

These Guidant Standard Product and Incidental Services Terms and Conditions (the “Terms”) are applicable to any purchase order, service order, contract, agreement or equivalent legal document, whereby a Measurement entity is selling Products or Products and Services, as defined below (the “Order”). The Measurement entity shall be referred to as “Seller” throughout these Terms, while the party purchasing the Products and/or Services shall be referred to as the “Buyer”. The Terms shall constitute an integral part of the Order and shall be the only terms and conditions applicable thereto. Seller hereby rejects any terms and conditions submitted by Buyer in any manner whatsoever different to the Terms. No modification of the Terms shall be binding on the Seller unless agreed to in writing by Seller and specifically labeled as a modification.

“Product” or “Products” means products of Seller’s manufacture. “Service” or “Services” means service incidental to the installation of the Products and/or technical assistance related to those Products, on an as needed basis. “Services” does not mean service on a routine, scheduled or ongoing basis. Any service arrangement for service on a routine, scheduled or ongoing basis shall be covered by a separate agreement.

#### ARTICLE 1 – DELIVERY AND TRANSFER OF RISK AND LOSS

**1.1** Deliveries are scheduled after order receipt and clarification of required technical information, including Buyer approval of drawings when required. Delivery to a carrier shall constitute delivery to Buyer. Buyer must immediately inspect or provide for immediate inspections upon delivery, and in any event within fifteen (15) days after receipt of the Products. Buyer shall be deemed to have accepted the Products, free of defects, unless Seller is notified of a defect claim within such period of time. Seller shall be released from any delivery time obligations if: (a) information, including but not limited to, data, drawings, schemes, or diagrams, necessary for Products and/or Services design, manufacture, supply or delivery is not timely received from Buyer, is incomplete, or contains inaccuracies which prevent on-time delivery; and/or (b) Buyer fails to perform any of its obligations under the Order, including the obligation to perform any payments; and/or (c) unanticipated or unforeseen product tests, controls or inspections must be conducted, and/or (d) Buyer requests variations; and/or (e) circumstances outside of Seller’s control prevent from on-time delivery.

**1.2** If the Buyer specifies delivery at a Seller facility, the following terms shall apply: (1) Title to the Products sold hereunder and delivered to a Seller facility (“Buyer-Owned Goods”) has passed to Buyer on delivery to the Seller facility, if not earlier per the stated delivery terms; (2) the Risk of loss of or damage to Buyer-Owned Goods has passed to Buyer on delivery to the Seller facility, if not earlier per the stated delivery terms; (3) Buyer-Owned Goods may not be returned without Seller’s express written consent; (4) Seller shall take reasonable measures to identify and segregate such Buyer-Owned Goods from Seller’s inventory, and shall not use such Buyer-Owned Goods for its own account; (5) Seller holds such Buyer-Owned Goods as a bailee, and shall have no liability in excess of a bailee’s liability at law; (6) Seller has no obligation to insure Buyer-Owned Goods; (7) payment for Buyer-Owned Goods shall be per the payment terms hereof, and shall not be contingent upon future services to be provided by Seller, if any; and (8) the Buyer has full ownership of such Buyer-Owned Goods, and may remove such Products from Seller’s facility upon reasonable notice to Seller.

**1.3** Unless anything else is agreed to the contrary between the parties, delivery shall be EXW (latest INCOTERMS), at a Seller’s designated facility. If the Products are ready to be delivered, but Buyer is not ready to receive them according to the Order delivery schedule and INCOTERM, the Products will be put in storage in Seller’s or other suitable facility at Seller’s choice, and Buyer will pay for any storage, handling, preservation, maintenance, insurance, and reconditioning costs. Buyer shall also pay for any transportation and insurance costs required to bring the Products to any storage facility, and back to a Buyer designated facility, once Buyer is ready to receive the Products. The warranty shall start when the Products are put into storage, irrespective of the INCOTERM. Also, and notwithstanding anything else to the contrary in the Terms and/or the Order, the entire purchase price shall be due and payable within thirty (30) days after the Products are put into storage and the additional provisions of article 5 shall apply.

**1.4** Title to the Products and/or Services supplied hereunder, and to any

additions, replacements, substitutions and accessories thereto, will transfer from the Seller to Buyer when the Buyer pays the full Order price, plus accrued interest, if any, or on delivery of the Products, whichever occurs first. The risk of loss of or damage to the Products shall pass from Seller to Buyer in accordance with the agreed delivery term (latest INCOTERMS). It is agreed by the parties that the risk of loss or destruction of, or damages to any equipment rented or leased to Buyer, will be transferred to Buyer, on Buyer receipt of such equipment. At all times, the title of such rental/leased equipment remains with the Seller.

#### ARTICLE 2 – DELAYS

If Seller is in delay with respect to delivery of the Products or parts thereof in accordance with the agreed delivery schedule, Seller shall pay to Buyer as liquidated damages and not as a penalty, an amount equivalent to point zero five percent (0.05%) of the contractual value of the delayed Product per day of delay. Seller’s cumulative liability for liquidated damages under the Order is further limited to five percent (5%) of the initial Order price. The obligation of daily payment of liquidated damages is limited to the extent that Buyer is incurring a real delay and actual losses or damages in the overall project execution, and in any case subject to a fifteen (15) days grace period calculated from the agreed delivery date. It is agreed that the payment of such liquidated damages shall be considered by the parties as a genuine pre-estimate of the loss Buyer may incur due to delay. The liability for liquidated damages contemplated in this clause constitutes Buyer’s sole remedy towards Seller for delay under the Order or at law.

#### ARTICLE 3 – WARRANTIES

**3.1** Seller warrants the Product against defects in materials or workmanship, which could be discovered and remedied having regard to sound and generally accepted engineering and construction practices as at the time of the Order for the period expiring either twelve (12) months from the date of installation of the Product into service or eighteen (18) months from the delivery to Buyer, whichever occurs sooner, provided that:

- (a) the defect is reported in writing by Buyer to Seller within the warranty period and no later than fifteen (15) days from its discovery;
- (b) the defect prevents the Product from being used as per the Product specifications of design and manufacture;
- (c) the Product is handled, transported from the point of delivery to its ultimate destination, stored and maintained in accordance with Seller’s recommendations;
- (d) the Product is used within the service conditions, environment and pressure range for which the Product was designed and manufactured;
- (e) the Products are not subject to misuse, neglect or accident; and
- (f) the defects do not arise out of mistakes in Buyer’s drawings, specifications or instructions.

**3.2** The warranty hereby provided by Seller shall extend to the repair or replacement, at Seller’s professional discretion, of the defective Products.

**3.3** No warranty shall be provided on the performance of Services by Seller. In connection with the installation, fitting or maintenance of the Product, Seller shall not incur any warranty, guarantee or liability for the performance of such Service.

**3.4** Any part of any Product replaced or repaired by Seller is warranted for twelve (12) months from the completion of the repair or the date of the replacement, the said warranty applying only to the part of the Product repaired or replaced. However, in no event shall the total warranty period, exceed thirty-six (36) months from the original date of delivery to Buyer of such Product.

**3.5** Seller’s warranty shall not include the removal and/or installation of the defective Products, and Buyer shall, at its own costs and risk, remove and deliver the defective Product to Seller’s designated premises. In the same manner, Buyer shall be responsible for the costs of transportation of the repaired or new Products to Buyer’s facility or destination.

**3.6** The warranty hereby provided is intended exclusively for the benefit

of Buyer. Seller shall not be liable for the use of the Product by a third party of Buyer's choice or third party in general, and Buyer agrees to indemnify, defend and hold harmless Seller Group (as defined below) from and against all claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities and attorneys' fees) arising out of warranty defects in Product used by a Buyer-appointed third party, or any third party in general.

**3.7** The express warranty set out in this Article is exclusive of any other warranties. Any and all other express or implied warranties or representations, including warranties of merchantability, fitness for a particular purpose, and of workmanlike performance, are hereby excluded. There are no warranties which extend beyond those provided in this Article. Seller's sole liability and Buyer's sole remedy in respect of defective Product/Service shall be those stated in this Article.

#### ARTICLE 4 – VARIATION ORDERS

**4.1** No modification, alteration, suspension or variation to the Order and the Terms may be made unless agreed in writing by Seller and Buyer.

**4.2** Seller shall have the right to a variation for an extension of time and cost if not granted free and unrestricted access to all sites where any work necessary in connection with the Products and/or Services is to be performed, in accordance with the agreed schedule/execution plan.

**4.3** Seller reserves the right to discontinue the manufacture of or change or modify any Product design or construction. Seller's Product, designs, dimensions and weights as shown in Seller's catalogs are subject to variation.

**4.4** If after the date of the Order, any laws, statutory instruments, bylaws, codes or other such regulations enter into force and cause additional costs to Seller in carrying out the Order, such additional costs shall be incurred by Buyer and the price payable to Seller by Buyer for the Products and/or Services shall be adjusted accordingly. This shall also be applicable to unexpected increases in the commodity market, which result in an increase of the costs.

#### ARTICLE 5 – PAYMENT

**5.1** Unless otherwise stated in the Order, payment is to be made within thirty (30) days from the date of Seller's invoice, in accordance with the milestone payments of the Order.

**5.2** In the event Buyer fails to pay any of Seller's invoices, Seller reserves the right to suspend the performance of its obligations under the Order after fifteen (15) calendar days from the due date of payment. Buyer shall compensate Seller for all documented expenses incurred in relation to such suspension. In addition, late payment interest shall accrue at a rate of one-point five percent (1.5%) per month until full payment is done.

**5.3** Should the invoice continue to remain unpaid for a period exceeding ninety (90) calendar days from the due date of payment, Seller shall be entitled to terminate the Order, and Buyer shall compensate Seller for all its expenses incurred in relation to such termination, including all amounts due for the work done by Seller and its subcontractors in connection with the Order.

**5.4** Seller shall invoice Buyer the full Order price and for any additional expenses incurred by Seller when delivery is suspended pursuant to Buyer's actions, omissions or written instructions.

#### ARTICLE 6 – TAXES

**6.1** Buyer shall pay, reimburse Seller, or provide a valid Tax Exemption Certificate for all federal, state, county or municipality, compensating intangible, gross income or like taxes applicable to the Order, now or hereafter in effect, except for taxes imposed directly and measured upon Seller's net income and on its employees.

**6.2** Seller's price is exclusive of all applicable, sales, use, excise, value added tax (VAT), goods and services tax (GST) and/or similar end user transaction and consumption taxes. Any of the foregoing such taxes shall be separately stated and invoiced in addition to the quoted price.

**6.3** Buyer shall be responsible for and pay all import/export taxes,

duties, fees, stamp duties and associated costs incurred in respect of this Order.

#### ARTICLE 7 – LIABILITIES AND INDEMNITIES

**7.1** Seller agrees to indemnify, defend and hold harmless Buyer Group from and against any and all claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities and attorneys' fees) and causes of action on account of loss or damage to any Seller Group property, whether owned hired or leased and disease or injury (including death) to any Seller Group personnel, arising out of the performance of the Order and whether or not occasioned by the sole, concurrent or partial negligence, fault, contractual undertakings or strict liability of Buyer Group. Notwithstanding the indemnity provisions above, Buyer shall be liable for and indemnify Seller from and against all loss or damage to Seller's rental equipment whilst in Buyer's care and custody, as well as any loss or damage caused by Seller's rental equipment to any of the parties' and its respective Groups property or personnel while in Buyer's care and custody. Seller shall, however, be liable for fair wear and tear and any damage to rental equipment caused by Seller.

**7.2** Buyer agrees to indemnify, defend and hold harmless Seller Group from and against any and all claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities and attorneys' fees) and causes of action on account of loss or damage to any Buyer Group property, whether owned hired or leased, and including any loss or damage to the wellbore, reservoir or productive formation, and disease or injury (including death) to Buyer Group personnel arising out of the performance of the Order and whether occasioned by the sole, concurrent or partial negligence, fault, contractual undertakings or strict liability of Seller Group.

**7.3** Seller shall release, defend, indemnify and hold harmless Buyer Group up to a maximum amount equal to United States Dollars Five Hundred Thousand (USD 500,000), for sudden and accidental pollution or contamination arising above the surface of the land or water and which originates directly from Seller's equipment, equipment which is wholly within Seller's control. Buyer shall release, defend, indemnify and hold harmless Seller Group for all other pollution not specifically assumed by Seller including any costs related to the removal of debris and wrecks.

**7.4** Subject to pollution liability, the exclusion of consequential damages, and each limitation of liability regulated in these Terms, each party agrees to indemnify, defend and hold harmless the other party from and against all claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities and attorneys' fees) and causes of action on account of disease or injury (including death) to third parties, and for loss or destruction of property of third parties arising out of the performance of the Order, but only to the extent that any such injury or loss was caused by the indemnifying party. Notwithstanding the foregoing, Buyer agrees to indemnify, defend and hold harmless Seller Group for liability arising from damage to third party's property and injury to third party's personnel in case of exposure to third parties on work site, as well as liability resulting from wild well, blow out, cratering, fire, reservoir seepage or reservoir damage, regardless of cause. In addition, Buyer shall indemnify, defend and hold harmless Seller Group for any loss or damage caused by Seller's rental equipment to third parties' property or personnel while in Buyer's care and custody.

**7.5** "Seller Group" means Seller, its affiliated companies participating in the work under the Order, subcontractors and their contractors and subcontractors, participating companies in an enterprise established for the performance of the work, and the employees of the aforementioned corporate entities.

"Buyer Group" means the Buyer and each of the participants in the license group, their affiliated companies, Buyer's contractors and their contractors and subcontractors, to the extent they are involved in the project which the Order is part of, as well as any end user of the Products and/or Services, and the employees of the aforementioned corporate entities and others whose services are used by Buyer.

For the purpose of this Article 7, a third party or third parties is neither a party within Seller Group, nor Buyer Group.

7.6 If any indemnity provisions in these Terms are contrary to the law governing the Order, then the indemnity obligations applicable hereunder shall be construed to apply to the fullest extent allowed by such law.

#### ARTICLE 8 – CONSEQUENTIAL DAMAGES

Notwithstanding any provisions to the contrary elsewhere in the Order and the Terms, and except to the extent of any cancellation fees agreed, neither Buyer nor Seller shall be liable to the other (or to their respective Groups) in contract, or in tort, under strict liability or in equity, or otherwise, either directly or under an indemnity, for any indirect, special, incidental or consequential loss or damage arising out of or related to the Order, or for any financial loss or damage including but not limited to, loss of production, loss of product, loss of reservoir or hole, loss of reputation, loss of use, loss of opportunities, loss of financing, increased costs of operation or maintenance, loss of business and business interruption and loss of revenue, facilities down-time, profit or anticipated profit whether direct or indirect. The foregoing applies:

- (a) irrespective of possible recovery from insurance or from third parties;
- (b) whether or not such losses were foreseeable at the time of entering into the Order; and
- (c) whether or not a consequence of physical damage.

#### ARTICLE 9 – LIMITATION OF LIABILITY

Notwithstanding any other provision contained to the contrary in the Order or these Terms, Seller's total cumulative liability arising out of or related to the performance or non-performance of the Order, whether under contract or at law, under strict liability or negligence in any form, whether terminated or not, shall be limited to the total Order value or United States Dollars Ten Million (USD10,000,000) whichever is the lesser, and Buyer shall indemnify Seller from all amounts and liability in excess of the stated limitation.

#### ARTICLE 10 – INTELLECTUAL PROPERTY

10.1 Seller shall retain ownership to Intellectual Property Rights (as defined below), patented or not (i) developed prior to and/or outside the Order; (ii) arising out of or related to improvement or enhancement of its Intellectual Property (as defined below); (iii) developed based on information of Seller and/or related to Products and/or Services supplied by Seller to Buyer under the Order.

10.2 Seller hereby grants to Buyer, to the extent necessary for the execution of its rights under the Order, an irrevocable, worldwide, non-exclusive license to use any Intellectual Property Rights owned by Seller solely for the purpose of the operation and maintenance, but not remanufacture of the Product and/or Services provided to Buyer by Seller under the Order.

10.3 Buyer shall retain ownership to Intellectual Property Rights, patented or not (i) developed prior to and/or outside the Order; (ii) arising out of or related to improvement or enhancement of its Intellectual Property; (iii) developed based on information of Buyer. Buyer shall acquire ownership to the Products and/or Services to be delivered by Seller under the Order, in accordance with the provisions of these Terms.

10.4 Buyer hereby grants to Seller an irrevocable, worldwide, non-exclusive license to use any Intellectual Property Rights owned by Buyer solely for the purposes of the execution of the Order.

10.5 Buyer shall not have any title or ownership to Intellectual Property Rights in any software and computer programs provided by Seller, or to the know-how and improvement to the know-how used to create the Products and/or the provision of Services for the Buyer.

10.6 For the purpose of this Article, "Intellectual Property" means inventions and discoveries, patentable or not, patents, trade secrets, trademarks, service marks, trade or business names, copyrights and other rights in works of authorship (including rights in computer software, and foreign or domestic), moral and artists' rights, design rights, domain names, know-how, methodologies, processes, technologies, algorithms, development tools, database rights and semi-

conductor topography rights of that party and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country.

"Intellectual Property Rights" means any and all rights of a party to that party's Intellectual Property.

#### ARTICLE 11 – PATENT INFRINGEMENT

Buyer shall defend, indemnify and hold harmless Seller Group against any claims arising out of any actual or alleged infringement of any Intellectual Property Rights or any litigation based thereon, arising from compliance with Buyer's specifications or other written instructions, any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the Products and/or Services, or Buyer's use thereof with other software or equipment not supplied by Seller.

#### ARTICLE 12 – CONFIDENTIALITY

The parties shall keep and maintain confidential all Proprietary Information of a party (defined as all business and technical information made available, directly or indirectly, to the other party). The disclosure of this Proprietary Information will be on a need-to-know basis in executing the Order. The parties agree to defend, indemnify and hold each other harmless from all claims arising from a breach of this confidentiality obligation, which shall survive five (5) years after the termination of the Order.

#### ARTICLE 13 – CANCELLATION FOR CONVENIENCE AND TERMINATION FOR CAUSE

##### 13.1 CANCELLATION FOR CONVENIENCE

Either party may cancel the Order for convenience with a thirty (30) day advance notice to the other party in writing. In case of cancellation by Seller, Seller's sole liability to Buyer shall be reimbursement of the amounts paid by Buyer for work not delivered in accordance with the Order. If Buyer cancels the Order in whole or in part, Buyer shall compensate Seller for all work done until the receipt of the notice of cancellation, including work in progress; this shall include, without limitation, compensation for raw materials, items and services bought or ordered, costs for demobilization of equipment and/or personnel, as well as all other costs, expenses, administration fees and termination charges incurred in connection with the cancellation of the Order. In addition, Buyer shall pay to Seller a cancellation fee equal to four percent (4%) of the Order value.

##### 13.2 TERMINATION FOR CAUSE

Either party may terminate the Order for cause, without prejudice to any right or remedy under these Terms, by giving written notice to the other party, if:

- (a) the terminated party materially breached the Order and such breach is not corrected within reasonable time after such notice, or
- (b) the maximum amount of liquidated damages has been reached, or
- (c) the terminated party is adjudged as bankrupt or becomes insolvent or if a receiver of the business or any part of the property of such party shall be appointed on account of such party's insolvency.

In the event either party terminates the Order for cause, Seller shall discontinue any further work hereunder and shall be entitled to receive full payments under the Order for all work performed in accordance with the Order until the date of notice of termination.

In the event that Buyer terminates the Order for cause, Seller's sole liability shall be to reimburse Buyer for all the Buyer's reasonable and necessary direct documented expenses incurred in connection with the completion of the unfinished work, provided however, Seller's maximum liability to Buyer under this Article shall not exceed by five percent (5%) the amount Seller would have incurred in completing the Products and/or Services.

Remedies for termination for default shall be limited to those expressly set out and defined in this Article.

#### ARTICLE 14 – FORCE MAJEURE

Seller shall not be liable to Buyer for any loss or damage suffered by the Buyer as a result of Seller's failure to deliver, or delay in delivering Products and/or Services or failure to perform, or delay in performing any other term or condition hereunder, where such failure or delay is caused by circumstances beyond Seller's control, including but not limited to, fires, computer or telecommunications systems failures, floods, natural disasters, strikes, lockouts, war, riot, civil disturbances, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, interruptions of or delay in transportation, material shortages, power failures, inability to obtain materials and supplies, accidents, explosions, epidemics, acts of God, or other causes of like character.

If any of these circumstances occurs, Seller shall be entitled to a revised delivery schedule and a variation priced accordingly.

**ARTICLE 15 – COMPLIANCE**

**15.1 EXPORT CONTROL**

“SANCTIONS AUTHORITY” means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers TRADE CONTROL LAWS and has jurisdiction over the Order including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union, (iv) France or (v) the United Kingdom.

“TRADE CONTROL LAWS” means any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines imposed by any SANCTIONS AUTHORITY on or after the date of this Order.

- A. The Buyer understands that the Products and/or Services received from the Seller may be subject to TRADE CONTROL LAWS. The Buyer and its respective officers, directors, and personnel involved in the Order shall comply with all applicable TRADE CONTROL LAWS including, but not limited to, any applicable resolutions, laws, or regulations adopted, maintained, or enforced by any SANCTIONS AUTHORITY.
- B. The Buyer represents and warrants that, to the best of its knowledge, at the date of the Order (i) neither it, nor any of its respective directors or officers, are included on a list of targeted persons, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable TRADE CONTROL LAWS (hereafter referred to as “Targeted Person”) and (ii) it is not directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Targeted Person.
- C. The Buyer shall promptly notify the Seller it becomes a Targeted Person or directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Targeted Person.
- D. If, as a result of (i) TRADE CONTROL LAWS issued after the date of the Order; (ii) the Buyer becoming a Targeted Person or directly or indirectly owned 50% or more, in the aggregate or individually, by any Targeted Person; (iii) supply of any Products, Services, materials, parts, equipment, technology, technical data, or software provided pursuant to the Order becoming restricted or prohibited under TRADE CONTROL LAWS or (iv) any necessary export license or authorization from a SANCTIONS AUTHORITY is not granted, the performance by the Seller of its obligations under the Order becomes illegal or impracticable, the Seller shall, as soon as reasonably practicable, give written notice to the Buyer of its inability to perform or fulfil such obligations. Once such notice has

been received by the Buyer, the Seller shall be entitled to either immediately suspend the performance of the affected obligation under the Order until such time as the Seller may lawfully discharge such obligation or unilaterally terminate the Order from the date specified in the said written notice.

- E. Any delays or failure of performance or termination of the Order by the Seller due to the circumstances set out in paragraph (D) above shall not constitute a breach of the Order by the Seller and the Seller will not be liable to the Buyer for any costs, expenses or damages associated with such delay or failure of performance or termination of the Order.
- F. In the event of suspension or termination as set out in paragraph (D) above, the Seller shall be entitled to payment as set out in Article 5 of the Terms and any reasonable associated costs necessarily incurred by the Seller in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for Products or Services in connection with this Order.
- G. If required to enable any Sanctions Authority to conduct Trade Control Laws related compliance checks or to grant an authorisation stipulated in applicable Trade Control Laws, the Buyer, upon request by the Seller, shall reasonably promptly provide the Seller with all information pertaining to the particular use of any Products, Services, materials, parts, equipment, technology, technical data, or software provided under the Order.
- H. The Buyer represents and warrants that:
  - i. it is the end recipient of any Products, Services or other items received under the Order or, if the Buyer is not the end-recipient, the Buyer will notify the Seller of the relevant end-recipient prior to finalizing the Order with the Seller. Following receipt of such notification, the Seller may reject the Order if the Buyer's intended supply to the end-recipient would be prohibited under TRADE CONTROL LAWS or internal policies of the Seller;
  - ii. the Products, Services, or other items received under the Order are for civil use only and will not be used for (a) the design, development, production, stockpiling, or use of chemical, biological, or nuclear weapons, or for missiles capable of delivering such weapons, or used in any unsafeguarded nuclear fuel cycle activity, or (b) the design, development, production, or use of rocket systems (e.g., ballistic missile systems, space launch vehicles, sounding rockets) or unmanned air vehicles (e.g., cruise missile systems, target drones, reconnaissance drones); and
  - iii. it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any Product, Services or other items received from the Seller to (i) any country or territory subject to comprehensive sanctions (i.e. Cuba, Crimea region of Ukraine, Iran, North Korea, and Syria), (ii) any Targeted Person, or (iii) any restricted Arctic Offshore, Deepwater, or Shale project (as defined under relevant TRADE CONTROL LAWS) without the prior written consent of the Seller.
- I. Any breach by the Buyer of this Article 15.1 shall constitute a material breach of the Terms.

**15.2 ANTI-BRIBERY AND CORRUPTION**

Buyer shall adhere to those principles enshrined in the pertinent international and regional conventions on combating corruption and shall comply with the anti-corruption laws applicable to the activities under the Order and any other anti-corruption laws otherwise applicable to the parties or their ultimate parent companies, including but not limited to the Foreign Corrupt Practices Act of 1977, as amended (USA) and the Bribery Act 2010 (UK).

Buyer, in respect of the Order and the matters that are the subject of the Order, warrants that neither it, nor its subsidiaries and affiliates nor to its knowledge anyone on its or their behalf, has made or offered, nor will make or offer any payment, gift, or promise or give any advantage,

whether directly or through an intermediary, to or for the use of any person, organization or company, including any employee, consultant or agent of Seller Group, or any of their family members, where such payment, gift, promise or advantage would be for purposes of:

(a) securing any improper advantage, including by influencing any act or decision of such person, organization or company;

(b) inducing an act of a public official to do or omit to do any act in violation of his or her lawful duties, including to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

Buyer consents to the written disclosure by Seller (if required or compelled by operation of applicable law, regulation or court order) of Buyer's identity and the amounts paid or to be paid by Buyer under the Order.

In the event of any breach of the representations and warranties in this Article, the Order is void and invalid from the outset without the requirement of any written notice of termination, and the provisions of Article 13 regarding compensation to Buyer shall not apply. Buyer shall release, defend, indemnify and hold Seller harmless against any and all claims arising from any non-compliance with applicable laws resulting from Buyers' acts or omissions, and/or related to the breach of the representations and warranties and/or the termination of the Order.

Notwithstanding the termination or validity expiry of the Order, this Article shall survive such termination or expiration to the maximum extent allowed by applicable law.

### 15.3 DATA PROTECTION

Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 ("GDPR"), shall apply as legally prescribed. To the extent Seller and Buyer separately determine the purposes and means of processing of personal data, they shall each act as controllers in respect of the personal data that they process, and shall each comply with applicable data protection laws and regulations. If applicable, Seller and Buyer shall enter into a controller-to-controller data transfer agreement based on the Standard Contractual Clauses issued by the EU Commission (or such other clause or agreement which may be approved from time to time by the European Commission). If one party shall act as data processor as per applicable data protection laws, the parties shall enter into a data processing agreement (in accordance with the legal requirements of Art. 28 GDPR) or an equivalent thereto in order to ensure legal compliance with respect to such data processing. If during the performance of the Order the receiving party needs to transfer personal data to third parties, the receiving party shall enter into substantially identical data processing agreements in accordance with and to the extent required by this clause. Upon completion of the Order, the receiving party shall, upon written request by the disclosing party (acting reasonably), return to the disclosing party all received personal data as well as the results of the processing of such data and shall delete all copies thereof, except for any data retention due to statutory retention obligations. During the performance of the Order and any applicable additional retention time, the receiving party shall: (i) keep personal data of the disclosing party protected by state-of-the-art security measures and (ii) restrict access to trained staff that is committed to appropriate confidentiality obligations. The receiving party shall not transfer or process any personal data from or outside the European Economic Area (EEA) without procuring beforehand that any (sub-)contractor enters into and complies with the Standard Contractual Clauses (or such other clause or agreement which may be approved from time to time by the European Commission). All obligations set out in this Article shall survive any completion or termination of the Order.

### ARTICLE 16 – GOVERNING LAW AND DISPUTE RESOLUTION

16.1 The Order shall be construed to be between merchants and governed by the laws of (i) the State of Texas (USA) if Seller is located in the United States, (ii) Norway if Seller is located in Norway, and (iii) England and Wales if Seller is located outside of any of the countries listed above, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

The application of the (i) United Nations Convention on Contracts for the International Sale of Goods and the (ii) Uniform Commercial Code are hereby specifically excluded and shall not apply to the Order.

16.2 In the event of any dispute or difference arising out of, or relating to the Order, or the breach thereof, the parties shall use their best endeavors to settle such dispute or difference by consulting and negotiating with each other, in good faith, to reach an amicable settlement.

In the event an amicable agreement cannot be reached, the dispute shall be settled in Houston, Texas, under the Rules of Arbitration of the International Chamber of Commerce in force at the date of the dispute by three (3) arbitrators appointed in accordance with the said Rules. The language of arbitration shall be English.

The arbitration tribunal shall have no power to act as "amicable compositeur". The award will be final and binding.

### ARTICLE 17 – NOTICES

Notices shall be sent by registered post or fax, or with "sent with receipt" e-mail, or delivered in person, to the address for notices communicated by the other party. Said notices shall be deemed received (i) upon delivery if hand delivered or sent by registered post, and (ii) upon recipient's confirmation of receipt if faxed, or e-mail transmittal of "receipt".

### ARTICLE 18 – INDEPENDENT CONTRACTOR

Seller's Orders shall not be construed as creating a joint venture, partnership or the like between the parties. Neither party shall act or be deemed to act on behalf of the other party, nor have the right to bind the other party. Each party shall remain an independent entity, and act as an independent contractor. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to (including but not limited to holidays, absence and pension), and as applicable, tax withholding from its own employees.

### ARTICLE 19 – OTHER TERMS AND CONDITIONS

19.1 These Terms and the Order embody the entire agreement of the parties with respect to the subject matter, and prevail over any previous oral or written understandings, commitments or agreements pertaining to such subject matter.

19.2 Seller reserves the right to update the Terms from time to time. Said updated versions shall only apply to orders placed once the same have been communicated to the Buyer.

19.3 If any part or provision of the Terms is deemed to be contrary to, prohibited by, held unenforceable, invalid or in conflict with the laws or regulations of any jurisdiction which may be applicable to the Products and/or Services to be supplied hereunder, and/or to the Order, such provision shall be deemed inapplicable and omitted to the extent contrary, prohibited or invalid, but the validity of the remaining parts or provisions shall not be affected. The parties shall promptly negotiate to restore the provisions hereof as near as possible to their original intent and economic effect.

19.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Order. A person, company or other legal entity who is not a party to the Order shall have no right to enforce all or any part of the Order, unless specifically provided otherwise in writing in the Order and/or the Terms. Further, the parties hereto may always be able to rescind or vary the Order, whether in whole or in part, without the consent of any such third party.

19.5 If repair parts, substitutions or additional Products and/or Services are purchased by Buyer outside of the original scope of the Order, these Terms shall apply as if originally purchased hereunder.

19.6 Seller may assign and/or subcontract the Order to a subsidiary or affiliate.

19.7 If these Terms are translated, the original English version shall prevail.