

General Terms and Conditions of Sale

Intero Integrity Services (worldwide)

Version 1 October 2018

1. Applicability

- 1.1. These General Terms and Conditions apply to any Contract between Intero and the Client.
- 1.2. By placing a Purchase Order, the Client accepts these General Terms and Conditions.
- 1.3. Any general terms and conditions of the Client, whether attached to or referred to in a Purchase Order or communicated to Intero in any other way, are expressly rejected by Intero and do not apply to the Contract.
- 1.4. To the extent a provision of any written agreement between Intero and the Client conflicts with any of the General Terms and Conditions, the relevant provision of such written agreement shall prevail.

2. Definitions

These General Terms and Conditions use the following definitions:

- (a) **Intero** means the member of the Intero Group acting as Party to the Contract.
- (b) **Intero Group** means Intero Integrity Services B.V., a limited liability company incorporated under the laws of the Netherlands with its registered office address at Steenoven 2-6, 4196 HG Tricht, the Netherlands, and all of its direct and indirect subsidiaries worldwide.
- (c) **Business Day** means a day other than a weekend day or public holiday in the jurisdiction where Intero (meaning: the member of the Intero Group acting as Party to the Contract) is located.
- (d) **Charges** means the charges payable by the Client for the supply of the Services in accordance with clause 6 (Charges).
- (e) **Connected Persons** means those directors, officers, employees, subcontractors, agents, consultants and professional advisers of a Party who are involved in the supply of Services.
- (f) **Contract** means the legal relationship between Intero and the Client regarding the performance of Services, comprising (i) the Proposal; (ii) these General Terms and Conditions; and, to the extent applicable, (iii) the Purchase Order(s); and/or (iv) the written agreement between Intero and the Client setting out specific terms and conditions regarding the Services. The Contract shall in any case exclude any general terms and conditions of the Client, except to the extent the Parties have agreed otherwise in writing.
- (g) **Client** means the (legal) person(s) for whom the Services are or will be performed, as specified in the Contract.
- (h) **Deliverables** means the deliverables to be produced by Intero for the Client, as set out in the Contract.
- (i) **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (j) **Parties** means Intero and the Client, and each a **Party**.
- (k) **Proposal** means the final version of Intero's written proposal or quotation to the Client regarding the performance of Services.
- (l) **Purchase Order** means any written order whereby the Client accepts the Proposal or otherwise orders Services from Intero (including any call-off order under a long-term or framework contract).
- (m) **Services** means the services and supply of equipment to be performed by Intero for the Client, as specified in the Contract.
- (n) **Site** means any location where Intero and any of its Connected Persons will perform Services under the Contract.

3. Supply of Services

- 3.1. Intero shall supply the Services to the Client in accordance with the Contract in all material respects.
- 3.2. The Client shall provide Intero with a Purchase Order for the Services. Intero shall not be obliged to commence the supply of the Services before receipt of a relevant Purchase Order.
- 3.3. Intero shall use all reasonable efforts to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4. Intero warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.5. In performing the Services, Intero shall comply with all applicable laws, including health and safety laws, in all material respects.
- 3.6. No placement or use of equipment or materials by Intero on Site in connection with the supply of the Services shall be construed as a sale or lease of such equipment or materials to the Client or any third party, unless such sale or lease is agreed specifically in writing.

4. Client's obligations

The Client shall:

- (a) ensure that the terms of any Purchase Order and ancillary information provided to Intero are complete and accurate;
- (b) provide Intero with such information and materials as Intero may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (c) co-operate with Intero in all matters relating to the Services;
- (d) provide Intero and its Connected Persons with due and timely access to the Site (including transportation to and from the Site if the Site is offshore) as well as with any transportation on Site as reasonably required for the performance of the Services;
- (e) duly and timely prepare the Site for the supply of the Services, in consultation with and subject to the approval of Intero, not to be unreasonably withheld;
- (f) create and maintain safe working conditions on Site for the performance of the Services;
- (g) obtain and maintain all licenses, permissions and consents required for the Services before the date on which the Services are to start;
- (h) be responsible for the waste management and disposal on Site relating to the Services;
- (i) nominate a natural person as its representative, to be present on Site for the duration of the Services;
- (j) comply with all applicable laws, including health and safety laws, in respect of the Services in all material respects; and
- (k) keep all materials, equipment, documents and other property of Intero and its Connected Persons (**Intero Materials**) at the Client's premises in safe custody at its own risk, and not dispose of or use Intero Materials other than in accordance with Intero's written instructions.

5. Client Default

If Intero's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, Intero shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Intero's performance of any of its obligations;
- (b) Intero shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Intero's failure or delay to perform any of its obligations as set out in this clause 5; and
- (c) the Client shall reimburse Intero on written demand for any costs or losses sustained or incurred by Intero or any of its Connected Persons arising directly or indirectly from the Client Default.

6. Charges

- 6.1. Unless agreed otherwise in writing, the Charges for the Services shall be calculated on a time and materials basis, as follows:
 - (a) the Charges shall be calculated in accordance with Intero's daily rates for crew and equipment, as set out in the price lists included in its Proposal or as otherwise provided by Intero to the Client;
 - (b) for each relevant crew member or piece of equipment, the first day shall be the day when such crew member or piece of equipment leaves the relevant Intero base and the last day shall be the day when such crew member or piece of equipment returns to the relevant Intero base;
 - (c) Intero's daily rates for each crew member are calculated on the basis of an eight-hour day worked on Business Days;
 - (d) Intero shall be entitled to charge an overtime rate of 25% of the daily rate on a pro-rata basis for hours worked by crew members whom it engages on the Services (i) in excess of 8 hours per

Business Day and (ii) between 8.00 pm and 8.00 am local time on Business Days. Intero shall be entitled to charge an overtime rate of 100% of the daily rate on a pro-rata basis for hours worked by crew members on days other than Business Days. If more than one overtime rate applies to the same hour(s) worked, the highest rate shall apply;

- (e) Intero shall be entitled to charge the Client for any expenses reasonably incurred in connection with the Services, including transportation expenses, travelling expenses, hotel costs, meal expenses and medical expenses, to be increased with an administration surcharge of 15%;
 - (f) Intero shall be entitled to charge the Client for the cost of services and materials provided by third parties and required for the performance of the Services, to be increased with an administration surcharge of 15%.
- 6.2. Intero shall provide the Client on a weekly basis (or such other period as may be appropriate in view of the Services) with service tickets specifying for the relevant period the operations performed, the number of days and overtime worked by crew members and the use of equipment and any other items as may be appropriate in view of the Services. The Client will be requested to sign such service tickets for acceptance. Any non-delivery of service tickets, or non-acceptance by the Client, shall not relieve the Client of its obligation to pay the Charges in accordance with the terms of clause 6.1 above.

7. Payments

- 7.1. Intero shall invoice the Client as follows:
- (a) upon receipt of a Purchase Order, Intero shall invoice the Client for 20% of the total (estimated) amount of Charges as stated in such Purchase Order (or if such Purchase Order contains no such amount, the Proposal); and
 - (b) the remainder of the Charges shall be invoiced either upon completion of the Services, or, if the Services are estimated to take more than 1 month to complete, on a monthly basis in arrears.
- 7.2. The Client shall pay each invoice submitted by Intero within 30 days of the date of the invoice, in full and in cleared funds to a bank account nominated in writing by Intero.
- 7.3. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Intero to the Client, the Client shall, on receipt of a valid VAT invoice from Intero, pay to Intero such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.4. If the Client fails to make a payment due to Intero under the Contract by the due date, then, without limiting Intero's remedies under clause 12, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.4 will accrue each day at 4% a year above EURIBOR from time to time, but at 4% a year for any period when EURIBOR is below 0%.
- 7.5. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Cancellation

If the Client at any time cancels the Services (in whole or in part) and/or withdraws a Purchase Order (in whole or in part) for any reason other than those set out in clause 12, Intero shall be entitled to, as compensation for costs and damages incurred:

- (a) the full amount of any advance payment(s) received by it pursuant to one or more invoices issued in accordance with clause 7.1(a) above; and
- (b) to the extent applicable and to the extent exceeding (in aggregate) the amount referred to under paragraph (a) of this clause 8, (i) the Charges in respect of all Services performed up to the date of cancellation, (ii) the costs of demobilization of the crew and equipment from the Site back to the relevant Intero base, (iii) a restocking charge of 25% for any equipment or other materials ordered by the Client and (iv) any other costs and expenses reasonably incurred by Intero in connection with the cancellation.

9. Intellectual property rights

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Intero Group.
- 9.2. Intero grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to copy and modify the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.
- 9.3. The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.
- 9.4. The Client grants Intero a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and modify any materials provided by the Client to Intero for the term of the Contract for the purpose of providing the Services to the Client.

10. Data protection and data processing

- 10.1. Each Party shall comply with all requirements of applicable data protection laws and regulations.
- 10.2. Without prejudice to the generality of clause 10.1, the Client shall, in relation to any personal data requested and processed by it in connection with the Services:
- (a) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of Interio has been obtained and the Client complies with reasonable instructions given by Interio as a condition for its consent;
 - (d) assist Interio, at Interio's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under applicable data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify Interio without undue delay on becoming aware of a personal data breach;
 - (f) at the written direction of Interio, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by applicable law or regulation to store the personal data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.3. Interio does not consent to the Client appointing any third party processor of personal data under the Contract.

11. Limitation of liability

- 11.1. Interio shall, subject to the terms and exclusions of the relevant policies, maintain adequate insurance cover in respect of the Services and shall provide the Client with evidence thereof upon request.
- 11.2. Subject to clauses 11.3 and 11.5, the total liability of Interio and its Connected Persons arising under or in connection with the Contract, including any liability in tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the lesser of (i) the total Charges payable by the Client to Interio under the Contract and (ii) €500,000 (or equivalent in foreign currency).
- 11.3. If the Contract consists of more than one Purchase Order, the liability of Interio and its Connected Persons arising under or in connection with any individual Purchase Order shall not exceed an amount equal to the lesser of (i) the value of such Purchase Order and (ii) €500,000 (or equivalent in foreign currency).
- 11.4. Subject to clause 11.5, neither Party shall be liable towards the other Party or any of its Connected Persons for any loss of profits, loss of sales, business or production, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, or any other indirect or consequential loss or damages.
- 11.5. Nothing in the Contract limits any liability which cannot legally be limited, including liability for (i) death or personal injury caused by negligence and (ii) fraud or fraudulent misrepresentation.
- 11.6. Unless the Client notifies Interio that it intends to make a claim in respect of an event within the notice period, Interio nor any of its Connected Persons shall have any liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.7. The Client shall indemnify and hold harmless Interio and its Connected Persons from and against any third party claim for environmental damages in connection with the leak or escape of any substance from any pipeline, vessel, tank storage or other facility owned, leased or operated by the Client or any of its Connected Persons.

12. Termination for cause

- 12.1. Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- (a) the other Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing to do so;
 - (b) the other Party commits a material breach of applicable laws in connection with the Services;
 - (c) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to

- carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2. Without affecting any other right or remedy available to it, Intero may suspend the supply of Services under the Contract or any other contract between the Client and Intero if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 12.1(c) to 12.1(e), or Intero reasonably believes that the Client is about to become subject to any of them.

13. Consequences of termination for cause

- 13.1. On termination of the Contract:
- (a) the Client shall immediately pay to Intero all of Intero's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Intero shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) the Client shall return all of the Intero Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then Intero may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Confidentiality

- 14.1. Each Party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the other Party, except as permitted by clause 14.2. Confidential information shall include but not be limited to the technical information provided by Intero regarding the performance of the Services, whether in the Proposal or otherwise, except where written records show that such information was already public knowledge or in the possession of the Client prior to receipt thereof from Intero.
- 14.2. Each Party may disclose the other Party's confidential information:
- (a) to its Connected Persons, provided that each Party shall ensure that its Connected Persons comply with this clause 14; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.

- 15. Force majeure.** Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

- 16. Subcontracting.** Intero shall not subcontract any of the Services to any third party without the prior consent of the Client.

- 17. Assignment.** Neither Party may assign any of its rights under the Contract to any other person without the prior written consent of the other Party.

- 18. Variation.** No variation of the Contract shall be effective unless it is in writing and signed by authorized representatives of the Parties.

- 19. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19 shall not affect the validity and enforceability of the rest of the Contract.

- 20. Notices.** Any notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its

registered office; or sent by email to the address specified in the Proposal, Purchase Order or written contract between the Parties, as the case may be.

- 21. Third party rights.** The Contract shall not grant any right to persons who are not a Party. To the extent the Contract expressly grants rights to third parties, the Parties shall be permitted to change or exclude such rights at any time without the consent of the respective third party.
- 22. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the jurisdiction under which Intero (meaning: the member of the Intero Group acting as Party to the Contract) is incorporated.
- 23. Jurisdiction.** Each Party irrevocably agrees that the competent courts of the location in which Intero (meaning: the member of the Intero Group acting as Party to the Contract) has its registered office shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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