

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. Definitions and interpretation

1.1 In these conditions, the following words have the following meanings:

Acceptance shall mean the date on which the Goods have been accepted by STATS in accordance with these conditions. The terms **Accept** and **Accepted** shall be construed accordingly.

Affiliate shall mean any subsidiary or parent or holding company of any company or any other subsidiary of any such parent or holding company. For the purposes of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

Applicable Laws shall mean all applicable laws and associated requirements, including conventions, regulations, directives, statutes, statutory instruments, ordinances, by-laws, orders, notices, decrees, rules, codes, codes of practice, guidance and guidelines.

Control shall mean in relation to the Supplier, the power of a person to secure that the affairs of the Supplier are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, or the possession of voting power, in or in relation to the Supplier or any other body corporate; or
- (b) as a result of any powers conferred by the articles of association or any other document regulating the Supplier or any other body corporate,

and a **Change of Control** occurs if a person who controls the Supplier ceases to do so or if another person acquires Control of the Supplier or if the Supplier enters into a sale, lease, consolidation, merger, exchange or other transfer of all or substantially all the assets of the Supplier.

Claims shall mean any and all claims, liens, demands, awards, suits, proceedings (including arbitral proceedings), debts, causes of action, judgments, losses, liabilities, damages, fines, interest, penalties, cost and expenses (including legal costs and expenses).

Client shall mean, as may be applicable, STATS's client to whom the supply of the Goods and/or Services relates.

Consequential Loss shall mean:

- (a) consequential or indirect loss under Applicable Laws; and
- (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in a) and whether or not foreseeable at the date of the Purchase Order.

Delivery Date shall mean the delivery date for the Goods and/or commencement date of Services specified on the Purchase Order or as otherwise agreed in writing between the Parties.

Force Majeure shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, (whether actual, threatened or reasonably perceived), acts of public enemies, wars (whether declared or not), blockades, insurrections, riots, pandemics, epidemics, landslides, fires, floods, civil disturbances, explosions and any other causes not within the control of the Party claiming a Force Majeure, which by the exercise of reasonable diligence such Party shall not have been able to avoid or overcome. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the Parties shall not constitute Force Majeure.

Goods shall mean the goods, materials and/or equipment specified in the Purchase Order to be sold by the Supplier in accordance with the provisions of the Purchase Order.

Gross Negligence shall mean any act or failure to act (whether sole, joint or concurrent), by a director, officer or employee (including agency personnel) of a party which deviates substantially from a reasonable course of action without justification, and which is in reckless disregard of or wanton indifference to foreseeable harmful consequences.

Party shall mean STATS or the Supplier as the case may be and **Parties** shall mean both STATS and the Supplier.

Purchase Order shall mean the purchase order form together with these terms and conditions issued by STATS to the Supplier for the provision of the Goods and/or Services.

Purchase Order Price shall mean the price payable by STATS to the Supplier for the provision of the Goods and/or Services under the Purchase Order.

Services shall mean all services as specified in the Purchase Order that the Supplier is required to perform for STATS in accordance with the provisions of the Purchase Order.

STATS shall mean the STATS company named in the Purchase Order and shall include STATS's legal representatives, successors and permitted assigns.

STATS Group shall mean STATS, Client, the operator of the facilities for which the work is provided and its co-venturers, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Supplier Group.

Supplier shall mean the person or persons, firm or company named in the Purchase Order and engaged by STATS for the provision of the Goods and/or Services and shall include the Supplier's legal representatives, successors and permitted assigns.

Supplier Group shall mean the Supplier, its suppliers and subcontractors of any tier, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the STATS Group.

Third Party shall mean any party other than a member of the STATS Group or the Supplier Group.

Trade Controls Laws means all Applicable Laws relating to export control, including those of the United Kingdom, the European Union, the United Nations and the United States of America.

Wilful Misconduct shall mean any act or failure to act (whether sole, joint or concurrent), by a director, officer or employee (including agency personnel) of a party with deliberate, conscious or reckless disregard of good and prudent oil and gas field practices, or with intentional disregard of foreseeable harmful consequences to the safety or property of another person or entity or the environment.

Work Site shall mean the place where the Goods are being delivered and/or Services carried out.

1.2 All headings in the Purchase Order are used for convenience only and shall not affect the construction or validity of the Purchase Order.

1.3 Reference to any statute, statutory provision, or statutory instrument includes a reference to the statute, statutory provision or statutory instrument as amended, extended or re-enacted from time to time.

1.4 Reference to the singular includes a reference to the plural and *vice versa*. Reference to persons shall include companies and firms and *vice versa*. Reference to any gender includes a reference to the other genders.

1.5 Any reference herein to a clause, sub-clause or section shall, unless expressly stated otherwise, be construed as a reference to the relevant clause, sub-clause or section of the Purchase Order.

2. Acceptance

2.1 The Purchase Order shall become binding between STATS and Supplier upon Supplier's receipt of the Purchase Order unless Supplier notifies STATS in writing of the rejection of the Purchase Order within two (2) business days from receipt.

2.2 Acceptance of the Goods shall be the time when a duly authorised employee or representative of STATS accepts the Goods, delivered, or collected, where such Goods are not defective or damaged in any way and comply with the Purchase Order. In the event that a defect in or damage to the Goods or any other breach of the Purchase Order is identified, STATS shall not Accept the Goods until such time as such defect, damage or breach is remedied by the Supplier at its sole risk and expense.

2.3 Payment for the Goods and/or signature of a delivery note by a person, other than a person expressly authorised for that purpose, shall not constitute Acceptance.

3. Delivery

3.1 Goods shall be delivered to or collected by STATS as indicated on the Purchase Order form on or by the Delivery Date.

3.2 Goods shall be labelled with the Purchase Order number, item number, manufacturer's part number, and brief description.

- 3.3 Goods shall be delivered under cover of a packing list showing the Purchase Order number and details of the Goods supplied.
- 3.4 Goods shall be delivered with the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the Goods delivered pursuant to this Purchase Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements.
- 3.5 All corrodible parts are to be protected before packing.
- 3.6 Where the Goods are ordered to a particular specification or code, appropriate documentation shall be supplied to evidence adherence to such specification or code.
- 3.7 Any damage to the Goods in transit must be notified to STATS immediately in writing.
- 4. Time of Delivery**
- 4.1 Promptness of delivery of the Goods and performance of the Services shall be of the essence. If at any time the Supplier has reason to believe that the Delivery Date shall not be met, written notice setting forth the cause of delay and the best probable delivery date must be given promptly to STATS. If such failure or delay by the Supplier threatens to impair STATS's ability to meet its own delivery schedules, STATS may at its sole discretion and without liability of STATS to the Supplier, cancel, by written notice to the Supplier, the relevant Purchase Order or the affected portions of the Purchase Order.
- 4.2 Failure by the Supplier to deliver the Goods and/or Services to STATS by the Delivery Date shall entitle STATS to deduct from the applicable Purchase Order Price, by way of liquidated damages for such delay, a sum equivalent to one per cent (1%) of the Purchase Order Price in respect of the delayed Goods and/or Services per day or part thereof from the Delivery Date until actual delivery up to a maximum of fifteen per cent (15%) of the Purchase Order Price. Such liquidated damages are agreed as a genuine pre-estimate of the losses which may be sustained by STATS in the event of delay and shall not be regarded as a penalty. STATS may choose not to exercise this right but to sue for its actual losses.
- 5. Liabilities and indemnities**
- 5.1 The Supplier shall be responsible for and shall save, defend, indemnify and hold the STATS Group harmless from and against all Claims in connection with:
- 5.1.1 personal injury including death, illness or disease to any person employed or otherwise engaged by the Supplier Group;
- 5.1.2 subject to any other express provisions of this Purchase Order, personal injury including death, illness or disease or loss of or damage to the property of any Third Party to the extent that any such injury, death, illness, disease, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group; and/or
- 5.1.3 loss of or damage to the property of the Supplier Group whether owned, leased, hired or otherwise provided by the Supplier Group,
- in each case whether arising from, relating to or in connection with the performance or non-performance of the Purchase Order.
- 5.2 STATS shall be responsible for and shall save, defend, indemnify and hold the Supplier Group harmless from and against all Claims in connection with:
- 5.2.1 personal injury including death, illness or disease to any person employed or otherwise engaged by the STATS Group;
- 5.2.2 subject to any other express provisions of this Purchase Order, personal injury including death, illness or disease or loss of or damage to the property of any Third Party to the extent that any such injury, death, illness, disease, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the STATS Group; and/or
- 5.2.3 loss of or damage to property of the STATS Group, whether owned, leased, hired or otherwise provided by the STATS Group;
- in each case whether arising from, relating to or in connection with the performance or non-performance of the Purchase Order.
- 5.3 The indemnities given pursuant to the Purchase Order shall be full and primary irrespective of whether the Parties carry insurance in respect of the indemnities given herein.
- 5.4 Subject to Clause 5.5 and except as provided in Clauses 5.1.2 and 5.2.2 above, all exclusions and indemnities given under this Purchase Order, including those in Clause 6.1, shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law. Notwithstanding the foregoing, where STATS agrees to indemnify the Supplier in respect of Client under Clauses 5.2 and 6.1, such indemnity shall apply only to the extent that Client agrees to extend the benefit of such indemnity to Supplier.
- 5.5 Notwithstanding any provision to the contrary contained elsewhere in the Purchase Order, no indemnity given by STATS in favour of Supplier Group or limitation of Supplier Group's liability contained in this Purchase Order shall apply to relieve the Supplier Group of any liability to the extent caused by Supplier Group's own Gross Negligence or Wilful Misconduct.
- 5.6 If either Party becomes aware of any incident likely to give rise to a claim under this Clause 5, it shall notify the other in writing.
- 5.7 The provisions of this Clause 5 shall survive termination or expiry of the Purchase Order.
- 6. Consequential Loss**
- 6.1 Notwithstanding any provision to the contrary contained elsewhere in the Purchase Order and except to the extent of any agreed liquidated damages, the Supplier shall save, defend, indemnify and hold the STATS Group harmless from the Supplier Group's own Consequential Loss and STATS shall save, defend, indemnify and hold the Supplier Group harmless from the STATS Group's own Consequential Loss, in each case, arising from, relating to or in connection with the performance or non-performance of the Purchase Order.
- 6.2 The provisions of this Clause 6 shall survive termination or expiry of the Purchase Order.
- 7. Insurance**
- 7.1 The Supplier shall ensure that the following insurances (to the extent each is applicable) are maintained by the Supplier and by its subcontractors with reputable insurers throughout the duration of the Purchase Order:
- (a) Employer's Liability or Workmen's Compensation Insurance as appropriate in full compliance with all Applicable Laws;
- (b) General Public Liability Insurance with a limit of not less than ten million United States dollars (USD/\$10,000,000) equivalent combined single limit any one occurrence covering all obligations of the Supplier under the Purchase Order; and
- (c) Automobile Liability Insurance with a limit of not less than one million United States dollars (USD/\$1,000,000) combined single limit any one occurrence covering all vehicles used by the Supplier in performance of the Purchase Order and in full compliance with all Applicable Laws.
- 7.2 To the extent of the indemnities granted by the Supplier herein, the Supplier shall ensure that the insurance policies required in Clauses 7.1(b) and 7.1(c) are endorsed to waive all rights of subrogation against the STATS Group and name the STATS Group as additional insured.
- 7.3 The Supplier shall ensure, where possible, that its insurance policies referred to above contain an endorsement requiring the insurer to notify STATS within thirty (30) days of any material change in or cancellation of the insurance policy.
- 8. Invoicing and payment**
- 8.1 The Supplier acknowledges and agrees that its rates and prices set forth in the Purchase Order are fixed and firm for the duration of the Purchase Order. The Supplier acknowledges that the rates and prices specified are sufficient to cover all the Supplier's obligations whether expressed or implied under the Purchase Order. The Supplier shall be deemed to have satisfied itself as to all conditions and other factors that may in any way affect the performance of the Purchase Order.
- 8.2 In consideration of the Goods and/or Services being satisfactorily provided in accordance with the terms of the Purchase Order, STATS shall pay the Purchase Order Price to the Supplier in accordance with the terms of the Purchase Order.
- 8.3 After delivery of the Goods and/or performance of the Services, the Supplier shall submit to STATS a correctly prepared and adequately supported invoice in the amounts specified in the Purchase Order and STATS shall pay the invoice within sixty (60) days of receipt.
- 8.4 STATS reserves the right to withhold payment for any of the Goods and/or Services supplied which are not in accordance with the Purchase Order.
- 8.5 If STATS disputes any items on any invoice in whole or in part, or if the invoice is prepared or submitted incorrectly in any respect, STATS shall notify the Supplier and STATS may

withhold payment for the disputed part or whole of the invoice as applicable. STATS shall pay the undisputed part of correctly prepared and submitted invoices within the time specified herein.

- 8.6 The Supplier shall not be entitled to payment of any invoice received by STATS more than sixty (60) days after the delivery of the Goods and/or performance of the Services.

9. Tax

- 9.1 The Supplier shall pay all taxes (including, without limitation, tariffs), charges, levies and contributions incurred by the Supplier in performance of the Purchase Order and shall save, defend, indemnify and hold the STATS Group harmless from and against any and all Claims for any such taxes, charges, levies and contributions so levied against the STATS Group.

- 9.2 STATS shall withhold taxes from payments to the Supplier as required by law. Upon payment of the amount withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to the Supplier, and STATS shall have no further obligation to pay such amount to the Supplier.

10. Safety

- 10.1 The Supplier shall comply with all Applicable Laws affecting the Supplier, the Goods and/or Services relevant to this Purchase Order, and shall comply with all applicable health, safety and environmental policies when present at the Work Site, including those required by Client.

- 10.2 The Supplier shall and hereby undertakes to leave the Work Site clean, tidy and free from debris.

- 10.3 The Supplier's failure to comply with the requirements of this Clause 10 shall constitute a material breach of the Purchase Order and STATS shall be entitled to terminate the Purchase Order immediately without STATS incurring any further obligation or liability towards the Supplier.

- 10.4 The Supplier shall co-operate with STATS in providing an appropriate response to any emergency occurring at the Work Site and shall immediately take such action as may be necessary to protect life and make safe property where such is in peril.

11. Inspection

- 11.1 STATS and its representatives shall at all reasonable times during performance of the Services and/or manufacture of the Goods:

11.1.1 be granted access to any of the Supplier Group's premises during normal office hours and on no less than twenty four (24) hours prior notice; and,

11.1.2 be allowed to inspect and test the Goods and/or Services at any time prior to Acceptance or delivery, whichever is the later.

- 11.2 No such inspection or lack of inspection shall relieve the Supplier of any of its obligations or liabilities under the Purchase Order.

12. Warranty

- 12.1 Warranty for Goods:

12.1.1 The Supplier represents and warrants that it possesses the skill, organisation, personnel and all other resources necessary for the provision of the Goods.

12.1.2 The Supplier warrants that, for the periods of time specified in Clause 12.1.3, the Goods supplied under this Purchase Order will (a) conform to any codes, standards and specifications set forth in the Purchase Order and to any drawings or samples furnished or adopted by STATS; and (b) be of satisfactory quality, fit for their intended purpose as specified in the Purchase Order or where no purpose is stated, fit for its ordinary purpose and free from defects in design, material and workmanship.

12.1.3 During the period of twenty four (24) months after Acceptance, where STATS has found the Goods or part thereof not to have been supplied in accordance with the Purchase Order, due to faulty material, workmanship or design or due to any act or omission of the Supplier Group, STATS shall detail in writing the specific nature of the defect and upon receipt of such notice, the Supplier shall at its own risk and expense and within seven (7) days of receipt of such notice commence, at STATS's option, to either replace or repair the Goods or any part thereof found to be defective. A further twelve (12) month warranty shall be given by the Supplier for those Goods where such Goods (or part thereof) have been replaced or repaired; such warranty shall commence as soon as the Goods (or part thereof) have

been replaced or repaired and approved as such by STATS. The Supplier shall, at its own risk and expense, retrieve, repair and re-deliver or replace such Goods (or part thereof).

- 12.1.4 If Supplier fails to remedy to STATS's satisfaction pursuant to Clause 12.1.3, then STATS may commence the remedial work itself or authorise others to do the same, and without prejudice to STATS's other rights or remedies, the Supplier shall reimburse STATS for all costs arising therefrom.

12.2 Warranty for Services:

12.2.1 The Supplier represents and warrants that it possesses the skill, organisation, personnel and all other resources necessary for the provision of the Services.

12.2.2 The Supplier warrants that the Services performed under this Purchase Order will conform to any codes, standards and specifications set out in the Purchase Order and shall be supplied with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of Services to be carried out under the Purchase Order.

12.2.3 The Supplier shall be responsible for remedying at its expense any defect or failure caused by the Supplier Group, that may become apparent regarding the performance of the Services within twelve (12) months from the completion of the Services. The Supplier shall guarantee for a further period of twelve (12) months all remedial work carried out under this Clause.

12.2.4 If any defects or failures which the Supplier is obliged to remedy under this Clause are not remedied within a reasonable time, or circumstances render it impracticable for the Supplier to do the same, or if Supplier fails to remedy to STATS's satisfaction, STATS may remedy such defects or failures itself or authorise others to do the same, and without prejudice to STATS's other rights or remedies, the Supplier shall reimburse STATS for all costs arising therefrom.

- 12.3 STATS's rights and remedies under this Clause 12 are intended to be in addition to, and not exclusive of applicable rights and remedies available at law, in equity or under statute.

13. Assignment and subcontracting

- 13.1 The Supplier shall not assign or subcontract all or any part of its rights or obligations hereunder without the prior written consent of STATS. Such consent shall not be unreasonably withheld or delayed. STATS's consent to subcontract shall not relieve the Supplier of any liability or obligation hereunder and the Supplier shall be responsible for any act or omission by any of its agency personnel or subcontractor in connection with the Purchase Order as if the same were performed by an employee of the Supplier.

- 13.2 STATS may assign all or any part of its rights or obligations hereunder to any Affiliate or to Client, if any, at its sole discretion, and to any other third party with the Supplier's prior written consent. Such consent shall not be unreasonably withheld or delayed.

14. Changes

- 14.1 STATS may at any time make changes in writing relating to the provision of Goods and/or Services under the Purchase Order including, without limitation, changes to the Delivery Date and changes to reflect terms and conditions which Client requests are incorporated into STATS's agreements with its suppliers. If such changes result in an increase or decrease in cost or time an equitable adjustment shall be made to the Purchase Order Price, Delivery Date or both. Any claim for adjustment by the Supplier must be approved by STATS in writing and signed before the Supplier proceeds with such change.

15. Ownership and risk

- 15.1 The Supplier warrants to STATS full, clear and unrestricted title in the Goods and in all property of the STATS Group which the Supplier Group holds in connection with the Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

- 15.2 The Supplier shall be responsible for, and shall save, defend, indemnify, and hold the STATS Group harmless from and against all Claims in respect of liens, restrictions, reservations, security interests or other encumbrances created or asserted by or on behalf of any member of the Supplier Group over the Goods or the property of the STATS Group in connection with the Purchase Order.

- 15.3 Title in the Goods shall pass to STATS as soon as they have been allocated to the Purchase Order, delivered hereunder or paid for by STATS, whichever is the earliest.

- 15.4 Risk in the Goods shall pass to STATS on Acceptance.

16. STATS property

16.1 All tools, designs, patterns, equipment and/or materials of every description furnished by STATS to the Supplier in connection with the manufacture and/or provision of the Goods and/or the provision of the Services shall be and shall remain the property of STATS. Such property shall be plainly marked or otherwise adequately identified by the Supplier as 'Property of STATS Group'.

16.2 Such property whilst in the Supplier's care, custody or control shall be held at the Supplier's risk and shall be subject to removal at the written request of STATS, in the event of which the Supplier shall prepare such property for shipment and shall redeliver to STATS in the same condition as originally received by the Supplier, reasonable wear and tear excepted. Notwithstanding anything to the contrary contained in Clause 5, the Supplier shall reimburse STATS for replacement or repair as appropriate, necessitated by any loss and/or damage to such property arising whilst in the Supplier's care, custody or control, reasonable wear and tear excepted.

17. Proprietary rights

17.1 The Supplier warrants that it shall keep confidential all designs, information, blueprints and engineering data with respect to the Goods and each invention, improvement and discovery relating thereto (whether or not patentable or registrable) conceived or reduced to practice in the performance of the Purchase Order by any person employed by or working under the directions of the Supplier Group. Upon completion of the Purchase Order, the Supplier shall provide to STATS copies of all such designs, information, blueprints and engineering data in its possession necessary or required to enable STATS to receive the benefit of its rights under the Purchase Order.

17.2 Save as set out expressly herein, neither the Supplier nor STATS shall have the right of use, whether directly or indirectly, of any patent, copyright, proprietary right, confidential know how, trade mark or process produced by or otherwise belonging to the other Party prior to the date of this Purchase Order or produced by or otherwise belonging to the other Party otherwise than in connection with this Purchase Order and the intellectual property rights in such shall remain with the Party providing each patent, copyright, proprietary right or confidential know how, trade mark or process. The Supplier hereby grants to the STATS Group (and to any Client) a non-exclusive, royalty-free, transferable licence to use any such intellectual property rights belonging to the Supplier as may be necessary to install, use, maintain or repair the Goods or to benefit from the Services as contemplated by this Purchase Order and STATS hereby grants to the Supplier Group a non-exclusive, royalty-free, non-transferable licence to use any such intellectual property rights belonging to STATS as may be necessary to provide the Goods and/or Services under the Purchase Order.

17.3 The Supplier shall be liable for and shall save, defend, indemnify and hold the STATS Group harmless against all Claims in respect of infringement of any patent, trade mark, registered design, copyright or other proprietary right arising from the enjoyment by STATS or Client of the Goods or Services provided by the Supplier and this condition shall remain binding on the Supplier notwithstanding the completion or termination of the Purchase Order.

17.4 All patents, copyrights, proprietary rights, confidential know how, trade mark or process created or developed by the Supplier in the performance of its obligations under the Purchase Order and any related applications shall vest exclusively in STATS.

18. Force Majeure

18.1 Neither Party shall be responsible for any failure to fulfil any term or condition of the Purchase Order (excluding indemnification obligations) if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence whether or not foreseeable at the time of entering into the Purchase Order, which has been notified to the other Party within seven (7) days of the event upon which the Party intends to rely with particulars thereof, and which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence, the said Party is unable to provide against.

18.2 Following the notification of a Force Majeure occurrence, in accordance with this Clause 18, the Parties shall meet, without delay, with a view to agreeing a mutually acceptable course of action to minimise any effects of such an occurrence.

18.3 Where the Force Majeure event exceeds thirty (30) consecutive days, STATS may terminate this Purchase Order immediately and without provision for further payment.

19. Termination

19.1 Termination for Supplier default

19.1.1 In the event of the Supplier's default in performance of any of its obligations under the Purchase Order, STATS may give the Supplier notice to rectify such default within the time specified in STATS's written notice.

19.1.2 If the Supplier fails to comply with the requirements of such notice or if, in the reasonable opinion of STATS such default is not capable of being timely rectified, or in the event of the Supplier's bankruptcy or insolvency, STATS shall be entitled to terminate the Purchase Order in whole or in part forthwith by giving notice in writing to that effect. In the event that STATS terminates the Purchase Order due to the Supplier's default or breach, the Supplier shall not be entitled to any further payment upon termination.

19.2 Termination or suspension for STATS Convenience

STATS may at its absolute discretion suspend or terminate the Purchase Order without cause at any time and, in the event of such termination, STATS agrees to pay the Supplier for all Goods Accepted and/or Services satisfactorily completed and delivered up to the time of termination and reasonable and substantiated costs arising from such suspension or termination, as evidenced by documentation (provided to STATS within ten (10) days from receipt by Supplier of the termination notice) satisfactory to and verified by STATS. In no event, however, shall the payment owed to Supplier under this Clause 19.2 for the earlier termination of the Purchase Order exceed the Purchase Order Price.

19.3 **Termination for Change of Control.** If the Supplier shall become subject to a Change of Control, STATS may, at its sole option and discretion, terminate the Purchase Order immediately on notice to the Supplier.

19.4 **Termination for Force Majeure.** STATS may terminate the Purchase Order in accordance with Clause 18 (Force Majeure).

19.5 **Termination for breach or suspected breach of Clause 21 (Business Ethics).** STATS may terminate the Purchase Order in accordance with Clause 21 without any further payment obligation.

19.6 In the case of termination of the Purchase Order for any of the events listed in Clauses 19.3 and/or 19.4, STATS's obligations are limited to payment for Goods Accepted or Services satisfactorily completed by Supplier. If STATS has paid for all or part of the Goods then, without prejudice to STATS's rights under the Purchase Order or at law, on termination of the Purchase Order, STATS (or its authorised representatives) shall be entitled to enter the Supplier's premises or any place where the work under the Purchase Order is being performed, on reasonable notice, and take possession of the whole or any part of the Goods and remove the same for completion by the STATS Group or by a third party.

19.7 Notwithstanding anything to the contrary under this Clause 19, if the cause of termination of the Purchase Order is the Supplier Group's default, any additional costs reasonably incurred by the STATS Group as a direct result of such termination, including engaging a third party to complete the Supplier's obligations under any Purchase Order shall be recoverable from the Supplier.

20. Confidentiality

20.1 All information (whether written, oral, visual or electronic) obtained by the Supplier Group in the course of and in connection with the Purchase Order concerning the STATS Group, shall be kept confidential by the Supplier and shall remain the property of the STATS Group and shall not be divulged by any member of the Supplier Group to any third party without the prior written consent of STATS. The provisions of this Clause shall not apply to information which (a) is part of the public domain; or (b) was in the possession of the Supplier Group prior to the execution of this Purchase Order and which was not subject to any obligation of confidentiality owed to STATS Group; or (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Purchase Order. The foregoing obligations of confidentiality shall subsist for a period of five (5) years from the date of expiration or termination of the Purchase Order or for any longer period as may be required by Client.

20.2 All such data must not be removed from the STATS Group's premises without STATS's prior written approval. All documents, drawings and other records containing such information, and any copies thereof, shall upon completion of the Purchase Order or its earlier termination, be returned to STATS or certified by Supplier as destroyed. This Clause shall remain binding on the Supplier notwithstanding completion or termination of the Purchase Order.

20.3 The Supplier agrees not to use for marketing, advertising or publicity purposes the STATS logo or name or any photographs, drawings and/or materials in connection with the performance of the Purchase Order without obtaining the prior written consent of STATS. This Clause 20 shall remain binding on the Supplier notwithstanding completion or termination of the Purchase Order.

20.4 The Supplier understands and acknowledges that STATS's confidential information and the direct products thereof are subject to U.S. Export Administration Regulations and U.S. trade sanctions. The Supplier shall adhere to the U.S. Export Administrative

Regulations and U.S. trade sanctions and shall not export or re-export any confidential information or the direct product of such confidential information to any proscribed country or end-user listed in the U.S. Export Administration Regulations unless properly authorised by the U.S. Government, if such authorisation is required. The Supplier shall not be obligated to perform any obligations hereunder if and to the extent that any such performance is prohibited by or contrary to any applicable U.S. export regulation or trade sanction.

21. Business Ethics

21.1 Both Parties shall at all times ensure that the actions of its employees and representatives comply with all Applicable Laws. Nothing in this Purchase Order shall be interpreted as requiring either Party to do or refrain from doing anything which would result in a breach or violation of any Applicable Laws including anti-trust or anti-competitive behaviour, economic sanctions and/or export controls procedures and requirements.

21.2 Both Parties agree that they will not directly or indirectly in any way that relates to this Purchase Order:

21.2.1 give, offer, pay, promise or authorise any financial or other advantage or anything else of value to any other person or organisation (including, without limitation, giving or offering anything of value to a person that performs a function or activity that (i) is of a public nature (e.g. where the person acts in his capacity as a government official or representative or a political party official or candidate for political office, or to anyone acting on behalf of a public international organisation, or is employed by a government-owned or controlled company), or (ii) is connected to a business performed in the course of an employment for another private commercial company or includes acting on behalf of a body of persons, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct;

21.2.2 offer, promise, pay, give, authorise, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment;

21.2.3 request, receive or accept, for the benefit of itself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to the other Party, or improperly performing a function that relates in any way to the Purchase Order or to the other Party;

21.2.4 otherwise be involved in any activity, practice or conduct that would be in breach of the requirements of the Purchase Order in relation to ethics and anti-corruption and/or which would constitute an offence under any Applicable Laws in relation to ethics and anti-corruption or similar offences (including, without limitation, the UK Bribery Act 2010, the U.S. Foreign and Corrupt Practices Act of 1977 or Section 45/46 of the Criminal Finance Act 2017); or

21.2.5 be involved in any activity, practice or conduct that would be in breach of the principles set out in the STATS Group Code of Conduct.

21.3 In relation to this Purchase Order, neither Party shall be involved in any activity, practice or conduct that would be in breach of the requirements of the Purchase Order in relation to child labour, slavery, servitude and forced or compulsory labour or human trafficking which would constitute an offence under any Applicable Laws in relation to ethics and labour laws (including, without limitation, the UK Modern Slavery Act 2015).

21.4 The Supplier shall, as soon as reasonably practicable to do so, report to STATS any act or omission which could possibly be seen as a breach of this Clause 21.

21.5 If the Supplier breaches any provision of this Clause 21 or STATS has any reason to suspect that the Supplier has breached any provision of this Clause 21 then, without prejudice to its other rights and remedies, STATS shall be entitled to terminate this Purchase Order (or part thereof) immediately on notice to the Supplier.

22. Data protection

22.1 The Parties shall at all times comply with all obligations imposed by Applicable Laws relating to matters of data protection, privacy and security (including, where relevant, the applicable requirements of the European Union General Data Protection Regulation (EU 2016/679) (the **EU GDPR**) or the EU GDPR as transposed into United Kingdom national law in the form of the UK GDPR, together with the Data Protection Act 2018) (together **Applicable Data Protection Laws**).

22.2 Where Supplier is required to furnish STATS with personal data of a data subject (as defined in Applicable Data Protection Laws), the Supplier hereby warrants that it has

taken all steps required by Applicable Data Protection Laws to ensure that any such data subject is notified and consents to the same, and to STATS: (i) processing such personal data; and, (ii) where necessary, disclosing such personal data to STATS's Affiliates (including those in other jurisdictions); in each case only to the extent required to use such data for the purpose for which it was shared and as permitted by Applicable Data Protection Laws. The Supplier shall save, defend, indemnify and hold the STATS Group harmless from and against all Claims in respect of Supplier Group's failure to comply with any Applicable Data Protection Laws.

23. Notices

23.1 Notices shall be validly given if received by recorded delivery post, delivered by hand and/or by courier, to the addresses of the Parties stated in the Purchase Order or to an address subsequently notified in writing by one Party to the other Party.

24. Third party rights

24.1 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Purchase Order, and no provision of this Purchase Order shall confer a benefit on, nor be enforceable by any person who is not a Party to the Purchase Order, except to the extent that a member of the Supplier Group or the STATS Group (other than STATS or the Supplier) shall be entitled in its own right to enforce the benefit only of the indemnities granted to it under Clause 5 but not in any other respect.

24.2 Further, in making a Claim under this Purchase Order, the remedies of any such members of the Supplier Group or STATS Group (other than STATS or the Supplier) shall be limited to claiming damages.

24.3 The Parties hereto may rescind or vary any term of this Purchase Order without the consent of any such member, even if as a result that member's right to enforce a term of this Purchase Order would be varied or extinguished.

24.4 Any claim, or reliance on any term of the Purchase Order, by a third party shall be notified in writing in accordance with the notice provision of the Purchase Order and as soon as the third party becomes aware that an event is likely to give rise to such a claim and such notification shall detail the particulars of the occurrence giving rise to the claim and the right relied upon in the Purchase Order by the third party seeking to establish a claim.

24.5 Any third party claim or reliance on any term of the Purchase Order shall be subject to the third party's written agreement to submit irrevocably to the jurisdiction of the English courts in respect of all matters relating to such rights.

24.6 A third party shall not be entitled to assign the benefit or right conferred on it under this Purchase Order by virtue of the Contracts (Rights of Third Parties) Act 1999.

25. General Legal Provisions

25.1 None of the terms and conditions of the Purchase Order shall be considered to be waived by either STATS or the Supplier unless a waiver is given in writing by one Party to the other. No failure on the part of either Party to enforce any of the terms and conditions of the Purchase Order shall constitute a waiver of such terms.

25.2 The Purchase Order shall prevail over any terms or conditions contained in any quotation or order acknowledgement provided by the Supplier or any other terms and conditions unless expressly accepted and agreed by STATS in writing.

25.3 The Purchase Order constitutes the entire agreement between the Parties hereto with respect to the provision of the Goods and/or Services and supersedes all prior negotiations, representation or agreements related to the Purchase Order, either written or oral.

25.4 Subject to Clause 14, no amendments to the Purchase Order shall be effective unless evidenced in writing and signed by the Parties.

25.5 It is the intention of the Parties that the Purchase Order shall be construed as a whole. Notwithstanding the foregoing, if any part of the Purchase Order is held by a tribunal of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of it shall not be prejudiced thereby and every part of this Purchase Order shall be deemed to be severable and separately valid and enforceable. STATS and the Supplier hereby agree to substitute, for any invalid or unenforceable provision, a valid and enforceable provision, which achieves to the greatest possible extent the Parties' original intent as well as the economic, legal and commercial objectives of the invalid or unenforceable provision.

25.6 Expiry of this Purchase Order or its termination, howsoever arising, shall not affect or prejudice any terms of, or rights conferred by this Purchase Order which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

25.7 STATS's remedies under the Purchase Order are in addition to STATS's other rights and

remedies at law.

26. Audit

26.1 During the ongoing provision of Goods and/or Services under the Purchase Order and for a period of twenty four (24) months after (a) termination of the Purchase Order, howsoever arising, or (b) final payment to the Supplier, whichever occurs last, the STATS Group or its and their duly authorised representative(s) shall have right to audit at all reasonable times and, upon request, take copies of all of the Supplier Group's records (written, electronic form or media), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to:

26.1.1 all invoiced charges made by the Supplier on STATS Group; and

26.1.2 any provision of this Purchase Order under which the Supplier has obligations the performance of which is capable of being verified by audit, including in particular, but not limited to, Clause 21.

26.2 In this respect STATS Group shall not be entitled to investigate the make-up of rates and lump sums included in this Purchase Order except to the extent necessary for the proper evaluation of any changes relating to the provision of the Goods and/or Services.

26.3 The Supplier shall co-operate fully with STATS Group and/or its representatives in the carrying out of any audit required by STATS Group. STATS Group will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the Supplier. In the event that such audit or audits reveal any error or discrepancy of any nature whatsoever, such error or discrepancy shall be promptly corrected and any amount owing or due to STATS or the Supplier shall be promptly paid by the indebted Party. STATS Group and/or its representatives shall have the right to audit the Supplier Group's accounts and records only after delivery of written notice to the Supplier in accordance with Clause 23.

26.4 The Supplier shall use all reasonable endeavours to obtain equivalent rights of audit to those specified above from all its subcontractors and to cause such rights to extend to STATS Group.

27. Dispute resolution

27.1 Any dispute, controversy or claim between the Parties in connection with or arising out of the Purchase Order shall be resolved by means of the following procedure:

27.1.1 the dispute shall initially be referred to the Parties' respective representatives who shall discuss the matter in dispute and use reasonable efforts to reach an agreement;

27.1.2 if no agreement is reached under Clause 27.1.1 within ten (10) calendar days from the date of referral either Party may refer the dispute to the senior management of the Parties.

27.2 In the absence of agreement being reached on a particular dispute in accordance with Clause 27.1:

27.2.1 subject to Clause 27.2.2, the Parties shall settle the dispute in accordance with the arbitration rules of the London Court of International Arbitration (LCIA) in force as at the date of this Purchase Order (the Rules), which Rules are deemed to be incorporated by reference into this Purchase Order, save as expressly amended by Clause 27.3; or

27.2.2 STATS shall be entitled, at its sole option, to forego Clause 27.2.1 and instead seek remedy in a competent court taking jurisdiction.

27.3 Where arbitration proceedings commence in accordance with Clause 27.2.1, the appointing authority shall be the LCIA which shall also administer any arbitration commenced under this Purchase Order, such administration also to be in accordance with the Rules. The number of arbitrators shall be three; the seat of arbitration shall be London, England, however, the Parties may agree for the hearing to take place at any convenient location. The language to be used in the arbitral proceedings shall be English. The decision of the arbitrators shall be final and binding upon both Parties and, where arbitration has been commenced or completed; neither Party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

27.4 Whilst any matter or matters are in dispute, the Supplier shall proceed with the execution and completion of the provision of Goods and/or Services and both Parties shall comply with the provisions of the Purchase Order.

28. Change of Control

28.1 Without prejudice to Clause 19.3, but notwithstanding anything contained elsewhere in the Purchase Order to the contrary, the Supplier agrees to notify STATS immediately in

the event of a Change of Control of the Supplier's business. In the event of such Change of Control, the Supplier shall perform the Purchase Order issued prior to such Change of Control. Should the Supplier fail to honour such arrangement then any additional costs reasonably incurred by the STATS Group as a direct result of the Supplier's non-performance of the Purchase Order shall be recoverable from the Supplier.

29. Export Control

29.1 The Supplier shall, and shall procure that the other members of the Supplier Group shall comply with all Trade Controls Laws with respect to any Goods, software or technology to be provided or any Services to be performed under the Purchase Order and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. With regard to Trade Controls Laws, the Supplier shall be responsible for obtaining any required government authorisations, including applicable export licences or exemption authorisations, and shall provide STATS upon request with copies of the same.

29.2 STATS shall provide the Supplier upon request with relevant end-use, end-user and country of end-use information with respect to any Goods, software or technology to be provided under the Purchase Order. Based on and in reliance on such information, the Supplier shall provide such Goods, software or technology in compliance with Trade Controls Laws. The Parties acknowledge that any change in end-use, end-user or country of end-use may be restricted or prohibited by Trade Controls Laws.

30. Sanctions & Trade Restrictions

30.1 Neither Party shall be obliged to perform any obligation required by the Purchase Order if this would be in violation of, inconsistent with, or expose such Party or its Affiliates to punitive measures, under any laws or regulations applicable to such Party or its Affiliate, relating to trade sanctions, foreign trade controls, export controls and similar laws (**Trade Restrictions**) or, in such Party's reasonable judgement, such circumstances exist.

30.2 Where any performance by a Party under this Purchase Order would be in violation of, inconsistent with, or expose such party, or Affiliate, to punitive measures under the Trade Restrictions, such Party (the **Affected Party**) shall, as soon as reasonably practicable, give written notice to the other Party of the affected obligation. Once such notice has been given, the Affected Party shall be entitled to immediately suspend the affected obligation (whether payment or performance) until such time as the obligation is no longer affected.

30.3 The Parties shall seek in good faith to find a mutually acceptable solution to minimise the effects of the above. In the absence of a mutually acceptable solution, each Party reserves the right to terminate the Purchase Order, and the other Party agrees that it shall have no cause of action and hereby waives any right to assert the same.

31. Jurisdiction and governing law

31.1 The following provisions are applicable when the STATS contracting entity is *STATS International Inc.*:

31.1.1 The Purchase Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Texas, USA.

31.1.2 The Parties agree that this statement, and the indemnity provisions throughout the Agreement comply with the requirement known as the "express negligence rule" to expressly state in a conspicuous manner to afford fair and adequate notice that the Purchase Order has provisions requiring one Party (the **Indemnitor**) to be responsible for the negligence, strict liability or other fault of another Party (the **Indemnitee**) or its representatives.

31.2 The following provisions are applicable when the STATS contracting entity is not *STATS International Inc.*:

31.2.1 The Purchase Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England & Wales.

31.2.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the Purchase Order only to the extent that any member of STATS Group or the Company Group (excluding the Company and STATS) who has been granted an express benefit in terms of the Purchase Order shall be entitled in its own right to enforce the benefit of the indemnities given to it pursuant to Clause 5.