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CRAIG INTERNATIONAL LIMITED TERMS AND CONDITIONS OF PURCHASE

Effective Date: 1 October 2018

These **TERMS AND CONDITIONS OF PURCHASE** (“**Terms and Conditions**”) shall apply to all Orders covering the rental of goods, the sale of goods, and/or the provision of services which are issued by **CRAIG INTERNATIONAL LIMITED**, a company incorporated in Scotland (Company Number SC179863) and having its registered office at Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA (“**CI**”).

1 DEFINITIONS

In these Terms and Conditions:

- 1.1 “**Affiliate**” means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, “subsidiary” and “holding company” shall have the meanings assigned to them under Section 1159 of the Companies Act 2006;
- 1.2 “**CI Group**” means CI, its customers, its and their respective Co-Venturers, its and their respective Affiliates and its and their directors, officers and employees (including without limitation agency personnel), but shall not include any member of the Supplier Group;
- 1.3 “**Claim**” means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expense) or causes of action, of whatever nature (including without limitation those enjoyed by successors or assigns of the party initially);
- 1.4 “**Consequential Loss**” means:
 - (a) indirect or consequential loss under English law; and
 - (b) loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) whether direct or indirect, to the extent that these are not included in (a), whether or not foreseeable at the date of the Order;



except to the extent such losses or damages are part of a Third Party claim for which a party is seeking contribution or indemnification pursuant to any Order;

- 1.5 “**Contract Price**” means the price agreed between the parties to be payable by CI in relation to the performance of an Order by the Supplier;
- 1.6 “**Co-Venturer**” means any co-venturers from time to time having an interest in the exploration and production licence under which Work is being performed and the successors and assignees interests of such co-venturers;
- 1.7 “**Defects Correction Period**” means the longer of twelve (12) months commencing on the date on which the relevant part of the Work is completed or CI becomes aware of the defect;
- 1.8 “**Designated Location**” means the location where CI instructs the Supplier to perform the Services and/or to deliver the Sale Goods and/or the Rental Equipment;
- 1.9 “**Order**” means an order in any form which is intimated by CI to the Supplier;
- 1.10 “**Rental Equipment**” means any goods and/or equipment to be supplied by the Supplier to CI on a rental basis;
- 1.11 “**Rental Payment**” means a payment to be made by CI in relation to the provision of Rental Equipment by the Supplier on a rental basis;
- 1.12 “**Rental Period**” means the period of time commencing when either (a) the Supplier Group delivers Rental Equipment at the Designated Location or (b) CI (or any third party authorised by CI) uplifts the Rental Equipment from the Supplier at the beginning of the duration of the rental (as applicable); and terminating when either (a) the Supplier uplifts the Rental Equipment at the end of the rental period or (b) when the Rental Equipment is returned to the Supplier (as applicable);
- 1.13 “**Sale Goods**” means any goods and/or equipment to be sold to CI by the Supplier;
- 1.14 “**Services**” means any services to be provided to CI by the Supplier Group together with any necessary supervision;
- 1.15 “**Special Conditions**” means the special terms and conditions that the parties have agreed to in relation to an Order (if any);
- 1.16 “**Subcontract**” means any contract between the Supplier and any party (other than CI or any employee of the Supplier) for the performance of any part of the Work;
- 1.17 “**Subcontractor**” means a sub-contractor of any tier who is performing work, its Affiliates, its directors, officers and employees (including without limitation any agency personnel);
- 1.18 “**Supplier**” means the organisation or individual which has agreed with CI to supply goods and/or equipment on a sale and/or rental basis or to perform services in accordance



with the Order;

- 1.19 **“Supplier Group”** means the Supplier, its subcontractors, its and their Affiliates, its and their respective directors, officers and employees (including without limitation agency personnel), but shall not include any member of the CI Group;
- 1.20 **“Tax”** means any tax, duty or charge including without limitation any interest or penalty thereon which may be properly and lawfully assessed upon the Supplier or any Subcontractor by any appropriate governmental authority upon, or measured by or incidental to the performance of the Supplier's obligations under an Order;
- 1.21 **“Third Party”** means any individual, entity or party which is not a member of the CI Group or the Supplier Group; and
- 1.22 **“Work”** has the meaning given to that term in Clause 4.1(a).

2 **PREAMBLE**

- 2.1 The Special Conditions (if any) set out in an Order issued by CI shall take precedence over these Terms and Conditions in relation to that Order.
- 2.2 No terms and conditions endorsed upon, delivered with or contained in any Supplier's quotation, acknowledgement, acceptance of an Order, invoice, specification or similar document will be incorporated in the Order and the Supplier waives any rights which it might otherwise have to rely on such terms and conditions.
- 2.3 The terms and conditions incorporated in an Order may not be amended unless expressly agreed to by CI in writing.

3 **CI'S OBLIGATIONS**

CI shall comply with the Supplier's reasonable operating instructions regarding the Sale Goods and/or the Rental Equipment which are advised to CI in writing at the time of delivery of the Sale Goods and/or the Rental Equipment.

4 **SUPPLIER'S OBLIGATIONS**

- 4.1 The Supplier shall:
- (a) supply the Sale Goods, the Rental Equipment and/or the Services which are required to be supplied under each Order (such Sale Goods, Rental Equipment and Services being collectively referred to as the “Work”);
 - (b) ensure that the quantity and specification of the Sale Goods and the Rental Equipment which it supplies pursuant to an Order is in accordance with the terms of the Order;
 - (c) ensure that the Sale Goods and/or the Rental Equipment supplied pursuant to an Order are suitable for any purpose specified in the Order;
 - (d) ensure that the Sale Goods and/or the Rental Equipment supplied pursuant to an



Order are free from defects, are of good quality and workmanship and are fit for their intended purpose or suitable for their ordinary purpose where no purpose is specified in the Order;

- (e) carry out all the Work with due care and diligence and with the skill to be expected of a reputable supplier experienced in the types of Work to be carried out under the Order; and
- (f) comply with all applicable laws, by-laws and regulations when performing its obligations under the Order.

4.2 The Supplier agrees to assume responsibility for and shall indemnify the CI Group from and against any fines or penalties resulting from the Supplier's performance or non-performance of an Order to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group, even if contributed to by the joint or concurrent negligence or breach of duty (whether statutory or otherwise) of the CI Group or any Third Party.

5 DEFECTS CORRECTION

5.1 If any Rental Equipment ceases to operate properly in CI's sole opinion during any Rental Period, the Supplier shall at CI's sole option either:

- (a) repair the Rental Equipment; or
- (b) replace the Rental Equipment with alternative equipment which is of at least the equivalent specification.

5.2 CI shall have no liability to make payment of any Rental Payments in respect of any Rental Period when any Rental Equipment fails to operate properly in CI's sole opinion.

5.3 If the Supplier fails to promptly perform its obligations under Clause 5.1, CI may terminate the Order or part thereof with immediate effect and without any liability for costs associated with such termination.

5.4 The Supplier warrants and guarantees that it has performed and shall perform the Work in accordance with the provisions of the Order, and that all Work shall be free from defects.

5.5 If CI notifies the Supplier of any defect in the Sale Goods within the Defects Correction Period, the Supplier shall at CI's sole option either:

- (a) repair the defective Sale Goods; or
- (b) replace the defective Sale Goods.

5.6 If CI notifies the Supplier of any defects in the Services which arise within twenty four (24) months of the completion of the Services to be performed pursuant to an Order, the Supplier shall immediately carry out all works necessary to correct any defects in the Services.



- 5.7 The Supplier shall be responsible for all costs of having improper operation and/or defects remedied in accordance with Clause 5.1, Clause 5.5 and/or Clause 5.6.
- 5.8 If any re-performance, rectification or replacement Work is performed pursuant to Clause 5.5 and/or Clause 5.6, Clause 5.5 and/or Clause 5.6 shall apply respectively to such Work. The applicable Defects Correction Period or period of twenty four (24) months (as applicable) shall commence on the date upon which such re-performance, rectification or replacement was completed in accordance with the Order.
- 5.9 CI may decide that the carrying out by the Supplier of Work necessary to correct defects will be prejudicial to its interests. In such cases, CI or its third party contractors may undertake the Supplier's responsibilities set out in this Clause 5. CI shall be entitled to recover from the Supplier all costs necessary to remedy such defect either directly from Supplier or by deducting such costs from any monies due or which become due to the Supplier. CI shall use reasonable endeavours to mitigate such costs.

6 **TAXES**

- 6.1 The Supplier shall pay Tax and shall procure the due payment of Tax by any Subcontractor.
- 6.2 If (a) the activities in performance of an Order are carried out in the UK Continental Shelf and the UK Territorial Waters, the Supplier shall use reasonable endeavours to obtain an exemption certificate pursuant to paragraph 3 of Schedule 7 of the Taxation (International and Other Provisions) Act 2010 and (b) there are any provisions of law allowing for the exemption or reduction of the Tax burden elsewhere the Supplier shall use reasonable endeavours to secure such to the benefit of the CI.
- 6.3 The Supplier shall indemnify CI for any payments of Tax made by CI which are lawfully assessable on the Supplier or any Subcontractor (as applicable) together with any cost of compliance. CI shall be entitled to offset any amounts due from the Supplier under this indemnity from any monies due or which become due to the Supplier.
- 6.4 To the extent that payments to be made under an Order attract Value Added Tax (or any equivalent tax or charge), the proper amount of such Value Added Tax shall be shown as a separate item on the invoices issued by the Supplier. Value Added Tax shall be added to the net Order price as appropriate.

7 **INDEPENDENT CONTRACTOR**

The Supplier shall perform its obligations under an Order as an independent contractor and not as an employee or agent of CI. The Supplier shall maintain complete control over its employees and Subcontractors.

8 **INDEMNITIES**

- 8.1 Subject to Clause 9, the Supplier shall be responsible for and shall save, indemnify, defend and hold harmless the CI Group from and against all Claims, in respect of:
- (a) loss of or damage to the property of the Supplier Group whether owned, hired, leased or otherwise provided by the Supplier Group arising from or relating to the performance of any Order; and



- (b) personal injury including without limitation death or disease to any person employed or provided by the Supplier Group arising from or relating to the performance of any Order; and
- (c) subject to Clause 8.3, personal injury including without limitation death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group.

8.2 Subject to Clause 9, CI shall be responsible for and shall save, indemnify, defend and hold harmless the Supplier Group from and against all Claims in respect of:

- (a) loss of or damage to the property of the CI Group arising from or related to the performance of any Order located at the worksite; and
- (b) personal injury including without limitation death or disease to any person employed or provided by the CI Group arising from or relating to the performance of any Order; and
- (c) subject to Clause 8.3, personal injury including without limitation death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CI Group.

8.3 All exclusions and indemnities given under this Clause 8 (save for those under Clauses 8.1(c) and 8.2(c)) and Clause 9 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) but not the gross negligence or wilful misconduct of the indemnified party or any other entity or party and shall apply irrespective of any Claim in tort, under contract or otherwise at law.

8.4 Except as provided by Clauses 8.2(a) and 8.2(b), the Supplier shall save, indemnify, defend and hold harmless the CI Group from and against any claim of whatsoever nature arising from pollution or contamination arising from, relating to or in connection with the performance or non-performance of any Order.

8.5 If the Transfer of Undertakings (Protection of Employment) Regulations 2006 are held to apply to a change in the provider of the Work, or any part of the Work, the Supplier shall be responsible for, indemnify and hold harmless the CI Group from all claims, losses, damages, costs (including without limitation legal costs), expenses and liabilities of every kind and nature resulting from claims or proceeding made by all or any of the employees of the outgoing supplier against CI in respect of their employment with the outgoing supplier, or in respect of the cessation of their employment with the outgoing supplier as a result of the termination or non-renewal of the contact made between CI and the outgoing supplier for the provision of the Work.

8.6 If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, they shall notify the other party and both parties shall co-operate fully in investigating the incident.

9 CONSEQUENTIAL LOSS



9.1 The Supplier shall save, indemnify, defend and hold harmless the CI Group from any Consequential Loss suffered by the Supplier Group arising from, relating to or in connection with the performance or non-performance of any Order.

9.2 CI shall save, indemnify, defend and hold harmless the Supplier Group from any Consequential Loss suffered by the CI Group arising from, relating to or in connection with the performance or non-performance of any Order.

10 **INSURANCE**

10.1 The Supplier shall procure and maintain and shall also ensure that its Subcontractors procure and maintain during the period of performance of the Order, the following insurances as a minimum:

(a) employer's liability insurance which complies with all applicable legislation to the minimum value required by any applicable legislation including without limitation extended cover (where required) for working offshore but in any event for no less than Five Million Pounds Sterling (£5,000,000); and

(b) general third party liability insurance covering the operations of the Supplier in the performance of the Order, in an amount not less than One Million Pounds Sterling (£1,000,000) for any one incident or series of incidents arising from one (1) event; and

(c) where relevant to the Work, comprehensive liability automobile/motor insurance in an amount not less than Five Million Pounds Sterling (£5,000,000) for any one occurrence for damage to property and death of or injury to persons, or such greater amount as required by applicable jurisdiction: and

(d) all risks insurance in respect of all equipment to be furnished by the Supplier for or in connection with the Work, with a limit of not less than the full replacement value.

10.2 All insurances shall be placed with reputable and substantial insurers satisfactory to CI and shall for all insurances (including without limitation insurances provided by Subcontractors) other than employers' liability insurance and workmen's compensation be maintained at levels sufficient to cover the extent of the liabilities assumed by the Supplier under the Order, and to include CI, its customers, its and their Co-Venturers, its and their respective Affiliates as additional assureds.

10.3 The Supplier's insurances shall be endorsed to provide that the underwriters waive any rights of recourse including without limitation in particular subrogation rights against CI, its customers, its and their respective Co-Venturers, and its and their respective Affiliates.

10.4 The Supplier shall supply CI with evidence of such insurances on demand.

10.5 The Supplier shall procure that Subcontractors are insured to appropriate levels as may be relevant to their work.

11 **HEALTH, SAFETY AND ENVIRONMENT**



The Supplier shall comply with (and shall ensure that all of its Subcontractors comply with) all of CI's safety rules and procedures which are intimated to the Supplier in writing.

12 **TERMINATION**

12.1 CI may, where the Supplier is in default hereunder at no liability to CI or otherwise at its absolute discretion, terminate all or any part of the Work at any time by notice in writing to the Supplier. Where the Supplier is not in default hereunder, may terminate all or any part of the Work and CI shall make payment of all costs reasonably incurred by the Supplier as a direct consequence of such termination of the Order or any part thereof but such payment shall in no event exceed the Contract Price. This shall be in full and final settlement of any payments due under the Order or that part thereof.

12.2 CI may terminate an Order or any part thereof in the event of the Supplier becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the Supplier being made, or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any applicable law.

12.3 If CI terminates an Order pursuant to Clause 12.1 due to the default of the Supplier or Clause 12.2 the following conditions shall apply:

(a) the Supplier shall cease to be entitled to receive any money or monies on account of the Order until the costs of completion and all other costs arising as a result of the Supplier's default or other events giving rise to the termination have been finally ascertained;

(b) thereafter and subject to any deductions that may be made under the provisions of the Order, the Supplier shall be entitled to payment as set out in the Order for the part of the Work completed in accordance with the Order up to the date of termination; and

(c) any additional costs reasonably incurred by CI as a direct result of the Supplier's default or other events giving rise to termination shall be recoverable from the Supplier. CI shall be entitled to offset any amounts due from the Supplier under this Clause 12.3(c) from any monies due or which become due to the Supplier.

12.4 Termination of an Order shall be without prejudice to the Supplier's obligations which were in existence prior to termination.

13 **FORCE MAJEURE**

13.1 Neither CI nor the Supplier shall be responsible for any failure to fulfil any term or condition of the Order if and to the extent that fulfilment has been delayed or temporarily



prevented by a force majeure occurrence as hereinafter defined, which has been notified in accordance with this Clause 13 and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

- 13.2 For the purposes of the Order only the following occurrences shall be force majeure:
- (a) riot, war (whether war be declared or not), acts of terrorism, civil war, insurrection of military or usurped power;
 - (b) earthquake, flood and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
 - (c) strikes at a national level or industrial disputes at a national level, but excluding any strike or industrial dispute which is specific to the Supplier or the delivery of the Work;
 - (d) confiscation or expropriation on the orders of any local or other duly constituted authority.
- 13.3 In the event of a force majeure occurrence, the party that is or may be delayed in performing the Order shall notify the other party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 13.4 Save as otherwise expressly provided in the Order, no payments of whatever nature shall be made in respect of a force majeure occurrence.
- 13.5 Following notification of a force majeure occurrence in accordance with Clause 13.3, CI and the Supplier shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

14 **DELIVERY**

- 14.1 Delivery of any Sale Goods or any Rental Equipment to be supplied under an Order shall be made to the location specified in the Order or such other alternative location agreed in writing between the parties. Dates quoted for delivery of the Sale Goods, delivery of the Rental Equipment or completion of any Services are final and binding.
- 14.2 The type and route of shipment of any Sale Goods and/or any Rental Equipment shall be agreed in writing between the parties.
- 14.3 The Supplier shall be liable for all costs relating to packaging the Sale Goods and/or the Rental Equipment.
- 14.4 The cost of the delivery of the Sale Goods and/or the Rental Equipment shall be borne by the Supplier unless the parties agree otherwise in writing.
- 14.5 The Supplier shall be responsible for obtaining all and any necessary import and/or export licences or permits necessary for the entry of the Sale Goods and/or the Rental Equipment into any country for their delivery to the Designated Location. The Supplier shall be responsible for payment and/or discharge of any customs duties, clearance



charges, taxes, brokers' fees, withholding tax and other amounts payable in connection with the importation, exportation and delivery of the Sale Goods and/or the Rental Equipment.

- 14.6 If the Supplier fails to deliver the Sale Goods and/or the Rental Equipment within the dates specified in the Order, CI shall be entitled to terminate the Order without notice and without liability.

15 **TITLE AND RISK**

- 15.1 Title in any Sale Goods to be supplied hereunder to CI shall pass to CI upon delivery of the Sale Goods to the Designated Location.

- 15.2 Notwithstanding Clause 8, risk in any Sale Goods to be supplied hereunder shall pass to CI upon payment in full for the Sale Goods to the Supplier.

16 **PATENTS AND OTHER PROPRIETARY RIGHTS**

- 16.1 Where any potential patent or registrable right or other protected right in any country in the world results from:

- (a) developments by the Supplier Group which are based wholly on data, equipment, processes, substances and the like in the possession of the Supplier Group at the date of the Order or otherwise produced outside the Order; or
- (b) enhancements of or in the existing intellectual property rights of the Supplier Group;

such rights shall vest in the Supplier or another company within the Supplier Group as the case may be.

- 16.2 Where any potential patent or registrable right or other protected right in any country in the world results from:

- (a) developments by the CI Group which are based wholly on data, equipment, processes, substances and the like in the possession of the CI Group at the date of the Order or otherwise produced outside the Order; or
- (b) enhancements of or in the existing intellectual property rights of the CI Group;

such rights shall vest in CI, its Affiliates or Co-Venturers as the case may be.

- 16.3 Except as provided in Clauses 16.1 and 16.2, where any potential patent or registrable right or other protected right in any country in the world arises out of the Work and is invented during the term of the Order, such rights shall vest in CI.

- 16.4 The Supplier shall save, indemnify, defend and hold harmless the CI Group from all Claims of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the Supplier under the performance of the Order.



16.5 The Supplier hereby assigns (and shall procure that each other member of the Supplier Group shall assign) any copyright created pursuant to an Order. The Supplier unconditionally and irrevocably waives (and shall procure that each other member of the Supplier Group unconditionally and irrevocably waives) all moral rights arising anywhere in the world in all Work so far as is legally possible. To the extent that such moral rights may not legally be waived, the Supplier agrees that it will not (and will procure that no other member of the Supplier Group shall) assert such rights.

17 **ASSIGNMENT AND SUBCONTRACTING**

17.1 The Supplier agrees not to assign or transfer any Order in whole or in part, except with the prior written consent of CI.

17.2 The Supplier shall not subcontract the whole of the Work. The Supplier shall not subcontract any part of the Work without the prior written approval of CI. Before entering into any Subcontract, CI shall be given an adequate opportunity to review the form of Subcontract, the choice of Subcontractor, the part of the Work included in the Subcontract and any other relevant details requested by CI.

17.3 Each Subcontract shall expressly provide for the Supplier's unconditional right of assignment of the Subcontract to CI in the event that CI terminates the Order or any part of the Work.

17.4 No Subcontract shall bind or purport to bind the CI Group. The Supplier shall however ensure that any Subcontractor shall observe and comply with the provisions of the Order. The Supplier shall be responsible for all Work, acts, omissions and defaults of any Subcontractor as fully as if they were Work, acts, omissions or defaults of the Supplier.

18 **PAYMENT**

18.1 The Rental Period commences on the date specified in the Order and shall expire on the date specified in the Order, unless the parties agree to the contrary.

18.2 CI shall be liable for payment for the Services performed by or on behalf of the Supplier at the rate specified in the Order.

18.3 The Supplier shall invoice CI on a monthly basis. Payment of undisputed amounts shall be made within thirty (30) days after receipt of the Supplier's invoice. Disputed items shall be resolved without delay and any amounts agreed to be payable shall then be settled promptly. Interest for the late payment of any correctly prepared invoices shall be charged at a rate that is equal to the then current Bank of England Base Rate.

18.4 CI shall not be obliged to pay any Supplier invoice which is received after ten (10) weeks following completion of the Order.

19 **RECORDS AND AUDITS**

The Supplier shall maintain true and correct records in connection with the Order and shall retain all such records for at least seventy two (72) months after completion of the Order. The CI Group may from time to time and at any time after the date of the Order



until seventy two (72) months after performance of the Order, upon reasonable prior written notice to the Supplier, make an audit and inspection of all records held by the Supplier in connection with the specific Order (including without limitation compliance with Clause 23.3).

20 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Except to the extent that the indemnified parties shall be entitled to enforce Clauses 4.2, 8 and 16.4, the parties intend that no provision of any Order shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on, nor be enforceable by any person who is not a party to any Order, which Order may be rescinded, amended or varied without notice to or the consent of any third party even if, as a result, that third party's right to enforce a term of any Order may be varied or extinguished.

21 **CONFIDENTIALITY**

21.1 The Supplier agrees to hold strictly confidential and not (without the prior written consent of and in accordance with any conditions imposed by CI) to disclose to any third party any information provided by the CI Group for a period of five (5) years following completion of the performance of the Order.

21.2 Clause 21.1 shall not apply: (a) where the information was in the public domain before it was furnished to the Supplier or, after it was forwarded to the Supplier, entered into the public domain otherwise than as a result of a breach by the Supplier Group of this Clause; or (b) where disclosure is necessary in order to comply with an order of a court or administrative body of competent jurisdiction, applicable legislation or regulatory requirements.

21.3 The Supplier shall ensure that the provisions of this Clause 21 are incorporated in any Subcontract and that the directors, officers, employees and agents of the Supplier and of any Subcontractors comply with the same.

22 **ENTIRE REPRESENTATION**

Once agreed, an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of CI to require strict performance will not be affected by any previous waiver or course of dealing. An Order will not be binding on a party unless in writing and signed by an authorised representative of each party.

23 **GENERAL**

23.1 No modifications to any Order shall be binding unless agreed in writing between the authorised representatives of both parties.

23.2 Should any provision of these Terms and Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid and enforceable provision which achieves to the greatest possible extent, the economic legal and commercial objectives of the invalid or unenforceable provision.



- 23.3 The Supplier and CI shall each respectively comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom and any other applicable jurisdiction in relation to anti-corruption and anti-bribery requirements. Any breach of this obligation shall constitute a material breach of the Order.
- 23.4 The Supplier shall not claim any lien or attachment on the Work or on any property of the CI Group at the worksite.
- 23.5 Without prejudice to Clause 23.4, the Supplier shall save, indemnify, defend and hold harmless CI from and against all liens or attachments by any Subcontractors in connection with or arising out of the Order.
- 23.6 CI has the right to issue instructions to the Supplier at any time to make any variations to the Work which are within the capability and resources of the Supplier. The Supplier shall proceed immediately as instructed.
- 23.7 Any adjustment to the Contract Price resulting from any variation shall be valued at the appropriate rates and prices included in the Order or, in the absence of any appropriate rates and prices, a fair valuation shall be made.
- 23.8 The Supplier shall grant the CI Group free and uninterrupted access to a worksite at all times, subject to any rules and regulations in force at the worksite at the time of the visit.

24 **LIMITATION OF LIABILITY**

- 24.1 Nothing in the Order shall limit or exclude either party's liability for death or personal injury resulting from its negligence or for any damage or liability incurred by the other party as a result of fraud or fraudulent misrepresentation.
- 24.2 Subject to Clause 24.1 and the Supplier having used all reasonable endeavours to complete the Work and to comply with its obligations under the Order, the Supplier's total cumulative liability to CI (including without limitation any liability arising as a result of suspension and/or termination of the Order) arising out of or related to the performance of the Order shall be limited to 150% of the total amount of remuneration payable to the Supplier under the Order.
- 24.3 The limitation set out in Clause 24.2 shall not apply to any liabilities assumed by the Supplier under Clauses 6, 9, 10, 14.5, 16 and 23.5 or to any indemnity given by the Supplier under Clause 8 and the limitation under Clause 24.2 shall not apply to any costs arising from any cause of action of CI notified to the Supplier before the date of completion of the Work.
- 24.4 Subject to Clause 24.1, any exclusion or limitation of liability under the Order shall exclude or limit such liability not only in contract but also in tort or otherwise at law.

25 **SUSPENSION**

- 25.1 CI may by notice to the Supplier, suspend the Work or any part thereof to the extent detailed in the notice, for any of the following reasons:
- (a) in the event of some default on the part of the Supplier; or



(b) if the suspension is necessary for the proper execution or safety of the Work or persons; or

(c) to suit the convenience of CI.

25.2 Upon receipt of such notice, the Supplier shall unless instructed otherwise:

(a) discontinue the Work or the part of the Work detailed in the notice on the date and to the extent specified; and

(b) properly protect and secure the Work as required by CI.

25.3 Unless the suspension arises as a result of default on the part of the Supplier, the Supplier shall be reimbursed in accordance with the relevant provisions of the Order.

25.4 If suspension results from default on the part of the Supplier, any additional costs reasonably incurred by CI as a direct result shall be recoverable by CI from the Supplier and CI may withhold any payment otherwise due to the Supplier during the period of suspension.

25.5 CI may, by further notice, instruct the Supplier to resume the Work to the extent specified.

25.6 In the event of any suspension, CI and the Supplier shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.

26 **GOVERNING LAW**

The Order, these Terms and Conditions and any Special Conditions shall be governed by and construed according to the laws of England. All disputes (including without limitation all non-contractual disputes and claims) which are not resolved through negotiation shall be determined in the English Courts unless the parties agree in writing to settle the dispute by a form of alternative dispute resolution.