

1. Definitions

In these Company's standard Terms & Conditions: "Acceptance" has the meaning assigned to it in clause 3.5; "Affiliate(s)" means in relation to a Party an entity that controls or is controlled by a Party or an entity that is controlled by the same entity that controls a Party; "Claims" shall mean any and all claims, liens, judgments, awards, remedies, debts, liabilities, damages, costs (including legal costs), losses, expenses or causes of action of whatever nature; "Company" means Magellan Limited as defined in the Purchase Order and the beneficiary of the Work provided by the Supplier; "Company Group" means the Company, its Affiliates, its and their co-venturers and its and their respective Personnel; "Consequential Loss" means: i) consequential or indirect loss under English law; and ii) loss of production, revenue, use or profit and in each case whether direct or indirect and whether or not foreseeable at the date of the Purchase Order; "Days" means calendar days; "Delivery" means that the Goods are handed over, made available and delivered according to Incoterms 2010 or that the Services are completed at the Location in accordance with the Purchase Order and "Delivered" shall be construed accordingly; "Delivery Date" means the date by which the Work must be Delivered, as stated in the Purchase Order; "Goods" means the articles, documentation, materials, and/or equipment to be purchased by the Company in accordance with the Purchase Order; "Gross Negligence" means any act or failure to act which substantially deviates from a diligent course of action and/or which is in reckless disregard of harmful consequences; "Location" means the place where the Work is performed as specified in the Purchase Order or, if not so specified, as subsequently specified by the Company to the Supplier; "Personnel" means the directors, officers, employees, invitees and agents of a Party or a Third Party, as the case may be; "Party" means the Company or the Supplier and "Parties" means the Company and the Supplier collectively; "Price" means the total consideration payable by the Company for the supply of the Work by the Supplier, as stated in the Purchase Order; "Purchase Order" means the written order for the Work issued to the Supplier and to which the Terms & Conditions are included by reference; "Services" means the services to be performed by the Supplier in accordance with the Purchase Order, including, for clarification purposes, the supply of goods, material and equipment under leasing arrangements; "Specifications" means the quality and quantity details such as format, methods, standards, performance levels and measurements to be complied with for the supply of the Work; "Supplier" means the person or entity named in the Purchase Order to supply the Work including its permitted successors and assignees; "Terms & Conditions" means the foregoing Company's standard terms and conditions pursuant to which the Work shall be performed and which shall not be amended or modified without the express written consent of the Company; "Third Party" means any corporate entity other than the Company Group, the Supplier or any corporate entity party to a contract with the Supplier or the Company Group; "Wilful Misconduct" means any intentional or wanton conduct or reckless act or omission constituting, in effect, a wilful, intentional, conscious, reckless and/or utter disregard of any provision of the Purchase Order or of good industry practices; and "Work" means the Goods and/or Services, as the case may be, provided by the Supplier to the Company in accordance with the Purchase Order and these Terms & Conditions.

2. Acceptance of Purchase Order and Binding Terms

2.1 The Purchase Order together with the Terms & Conditions shall apply between the Parties and represent the whole agreement between them in respect of the provision of the Work and supersede all previous and other agreements or representations between the Parties relating to the subject matter.

2.2 Notwithstanding clause 2.1 above, in the event that a Purchase Order is issued for Work to be provided by the Supplier and the Parties are already party to a separate written agreement such as, but without limitations, a master agreement, a services or supply agreement or any other agreement of any nature intended to regulate the supply of said Work whether supported by a work order or not, the terms and conditions of said agreements shall prevail over the Terms & Conditions.

2.3 In the event of any conflict or inconsistency between the Purchase Order and the Terms & Conditions, the Purchase Order shall prevail, save and except for clauses 2, 4, 5.1, 5.3, 5.4 and 5.5 hereof which shall prevail over the Purchase Order.

2.4 None of the Supplier's terms and conditions shall apply to any transaction between the Parties except if expressly agreed in writing by the Parties and any reference to the Supplier's commercial offer in the Purchase Order shall be deemed to exclude any contractual terms and conditions contained therein in conflict with the terms of the Purchase Order.

2.5 The Purchase Order will constitute a valid contract between the Parties and the Supplier will be deemed to have accepted the Purchase Order at the earliest of: i) the receipt by the Company of a written acceptance or acknowledgement thereof by the Supplier; ii) the commencement of the Services (including mobilisation) or shipment of the Goods; or iii) the receipt by the Company of the Supplier's invoice for the Work.

3. Rights & Obligations of the Parties

3.1 The Supplier shall provide the Work to the Company as specified in the Purchase Order and subject to the provisions of the Terms & Conditions.

3.2 Delivery of the Work shall be at the Location and shall include all relevant shipment and other documentation. All manuals and other instructions shall be in the English language. The Supplier shall be responsible for obtaining all export and import rights, authorizations and licenses necessary for the Delivery of the Work.

3.3 The Company or its Personnel may inspect the Work before, upon or after Delivery to ensure conformity with the Terms & Conditions and the Specifications and it shall be granted access to the Location for such purpose if required. Neither such inspection nor omission thereof shall relieve the Supplier from the performance of any of its obligations under the Purchase Order. The Supplier shall keep the Company informed of progress in completing the Work and, where appropriate, (at its own initiative or at the request of the Company) provide the Company with progress reports regarding the Work.

3.4 The Supplier shall ensure that the Goods are properly packed, secured and labelled in accordance with accepted good industry practices and all Specifications, if applicable. To the extent that the Goods contain toxic, corrosive or hazardous materials, then without prejudice to clause 4.1 paragraph f), the Supplier shall ensure that a notice to that effect accompanies each consignment together with appropriate care and handling instructions.

3.5 The Work will be accepted or deemed accepted if, following a reasonable inspection opportunity the Company: i) signifies its acceptance of the Work to the Supplier; or ii) fails to reject or oppose acceptance of the Work after a reasonable period of time (the

“Acceptance”). Defective, damaged or otherwise nonconforming Work may be rejected by the Company in which event the Company may rely on the remedies stipulated at clause 5.3. The Acceptance shall be without prejudice to the Company’s remedies for defects, damages, breaches or nonconformities not initially identified at Delivery.

3.6 Save for goods, material and equipment supplied to the Company under leasing arrangement, title in and to the Work shall pass to the Company at the earlier of Delivery and payment and, subject to compliance with clause 5.1, risk of loss shall pass to the Company upon Delivery.

3.7 Unless otherwise set out in the Purchase Order and except for intellectual property duly owned by the Supplier prior to the performance of the Work, all intellectual property rights in any designs, reports, drawings, data and other technical information relating to and derived from the performance of the Work shall become and remain the Company’s exclusive property.

3.8 The Supplier shall procure at its own cost its own equipment, Personnel and material for the performance of the Services and ensure that it is kept in good working condition.

3.9 The Work shall be Delivered at or before the Delivery Date and time shall be of the essence for the performance of the Work.

3.10 The Supplier shall seek all information relevant and necessary for the supply of the Work and promptly inform the Company of any actual or potential problem that may affect or compromise it.

3.11 The Supplier shall be solely responsible for the employment and conditions of work of his Personnel.

3.12 The Company shall have the right to refuse or reject, at any time and without justification, any of the Supplier’s Personnel, which Personnel shall be replaced as soon as reasonably feasible.

3.13 The Supplier and its Personnel shall, while at the Location, comply with the Company’s policy for health, safety and environment matters as well as with all applicable laws and regulations.

3.14 All Goods, goods, material and equipment provided by the Supplier shall be suitable and fit for their intended purposes.

3.15 The Supplier shall be responsible to procure, obtain and maintain, at its own cost, all permits, visas and other authorizations (including, without limitations work related authorizations for the Supplier’s Personnel) necessary for the supply of the Work in compliance with all applicable laws.

4. *Indemnity*

4.1 The Supplier shall at all times be responsible for and shall defend, indemnify and hold the Company Group harmless from and against any and all Claims, arising out of or in any way relating to one or more of the following:

- a) death of or personal injury to any Personnel of the Supplier;
- b) loss of or damage to the property of the Supplier (whether owned, hired, leased or otherwise provided for the purposes of or in connection with the Work);
- c) loss of or damage to the property of any person or entity (other than the Company) who is a party to a contract with the Supplier for the purposes of or in connection with the Work;
- d) death of or personal injury to any person from an entity (other than the Company) who is a party to a contract with the Supplier for the purposes of or in connection with the Work;
- e) subject to clause 4.2 death of or personal injury to the Personnel of a Third Party and loss or damage to property of a Third Party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier;
- f) any pollution caused in the course of the Supplier’s performance of the Work or otherwise in breach of its obligations hereunder;
- g) loss of or damage to the property of the Company Group where such property is in the custody and/or control of the Supplier;
- h) any alleged or actual infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the Work; and
- i) the salary, benefits or any other form of compensation owed and/or earned by the Supplier’s Personnel.

4.2 The Company shall at all times be responsible for and shall defend, indemnify and hold the Supplier harmless from and against any and all Claims, arising out of or in any way relating to one or more of the following: a) death of or personal injury to any Personnel of the Company Group; b) subject to clause 4.1 paragraph g), loss of or damage to the property of the Company Group; and c) subject to clause

4.1 death of or personal injury to the Personnel of a Third Party and loss or damage to property of a Third Party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of the Company Group.

4.3 Save in respect of clauses 4.1 paragraph e) and 4.2 paragraph c), the aforesaid indemnities and exclusions shall apply irrespective of cause, whether in tort, contract or otherwise at law and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party.

4.4 Notwithstanding any provision to the contrary in the Purchase Order but subject to clause 4.5, neither Party shall be liable to the other for any Consequential Loss it has incurred or suffered and each Party shall at all times indemnify, defend and hold harmless the other against its own Consequential Loss, irrespective of the negligence and/or breach of duty (statutory or otherwise) of the Party to be indemnified.

4.5 Notwithstanding anything to the contrary in the Purchase Order, the Supplier shall bear full responsibility for its own Gross Negligence or Wilful Misconduct and in no event will the Company be required to release or indemnify the Supplier for the Supplier’s Gross Negligence or Wilful Misconduct.

5. *Representations & Warranties*

5.1 The Supplier represents and warrants to the Company as follows:

- a) the Work will be free of any and all defects and comply with the Specifications including, where stated, requirements as to quantity,

quality and fitness for purpose. Where the Purchase Order does not stipulate Specifications, the Work shall adhere to the prevailing industry standards and be fit for purpose;

b) the Goods will be free from any right of claim by any Third Party;

c) the Services shall be executed with all due care and skills by suitably qualified, competent and experienced Personnel; and

d) the Work shall comply at all times and in all respects with applicable laws and regulations which may be in force at the time.

5.2 The Supplier's representations and warranty obligations under this clause 5 shall cease twenty-four (24) months after Acceptance of the Work.

5.3 In the event that the Work or any part thereof is found nonconforming with the Specifications or the Terms & Conditions other than as a result of default or negligence of the Company, the Supplier shall, at its own expense (including all transportation related cost notwithstanding the agreed Incoterms for the Delivery) and at the Company's sole option: i) provide a full refund upon return of the Goods; and/or ii) repair or replace the Goods in a manner to ensure conformity with the Specifications; or iii) re-perform the Services within such time as the Company may reasonably specify. Should the Supplier fail to re-perform the Services as specified, the Company shall be entitled to procure performance of the nonconforming Services from a Third Party or execute it itself at the Supplier's expense in which case the Supplier's total liability shall be limited to the Price.

5.4 For the avoidance of doubt, the Supplier shall not be liable for any defect, damage or loss of the Work resulting from the failure of the Company to use the same in accordance with any specific operating conditions set out in the Purchase Order.

5.5 The Supplier shall provide the Work at the Location, on the Delivery Date. If the Supplier is unable to provide the Work by the Delivery Date, the Company (without prejudice to its other rights and remedies at law or otherwise) shall be entitled to recover from the Supplier liquidated damages, representing a genuine pre-estimate of loss and not a penalty, equal to (unless provided otherwise in the form of Purchase Order) two percent (2%) of the Price for each full week the Work is delayed, to a maximum equal to ten percent (10%) of the Price.

6. Insurance

The Supplier shall take out and shall maintain employer's liability insurance, repatriation insurance for its Personnel (as applicable) and general liability insurance in adequate amounts to cover all Claims arising from or in connection with its performance of the Work. The Supplier shall provide the Company with copies of its insurance policy certificates upon request.

7. Variations

The Company may, at any time, upon written notice to the Supplier, make changes to the Purchase Order. In the event the Parties anticipate that such changes will directly affect the Price (whether by way of increase or decrease) and/or the Delivery Date (whether by way of shortening or extending it), the Parties shall meet and discuss in good faith an equitable and proportionate adjustment to the Price and/or Delivery Date. The Supplier shall be obliged to continue providing the Work in accordance with the Purchase Order during any discussions to vary the same and, any agreement to do so in accordance with this clause 7, shall be without prejudice to the rights and obligations of the Parties in respect of the unchanged elements of the Purchase Order. Should the Parties fail to agree on the adjustment of Price and/or Delivery Date only, the matter shall be brought to and resolved, within thirty (30) Days by an independent expert chosen and paid by both Parties.

8. Termination

8.1 The Company may terminate the Purchase Order at any time by written notice to the Supplier if:

a) the Supplier is in breach of the Purchase Order and thereafter fails to remedy such breach following receipt of a notice to that effect within the cure period stated therein; or

b) the Supplier enters into liquidation or has a receiver appointed over any of its assets or becomes subject to an administration order or any other insolvency proceedings or, (being an individual or partnership) becomes apparently insolvent, bankrupt or makes any agreement with its creditors or ceases or threatens to cease to carry on business.

The Company's liability to the Supplier in the event of such termination shall be limited to payment for the Work Delivered in accordance with the Purchase Order up to the date of termination and which is not yet paid for.

8.2 The Supplier may terminate the Purchase Order by written notice to the Company if:

a) the Company is in material breach of the Purchase Order; and

b) the Company fails to remedy said breach within thirty (30) Days of receipt of the Supplier's written notice to that effect.

8.3 The Company may terminate the Purchase Order forthwith in the event that the Supplier is found to be in breach of Company policies and/or procedures and the Company shall not be liable to the Supplier to pay for any Work or otherwise for breach of contract, tort or any other cause of action in the event of such termination.

8.4 The Company may, at any time, give written notice to the Supplier to terminate the Purchase Order forthwith and in such event the Company shall pay, and the Supplier shall accept, in settlement of all Claims under the Purchase Order, the Price for the Work (or relevant parts thereof) Delivered and any direct cost reasonably and properly incurred or suffered by the Supplier in giving effect to such termination, provided however that the Company's liability under clause 8.4 shall be subject to the Supplier's duty to mitigate its losses and shall not in any event exceed the Price.

9. Price & Payment

9.1 Unless stated otherwise in the Purchase Order, the Price is exclusive of VAT (or equivalent taxes) but includes all other taxes, tariffs, duties and charges as applicable. Where withholding tax is applicable, the Company shall be responsible for payment of same to the relevant authorities and, though the invoice submitted to the Company shall be inclusive of applicable withholding tax, the amount paid to the Supplier shall be exclusive of any withholding tax amount.

9.2 The Supplier shall invoice the Company for the Work after Delivery and in any event no later than ninety (90) Days thereafter and the

Company shall pay the undisputed part of the Supplier's invoice, in the currency stated in the Purchase Order, within thirty (30) Days end of month of receipt of said invoice.

9.3 On settlement of any disputed invoices (or part(s) thereof) the Supplier shall submit an invoice for the part(s) of the Price due and the Company shall pay the same in accordance with clause 9.2.

10. *Disputes and Governing Law*

10.1 The Purchase Order shall be governed by and construed in accordance with English laws.

10.2 If a dispute arises out of or is in connection with the Purchase Order, the Parties shall try to settle the dispute amicably. If no settlement has been reached (whether or not a meeting has taken place) within thirty (30) Days of receipt of written notification by one Party to the other that a dispute exists, then: i) in the event that the Supplier is not incorporated and existing under the laws of England, either Party shall be entitled to commence arbitration pursuant to the rules of arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules which are deemed to be incorporated by reference to the Terms & Conditions. The place of arbitration shall be London, U.K. and the arbitration shall be conducted in the English language; and ii) in the event that the Supplier is incorporated and existing under the laws of England, either Party shall be entitled to submit the dispute to the exclusive jurisdiction of a competent court in London, U.K.

11. *Force Majeure*

Neither Party shall be liable for any delay or failure to perform any of its obligations if and to the extent such delay or failure is wholly and directly caused by Force Majeure. For the purposes of these Terms & Conditions, Force Majeure is an unforeseeable event not within the control of the affected Party, the occurrence of which, by the exercise of reasonable diligence, the affected Party is unable to prevent and which falls within one or more of the following categories: war, natural emergency, riot, civil commotion, revolution, acts of terrorism, acts of God, flood, fires, earthquakes, tempests and epidemics.

12. *General*

12.1 The Supplier shall not assign or sub-contract any of its obligations (or any part(s) thereof) under the Purchase Order at any time to a Third Party without the Company's prior written consent. In the event of such assignment or sub-contract the Supplier shall remain jointly liable for the performance of the Work (or any part(s) thereof) assigned or sub-contracted. However, the Company may assign the Purchase Order (or any part(s) thereof) to its Affiliates.

12.2 The Parties shall keep the Purchase Order and any information, which either Party learns about the other, in strict confidence and shall not disclose the same to any Third Party without the prior written consent of the other Party. For clarification purposes the affiliates of the Company shall not be considered a third party for the purposes of this clause 12.2.

12.3 Except for the Company Group under clauses 4.1 and 4.2, no party or person who is not a party to the Purchase Order shall be entitled by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Purchase Order or these Terms & Conditions.

12.4 Failure to exercise, or any delay in exercising, any right or remedy provided for hereunder or by law shall not constitute a waiver of that right or any other right or remedy, nor shall it preclude or restrict any further exercise of that right or any other right or remedy.

12.5 Nothing in this Purchase Order is intended to or shall be deemed to constitute a partnership or joint venture of any kind between the Parties.

12.6 Any notice required to be given hereunder shall be in writing and shall be delivered personally, or sent by facsimile, pre-paid first-class post, recorded delivery or commercial courier to the relevant Party's address as noted in the Purchase Order.

12.7 Notwithstanding anything to the contrary contained herein, clauses 4 and 5 shall survive termination of a Purchase Order.