

EthosEnergy Group

General Terms and Conditions of Purchase - (Eastern Hemisphere)

1. DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions the following expressions will have the following meaning unless inconsistent with the context:-

“**Affiliate**” means in relation to any legal entity, any person that directly, or indirectly through one or more intermediaries, Controls or is under the Control of, or is under common Control with, as the case may be, of that legal entity;

“**Business Day**” means any day other than a Saturday or Sunday or a public or bank holiday in Aberdeen Scotland;

“**Company**” means the EthosEnergy Group Company named on the Purchase Order;

“**Company Group**” means the Company, its co-venturers, its Affiliates, subcontractors, agents and the officers, directors and employees of each, but shall not include any member of the Seller Group;

“**Consequential Loss**” means consequential or indirect loss under English Law; and loss and/or deferral of production, loss of product, loss of contract, loss of use, loss of revenue, loss of bargain, loss of profit or anticipated profit (if any), or any financial or economic loss in each case whether direct or indirect whether or not foreseeable at the date upon which the parties entered into the Contract;

“**Contract**” means any contract between the Company and the Seller for the purchase of the Works formed in accordance with Clause 3, which incorporates these General Terms and Conditions;

“**Contract Price**” means the price for the Works as set out in the Purchase Order (where applicable);

“**General Terms and Conditions**” means the terms and conditions of purchase set out in these General Terms and Conditions of Purchase;

“**Intellectual Property Rights**” means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in any countries in the world and together with all renewals and extensions;

“**Offshore Installation**” means a structure which is, or is to be, or has been used, while standing or stationed in tidal waters and parts of the sea or on the foreshore or other land intermittently covered with water (hereinafter referred to as “Relevant Waters”):-

- for the exploitation, or exploration with a view to exploitation, of mineral resources by means of a well;
- for the storage of gas in or under the shore or bed of Relevant Waters or the recovery of gas so stored;
- including supplementary units which may be wind, wave, tide, current or conventionally powered and provide power, control, communications and chemical injection facilities;
- for the conveyance of things by means of a pipe; or
- mainly for the provision of accommodation for persons who work on or from a structure falling within any of the provisions of this paragraph,

“**Party(ies)**” means either Seller or Company or both Seller and Company, depending on the context;

“**Products**” means any physical item, part, module or assembly which the Seller provides to the Company or which is incorporated into or a part of the Services;

“**Purchase Order**” means the written Purchase Order issued by the Company to the Seller;

“**Quotation**” means the written quotation for Works issued by the Seller to the Company or to others on the Company’s behalf;

“**Seller**” shall mean the person, firm or company with whom the Company enters into the Contract for the Works;

“**Seller Group**” means the Seller, its co-venturers, its Affiliates, subcontractors, agents and the officers, directors and employees of each but shall not include any member of the Company Group;

“**Services**” means any services which the Seller provides to the Company under the Contract including, but not limited to, where applicable, the repair and overhaul of Company Property and the provision of engineering and/or site personnel; and

“**Specification**” means the technical specification detailing the Products to be provided or the Services to be performed as set out by the Company in its Purchase Order for the Works or such other technical specification as agreed between the Parties.

“**Works**” means all the work that the Seller is required to carry out in accordance with the provision of the Contract including the provision of all Products and Services.

2. GENERAL

The Company’s Purchase Orders for the purchase of Works are subject to the following conditions to the exclusion of all other conditions unless otherwise expressly agreed by the Company in writing. No agreement, warranty, condition, statement, promise or undertaking not confirmed officially in writing by the Company shall be binding on the Company, and no condition in any Contract or supplemental letter, paper or document shall be imposed upon the Company, unless the Company’s express consent thereto in writing has been previously obtained.

3. FORMATION OF CONTRACT

- All Purchase Orders issued by the Company shall constitute an offer by the Company to purchase the Works from the Seller in accordance with the Quotation (where applicable), and all Purchase Orders issued by the Company shall be deemed to include these General Terms and Conditions except insofar as they are inconsistent with any special terms and conditions contained in the Purchase Order (as the case may be). Any terms and conditions contained within or referred to in the Quotation (where applicable) will not apply except as specifically confirmed as applying to the Contract in the Purchase Order.
- Each Purchase Order shall lapse unless it is unconditionally accepted by the Seller in writing within seven (7) Business Days of the date of the Purchase Order.
- Commencement of design, manufacture, delivery, start of invoicing or supply of the Works implies acceptance of Company’s Purchase Order by the Seller under these General Terms and Conditions.
- The Contract shall consist of and the order of precedence shall be:
 - Any special conditions written or referred to on the face of the Purchase Order;
 - Any Technical Specification referred to on the face of the Purchase Order; and
 - These General Terms and Conditions of Purchase.
- Acceptance of a Purchase Order means that the Seller accepts these General Terms and Conditions together with any additional conditions set out in the Purchase Order to the exclusion of any conditions of contract proposed or tendered by the Seller. Any variation or modification to a Purchase Order shall only be valid when issued in accordance with Clause 7 (Variations) of these General Terms and Conditions.

4. DELIVERY

- The Seller shall deliver the Products, complete or in agreed batch sizes, during normal working hours, properly packed and marked, and complete with all delivery documentation, as specified in the Purchase Order, to the delivery address stated on the face of the Purchase Order. Each delivery shall be marked to show complete delivery or batch, batch number and contents, and the Company’s Purchase Order number.
- Delivery shall not be deemed complete unless the Products are accompanied by delivery documentation listing the Products in sufficient detail to enable inspection and checking to take place after delivery. Receipt by the Company shall not imply acceptance of the quality or quantity of the Products.
- The schedule, delivery date or dates and/or date of completion of the Works shall be strictly adhered to by Seller. Seller shall furnish such programmes of design, manufacture, delivery and installation as the Company may reasonably require in relation to the supply of the Works. If the Purchase Order includes the carrying out of tests on the Products after receipt by the Company, then delivery shall not be deemed complete until such tests have been passed to the reasonable satisfaction of the Company.
- The Seller shall notify the Company immediately if the Seller becomes aware that any delivery or performance is likely to be delayed beyond the specified date or dates. Failure by the Seller to notify any likely delay shall entitle the Company to terminate, without any liability, all or part of the Purchase Order and to compensation from Seller for any losses resulting from the delay or termination.
- If the Seller fails to deliver on or before the delivery date or dates, Company shall have the option to deduct from the Purchase Order price 1% of the value of such Works for each week or part week of delay, up to a maximum of 10% of the total Purchase Order price. The Parties agree such damages are difficult to ascertain; however, the amounts set forth in this provision are a reasonable estimate of loss during such period. For the avoidance of doubt, this Clause 4.5 is without prejudice to any other right or remedy the Company may have for late delivery.
- If any part of the Purchase Order in respect of which the Company has become entitled to the said 10% remains uncompleted, the Company may give notice to the Seller requiring completion and the notice shall fix a final date for completion which shall be reasonable in all the circumstances.
- If for any reason the Seller fails to complete within such time, the Company may by further notice to the Seller elect to require the Seller to complete, or to terminate the Purchase Order in whole or in part and recover from the Seller any loss suffered by the Company by reason of the said failure.
- The Company shall advise the Seller of any loss or damage in transit within the following time limits:
 - partial loss or damage shall be advised within seven (7) Business Days of the date of delivery of a consignment or part consignment.
 - non-delivery of the whole consignment shall be advised within fourteen (14) Business Days of Company’s receipt of notice of despatch.

5. TITLE AND RISK

- Title to the Products shall pass to the Company on the earlier of delivery, installation or upon payment to the Seller of not less than 51% of the Contract Price of those Products.
- Risk in Products which comply with the General Terms and Conditions of Contract and are delivered in accordance with the Purchase Order shall pass to the Company on the latter of delivery or installation (if provided as part of the Services).
- Title in any Products belonging to or provided by the Company which are in the Seller’s custody for any purpose shall remain with the Company and will be clearly marked and recorded by the Seller as belonging to the Company and shall be held at the Seller’s risk.

6. WARRANTIES

- Seller warrants that the Works subject to the Contract shall exactly conform to and fulfil the requirements of the Contract, shall be free from defects in workmanship and shall be fit and sufficient for purpose intended and shall be subject to all warranties express or implied by law whether under statute or otherwise. They shall be made or performed in accordance with good engineering practice and all applicable standards and legislation. The Works shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Works which do not comply with any or all of the above shall be considered to be non-compliant no matter how slight any breach, shortfall or excess.
- If for any reason the Seller is uncertain as to whether the Works to be supplied by it will comply with the Contract, it must promptly and before despatch inform the Company in writing with full details of the possible non-compliance. Written acceptance or rejection of the Seller’s application will then be provided by the Company.
- If, in respect of any part of the Works, the Company shall at any time within 18 months of delivery or 12 months of putting into commercial use (whichever occurs first), decide that any work done or equipment supplied or materials used by the Seller (including equipment work or materials supplied under this Clause 6) is or are defective, the Company will as soon as reasonably practicable notify the Seller of the same, specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred, the Company at its sole option may without prejudice to its other rights and remedies:
 - require that the Seller shall with all speed and, at its own expense and at the location specified by the Company, make good the defects so specified;
 - take, at cost and liability of the Seller, such steps as may in all the circumstances be required to make good such defects or replace the Works;
 - reject the Works and require the Seller to collect them promptly at its own cost and repair or replace them within such time as may be stipulated by the Company, and/or.
 - grant a concession to accept the defects subject to such reservation and/or deduction from the Contract Price which in the opinion of the Company reflects the costs incurred or likely to be incurred by the Company as a direct result of the circumstances giving rise to the concession or the granting thereof and the benefits (including any reduction in liabilities) accruing or likely to accrue to the Seller by the granting of such concession.

Repairs and replacements shall themselves be subject to the foregoing obligations from the date of delivery, re-installation or passing of tests (if any) whichever is appropriate after repair or replacement.

- If the Seller fails to remedy any defect as above provided, the Seller shall return any money paid by the Company in respect of the defective item which cannot be used by reason of such defect and the Company shall be entitled to terminate the Contract or part thereof without prejudice to its other rights and remedies.

7. VARIATIONS AND EXTRAS

- The Seller shall accept and perform any reasonable variation in scope, specification, quantity or delivery requested by the Company. The Contract Price shall be adjusted to reflect the variation having regard to the rates and prices used in the Contract or, where these are not relevant, to what is fair and reasonable.
- Neither party shall be bound by any variation to the Contract unless and until it is confirmed by an official Purchase Order amendment issued by the Company.

8. INSPECTION AND TESTING

- The Company and any third party authorised by the Company shall be entitled to inspect or test the Works at any reasonable time.

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<p>8.2 The Seller shall give at least five (5) Business Days' advance notice in writing of tests, and the Company and any third party authorised by the Company shall be entitled to attend the tests. If the Company attends such tests and the Seller is not able to carry out such tests the Seller shall compensate the Company for all costs incurred at such attendance (including the costs of the Company's own personnel).</p> <p>8.3 The Seller shall provide the Company with such test certificates as the Company may reasonably require.</p> <p>8.4 Inspection and testing in accordance with this clause shall not relieve the Seller of any liability nor imply acceptance of the Works.</p> <p>9. PRICE</p> <p>9.1 Unless specifically stated to the contrary, all prices and charges stated in the Contract are fixed and firm for the duration of the Contract.</p> <p>9.2 Where the Contract covers Works supplied on a repeat order basis, the Purchase Order must not be executed at prices higher than those last charged or quoted by the Seller before the date of this Contract without advice by the Seller and acceptance by the Company in writing.</p> <p>9.3 Where the Contract covers Products on a weight basis (including castings), the weight stated on the Contract shall be the estimated weight.</p> <p>9.4 Unless otherwise stated in the Contract, the Contract Price shall be inclusive of the costs of delivery DDP (as defined in INCOTERMS 2020) to the delivery address stated on the face of the Purchase Order.</p> <p>9.5 Prices and charges shall exclude Value Added Tax which shall be charged extra if applicable, but shall include all other taxes.</p> <p>10. INVOICING AND PAYMENT</p> <p>10.1 Unless otherwise agreed in writing, the Seller shall submit invoices to the Company at the end of each calendar month following provision of the Services or delivery of compliant Products in accordance with the Contract together with all documentation required under the terms of the Contract upon completion of the Services or delivery of the Products. All invoices shall clearly show the Company's Purchase Order reference, details of all Works covered by the invoice complete with all supporting documentation. Where the Purchase Order covers Products on a weight basis (including castings), the invoice shall be submitted against the actual weight using the Purchase Order tariff.</p> <p>10.2 Incorrect invoices shall be returned for correction.</p> <p>10.3 The Company shall be entitled to set off amounts due to the Seller against amounts or liabilities due to the Company from the Seller.</p> <p>10.4 Unless otherwise agreed in writing, payment shall be made by the Company against Services performed or delivery of compliant Products in accordance with the Purchase Order, together with all documentation required under the Purchase Order, within sixty (60) days from the end of the month following submission of an acceptable invoice. Company shall not be obligated to pay for Services or Products until written acceptance is issued by Company for such Services or Products, as applicable.</p> <p>11. INDEMNITIES</p> <p>11.1 The indemnities provided under Clauses 11.2 through 11.7 shall be applicable to the provision of Works as indicated with the exception of Works supplied or provided in support of an Offshore Installation which shall be covered by the indemnities set forth in Clauses 11.8 through to 11.14.</p> <p>11.2 To the fullest extent permitted by law, the Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of bodily injury (including death) to any person or damage to property owned by Company or any third party arising from or relating to performance of the Works.</p> <p>11.3 The Seller shall be liable for and shall defend, indemnify and hold the Company Group harmless from and against any and all claims resulting from or arising out of the discharge of trash, waste oil, bilge water or other pollutants or hazardous materials, or from the removal of wreckage, which may be asserted against the Company as a result of, arising out of or in connection with, the provision of the Works hereunder.</p> <p>11.4 The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities resulting from loss or damage to any well or hole, blow-out, fire, explosion, cratering or any other well condition (including the costs to control a wild well and the removal of debris) and damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom.</p> <p>11.5 Notwithstanding any provisions to the contrary elsewhere in the Contract, except for damages that constitute Consequential Loss under Clause 4 and 14.2 or obligations to indemnify for third party claims, neither Company nor the Seller shall be responsible or liable under or in connection with this Contract for any Consequential Loss suffered or incurred by the other Party or its Affiliates whether arising as a result of breach of contract, strict liability, negligence, tort, breach of statutory duty, breach of warranty or arising in any other way whatsoever and the Company shall save, indemnify, defend and hold harmless the Seller Group from the Company Group's own Consequential Loss and the Seller shall save, indemnify, defend and hold harmless the Company Group from the Seller Group's own Consequential Loss.</p> <p>11.6 The indemnities given in the Contract shall constitute the full liability of the indemnitor therefor and shall apply in respect of the full liability of the indemnitor for claims, notwithstanding the indemnitor may be entitled to contribution thereto from a third party and notwithstanding such liability may relate to the negligence of a third party.</p> <p>11.7 For the purposes of this Clause 11, the Seller contracts on its own behalf and expressly as agent on behalf of and as trustee for its subcontractors of any tier, and its and their servants and agents.</p> <p>11.8 The Company shall be responsible for, and shall save, indemnify, defend and hold harmless the Seller from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:</p> <p>11.8.1 loss of or damage to the property of the Company unless such property is in the exclusive custody and control of the Seller, such exclusive custody ceasing once the property is delivered by the Seller in accordance with Clause 9.4;</p> <p>11.8.2 loss of damage to the property of any officer, employee, servant or agent of the Company;</p> <p>11.8.3 death of or injury to any officer, employee, servant or agent of the Company;</p> <p>arising from or relating to provision of the Services, irrespective of cause and whether or not resulting from any act or omission or the negligence in any form, or breach of duty (statutory or otherwise) of the Seller, any person or company party to a contract with the Seller, or their respective officers, employees, servants or agents.</p> <p>11.9 The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:</p> <p>11.9.1 loss of or damage to the property of the Seller;</p> <p>11.9.2 loss of or damage to the property of any officer, employee, servant or agent of the Seller;</p> <p>11.9.3 loss of or damage to the property of any person or company (other than the Company) who is a party to a contract with the Seller;</p>	<p>11.9.4 loss of or damage to the property of any officer, employee, servant or agent of any person or company (other than the Company) who is a party to a contract with the Seller;</p> <p>11.9.5 death of or injury to any officer, employee, servant or agent of the Seller;</p> <p>11.9.6 death of or injury to any officer, employee, servant or agent of any person or company (other than the Company) who is a party to a contract with the Seller;</p> <p>arising from or relating to performance of the Services, irrespective of cause and whether or not resulting from any act or omission, or the negligence in any form, or breach of duty (statutory or otherwise) of the Company, any person or company party to a contract with the Company, or their respective officers, employees, servants or agents.</p> <p>11.10 The release, defence and indemnity obligations of the parties as set forth in General Conditions 11.8 and 11.9 shall not apply in the event of Gross Negligence or Wilful Misconduct on the part of a Party to be indemnified. As used herein "Gross Negligence" shall mean reckless disregard of, or wanton indifference to, harmful and avoidable consequences.</p> <p>11.11 The Seller shall be liable for and shall defend, indemnify and hold the Company Group harmless from and against any and all claims resulting from or arising out of the discharge of trash, waste oil, bilge water or other pollutants, or from the removal of wreckage, which may be asserted against the Company as a result of, or in connection with, the provision of the Works hereunder.</p> <p>11.12 The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury, including death or disease, or loss or damage to the property of any third party arising from or relating to the provision of the Services to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Seller. The Seller shall be responsible for, and shall save indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of bodily injury to any person, including death or disease or loss or damage to any property (whether owned by Company or a third party) arising from or relating to Products provided hereunder.</p> <p>11.13 The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities resulting from loss or damage to any well or hole, blow-out, fire, explosion, cratering or any other well condition (including the costs to control a wild well and the removal of debris) and damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom.</p> <p>11.14 The indemnities given in the Contract shall constitute the full liability of the indemnitor therefor and shall apply in respect of the full liability of the indemnitor for claims, notwithstanding the indemnitor may be entitled to contribution thereto from a third party and notwithstanding such liability may relate to the negligence of a third party.</p> <p>12. INSURANCE</p> <p>The Seller and the Company shall each maintain in force adequate insurance to cover their obligations under the terms of the Contract and applicable statutory requirements. At a minimum, the Seller shall maintain, in full force and effect, public and product liability/general liability insurance of not less than five million EURO (€5,000,000) during the period of the Contract and shall, on request, provide evidence that such insurances are in full force and effect. All insurance required to be maintained under the terms of this Contract shall be endorsed to provide that underwriters waive any rights of recourse, including in particular any subrogation rights and Seller agrees to defend and indemnify Company against any subrogation claims asserted by Seller's insurers due to its failure to effectuate the requirements of this Clause 12. In the event that Seller is providing Services to Company, Seller shall take measures to add Company as an additional insured to the insurance required hereunder. All such insurances shall be placed with reputable and substantial insurers. The provisions of this Clause 12 shall in no way limit the liability of the Parties under the Contract.</p> <p>13. FREE-ISSUE MATERIALS AND TOOLING</p> <p>13.1 Where tooling (including patterns, dies, mould, jigs and fixtures and the like) is manufactured or acquired by the Seller specifically for the purpose of the Purchase Order, title to such tooling shall pass to the Company upon its creation or acquisition. The Seller shall deliver up such tooling to the Company on demand.</p> <p>13.2 Where the Company for the purpose of the Purchase Order issues materials (including equipment, components, tooling, patterns, dies, moulds, jig and fixtures and the like) free of charge to the Seller, title to such materials shall remain with the Company and shall be clearly marked as and remain the property of the Company. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Company's discretion. Damage to or waste of such materials arising from bad workmanship or negligence of the Seller shall be made good at the Seller's expense. Without prejudice to any other rights of the Company, the Seller shall deliver up such materials, whether further processed by the Seller or not, to the Company on demand.</p> <p>14. CONFIDENTIALITY AND PROPRIETARY RIGHTS</p> <p>14.1 The Company and the Seller shall maintain the confidentiality of all information obtained from each other in connection with the Works or otherwise. Such confidential information, which includes but is not limited to records, books, financial data, projections, computer records, Intellectual Property Rights, methodologies, technical concepts, specifications, processes, or other documents, shall not be disclosed to any third party and shall not otherwise be exploited commercially, except with prior written consent or as required by law or regulatory body. If the Company or the Seller is legally required to disclose any confidential information of the other, it will notify the other party prior to making such disclosure and take all available steps to limit such disclosure. Notwithstanding the above, the restrictions stated above shall not apply to any such confidential information:</p> <p>(a) which was generally available to the public at the time of disclosure or at any time thereafter;</p> <p>(b) which was already known by the receiving party at the time of disclosure;</p> <p>(c) which is independently developed by a party; or</p> <p>(d) which becomes known to a party from a source other than the disclosing party without breach of any contractual obligation.</p> <p>14.2 The Seller will save, defend, and hold harmless the Company Group (except in respect of materials or equipment supplied by Company) from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any copyright, trademark, trade secret, patent or proprietary or protected right, arising out of or in connection with the performance of the Works. The Seller shall use its best endeavours to identify any potential infringement in the Works to be performed by the Seller of any patent or proprietary or protected right, and should the Seller become aware of such infringement or possible infringement then Seller shall inform Company immediately.</p> <p>14.3 The Seller shall neither quote nor supply parts made with the Company's tools or materials, or the Company's patterns, drawings, specifications, designs or confidential information to any third party without the Company's prior written consent.</p> <p>14.4 Any Intellectual Property Rights arising from the execution of the Contract shall become the property of the Company and the Seller shall not disclose the same to any third party. The Seller shall do all things and execute such documents as may be necessary to assign such proprietary rights to the Company.</p> <p>15. REGULATIONS IN FORCE AT DESTINATION</p> <p>15.1 In respect of any Works to be provided by the Seller, the Seller will at its own expense conform with the provisions of all acts, rules and regulations of local and other authorities which may be applicable to the</p>
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	Works to be provided. Any additional expense reasonably incurred by the Seller in conforming to any such acts and regulations made subsequent to the date of the Contract shall be paid by the Company.		Party at any time avail itself of such remedies as it may have for each and every breach of such terms and conditions.
16.	FORCE MAJEURE AND SUSPENSION	22.3	AMENDMENT No amendment shall be effective unless produced in writing by both Parties and signed by their duly authorised representatives and made subsequent to the date of commencement of the Contract.
16.1	If by reason of any act or omission on the part of the Seller, or any industrial dispute, Government action or international sanction, fire, flood, hurricane, earthquake, volcanic eruption, act of God, war declared or undecared, civil commotion, riots, insurrection, military uprising or any other cause beyond the reasonable control of the Seller (a "Force Majeure" event), the Seller shall have been delayed or impeded in the performance of its obligations under the Contract, whether the delay or impediment occurs before or after the time or extended time fixed for completion thereof, then the Seller shall be under no liability for failure to perform its obligations and, provided that the Seller shall within a reasonable time have given to the Company notice in writing of its claim for an extension of time, the Company shall on receipt of such notice grant the Seller from time to time in writing either prospectively or retrospectively such extension of time as may be reasonable. On removal of the Force Majeure, the Seller shall be entitled to reschedule the supply of Works. Any delay on the part of a subcontractor which prevents the Seller from completing its obligations under the Contract within the time fixed therefore shall entitle the Seller to an extension of time, provided such delay was due to any cause for which the Seller itself would have been entitled to an extension of time under this Clause 16.	22.4	ENTIRE AGREEMENT The Contract represents the entire agreement between the Parties relating to the Works and shall supersede all prior representations, agreements, statements and understandings made prior to the date of commencement of the Contract whether oral or in writing other than those representations, agreements, statements and understandings which have been expressly incorporated in the Contract.
16.2	Notwithstanding that the Seller be entitled to an extension of time under Clause 16.1 above, should the Force Majeure event as defined in Clause 16.1 above exist for a period of thirty (30) days, then either Party at any time thereafter, and provided performance is still delayed or impeded, may by written notice to the other terminate the Contract subject to the General Terms and Conditions. In this event the Seller shall be entitled to be compensated in accordance with the provisions of Clause 17.2 below.	22.5	LAW The Contract shall be subject to, interpreted, construed and performed in accordance with the Laws of England and subject to the provisions of Clause 22.6, shall be subject to the exclusive jurisdiction of the English Courts.
16.3	Company shall have the right, by notice to the Seller, to suspend the Works for any of the following reasons: (a) in the event of some default on the part of the Seller; or (b) if suspension is necessary for the proper execution or safety of the Work or persons; or (c) to suit the convenience of Company. Upon receipt of any such notice, Seller shall discontinue the Work or the part of the work detailed in the notice, on the date and to the extent specified and properly protect and secure it.	22.6	DISPUTE RESOLUTION
17.	TERMINATION	22.6.1	The Parties agree that they will exercise their rights and perform their obligations under the Contract acting in good faith and in the spirit of co-operation and with the objective of avoiding disputes arising among them.
17.1	The Company may terminate the Purchase Order or part thereof without prejudice to any other of its rights under the Purchase Order or at law and without liability to the Seller if: (a) an event of Force Majeure does or is likely to delay performance more than thirty (30) days; or (b) the Seller is in breach of any of its obligations and does not remedy or commence to remedy the breach as soon as reasonably possible (and within seven (7) days of a notice to remedy or commence to remedy from the Company); or (c) it is entitled to do so under provisions of Clause 4.4 or Clause 6.4; or (d) the Seller becomes bankrupt or (being a company) makes an arrangement with its creditors or has a receiver or administrator appointed or commences to be wound up.	22.6.2	In the event that a dispute arises between any of the Parties they will take all reasonable steps to negotiate a settlement of the dispute within fourteen (14) days of the dispute arising. In the event either Party concludes after fourteen (14) days of giving the other Party notice of such dispute, controversy, or claim that the matter cannot be resolved in such manner, such Party may submit the matter to be resolved by the senior managing officers of the Parties.
17.2	The Company may terminate the Purchase Order if any corresponding Purchase Order between the Company and a third party is terminated. In such event, and provided that the Seller is in compliance with its obligations under the Purchase Order, the Company shall compensate the Seller for costs reasonably and properly incurred until then in performing the Purchase Order which would otherwise represent an irrecoverable loss to the Seller, subject to the Seller taking all reasonable steps to minimise its losses and subject to reasonable proof being provided. Compensation shall not in any event exceed the Purchase Order price.	22.6.3	In the event that the senior managing officers of the Company and Seller cannot resolve the dispute within twenty one (21) days after receiving notification of the matter in dispute (or such longer period as the parties may agree) the matter in dispute will be referred to binding arbitration in London, under the auspices of, and pursuant to the rules of, the LCIA as then in effect, or such other procedures as the Parties may agree to at the time, before a tribunal of three arbitrators, one of which shall be selected by the Company, one of which shall be selected by the Seller, and the third of which shall be selected by the two arbitrators so selected. Any award issued as a result of such arbitration shall be final and binding between the Parties, and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. A ruling by the arbitrators shall be non-appealable. The Parties agree to abide by and perform any award rendered by the arbitrators. If either the Company or the Seller seeks enforcement of the terms of this Contract or seeks enforcement of any award rendered by the arbitrators, then the prevailing Party (designated by the arbitrators) to such proceedings shall be entitled to recover all of its costs and expenses from the non-prevailing Party, in addition to any other relief to which it may be entitled. If a dispute arises and one Party fails or refuses to designate an arbitrator within thirty (30) days after receipt of a written notice that an arbitration proceeding is to be held, then the dispute shall be resolved solely by the arbitrator designated by the other Party and such arbitration award shall be as binding as if 3 arbitrators had participated in the arbitration proceeding. Either the Company or the Seller may cause an arbitration proceeding to commence by giving the other Party notice in writing of such arbitration. The Company and the Seller covenant and agree to act as expeditiously as practicable in order to resolve all disputes by arbitration. The arbitration proceeding shall be held in English.
18.	INDEPENDENT CONTRACTOR	22.6.4	Nothing in this Clause 22.6 will prevent any Party applying for any interdict, injunction or other preliminary or interim order for the purpose of protecting its commercial interests where that Party, acting reasonably, has justification to seek such preliminary or interim protection.
18.1	The Seller shall at all times during the term of the Contract be an independent contractor with respect to the Company, and nothing in the Contract shall be construed as creating, at any time, any other relationship between the Parties hereto. The Seller shall at all times have complete control, as employer, over, and full responsibility for, its employees. None of its employees, servants or agents shall be considered, or in any way represent themselves, as being employees of the Company or be entitled to any of the benefits supplied by the Company to its own employees.	22.7	HEADINGS The headings and index including hereto are for ease of convenience only, and in no way effect the interpretation of the Contract.
19.	TAX	22.8	SURVIVAL Any provision of the Contract which is expressed or intended to have effect on, or to continue in force after, the expiry or termination of the Contract will have such effect, or, as the case may be, continue in force after such expiry or termination. Without prejudice to the generality of the foregoing, the obligations under Clauses 4, 5, 9, 10, 11, 12, 14, 19, 22 and 23 survive the expiry or termination of the Contract.
19.1	The Seller will be solely responsible for all taxes, levies, duties, charges and contributions payable in respect of the Works provided by the Seller to the Company under the Contract and will indemnify the Company against all such taxes, levies, duties, charges and contributions and all penalties and interest payable thereon.	22.9	SEVERANCE If any provision of the Contract is to any extent invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and each of the provisions of the Contract will be valid, legal and enforceable to the fullest extent permitted by law or replaced by such valid, legal and enforceable provision which comes closest to the Parties' original intent. The same applies in the event of omissions in the Contract.
19.2	In the event that the Company is under a legal obligation to deduct any withholding tax from any payment due to the Seller under the laws of any relevant jurisdiction, the Seller agrees that the Company will only be obliged to remit the net amount to the Seller and the Company agrees to remit the relevant tax to the appropriate taxation authority in accordance with the relevant laws.	23	BUSINESS ETHICS, ANTI-SLAVERY AND COUNTRY OF ORIGIN
20.	HEALTH, SAFETY AND ENVIRONMENT	23.1	The Seller represents and warrants that it will fully comply with the EthosEnergy Group Business Ethics Policy and Global Supplier Code of Conduct, copies of which are available on request. Seller shall comply with all applicable laws, statutes, regulations and codes including those relating to anti-bribery, anti-corruption and anti-slavery from time to time in force including but not limited to the Bribery Act 2010 and Modern Slavery Act 2015 or any re-enactment or amendment thereof. Seller shall notify Company as soon as it becomes aware of any actual or suspected breach of this Clause 23. Seller represents and warrants that it has not been convicted of any offence involving bribery, corruption, slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings in relation thereto. The Seller certifies that any Works supplied to Company shall not originate in any country subject to UN, EU, US, UK or National economic sanctions. Seller shall maintain a complete set of supply chain records in relation to all Works and shall permit the Company and/or its third party representatives to inspect the Seller's premises and/or records to audit Seller's compliance with this Clause 23.
20.1	The Seller shall provide to the Company in writing all data, instructions and warnings as are required to comply with applicable legislation relating to health, safety and the environment and shall indemnify the Company against any and all liabilities, claims and expenses which may arise as a result of the Seller's failure to do so.	23.2	Seller shall include the provisions of this Clause 23 in contracts with its subcontractors and suppliers used in connection with the Works.
20.2	If any of the Products to be supplied under the contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, the Seller shall prior to delivery furnish the Company written details of the nature of those substances and the precautions to be taken. The Seller shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the Products or securely attached to them and on any containers into which they are packed.	23.3	Company may terminate the Contract with immediate effect by giving written notice to Seller if the Seller commits, or Company has reasonable grounds to suspect, a breach of this Clause 23.
20.3	The Seller shall at all times whilst attending or working on any site (whether or not owned by the Company) fully comply with all relevant health, safety and environmental laws, rules, procedures and regulations. Prior to attending or working on any site the Seller shall familiarise itself with all such regulations.	23.4	Seller shall save, indemnify, defend and hold harmless the Company from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of this Clause 23.
21.	DISPUTES WITH THIRD PARTIES		
	If any third party makes any claim against the Company arising from the performance of the Contract by the Seller, or in respect of Works supplied under it, the Seller shall at its own expense on request by the Company join the Company in defending the claim. The decision of any court or arbitration tribunal deciding upon the claim, so far as is relevant, will be admitted as conclusive in any consequent claim made by the Company against the Seller under the Contract.		
22.	INTERPRETATION		
22.1	ASSIGNATION AND SUBCONTRACTING Seller shall not assign or subcontract the whole or any part of the Contract without the express prior written consent of Company. Company shall be entitled to assign to any Affiliate without consent of Seller. Any assignment made in breach of this Clause 22.1 shall not relieve either Party of its obligations under the Contract. Seller shall be responsible for all work, acts, omissions and defaults of any of its subcontractors as fully as if they were work, acts, omissions or defaults of the Seller.		
22.2	WAIVER No failure on the part of either at any time or from time to time to enforce or to require the adherence and performance of any of the terms or conditions of the Contract shall constitute a waiver of such terms or conditions and/or affect or impair such terms or conditions in any way or the right of either		