



## 1. Basis of Contract and Amendments

1.1. With regard to this Agreement, references to Company shall mean WINGAS Storage UK Ltd. or its associated company entering into this Agreement with Contractor, as the case may be.

1.2. The Purchase Order ("PO") to which these general purchase terms ("General Terms") are attached is issued subject to these General Terms together with (and as amended by) the terms stated in the PO ("Special Terms"). The PO, the Special Terms and these General Terms shall together constitute the agreement between Company and the company or other legal entity named in the PO ("Contractor") for the supply hereunder (whether by purchase or rental as stated in the PO) of (a) materials, goods or equipment ("Goods"); and/or (b) if so stated in the PO, ancillary services relating to the installation and/or operation of the Goods ("Services"); such PO, Special Terms and these General Terms being hereinafter collectively referred to as "this Agreement".

1.3. This Agreement shall not be varied, and no conditions contained or referred to in quotations, letters, acknowledgements of order, advice notes, delivery tickets, invoices or other communications issued by Contractor ("Contractor's Terms") shall annul or vary the terms and conditions of this Agreement or any instructions contained in the PO, unless expressly agreed by both parties in writing. Even if Contractor shall purport to supply Goods or Services hereunder in accordance with Contractor's Terms and Company shall have accepted such supply without reservation, Company will not recognise any such Contractor's Terms unless accepted in writing as aforesaid.

1.4. Contractor shall provide all personnel and all Goods, plant, consumables, facilities (which, unless otherwise specified in the PO shall be as new and fit for their intended purpose in accordance with this Agreement) and all other things specified in the PO or which may reasonably be inferred as required to perform the Services.

1.5. Contractor shall be deemed to have satisfied itself as to the nature and extent of the Services, including (without limitation) general and local conditions, the adequacy of rates and prices and all other matters which may affect the performance of the Services within the time specified (if any) in the PO.

1.6. All relevant statutory provisions apply in addition to the above-mentioned terms and conditions of this Agreement.

1.7. No amendments or variations to this Agreement shall be valid unless the same are in writing and signed by both parties. If the parties shall agree any change to the Goods or Services or other terms specified in the PO, Company shall issue an amended PO ("Change Order"), which Contractor shall confirm by signing and returning the order confirmation form to Company to indicate its acceptance. Computer-generated POs and Change Orders shall be deemed to be in writing and signed by Company even without a manual signature.

1.8. In the event of any conflict or ambiguity between these General Terms and the Special Terms, the Special Terms shall prevail.

## 2. Date of delivery, delay in delivery

2.1. The dates agreed for delivery of the Goods or Services are binding and the time of delivery shall be of the essence of this Agreement. Whether a delivery of Goods without installation is performed on time shall be determined by the date on which the Goods are received at the delivery address stipulated in the PO ("Delivery Point"); whether (a) a delivery of Goods with installation; or (b) Services are performed on time shall be determined by the date of Company's written acceptance of such installation at the stipulated installation location or completion or acceptance of the Services, whichever shall be the later.

2.2. Contractor is required to inform Company without delay and in writing if a delay in the delivery of Goods or Services is likely to occur.

2.3. If Contractor shall be delayed in the delivery of Goods or completion of any Services within the time specified for such completion (as that time may have been extended) or if no such time has been specified, within a reasonable time, Contractor shall pay as liquidated damages and not as a penalty a sum equal to one percent (1%) of the final amount payable for the Goods or Services on their proper delivery or installation (as aforesaid) for each week or part of a week of the delay up to a maximum sum equal to ten percent (10%) of that amount, or such other percentages and/or sum as may be agreed and stated in the PO.

2.4. No subcontract or similar arrangement shall relieve Contractor from its obligations or liabilities under this Agreement and Contractor shall be responsible for the acts, defaults and omissions of Contractor's subcontractors (of any tier), agents or servants as fully as if they were the acts, defaults or omissions of Contractor.

## 3. Prices, dispatch and transfer of risk

3.1. Unless otherwise stated in the PO, the agreed prices for Goods and Services are fixed for the duration of this Agreement and all Goods are to be delivered free of any costs (including, without limitation, packaging, transport and transport insurance costs) to the Delivery Point.

3.2. Contractor is responsible, at its cost, for arranging the dispatch and for selecting the most suitable type of transport and packaging, meeting any specific or applicable legislation requirements, including without limitation requirements concerning safety.

3.3. Partial deliveries/performance shall only be accepted after the prior written consent of Company has been obtained.

3.4. When delivery of Goods is to be made without installation, the risk is transferred to Company upon acceptance by Company at the Delivery Point. When delivery is to be made with installation, the risk is transferred to Company upon Company's written acceptance of such installation by Contractor at the stipulated installation location (except where installation is to be performed offshore in which event the risk shall transfer to Company upon acceptance of the Goods by Company at the Delivery Point).

3.5. If Goods are delivered earlier than agreed, Company reserves the right to return the Goods at Contractor's expense and risk. If the Goods are delivered early, but are not returned, they will be stored by Company at Contractor's expense and risk until the due delivery date. Contractor's invoices will be paid by reference to the agreed delivery date.

3.6. If Goods are stated in the PO to be purchased on consignment, Company shall be obliged to pay only for items which are used, lost or damaged. The risk in Goods purchased on consignment shall transfer to Company upon acceptance thereof at the Delivery Point and remain with Company until re-delivery of any unused items to Contractor at a re-delivery location specified in the PO.

## 4. HSE, labelling and packaging, quality control and assurance

4.1. Contractor represents and warrants to Company that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health and safety of persons using them, and that Contractor has made available to Company adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.

4.2. Contractor shall indemnify Company against all actions, suits, claims, demands, losses, charges, costs and expenses which Company may suffer or incur as a result of or in connection with any breach of Article 4.1.

4.3. Contractor shall provide to Company a copy of the relevant material safety data sheet (MSDS) for all hazardous substances before, or concurrent with, transportation of such substances to the work site.

4.4. All Goods delivered under the Agreement are to be securely packed before dispatch and each package must be distinctly marked with the description and quantity of contents, with the name of Contractor and a distinctive number or mark, which is to be shown for the purposes of identification. All previous irrelevant markings must be carefully obliterated.

4.5. Any containers of hazardous goods, and all documents relating to them, shall bear prominent and adequate warnings in accordance with any legislation for the time being in force. Contractor shall indemnify Company against all actions, suits, claims, demands, losses, charges, costs and expenses which Company may suffer or incur as a result of or in connection with any breach of this Article 4.5.

4.6. All packaging materials will be considered non-returnable and will be recycled or destroyed unless the Contractor states that such materials will be charged for unless returned. Company accepts no liability in respect of the non-arrival at Contractor's premises of empty packages returned by Company unless Contractor notifies Company of such non-arrival within ten days of receiving notice from Company that the packages have been dispatched.

4.7. Contractor is required to carry out and maintain an effective quality assurance procedure and, on demand, to provide Company with evidence of compliance. Company is entitled to inspect this quality assurance system itself or to have it inspected by a third party.

4.8. Company representatives shall be given free access both to the Contractor's workshops and to those of its subcontractors, if any and of any tier, with respect to performance of this Agreement.

4.9. In case any Goods are inspected or tested and are found not to comply with the due requirements of this Agreement, Company shall be entitled to reject them. In this case, Contractor shall either (as directed in writing by Company) replace the non-compliant Goods or modify them accordingly, without any additional costs incurred by Company. Upon completion of the remedial actions, the modified or replacement Goods shall be inspected and/or tested by Company or its agents again. Costs to Company for inspection and testing of Goods found to be defective shall be for the account of the Contractor.

4.10. Contractor acknowledges that any such inspection and testing by Company representatives as aforesaid shall not constitute interference by Company in Contractor's realization of the supply of Goods and/or Services to be effected hereunder, and hence any such inspection or testing shall not in any way waive or relieve Contractor of its responsibility to deliver such Goods or perform such Services strictly in accordance with this Agreement, nor waive the Company's right to reject such Goods and/or Services should they subsequently be found to be not in conformance with the terms of this Agreement.

## 5. Weight

If Contractor fails to carry out any agreed weighing procedure, then the weight ascertained by Company shall apply.

## 6. Rights in the event of defects

6.1. Contractor represents and warrants that all Goods and Services are properly produced or carried out in accordance with the agreed contract specifications and using the most suitable materials and that they comply with all generally recognised latest manufacturing standards and health and safety regulations and all applicable laws and other regulations. If any machinery or equipment to be delivered hereunder shall have been sourced or manufactured within the European Union (EU), it must comply with the requirements of all applicable EU Product Directives including, without limitation, the special safety regulations for machinery, systems and equipment applicable at the time of performance of the PO and must carry the CE mark.

6.2. Unless otherwise stated in the PO or provided by law, the period of warranty (the "Warranty Period") shall be twenty four (24) months from the date of (a) delivery of Goods to the Delivery Point; or (b) completion (or, if later, acceptance) of Services.

6.3. Contractor undertakes during the Warranty Period promptly to repair or replace (as directed in writing by Company), at its own expense and without delay, any Goods or Services that are identified and notified in writing to Contractor by Company as being defective or unfit for the purposes of this Agreement.

6.4. Any Goods or Services repaired, replaced or re-performed during the Warranty Period shall upon acceptance in writing by Company that Contractor has satisfactorily rectified the defective Goods or Services and rendered them fit for purpose in accordance with this Agreement, be subject to a further Warranty Period of twenty four (24) months from the date of such written acceptance.

6.5. When providing subsequent or remedial performance, Contractor must comply with Company's instructions so as to avoid interference with Company's ongoing operations.

6.6. All incoming deliveries of Goods shall be checked either by Company or by Contractor (in the event of direct dispatch) by means of a sampling inspection to determine any variations in quality and quantity.

6.7. Acknowledgement by Company of receipt of deliveries and/or approval of any drawings submitted by Contractor shall not signify that Company is waiving its rights subsequently to make claims for breach of warranty or any other rights.

## 7. Invoicing and Payment

7.1. Contractor shall invoice Company at the beginning of each calendar month for Goods and Services provided during the preceding calendar month. Contractor's invoices must show separately the net value calculated in accordance with this Agreement of the Goods delivered or Services performed, the rate and amount of any applicable value added tax (VAT) or other turnover tax, as well as the gross amount. No demands for payment issued after the submission of Contractor's final account will be accepted by Company.

7.2. Unless otherwise stated in the PO, payment of Contractor's invoices shall be made in Pounds Sterling. Payment shall be due net within thirty (30) days after receipt of a correctly prepared and substantiated invoice from Contractor. In the event of failure to make payment by the due date Contractor shall be entitled to interest calculated on a daily basis at an annual rate of two (2) percentage points above Libor from the due date until the date such payment is made. Libor shall mean the London Interbank Offered Rate for one (1) month sterling deposits for the first day of the month in which the due date for payment falls as published by the British Bankers Association (BBA) shortly after 11.00 am on such day.

7.3. In the event Company does not accept that all or part of the Goods or Services relating to an invoice have been performed in accordance with this Agreement or does not otherwise accept part or all of an invoice, payment of the undisputed portion of the invoice shall be made. Company may withhold the disputed part of the invoice until the matter is resolved.

7.4. Payment of any invoice shall not prevent Company from disputing, in writing and within six (6) months following the date of payment, any charge paid incorrectly. Any payment not questioned by Company within the said period of six (6) months shall be considered as final.

7.5. Company shall be entitled to reject any invoice issued by the Contractor more than six (6) months after delivery of the Goods or performance of the Services.

## 8. Assignment and Subcontracting

Contractor may not assign, subcontract or transfer any part of this Agreement or the obligations of the Contractor hereunder without the prior written approval of Company. Approval by Company of a subcontractor shall not relieve the Contractor from its responsibility for performance of the part of this Agreement that is subcontracted. Under no circumstances shall any such subcontractor or its agents, servants or employees be considered employees of Company.

## 9. Termination for a serious reason

9.1. Without prejudice to any other rights to terminate that it might have under applicable law, Company may terminate this Agreement forthwith by written notice in the event that:

- (a) Contractor is in material breach of any of its obligations,
- (b) Contractor becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) a petition in bankruptcy is filed by or in respect of Contractor or Contractor has entered into any compromise or voluntary arrangement with its creditors;
- (d) if in the sole opinion of Company, any of Contractor's personnel is not competent to perform any specified Services or is ill or incapacitated or works unethically or is otherwise unable to render the Services and Contractor has failed, after receiving notice thereof from Company, to replace such personnel within two (2) days, or in the event of any breach of this Agreement by Contractor's personnel such that Contractor will not be able to complete all or part of the Services according to any program or time for completion specified in the PO (as it may from time to time have been extended) or if no such time has been specified, within a reasonable time; or
- (e) Contractor has been prevented, impeded or hindered in the performance of this Agreement by reasons of Force Majeure for a period of five (5) days after the date of issue of a force majeure notice by either party to the other under Article 12.2.

9.2. The above-mentioned termination, however, shall not operate to relieve either party of any obligation of indemnity, defence, confidentiality or other obligation arising from or incidental to any services performed or in progress hereunder prior to or at such date of termination by Company of this Agreement.

## 10. Industrial property rights, know-how, confidentiality, tools

10.1. Contractor represents and warrants that its Goods and/or Services or their use by Company do not infringe the industrial property rights of third parties. Irrespective of Company's right to terminate this Agreement or to demand compensation in the event of such infringements of industrial property rights, Contractor shall indemnify Company against third party claims in this respect. Company is entitled, in accordance with the duty of a responsible businessman to exercise proper care, to obtain approval, at Contractor's expense, for use of the relevant product(s)/service(s)/work.

10.2. Contractor must not use Company's know-how and any information that has come to its knowledge in connection with the negotiation/execution of the PO (in particular through documents provided by Company) for its own purposes nor make such know-how and information available to third parties without Company's prior approval. Any documents provided by Company must not be reproduced without Company's approval and must be returned to Company without delay on completion or termination of the PO. Contractor is also required to impose these obligations on its employees (including consultants) and agents and on any subcontractors (of any tier) approved by Company under Article 8.

10.3. Contractor undertakes not to publish any information connected with performance of the Services or delivery of the Goods, without having obtained prior written approval from Company.

## 11. Drawings and other documents

11.1. Company shall be supplied free of charge with agreed construction drawings prior to the supply of Goods or commencement of the Services. Any additional costs incurred as a result of subsequent changes will be charged to Contractor. If changes are made to the specification, Contractor shall adapt the drawings accordingly at its cost.

11.2. The following must be handed over by Contractor to Company no later than on completion of the Services:

- (a) two copies of the final construction drawings in the form of as-built drawings (DIN series A, suitable for microfilm and on data carriers), including all documents required for operation, allowing Company in particular to instruct the supervisory and operating staff as well as to carry out repairs, effect the procurement of spare parts and undertake extensions and modifications;
- (b) all documents required for any official permits;
- (c) a detailed list of wearing parts as well as suitable codification documents for materials purchased for the first time, which make it possible to order spare parts and to identify the main wearing parts as well as standard and bought-in components and which include a constant updating service; and
- (d) materials and test certificates.

## 12. Force Majeure

12.1. The obligations of either party, except the payment of monies, shall be deferred during the time and to the extent that such party is prevented, impeded or hindered from performing its duties and obligations under this Agreement, in whole or in part, by reasons of an event of force majeure which is not reasonably foreseeable and is outside the reasonable control of the party affected, including without limitation Acts of God, war, blockade, requisitions, riots, insurrections, national strikes, boycotts, or the exercise of the rights of priority or control by any governmental authority, either for the purpose of war or national defence of governmental bodies or agencies, provided always that the party affected shall use all reasonable endeavours to overcome or mitigate the effects of force majeure.

12.2. Either party claiming force majeure shall give immediate notice to the other party including sufficient, detailed information as to the cause and the anticipated date the party expects the force majeure to be removed.

12.3. The party claiming force majeure shall take all affirmative action reasonably necessary to effect removal thereof; provided, however, the settlement of strikes and other labour difficulties or controversies shall be left entirely to the discretion of the employer-party faced therewith and nothing contained herein shall require any party to settle strikes or other labour difficulties or controversies by acceding to demands deemed to be unreasonable by such employer-party.

## 13. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 (the "Act") shall not apply to this Agreement unless Contractor is providing rental equipment or operating personnel hereunder, in which event the Act shall apply to the extent necessary to give effect to the indemnities contained in Article 17.

## 14. Governing law, legal venue, miscellaneous

14.1. This Agreement is governed by and construed in accordance with English law.

14.2. For the benefit of Company, the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

14.3. In the event of one of these provisions or part of any one provision being ineffective or being rendered ineffective, the remaining provisions or the remaining part of the provision shall remain effective.

## 15. Provision of Operating Personnel

15.1. Where the Goods consist of technical equipment ("Equipment"), Contractor will, if so specified in the PO, additionally supply the Services of personnel to operate and maintain such Equipment in good working order and fit for the purposes of this Agreement. Contractor's personnel shall perform the Services at such place(s) as Company may direct in accordance with the PO. The Services shall be performed as Company may request and to the satisfaction of Company.

15.2. Contractor shall employ only such personnel as are properly qualified, skilled and experienced in their respective trades or professions. At Company's request, Contractor shall provide a certificate of the personnel's qualifications.

15.3. If Contractor's personnel, through misconduct, or for any other reason are unsuitable or unable to perform the Services to the satisfaction of Company, then Company at its discretion (and without prejudice to its rights to terminate this Agreement under Article 9) may require their removal and Contractor shall provide replacement personnel acceptable to Company at no additional cost to Company as soon as reasonably practicable after receiving a request in writing from Company to do so.

15.4. Unless otherwise specified in the PO, Contractor's operating personnel shall be deemed to commence performance of their Services on the date of delivery to the Delivery Point of the Equipment they are to operate hereunder and shall continue to perform such Services until the same have been completed in accordance with this Agreement (or this Agreement has been sooner terminated as hereinafter provided) (the "Service Period").

15.5. Company will reimburse Contractor for the Services performed by Contractor's personnel in accordance with Article 7 at the daily charge-out rate(s) specified in the PO (the "Daily Rate"). Company shall pay Contractor the Daily Rate for each day or part day worked by Contractor's personnel throughout the Service Period, except during any period (pro-rated on the basis of a twenty four (24) hour day) when the Services cannot be performed due to the non-availability of Contractor's personnel or pending the repair or replacement of defective Contractor's Equipment pursuant to Articles 6.3. or 16.3.

15.6. In the event that the PO allows for travel expenses of Contractor personnel to be reimbursed, these shall be charged at cost, provided that original receipts are presented together with the invoice.

15.7. If travel includes an airfare, such costs shall be limited to an economy-class-round-trip-ticket (or business class if economy class is not available or in the event travel takes longer than six (6) hours).

15.8. Unless otherwise agreed in writing, travel time may not be invoiced but is deemed to be included in the agreed fees.

## 16. Equipment Rental

16.1. If Equipment to be supplied by Contractor under this Agreement is to be rented, the rental period shall commence at the time of delivery of Equipment to the Delivery Point and shall continue (unless this Agreement shall be sooner terminated under Article 9) until the time when such Equipment is returned by Company to an agreed location (the "Re-delivery Point") or made available for collection by Contractor (the "Rental Period").

16.2. Company will pay Contractor in accordance with Article 7 at the daily rental rate(s) specified in the PO for each day of the Rental Period (regardless of the actual times of delivery of the Equipment by Contractor to the Delivery Point and re-delivery by Company to the Re-delivery Point) subject, however, to Company's right to suspend payment in accordance with Article 16.4.

16.3. Contractor represents that all rental Equipment supplied hereunder shall be free from manufacturing defects and shall be fit for its intended purpose in accordance with the PO throughout the Rental Period. Contractor undertakes during the Rental Period to repair or replace, at its own expense and without delay, any Equipment that is identified and notified in writing to Contractor by Company as being defective or unfit for the purposes of this Agreement, all of the expenses resulting from such repair or replacement being for the Contractor's account.

16.4. Payment of the specified Equipment rental rate (together with the Daily Rate(s) of any associated operating personnel) shall be suspended during any period of non-availability of defective Equipment whilst awaiting repair or replacement pursuant to Article 16.3.

16.5. During the Rental Period, the Equipment will be at Company's risk of theft, loss or accidental damage and Company will insure against such risk in the full replacement value of such Equipment (at the time of any such theft, loss or accidental damage) as notified to Company by Contractor in writing.

16.6. Subject to the proviso set out below, Company will take proper care of Contractor's Equipment during the Rental Period and return it in good working condition (fair wear and tear excepted), provided however that Company shall have no responsibility whatsoever for the condition of Contractor's Equipment where Contractor is providing personnel hereunder to operate such Equipment, in which event such personnel shall be fully responsible for maintaining the Equipment in good working order and fit for its intended purpose in accordance with this Agreement throughout the Rental Period (and for promptly repairing or replacing any defective Equipment in accordance with Article 16.3 regardless of whether or not Company shall have formally notified Contractor of a defect in accordance therewith).

## 17. Indemnities

17.1. For the purpose of this Article 17:

(a) "Affiliate" shall mean any company which controls, or is controlled by, or which is controlled by an entity that controls, another company. Control shall mean the ownership directly or indirectly of more than fifty (50) percent of the voting rights in a company.

(b) "Gross Negligence" shall mean such an entire lack of care as to indicate a conscious indifference and reckless disregard for the safety of people and property and includes deliberate and/or wilful misconduct.

(c) "Contractor Group" shall mean Contractor and its Affiliates and subcontractors (of any tier) and its and their respective agents and employees (including consultants).

(d) "Company Group" shall mean Company and its co-venturers, Affiliates and subcontractors (of any tier), and its and their respective agents and employees (including consultants).

(e) "Third Party" shall mean any party not included in the definitions of Contractor Group and Company Group specified above in sub-Articles (c) and (d) of this Article 17.1.

### 17.2. Indemnity by Contractor

Contractor shall, save as otherwise herein specifically provided, defend, indemnify and hold Company (and Company Group) harmless from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury or death of any person employed directly or indirectly by Contractor (or by any member of Contractor Group) and damage to or destruction of any property or Equipment of Contractor (or of any member of Contractor Group), arising from or as a result of the performance of this Agreement related to the provision by Contractor of operating personnel or rental Equipment under this Agreement, from any cause whatsoever except in the case of the Gross Negligence of Company (or a member of Company Group) (or, in the case of personal injury, illness or death, the negligence of Company or any member of Company Group) in which case Contractor shall be liable (and shall indemnify Contractor and Contractor Group accordingly).

### 17.3. Indemnity by Company

Company shall save as otherwise herein specifically provided defend, indemnify and hold Contractor (and Contractor Group) harmless from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury and death of any person employed directly or indirectly by Company (or by any member of Company Group) and damage to or destruction of any property or Equipment of Company (or of any member of Company Group), arising from or as a result of the performance of this Agreement related to the provision by Contractor of operating personnel or rental Equipment hereunder, from any cause whatsoever except in case of the Gross Negligence of Contractor (or a member of Contractor Group) (or, in the case of personal injury, illness or death, the negligence of Contractor or any member of Contractor Group) in which case Contractor shall be liable (and shall indemnify Company and Company Group accordingly).

### 17.4. Third Parties

Contractor shall save as otherwise herein specifically provided indemnify and hold harmless Company from and against any and all claims by Third Parties in respect of personal injury or loss or destruction of any property which may arise out of or in the course of or by reason of the performance of this Agreement related to the provision by Contractor of operating personnel or rental Equipment hereunder and from and against any and all actions, proceedings, liabilities, losses, damages, costs and expenses whatsoever in respect thereof or in relation thereto if and to the proportionate extent any such personal injury, death or illness or damage to or loss or destruction of property is caused by any negligent act or omission on the part of Contractor (or any member of Contractor Group).

17.5. The indemnifying party shall also, at its sole cost and expense, investigate, handle, respond to and provide defence for any action, claim, demand or suit for which it gives indemnity herein.

17.6. Neither party shall be liable to the other party for loss of profits or for consequential damages (including, but not limited to, lost business opportunities and damages for failure to meet deadlines) incurred or sustained by the other party.

## 18. Insurance

18.1. If Contractor is supplying operating personnel or rental Equipment hereunder, Contractor shall, if so requested, provide Company with copy certificates evidencing insurances in accordance with Article 18.4. below.

18.2. In the event any claim is asserted which is subject to this Agreement for bodily injury or property damage, Company and Contractor agree to co-operate with each other, and to require their respective insurers to co-operate in order that such claims are resolved in a manner consistent with the allocation of risks provided herein.

18.3. Contractor is responsible for its personnel's travel and property insurances.

18.4. Unless otherwise stated in the PO, Contractor shall take out and maintain the following insurances which must provide valid insurance coverage remaining in force throughout the duration of the Service Period and/or the Rental Period, as applicable, under this Agreement:

(a) Comprehensive General Liability Insurance (bodily injury and property damage), to cover all liability assumed by Contractor in relation to the provision of operating personnel or rental Equipment under this Agreement. The limits of liability for such insurance shall be not less than Ten Million Euro (EUR 10,000,000), or equivalent value in Pounds Sterling combined single limit per occurrence and in the aggregate;

(b) Professional Liability Insurance covering any claim for damages arising out of the breach of professional duty stipulated in this Agreement by negligent act, error or omission. The limits of liability for such insurance shall be not less than Five Million Euro (EUR 5,000,000), or equivalent value in Pounds Sterling combined single limit per occurrence and in the annual aggregate;

(c) Insurance against claims by Third Parties in respect of loss, damage, death or bodily injury incurred by them arising out of or in connection with the use of owned, leased, non-owned and hired motor vehicles used for or in connection with the performance of the Services hereunder or the rental or delivery of rental Equipment hereunder;

(d) Workers' compensation and employers' liability insurance. Under no circumstances shall Company be liable for any lack of adequacy of such insurance and Contractor shall hold Company (and Company Group) safe and harmless in respect of any claims for damages of injured person(s); and

### (e) Product Liability insurance.

In respect of the insurances which Contractor is required to procure or have procured under this Article 18.4., Contractor shall ensure that:

- all insurances shall be effected with financially sound and reputable insurers;
- Contractor shall ensure that its insurers, and those of its subcontractors waive all rights of subrogation against Company and its co-venturers;
- no material alterations in form or content of the terms of any insurance as well as cancellation or expiration shall be made or allowed to occur during the continuation in force of this Agreement without Company's prior approval in writing;
- Contractor's subcontractors (of any tier) must meet Contractor's respective obligations as referred to in this Article 18.4; and
- all insurance relevant incidents shall be reported to Company.

## 19. Product Liability

19.1. If a claim under domestic or foreign product liability regulations is brought against Company on account of the defective condition of its product, the defect being caused by a product of Contractor, Company is entitled to demand compensation for such damage from Contractor to the extent that the damage is caused by Contractor's products.

19.2. Contractor shall indemnify Company from third party claims on account of such defective products and shall reimburse any expenditure arising from or in connection with a recall procedure carried out by Company on account of Contractor's defective product.

## 20. Taxes and Customs Duties

20.1. Contractor and Company shall each bear and promptly pay all taxes including but without limitation income/corporate taxes, duties, customs duties including surcharges, social security taxes, social insurance charges, fees, whatsoever arising as their own liability now or in the future out of or in connection with this Agreement. Therefore Contractor's prices and rates mentioned in this Agreement are inclusive of all such payments arising as a liability of Contractor.

20.2. If Company is required to pay any of Contractor's unpaid taxes, duties, customs duties including surcharges, social security taxes, social insurance charges, fees, interests, and other charges of whatever nature, Contractor shall reimburse Company for such payment, after presentation of documents evidencing such payments.

20.3. Notwithstanding the aforementioned, Company shall deduct from any payment due to Contractor under this Agreement all amounts, if any, so required by any governmental authority. Where such amounts are withheld, Company will use all reasonable efforts to furnish Contractor with the original receipts from the appropriate governmental authority evidencing such withholding as soon as possible.

20.4. Notwithstanding the aforementioned, Contractor's prices and rates mentioned in this Agreement are exclusive of value added tax (VAT) or turnover tax related to the Services.

The VAT or turnover tax treatment of the Services rendered under this Agreement shall be determined pursuant to the VAT or turnover tax laws of the jurisdiction where a taxable transaction for VAT or turnover tax purposes is deemed to take place. If VAT or turnover tax is payable by Contractor on any such transaction, Company shall pay to Contractor an amount equal to the VAT or turnover tax at the rate legally applicable from time to time. Notwithstanding the aforementioned, such amount shall only be required to be paid if and to the extent that Contractor provides Company with a valid VAT or turnover tax invoice (applicable in the jurisdiction of supply) in relation to that amount.

20.5. Where the Contractor is insolvent or otherwise persistently fails to remit VAT to the relevant tax authority and as a result Company is likely to be refused "input VAT" by the tax authority, Company shall not be required to pay the VAT component of the invoice.