waive any subsequent breach of the same or any other term or condition.
- 2.5 No failure on the part of the PURCHASER or SELLER at any time to enforce or require strict adherence to and performance of any of the terms and conditions of the PURCHASE ORDER shall constitute a waiver of such terms and conditions and/or affect or impair any of the rights of such party at any time to avail itself of such remedies as it may have under the PURCHASE ORDER for each and every breach thereof. The terms and conditions of the PURCHASE ORDER are without prejudice to the PURCHASER'S or SELLER'S rights and remedies at law or otherwise.
- 3. DELIVERY**
- 3.1 The SELLER shall deliver the goods on the date stipulated in the PURCHASE ORDER for the delivery of the GOODS. SELLER agrees that it will use diligent efforts to perform in a timely and diligent manner. Without prejudice to the SELLER's obligation to deliver the GOODS on the delivery date specified in the PURCHASE ORDER, the SELLER shall give the PURCHASER or its authorised representative, notice in writing, immediately if any delay is foreseen.
- 3.2 Delivery terms shall be in accordance with the latest edition of "Incoterms" issued by the International Chamber of Commerce in Paris, France. In the event of any conflict with these and any of the terms and conditions of the PURCHASE ORDER the latter shall take precedence.
- 3.3 Delivery of the GOODS will only be accepted if accompanied by a copy of the PURCHASE ORDER plus all other deliverables as specified in the PURCHASE ORDER.
- 3.4 Partial item deliveries are not acceptable unless agreed in writing with the PURCHASER and such acceptance by PURCHASER shall not discharge the SELLER'S obligation to deliver the GOODS on time.
- 4. ENTIRE AGREEMENT**
 The PURCHASE ORDER constitutes the entire agreement between the parties hereto with respect to the GOODS and supersedes all prior negotiations, representations or agreements related to the PURCHASE ORDER, either written or oral.
- 5. PAYMENT**
- 5.1 Except where the SELLER has failed to perform its obligations under the PURCHASE ORDER or where the SELLER'S invoice contains a material error, the PURCHASER will pay for the GOODS against the SELLER'S invoice in the amounts specified in the PURCHASE ORDER within 45 days of receipt of the SELLER'S invoice, the receipt not being earlier than the delivery of the GOODS. Invoices will only be accepted if accompanied by a copy of the PURCHASE ORDER and any variations which may have been issued by PURCHASER.
- 5.2 To the extent that payments to be made under the PURCHASE ORDER attract Value Added Tax, the proper amount of such tax shall be shown as a separate item on the invoice.
- 6. TAXES**
- 6.1 All charges, taxes, levies, duties and penalties of whatever nature and charged to or levied or imposed on the SELLER by any appropriate government authority whether of the PURCHASERS country or otherwise in connection with the performance of the PURCHASE ORDER by the SELLER, or any work in connection therewith, shall be for the account of and be borne by the SELLER. The SELLER shall indemnify the PURCHASER against all such charges, taxes, levies, duties and penalties of whatever nature and charged to or levied or imposed on the PURCHASER which, in accordance with this article, are for the SELLER'S account.
- 6.2 It shall be the SELLER'S responsibility to investigate and establish its liability for all such charges, taxes, levies, charges duties and penalties, which may be applicable to or be levied in connection with the performance of the PURCHASE ORDER or any work in connection therewith.
- 7. WARRANTY AND DEFECTS CORRECTION**
- 7.1 The SELLER warrants and represents that the GOODS shall be new, of good quality and workmanship, free from errors or defects and shall be fit for the purpose for which the GOODS are generally intended and/or for which the PURCHASER has informed the SELLER, or the SELLER has represented they are intended. The GOODS shall comply in all respects with the specifications given in the PURCHASE ORDER and with any sample provided to the PURCHASER, and if the GOODS are sold by description they shall comply with that description.
- 7.2 If there is any failure to meet the warranty set out at article 7.1, (other than arising from fair wear or tear or disregard of the SELLER'S written operating instructions) which a) appears within eighteen (18) months from the date of delivery, or within twelve (12) months after the GOODS have been put into commercial operation following satisfactory completion of the commissioning and testing programme, if any, whichever occurs first, ("Warranty Period") or b) results from a cause reported to or discussed with the SELLER during the period described in clause (a) without prejudice to the PURCHASER'S right to reject the GOODS and/or terminate the PURCHASE ORDER, the SELLER shall, on written notification from the PURCHASER of any defect that appears during the Warranty Period, forthwith repair or rectify any of the GOODS (or any replacement) which are defective to the satisfaction of the PURCHASER at the SELLER'S own expense. Such repair or rectification shall include

but not be limited to replacement of any part or the whole of the GOODS at the SELLER'S sole cost or, if agreeable to the PURCHASER an appropriate reduction in the price of the GOODS. The Warranty Period set out above shall be extended by any period equal to the period, which the GOODS have been out of operation or putting them into operation has been delayed as a result of a failure to which the warranty applied. In the event that GOODS are so replaced under warranty this article 7 will apply to such replaced goods.

8. QUALITY OF GOODS

- 8.1 The SELLER is solely responsible for assuring that the GOODS comply in all respects with the PURCHASE ORDER and are of good quality and workmanship, and for this purpose the SELLER shall adopt adequate procedures to ensure proper quality assurance. Notwithstanding the SELLER'S sole responsibility, the SELLER shall, if requested, submit its quality control plan, incorporating PURCHASE ORDER quality requirements, to the PURCHASER for review.
- 8.2 The SELLER shall exercise full and adequate control, which includes the inspection and testing of the GOODS during manufacture, construction or assembly.
- 8.3 In addition to the quality control of the SELLER, the PURCHASER may specify in the PURCHASE ORDER whether the GOODS are also subject to INSPECTION. The result of such INSPECTION shall not relieve the SELLER of any obligations or liabilities under the PURCHASE ORDER.

9. INDEMNITY ARRANGEMENTS

- 9.1 The SELLER shall be responsible for and shall save, indemnify, defend and hold harmless the PURCHASER GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- (a) Loss of or damage to property of the SELLER GROUP whether owned, hired, leased or otherwise provided by the SELLER GROUP arising from or relating to the performance of the PURCHASE ORDER; and
 - (b) Personal injury including death or disease to any person employed by the SELLER GROUP arising from or relating to the performance of the PURCHASE ORDER; and
 - (c) Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SELLER GROUP arising from or relating to the performance of the PURCHASE ORDER. For the purposes of this clause "third party" shall mean any party, which is not a member of the PURCHASER GROUP or the SELLER GROUP.
- 9.2 The PURCHASER shall be responsible for and shall save, indemnify, defend and hold harmless the SELLER GROUP from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of.
- (a) loss of or damage to property of the PURCHASER GROUP arising from or related to the performance of the PURCHASE ORDER located at the worksite, excluding the GOODS prior to delivery; and
 - (b) Personal injury including death or disease to any person employed by the PURCHASER GROUP arising from or relating to the performance of the PURCHASE ORDER; and (c) Personal injury including death or disease or loss or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the PURCHASER GROUP arising from or relating to the performance of the PURCHASE ORDER. For the purposes of this Clause "third party" shall mean any party, which is not a member of the SELLER GROUP or the PURCHASER GROUP.
- 9.3 All exclusions and indemnities given under this article shall (save for those under articles 9.1(c), 9.2(c) and article 9.4) 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 court, under contract or otherwise at law.
- 9.4 For the purposes of this article the expression "Consequential Loss" shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit. The cost in connection with detection of defects, inspection, removal, transport, repair, replacement, reinstallation and retesting of the GOODS, together with the cost of delay to work of other contractors, consultancies gathered and cleaning up costs shall not be deemed indirect or consequential loss or damage.
- 9.5 Except to the extent of any agreed liquidated damages or any termination fees provided for in the PURCHASE ORDER, the PURCHASER GROUP shall save, indemnify, defend and hold harmless the SELLER GROUP from the PURCHASER'S GROUP own Consequential Loss and the SELLER GROUP shall save, indemnify, defend and hold harmless the PURCHASER GROUP from the SELLER'S GROUP own Consequential Loss.
- ## 10. INSURANCE BY SELLER
- 10.1 The SELLER shall maintain levels of insurance customary for its industry as respects its performance of services under the PURCHASE ORDER and at law and ensure that the policies of insurance remain in full force and effect throughout the life of the PURCHASE ORDER. All such policies of insurance shall be placed with reputable and substantial insurers.

- 10.2 The SELLER shall supply the PURCHASER with evidence of such current policies of insurance on demand.
- 10.3 The SELLER shall ensure that SUB SUPPLIERS are insured to appropriate level as may be relevant to their work in connection with the PURCHASE ORDER.

11. INSPECTION/EXPEDITING

The SELLER shall ensure that the PURCHASER or its nominee has the opportunity to inspect the GOODS at any time during or after the manufacture, the construction or assembly thereof and to check on progress of the work under the PURCHASE ORDER, either at the SELLER'S or its SUB SUPPLIER'S works or wherever else the GOODS may be or work is carried out. Such INSPECTION shall not relieve the SELLER of any of its obligations or liabilities under the PURCHASE ORDER.

12. VARIATIONS

The PURCHASER reserves the right at any time to make variations to the PURCHASE ORDER. The SELLER shall only act upon such variations, which have been communicated by the PURCHASER'S nominated representative. If such variations cause an increase or decrease in the purchase price or an alteration in the date of delivery, the SELLER shall so advise the PURCHASER and shall give an estimate of the purchase price and/or date of delivery adjustment. Any claim by the SELLER for adjustment of the purchase price or date of delivery shall be intimated in writing to the PURCHASER within a period of twenty (20) calendar days from the date on which such variation was advised or could reasonably have been identified by the SELLER. Notwithstanding the foregoing, the PURCHASER shall not be under any obligation to accept any claim so intimated in writing and within the said period.

13. TITLE AND RISK

Unless otherwise indicated in the PURCHASE ORDER, title and risk in the GOODS shall pass to PURCHASER upon delivery of the GOODS in accordance with the PURCHASE ORDER.

14. PATENTS, AND OTHER PROPRIETARY RIGHTS

- 14.1 The SELLER shall save, defend, and hold harmless the PURCHASER from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature 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 SELLER under the performance of the PURCHASE ORDER.
- 14.2 The SELLER shall use its reasonable endeavours to identify any infringement in the job specification of any patent or proprietary or protected right, and should the SELLER become aware of any such infringement or possible infringement then the SELLER shall inform the PURCHASER immediately.
- 14.3 Unless otherwise agreed, title to all designs, drawings, specifications, calculations and other technical information relating to the GOODS provided or specifically prepared by the SELLER or its SUB SUPPLIERS under the PURCHASE ORDER shall vest in the PURCHASER. Furthermore, the PURCHASER shall be entitled to use the SELLER'S or its SUB SUPPLIER'S drawings, specifications, calculations and other documents for the purpose of use, operation, maintenance, replacement (by other GOODS) and repair of the GOODS for the lifetime of same.
- ## 15. FORCE MAJEURE
- Neither the SELLER nor the PURCHASER shall be liable for any failure to fulfil any term or condition of the PURCHASE ORDER if fulfillment has been delayed, interfered with or prevented by my event which is beyond the control of the party concerned, and was not reasonably foreseeable, provided however, that the respective party is not already in default of those obligations under the PURCHASE ORDER of which the performance is being delayed, interfered with or prevented. In the event of a force majeure occurrence, the party whose performance of the PURCHASE ORDER is affected shall notify the other party as soon as is reasonably practicable, giving the full relevant particulars and shall use its best efforts to remedy the situation immediately. Either party may terminate the PURCHASE ORDER if the event of force Majeure subsists for a continuous period of more than three months. Labour disputes, strikes and industrial disputes of a non-national or regional level affecting employees of the effected party, its SUB-SUPPLIERS shall not be construed as an occurrence of force majeure.
- ## 16. LICENCES AND PERMITS
- The SELLER shall obtain all licences, permits, temporary permits, authorisations or consents, which are required by the country of PURCHASER and any other country for performance of the PURCHASE ORDER and the sale of the GOODS shall be conditional upon such licences permits, temporary permits, authorisations or consents being available timely, except to the extent that same can only legally be obtained by the PURCHASER
- ## 17. CONFIDENTIALITY/PUBLICITY
- The SELLER shall not disclose by way of press release or otherwise, to any third party the PURCHASE ORDER and any information from the PURCHASER, without the prior written consent to such disclosure of the PURCHASER, except insofar and to the extent as is necessary for the information to SUB SUPPLIERS, or the obtaining of any necessary licences, permits or consents. Before disclosing information to PURCHASER-permitted third parties the SELLER shall obtain confidentiality undertakings from such permitted third parties, which are

not less stringent than the confidentiality obligations imposed on the SELLER under this article 17.

18. TERMINATION

18.1 In the event of the SELLER'S or its SUB SUPPLIER'S non-compliance with the terms and conditions of the PURCHASE ORDER or in the event that the SELLER has ceased to pay its debts when they become due or has filed a request for suspension of its payments prior to completion of delivery of all the GOODS in accordance with the PURCHASE ORDER, the PURCHASER shall have the right to terminate the PURCHASE ORDER forthwith and for claim damages and to have the GOODS or any part thereof returned to the SELLER and the ownership therein re-transferred to the SELLER.

18.2 The PURCHASER may at any time and at its absolute discretion by written notice to the SELLER terminate forthwith the PURCHASE ORDER. In the event of such termination the SELLER shall accept, in full and final settlement of all claims under the PURCHASE ORDER and at law, such a sum as shall reasonably compensate the SELLER for all work performed or costs reasonably and necessarily incurred and obligations assumed by it and its SUB SUPPLIER, in performance of the PURCHASE ORDER prior to the date of termination and for all work reasonably performed by giving effect to such termination. If any of the GOODS have been paid for, prior to termination or upon settlement of claims under the PURCHASE ORDER, the PURCHASER may at its option take possession of the GOODS or cause title therein to be re-transferred to the SELLER and notify the SELLER to collect the GOODS as may be reasonably instructed by the PURCHASER. In the latter event the value of the GOODS to the SELLER shall be taken into account when calculating the settlement sum but such sum shall in no event exceed the price set out in the PURCHASE ORDER unless otherwise agreed.

18.3 In the event of a termination in accordance with article 18.1 above the SELLER shall immediately :

- a) Cease performance of the PURCHASE ORDER or such part thereof as may be specified in the notice.
- b) Allow the PURCHASER or its nominee full right of access to the SELLER'S premises to remove all or any of the PURCHASER'S property (Free Issue or otherwise) and in order to do so use such of the SELLER'S equipment as may be necessary. The PURCHASER shall have the right to obtain completion of the PURCHASE ORDER or the relevant part of the PURCHASE ORDER by any third parties.
- c) Assign to the PURCHASER or its nominee to the extent desired by the PURCHASER all or the relevant part of the rights, titles, liabilities and subcontracts relating to the PURCHASE ORDER which the SELLER may have acquired or entered into.
- d) Promptly deliver to the PURCHASER all design data, design standards, drawings, specifications, requisitions, calculations, other documents and computer software prepared under the PURCHASE ORDER up to the date of termination.

19. LIEN

The SELLER shall not claim any lien, attachment or make similar claims in connection with the GOODS and shall indemnify the PURCHASER GROUP against all liens, losses, liabilities, claims, damage, costs and expenses resulting from any and all attachments or similar claims by it, its SUB SUPPLIERS or any third parties.

20. SET- OFF DEBTS

The PURCHASER shall at all times be entitled to set off any present or future claims the PURCHASER may have against the SELLER against any present or future debts which the PURCHASER may have with the SELLER.

21. MARKING AND PACKING

Apart from any additional instructions in the PURCHASE ORDER on packing, marking and shipping, the GOODS shall always be packed, marked and shipped in such a way as to prevent damage during transport to their final destination. The total weight in kilograms (kg), shall be clearly marked on each and every individual packaged material being supplied against the PURCHASE ORDER. The same information shall be indicated in the delivery note against each item. In addition, all packages with a gross weight of one hundred kilograms (100kg) or more shall have the gross weight, dimensions, lifting points and centre of gravity stencilled on the side of the package. The country of origin and manufacturer of the GOODS shall be stated on all delivery documentation.

22. RIGHT TO AUDIT

For the purposes of auditing any item chargeable by a specified rate, or any other reasonable purpose, the PURCHASER or its authorised representatives shall have access at all reasonable times to all personnel, books, records, vouchers and memoranda of the SELLER directly or indirectly pertaining to the PURCHASE ORDER. The PURCHASER or its authorised representatives shall have the right to reproduce or retain copies of any of the aforesaid documents. The above rights shall continue for a period of two years after payment of the SELLER'S invoice.

23. LAWS AND REGULATIONS

The SELLER shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the GOODS specified in the PURCHASE ORDER and applicable to the performance of the PURCHASE ORDER. For the avoidance of doubt, the SELLER will comply with national and applicable international Health, Safety and Environmental regulations as well as those regulations relating to US Export Controls and other applicable trade controls

24. HAZARDOUS MATERIALS

24.1 The SELLER shall ensure that the GOODS will comply with the requirements of applicable law and to the extent that they contain toxic, corrosive or hazardous materials, advise the PURCHASER of any hazard inherent in the GOODS. The SELLER shall ensure that a notice accompanies each consignment of GOODS providing information (e.g. in accordance with international content & format – such as required on Chemical SHOC cards) in respect of safety, environment and health hazards, including toxicity, flammability, reactivity and corrosiveness, together with handling and storage requirements, action to be taken in case of fire or spillage, and health precautions to be observed. Where applicable, the International Maritime Dangerous Goods code and the UN number shall be specified by the SELLER. The SELLER shall conform to accepted international standards of marking and labelling each package of dangerous GOODS and each over pack containing dangerous GOODS.

24.2 GOODS supplied under the PURCHASE ORDER, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the SELLER. The title and risk of the contaminated GOODS will transfer to the SELLER at the time contamination is identified and notified to the SELLER, who will bear all costs and expenses for the regeneration or disposal of the GOODS as the case may be.

25. ANTI-BRIBERY

25.1 Each party warrants and represents that in concluding a PURCHASE ORDER it has complied, and in performing its obligations under the contract, it has complied and shall comply, with all applicable ANTI-BRIBERY LAWS.

25.2 Both parties warrant that they have an ABC PROGRAMME setting out adequate procedures to comply with applicable ANTI-BRIBERY LAWS and that they will comply with such ABC PROGRAMME in respect of performing any PURCHASE ORDER.

25.3 Where it is legally able to do so, and subject to a request by a competent authority not to notify, each party shall notify the other in writing immediately upon whichever is the earlier of:

- a) Becoming aware of any investigation or proceedings initiated by a competent authority relating to an alleged breach of applicable ANTI-BRIBERY LAWS by either party or any member of its group in connection with the contract; or
- b) Having reasonable belief that either party or any member of its group may have breached applicable ANTI-BRIBERY LAWS in connection with the performance of a PURCHASE ORDER.

25.4 The affected party shall use reasonable efforts to keep the other party informed as to the progress and findings of such investigation or proceedings, the details of any measures being undertaken by the affected party to respond to the alleged or potential breach and the remedial measures that are being or will be implemented to prevent such conduct in the future.

25.5 For the purposes of these GENERAL CONDITIONS OF PURCHASE, specifically this clause 25, the following definitions shall apply:-

"ABC PROGRAMME" means an anti-bribery and corruption policy and any related procedures as amended, varied or supplemented from time to time, which (without limitation) may include policies, procedures, and controls relating to recording of financial transactions; anti-bribery and corruption risk assessment and mitigation; training of personnel; whistle blowing facilities; due diligence on third party engagements/contracts; gifts and hospitality, promotional expenditures, sponsorship and charitable donations; and promoting and monitoring compliance.

"ANTI-BRIBERY LAWS" means any laws, regulations and other legally binding measures relating to bribery, corruption or similar activities of (i) the United Kingdom, including without limitation The Bribery Act 2010; (ii) the United States of America including, to the extent applicable to either Party, the Foreign Corrupt Practices Act 1977, as amended; and (iii) any country or countries in which any of the obligations of the contract are to be or are performed.

26. NOTICES

26.1 Where the PURCHASE ORDER provides for either party to give notice to the other, such notice shall be in writing. Notices shall be effective as follows:

- a) If delivered by hand, at the time of delivery; or
- b) If sent by fax at the time of receipt of the fax provided the principal notice so faxed is sent by registered mail in accordance with c) below; or
- c) If sent by registered mail, postage prepaid, ten (10) days after the date of mailing of the registered letter.

26.2 The addresses of the PURCHASER and of the SELLER for notices and other communications shall be as given in the PURCHASE ORDER. Any change of such address shall be notified to the other party in writing.

27. APPLICABLE LAW

The PURCHASE ORDER shall be governed and interpreted in accordance with the Laws of England and Wales.

28. ARBITRATION

28.1 Any dispute between the parties, whether resulting from a claim in contract, court or at law or from any other claim or controversy, which may arise in connection with the PURCHASE ORDER or the application, implementation, validity, breach or termination of the PURCHASE ORDER or any provision thereof shall be resolved in the first instance by the parties through direct consultation and discussion. If such discussions cannot resolve such dispute within a reasonable period the dispute will be

finally and exclusively settled by arbitration in London, United Kingdom, under the UNCITRAL Rules of Arbitration by an arbitrator selected by each of the parties and a third arbitrator selected by the first two arbitrators. The arbitration award shall be final and binding on the parties. The arbitration proceedings shall be conducted in the English language.

- 28.2 During the period of dispute and arbitration of the dispute, the parties shall continue to exercise the other rights and implement the other obligations under the PURCHASE ORDER and the SELLER shall continue to perform the work in accordance with the PURCHASE ORDER.
- 29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**
- 29.1 Subject to article 29.3, the parties intend that no provision of the PURCHASE ORDER shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a party to the PURCHASE ORDER.
- 29.2 For the purpose of this article 29, 'Third Party' shall mean any member of the PURCHASER GROUP (other than the PURCHASER) or SELLER GROUP (other than the SELLER).
- 29.3 Subject to the remaining provisions of the PURCHASE ORDER, article 9 (Indemnities), article 10 (Insurance by Contractor) and article 14 (Patents and Other Proprietary Rights), are intended to be enforceable by a Third Party,
- 29.4 Notwithstanding article 29.3, the PURCHASE ORDER may be rescinded, amended or varied by the parties to the PURCHASE ORDER without notice to or the consent of any Third Party even if, as a result, that Third Party's right to enforce a term of this PURCHASE ORDER may be varied or extinguished.
- 29.5 The rights of any Third Party under article 29.3 shall be subject to the following :-
- (a) Any claim, or reliance on any term of the PURCHASE ORDER by a Third Party against a party to the PURCHASE ORDER shall be notified in writing in accordance with article 26 in writing by such Third Party to each party to the PURCHASE ORDER as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum:
 - (i) Details of the occurrence giving rise to the claim,
 - (ii) The right relied upon by the Third Party under the PURCHASE ORDER,
 - (b) The Third Party's written agreement to submit irrevocably to the jurisdiction of the English Courts in respect of a11 matters relating to such rights.
- 29.6 In enforcing any right to which it is entitled by virtue of the Act and the provisions of this PURCHASE ORDER, the remedies of a Third Party shall be limited to damages.
- 29.7 A Third Party shall not be entitled to assign any benefit or right conferred on it under this PURCHASE ORDER by virtue of the Act.