

## 1. INTERPRETATION

Certain words and expressions used in, and principles of interpretation applicable to, these terms are defined or set out in clause 2 and if there is a conflict or inconsistency between any provision contained in these Conditions and any provision contained in an Order, except where provided to the contrary in the latter, these Conditions prevail to the extent of the conflict or inconsistency.

## 2. DEFINITIONS

<b>"Business Day"</b>	means a day (other than a Saturday, Sunday or a public holiday) when banks in are open for business;
<b>"Conditions"</b>	means the terms and conditions set out in this document;
<b>"Consequential Loss"</b>	means indirect losses and/or loss of production, loss of product, loss of use, loss of revenue, loss of profit, and/or loss of anticipated profit, and whether or not any of such losses were foreseeable at the time of entering into the Contract and including but not limited to any such losses incurred by the Customer in respect of the Employer;
<b>"Contract"</b>	means the contract between STR and the Customer for the provision of FMD Services in accordance with these Conditions;
<b>"Contract Price"</b>	means the total cost for the provision of the FMD Services under the Contract as specified in the Order and calculated on a time and materials basis in accordance with STR's standard fee rates;
<b>"Customer"</b>	means the person, firm or company who contracts with STR to purchase the Equipment or perform the FMD Services;
<b>"Customer Default"</b>	has the meaning set out in clause 5.2;
<b>"Customer Group"</b>	means the Customer, any subsidiary or holding company from time to time of the Customer and any subsidiary from time to time of a holding company of the Customer; and <b>"member of the Customer Group"</b> shall be construed accordingly;
<b>"Deliverables"</b>	means any report, print-out, documentation, data or information to be provided by STR following provision of the FMD Services as set out in the Scope of Work;

<b>"Employer"</b>	means any company, partnership, business or individual that contracts with the Customer for any work to which STR contributes whether on a sub-contracted basis or otherwise;
<b>"Equipment"</b>	means any apparatus, material or equipment (including all accessories supplied either as part of a kit or as standard with the main unit) required for the FMD Services as set out in the Order;
<b>"FMD Services"</b>	means the flooded member detection services performed or to be performed by STR to the Customer, as set out in the Scope of Work;
<b>"Force Majeure Event"</b>	has the meaning set out in clause 11.1;
<b>"Intellectual Property Rights"</b>	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Order"</b>	means the Customer's order for the FMD Services, as set out in the Customer's purchase order form or the Customer's written acceptance of STR's quotation, as the case may be;
<b>"Parties"</b>	means STR or the Customer as the context so requires and <b>"Parties"</b> shall mean both of them collectively;
<b>"Scope of Work"</b>	means the description or specification of the FMD Services, as set out in the Order;
<b>"STR"</b>	means Subsea Technology & Rentals Limited (registered in Scotland with company number SC404769);
<b>"STR Materials"</b>	has the meaning set out in clause 5.1; and
<b>"Visa Default"</b>	has the meaning set out in clause 6.5.

## 3. ACCEPTANCE

- 3.1 The Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2 The Order constitutes an offer by the Customer to engage STR to perform the FMD Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and the Scope of Work are complete and accurate.
- 3.3 The Order shall only be deemed to be accepted when STR issues a written acceptance of the Order, at which point the Contract shall come into existence. For the avoidance of doubt, no terms or conditions endorsed upon, delivered with or contained in the Order or other document will form part of the Contract.
- 3.4 The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of STR which is not set out in the Contract.
- 3.5 Any samples, drawings, descriptive matter, or advertising produced by STR and any descriptions or illustrations contained in STR's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment or FMD Services described in them. None of them shall form part of the Contract or have any contractual force.
- 3.6 In respect of Equipment and/or FMD Services, fitness for use is for the Customer to determine; no performance objective is expressed or implied by STR. The Equipment or FMD Services may appear to offer comparable or similar specifications to other suppliers' products or services but will not necessarily perform identically to or provide the same Deliverables as such other suppliers' products or service.
- 3.7 A quotation for the provision of FMD Services given by STR shall not constitute an offer. A quotation shall only be valid for a period of thirty (30) days from its date of issue and shall also be subject to availability of the Equipment and the personnel for the performance of the FMD Services.

## 4. PERFORMANCE OF FMD SERVICES

- 4.1 STR shall perform the FMD Services in accordance with the Scope of Work in all material respects.
- 4.2 STR shall use reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the FMD Services.

- 4.3 STR shall have the right to make any changes to the FMD Services and/or the Scope of Work which are necessary to comply with any applicable law or health and safety requirement, or which do not materially affect the nature or quality of the FMD Services and STR shall notify the Customer of any such event.
- 4.4 If the Customer fails to permit performance in accordance with any performance dates, payment for the FMD Services shall nonetheless be due in accordance with clause 7.
- 4.5 For the avoidance of doubt, STR will only undertake performance of FMD Services utilising the Equipment and shall not provide personnel only to operate any third party equipment in respect of FMD Services.

## 5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Scope of Work are true, complete and accurate;
  - (b) co-operate with STR in all matters relating to the FMD Services;
  - (c) provide STR, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as reasonably required by STR in order to perform the FMD Services;
  - (d) arrange for the mobilisation and demobilisation of STR's personnel and Equipment from the worksite designated in the Order, or where no worksite is designated in the Order, from and to STR's premises at Great Yarmouth;
  - (e) provide STR with such information and materials as STR may reasonably require in order to perform the FMD Services and ensure that such information is true, complete and accurate in all material respects;
  - (f) prepare the Customer's premises for the performance of the FMD Services;
  - (g) ensure that the Customer's premises comply with any applicable law or health and safety requirements;
  - (h) obtain and maintain all necessary licences, permissions and consents which may be required for the FMD Services before the date on which the FMD Services are to start; and
  - (i) keep and maintain all materials, Equipment, documents and other property of STR (**STR Materials**) in safe custody at its own risk, maintain the STR Materials in good condition until returned to STR, and not dispose of or use the STR Materials other than in accordance with STR's written instructions or authorisation.

- 5.2 If STR's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) STR shall without limiting its other rights or remedies have the right to suspend performance of the FMD Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays STR's performance of any of its obligations;
  - (b) STR shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the STR's failure or delay to perform any of its obligations as set out in this clause 5.2; and
  - (c) the Customer shall reimburse STR on written demand for any costs or losses sustained or incurred by STR arising directly or indirectly from the Customer Default.
- 5.3 The Customer warrants the accuracy of any drawing, design, specification or information supplied by the Customer or produced by third parties on behalf of the Customer to STR (including but not limited to information relating to the sea bed, subsea conditions, swells, tides, artificial obstructions, pipelines, cables and any geophysical conditions). The Customer shall indemnify STR against all liability incurred by STR as a result of any delay, impracticability, inefficiency, lack of safety or defect in the Equipment or FMD Services where any of these is due wholly or partly to any errors, omissions or discrepancies in any such drawing, design, specification or information.

## 6. QUALITY

- 6.1 STR warrants to the Customer that the FMD Services will be performed using reasonable care and skill and undertakes to provide sufficient personnel at all times to ensure the FMD Services are performed in accordance with the Contract.
- 6.2 Any Deliverables provided by STR shall be factual only and shall not include any interpretation (unless the Scope of Work specifically provides for any interpretation), commentary or recommendation. STR provides no warranty, and accepts no liability, in respect of the Deliverables nor in respect of any subsequent reliance on such Deliverables by the Customer.
- 6.3 STR shall ensure that all personnel employed in relation to the performance of the FMD Services shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice, including but not limited to, being fully certified for offshore working, handling of radioactive sources and specifically trained to deploy and operate the Equipment.

- 6.4 STR shall ensure that all personnel employed in relation to the performance of the FMD Services shall comply with applicable laws including immigration laws and, where required, shall use reasonable endeavours to ensure that such personnel are in possession of a valid work permit for the duration of the Contract.
- 6.5 If, notwithstanding STR's reasonable endeavours, STR's performance of any of its obligations under the Contract is prevented or delayed as a result of personnel employed in relation to the performance of the FMD Services not being in possession of a valid work permit for the duration of the Contract **(Visa Default)**:
- (a) STR shall without limiting its other rights or remedies have the right to suspend performance of the FMD Services until the Visa Default is remedied, and to rely on the Visa Default to relieve it from the performance of any of its obligations to the extent the Visa Default prevents or delays STR's performance of any of its obligations; and
  - (b) STR shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from STR's failure or delay to perform any of its obligations as set out in this clause 6.5.
- 6.6 STR warrants that on the date of commencement of the FMD Services, any Equipment shall:
- (a) conform in all material respects with its description in the Order; and
  - (b) be free from material defects and workmanship for the period of time required to complete the FMD Services.
- 6.7 STR shall not be liable for the Equipment's failure to comply with the warranty in clause 6.6 in any of the following events:
- (a) the Customer makes any further use, or allows any third party the use, of such Equipment;
  - (b) the defect arises because the Customer failed to follow STR's oral or written instructions as to the storage, transportation, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
  - (c) the defect arises as a result of STR following any drawing, design, specification or information supplied by the Customer or produced by third parties on behalf of the Customer (as set out in clause 5.3);
  - (d) the Customer alters or repairs such Equipment without the written consent of STR;
  - (e) the defect arises as a result of fair wear and tear, damage, negligence (of the Customer or a third party), or abnormal storage or working conditions; or

- (f) the Equipment differs from its description in the Order as a result of changes made by STR to ensure they comply with applicable statutory or regulatory requirements.
- 6.8 Except as agreed in writing by STR, the warranty in clause 6.6 shall not extend to Equipment (or any part of the Equipment) not manufactured by STR, in respect of which the Customer shall only be entitled to the benefit of the unexpired duration of any such warranty or guarantee as is given by the manufacturer to STR.
- 6.9 Except as provided in this clause 6, STR shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty in clause 6.6.
- 6.10 These Conditions shall apply to any repaired or replaced Equipment or re-performance of FMD Services supplied by STR.

## **7. CHARGES, PRICE AND PAYMENT**

- 7.1 Subject to the remainder of this clause 7, the charges for the FMD Services shall be the Contract Price.
- 7.2 In addition to the Contract Price, STR shall be entitled to charge the Customer for any expenses reasonably incurred by the personnel engaged in the performance of the FMD Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by STR for the performance of the FMD Services.
- 7.3 STR may, by giving notice to the Customer at any time before commencement of the performance of the FMD Services, increase the Contract Price to reflect any increase that is due to:
  - (a) any factor beyond STR's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
  - (b) any request by the Customer to change the date(s) when the FMD Services are to be performed or the Scope of Work; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give STR adequate or accurate information or instructions.
- 7.4 Following commencement of the FMD Services, STR reserves the right to amend the Contract Price to take account of any days on which performance of the FMD Services cannot occur due to:
  - (a) any breakdown, malfunction, damage or loss to the Equipment arising as a result of any action of the Customer or third party;



- (b) any delays (including but not limited to any overtime incurred in respect of personnel) for waiting on weather, third party providers of other equipment or services or for any other reason attributable to the Customer; or
  - (c) subject to the other provisions of the Contract, any other reason outwith STR's control but attributable to the Customer.
- 7.5 The Contract Price is exclusive of the costs and charges of packaging and insurance in respect of the Equipment which, where required in addition to STR's usual packaging and insurance, shall be invoiced to the Customer.
- 7.6 The Contract Price is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from STR, pay to STR such additional amounts in respect of VAT as are chargeable on the supply of the FMD Services.
- 7.7 STR may require the Customer to pay for the FMD Services either in whole or in part prior to delivery or performance, but otherwise may invoice the Customer for the FMD Services on or at any time after the completion of performance of the FMD Services.
- 7.8 The Customer shall pay the invoice in full and in cleared funds within thirty (30) days of the date of the invoice. Payment shall be made to the bank account nominated in writing by STR. Time of payment is of the essence.
- 7.9 If the Customer fails to make any payment due to STR under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% above the Bank of England's base rate per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after decree. The Customer shall pay the interest together with the overdue amount.
- 7.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). STR may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by STR to the Customer.
- 7.11 If the Customer fails to make any payment on the due date or if at any time prior to the date of performance STR has reasonable grounds to believe that the Customer will not be able to pay for the FMD Services in full on the due date for payment, STR shall have the right to demand from the Customer such security as STR may deem reasonable to secure payment and, in the absence of such security being offered to STR within such period as STR shall deem reasonable, STR may suspend or cancel performance of any FMD Services due to the Customer without further liability and the Customer shall indemnify STR in respect of any losses (including without limitation loss of profit) incurred by STR.



## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Contract shall be owned by STR.
- 8.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on STR obtaining a written licence from the relevant licensor on such terms as will entitle STR to license such rights to the Customer.
- 8.3 All STR Materials are the exclusive property of STR.
- 8.4 All pre-existing Intellectual Property Rights in the STR Materials is and remains the property of STR at all times.

## **9. TERMINATION**

- 9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or STR reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to STR, STR may cancel or suspend all further performance of FMD Services under the Contract or under any other contract between the Customer and STR without incurring any liability to the Customer and all outstanding sums in respect of the FMD Services performed for the Customer shall become immediately due.
- 9.2 For the purposes of clause 9.1, the relevant events are:
- (a) where the Customer fails to make payment in accordance with the Contract and has been afforded time to pay of not less than five (5) Business Days, from notification by STR of such failure to pay and warning of the risk of termination; or
  - (b) the Customer commits a material breach of any other term of the Contract and either such breach cannot be remedied or (if such breach can be remedied) fails to remedy that breach within a period of five (5) Business Days after being notified by STR to do so; or
  - (c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - (d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

- (e) a petition is filed, a notice is given or an order is made which places the Customer into sequestration or bankruptcy; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or
- (h) the holder of a floating charge over the assets of the Customer has become entitled to appoint or has appointed a receiver; or
- (i) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) any event analogous to (c) to (h) inclusive, occurs in relation to any other legal jurisdiction; or
- (k) the Customer's financial position deteriorates to such an extent that in STR's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (l) the Customer breaches, or STR has reason to believe the Customer has breached, any provision of clause 13; or
- (m) in accordance with Clause 11.4, where any force majeure event has subsisted for a period of fourteen (14) days.

9.3 Termination or expiry of the Contract shall not affect any rights, remedies or obligations of STR that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## **10. MUTUAL INDEMNITIES AND LIMITATION LIABILITY**

10.1 STR shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) personal injury including death of, or injury or disease to, any person employed by STR, arising from or relating to the performance of the Contract;
- (b) personal injury including death of, or injury or disease to, any person employed by any third party, or loss of or damage to the property of any third party, to the extent that an such personal injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of STR. For the purposes of this

clause 10.1(b), **“third party”** means any party which is not STR, the Customer or another member of the Customer Group; and

(c) loss of or damage to property of STR (other than the Equipment once it has been put into use) arising from or related to the performance of the Contract.

10.2 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless STR from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(a) personal injury including death of, or injury or disease to, any person employed by the customer or another member of the Customer Group, arising from or relating to the performance of the Contract;

(b) personal injury including death of, or injury or disease to, any person employed by any third party, or loss of or damage to the property of any third party, to the extent that an such personal injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer Group. For the purposes of this clause 10.2(b), **“third party”** means any party which is not STR, the Customer or another member of the Customer Group; and

(c) loss of or damage to property of the Customer or any other member of the Customer Group or the Equipment while in use, arising from or related to the performance of the Contract.

10.3 Except as provided by clause 10.2, STR shall save, indemnify, defend and hold harmless Customer Group from and against any claim of whatsoever nature arising from pollution emanating from STR's premises or property (excluding the Equipment while in use), relating to or in connection with the performance or non-performance of the Contract.

10.4 Except as provided by clause 10.1, the Customer shall save, indemnify, defend and hold harmless STR from and against any claim of whatsoever nature arising from pollution emanating from the property of Customer of any other member of the Customer Group or the Equipment, while in use (including any radioactive sources), arising from, relating to or in connection with the performance or non-performance of the Contract.

10.5 For the avoidance of doubt, Customer shall be responsible for fishing for and/or recovering any radioactive sources which may be lost overboard during the performance of the FMD Services.

10.6 If either Party becomes aware of any incident likely to give rise to a claim under this clause 10, it shall notify the other and both Parties shall co-operate fully in investigating the incident.

- 10.7 STR shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort, delict (including negligence), breach of statutory duty, or otherwise, for any Consequential Loss arising under or in connection with the Contract, however caused, even if foreseeable.
- 10.8 STR's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort, delict (including negligence), breach of statutory duty, or otherwise, and whether relating to the performance of the FMD Services, any Deliverable or otherwise shall in no circumstances exceed the Contract Price.
- 10.9 All exclusions and indemnities given under this clause 10, save for those under clause 10.1(b) and clause 10.2(b), shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party or any entity or party and shall apply irrespective of any claim in tort, delict, under contract or otherwise at law.
- 10.10 This clause 10 shall survive the termination of this Contract.

## 11. FORCE MAJEURE

- 11.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 11.2 Following notification of a Force Majeure in accordance with clause 11.1, both Party's shall meet without delay and in any event within seven (7) days from the date of the notice with a view to agreeing mutually acceptable course of action to minimise any effects of such occurrence.
- 11.3 Should the client fail to meet with STR within a period of seven (7) days from the date of the notice with a view to mutually discuss and agree an acceptable course of action to minimise any effects of such occurrence, STR has the right to suspend the work until a mutually agreed project recommencement date and or project termination, whichever comes first.

11.4 Should the client fail to meet with STR within a period of fourteen (14) days from the date of the notice with a view to mutually discuss and agree an acceptable course of action to minimise any effects of such occurrence, STR has the right to terminate the work in accordance with the terms of termination set out in these terms and conditions.

11.5 For the avoidance of doubt, the occurrence of any Force Majeure Event shall not relieve the Customer from its obligation to make payment.

## **12. GENERAL**

### **12.1 Assignment and other dealings**

- (a) STR may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of STR.

### **12.2 Notices**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2 (a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 12.3 Severance

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the remainder of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 12.4 Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 12.5 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by STR.

### 12.6 Confidentiality

A Party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its projects or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12.6 shall survive termination of the Contract.

## 12.7 Governing Law

The Contract, 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 English Law. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## 13. Business Ethics

### 13.1 The Customer shall:

- a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**");
- (b) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (c) promptly report to STR any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;
- (d) immediately notify STR (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract); and
- (e) if required to do so by STR, certify to STR in writing signed by an officer of the Customer, compliance with this clause 13 by the Customer and all persons associated with it pursuant to clause 13.2 below. The Customer shall provide such supporting evidence of compliance as STR may reasonably request.

### 13.2 The Customer shall ensure that any person associated with the Customer who is providing any other goods and/or services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this clause 13 (the "**Relevant Terms**"). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to STR for any breach by such persons of any of the Relevant Terms.



- 13.3 For the purpose of this clause 13, the meaning of adequate procedures and foreign public official and whether a person is "**associated**" with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 13.3 a person "**associated**" with the Customer includes but is not limited to any subcontractor of the Customer.