

**Terms and Conditions of Purchase**

**1. Definitions**

'Purchaser' means any company in the Future Marine Services Ltd group, and any representatives, successors and assigns. 'Seller' means the person, firm or company named in the Purchase Order to supply Products and includes its legal personal representatives, successors and assigns. 'Products' shall mean the goods, materials, equipment, items, documents and services which are to be provided by Seller to Purchaser in accordance with the Purchase Order. 'Purchase Order' shall mean the Purchase Order document, Terms and Conditions, and the technical specifications, data, drawings, schedules, scope of work, supplements and exhibits attached thereto.

**2. Interpretation**

Conflicts in this Purchase Order will be resolved by the following order of precedence: (1) Any subsequent PO amendment signed by both parties; (2) Any Special Terms and Conditions, attached or written into the Purchase Order. (3) These Terms and Conditions of Purchase. All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All correspondence and other documents shall be in the English language. If any provision of the Purchase Order is held to be invalid or unenforceable, it will not affect the other provisions of the Purchase Order and all such provisions shall remain in full force and effect. The Purchase Order is the entire agreement between Purchaser and Seller and supersedes all prior agreements, understandings and commitments between the parties.

**3. Acceptance**

This Purchase Order constitutes acceptance by Purchaser of such offer, quotation, or proposal by Seller referred to on the face of the Purchase Order. Any such offer, quotation, or proposal made by Seller must incorporate the description, technical specifications and international industry standards (where applicable) of the Products contained therein. No terms and conditions submitted at any time by the Seller shall form any part of the contract and shall be of no effect nor in any manner binding upon Purchaser unless accepted in writing by the Purchaser. Unless otherwise stated to the contrary, the terms and conditions of this Purchase Order shall have precedence over any other terms and conditions. By acknowledging receipt of this Purchase Order (or by a performance hereunder, including shipping the Products or performing the Services, or upon the passage of five (5) days after Seller's receipt of the Purchase Order without written notice to Purchaser that Seller does not accept), Seller agrees to the terms and conditions in this Purchase Order.

**4. Delivery**

Delivery in accordance with the agreed delivery date(s) is an essential requirement of the Purchase Order, and Seller will safely and diligently carry out all necessary actions and processes required to meet the agreed delivery date(s). If delivery or completion cannot be accomplished within the time specified, Seller shall at its own cost take all necessary steps to expedite its progress, including, but not limited to, additional shifts, manpower or equipment, overtime, or air freighting to meet the delivery date(s). Seller shall notify Purchaser of any actual or anticipated delays immediately upon discovery, including the corrective actions being taken.

**5. Prices and Payments**

Prices are firm and not subject to escalation or exchange rate variation. Prices include all charges and expenses in connection with the packing of the Products and their carriage to the delivery point specified in the Purchase Order and/or performance of the agreed Service in accordance with the Purchase Order and project specific scope of work. Invoices must be submitted in accordance with the instructions of Purchaser. Prices include all taxes, including but not limited to corporation taxes, sales taxes, employee income or social taxes and customs, excise and import duties that may be levied at the place of manufacture or may be incurred in reaching the agreed delivery point, unless as otherwise agreed between both parties. Purchaser may withhold from payments due to Seller any amounts prescribed by applicable law in respect of withholding taxes.

Except where otherwise stated on the face of the Purchase Order and/or unless otherwise stated in the Purchase Order, Purchaser will pay Seller's correct invoice sixty (60) days after receipt of the invoice and delivery of all required documents and products including signed timesheets/completion statement or other evidence of service provision/completion, drawings, data, valid licence agreements for all software provided, certification complete with full serial numbers, operating instructions, manufacturing record books, and installation instructions as called for in the Purchase Order. Purchaser will make payment in the most cost effective method available at the time of payment, should Seller require a specific payment method, Purchaser reserves the right to deduct the cost of same from Seller's invoice. Purchaser will have the right to set off against any amounts which may become payable to Seller, any amount which Seller may owe Purchaser or any of its affiliated, related or subsidiary companies.

**6. Cancellation**

This Purchase Order may be cancelled by Purchaser at any time upon written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice requires otherwise, immediately discontinue work as specified in the notice, stop placing orders and cooperate with Purchaser to obtain cancellation on orders to sub-suppliers or assign those orders to Purchaser. Payments will not be made for Products of Seller's standard manufacture which have the potential for resale. Upon cancellation for Products which are not of standard manufacture, Purchaser will pay to Seller an equitable adjustment to include: (1) all amounts due and not previously paid to Seller for Products completed and/or services performed in accordance with the Purchase Order prior to such notice, and for Products thereafter completed and/or services performed as specified in such notice; (2) a reasonable amount for any Products then in production and/or services underway; (3) actual documented and reasonable costs of settling and paying claims arising out of the cancelled orders provided that Seller has cooperated with Purchaser in the resolution of those orders. The total sum paid on cancellation shall not exceed the total Purchase Order value, nor the Purchase Order value of the terminated products, any payments already made shall be deducted from the cancellation figure. The cancellation figure will not include any consideration for loss of anticipated profits on the terminated Products, all claims for which Seller agrees to waive.

**7. Default**

Purchaser may terminate the Purchase Order in whole or in part if Seller (1) fails to perform or comply with any obligation under this Purchase Order, including obligations for timely delivery or compliance with quality standards; or (2) becomes bankrupt or insolvent or has a receiving order made against it. Seller will continue the performance of any part of the Purchase Order not terminated.

**8. Shipping and Delivery**

Any reference to Incoterms shall be to the International Chamber of Commerce "Incoterms 2010" publication. Seller must properly mark and segregate the Products. Each loose item shall be marked or tagged with the Purchase Order number and item number including serial numbers or other form of positive identification. Seller shall use any special marking specified in the Purchase Order. Seller must ensure that the Products are properly packed, secured and labelled in accordance with generally accepted good industry practice and to meet Purchaser's requirements specified in the Purchase Order. All shipments must include two (2) legible packing lists, with the description of each item, including serial numbers or other form of positive identification. All packages, shipments, correspondence, documents, and invoices must show Purchaser's name, Order number and item number, where applicable, and delivery notes for products and a project completion document for services.

**9. Quality Control, Assurance and Inspection**

Seller shall provide Purchaser and/or Purchaser's customers with the opportunity to inspect, test, and/or witness testing of the Products wherever they may be located. Purchaser shall have the right to reject any Products which are defective or inferior or which do not pass any such test. Inspection, testing, witnessing testing, acceptance or use of the Products by Purchaser or its customer shall not relieve Seller of any warranty, obligation and/or liability under the Purchase Order. If so requested by Purchaser, Seller shall supply schedules, progress reports and un-priced copies of Seller's sub purchase orders. Seller shall implement and maintain a Quality Control / Quality Assurance System which accords and complies with the principles and guidelines of ISO 9001. Seller shall use effective quality assurance programs in providing Products that comply with all applicable technical codes and practices.

Seller shall provide all reasonable assistance, at its own cost and expense, to Purchaser in relation to inspection and audit requirements at Seller's premises, including the provision of invitation letters, assistance with visa requirements, access to facilities, including suitable facilities while Purchaser and its customers are on Seller's premises.

**10. Health and Safety**

The Seller represents and warrants to the Purchaser that the Seller has satisfied itself that (1) all necessary tests and examinations have been made or will be made prior to delivery of the Product to ensure that the Products are designed, manufactured, supplied and/or installed so as to be safe and without risk to the health or safety of persons using the same; and (2) that it has made available to the Purchaser adequate information about the use for which the Products have been designed and have been tested and about any conditions necessary to ensure that when put to use the Products will be safe and without risk to health. In any event, the Seller will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Seller shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.

If the Purchase Order requires the transfer to Purchaser by Seller of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agent, Seller shall provide before or with said transfer a Material Safety Data Sheet and label, which are current, accurate and complete. Copies of the Material Safety Data Sheet shall include the Purchase Order number, shipping location, and shall be sent to the shipping location identified in the Purchase Order.

**11. Warranty**

Seller represents and warrants that the Products are fit for purpose, of merchantable quality, free from all defects in design, workmanship and material, and in strict accordance with any plans or specifications provided by Purchaser or Seller, and in line with international standards and where appropriate, industry guidelines and mandatory requirements denoted on the Purchase Order. Seller further warrants that all Products shall be new and of best quality or second hand with full identification documents, certification including serial numbers or other form of positive identification and must be fit for purpose, and fully in accordance with the provisions of the Purchase Order. Seller shall repair or replace (including removal, reinstallation, access, shipping and labour costs) at Seller's sole cost and risk any Products or workmanship which does not comply with the provisions or warranties of the Purchase Order and which are discovered within twenty four (24) months after delivery of the Products. The warranty period will be extended for any periods of loss of use of the Products during repair or replacement. Any repaired or replacement parts or Products shall be warranted for a further period of twenty four (24) months. Should Seller not immediately begin and diligently proceed to complete such repair or replacement, Purchaser may perform the necessary remedy itself or have it performed by third parties, and any costs will be borne by Seller. Such costs may be recharged to Seller at Purchaser's customary rates and mark-up and withheld from any amounts owed by Purchaser to Seller. All costs and damages in connection with defective or non-complying Products shipped or delivered by Seller or relating to the return thereof shall be borne by Seller. Purchaser expressly reserves the right to assign Seller's warranty to any third party. The above rights and warranties are in addition to any warranties or remedies that exist under law. All expressed or implied warranties are material and shall survive delivery or the termination of the Purchase Order in whole or part.

**12. Changes**

Purchaser may direct changes to Products at any time. If any such change causes an increase or decrease in the cost of or timing required to provide the Products, an equitable adjustment may be made in the price or delivery schedule, or both, and the Purchase Order shall be modified by a written change order executed by both Purchaser and Seller. If Seller cannot comply it will notify Purchaser in writing within five (5) days of receipt, otherwise the change will be deemed accepted. Any request by Seller for an adjustment under this section must be asserted within ten (10) days from the date of receipt by the Seller of the notification of change. However, nothing herein shall excuse Seller from proceeding with the change to the Purchase Order.

**13. Indemnity**

Seller shall defend, indemnify and hold Purchaser, its parent, affiliated and subsidiary companies and its officers, directors, employees, agents, assigns, representatives, suppliers, contractors and subcontractors and the subrogees of said parties ("Purchaser Group") harmless from and against any loss or liability, including legal expenses, arising out of any and all claims, demands, debts, damages, losses, actions, suits, expenses or costs arising out of or in connection with any damage to or loss of property and equipment or arising out of or in connection with injury to or death of any person, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the Purchase Order, even if arising out of the sole, contributory or concurrent negligence or fault, strict liability or breach of duty (statutory or otherwise) of Seller.

**14. Insurance**

Seller shall provide and maintain such insurance policies as required by applicable law within the jurisdictions where Seller is required to operate. The existence of the foregoing insurances shall not limit or in any way reduce Seller's liabilities under the Purchase Order.

**15. Intellectual Property**

Seller shall acquire for the benefit of Purchaser and Purchaser's customer all patent, design, copyright, trademark and other intellectual property rights in the Products necessary to allow the installation, operation, maintenance and repair of the Products. Seller hereby grants to Purchaser and Purchaser's customer a permanent, irrevocable, royalty-free license to any and all such intellectual property rights that may subsist in the Products for use in connection with the operation, maintenance and repair of the Products. Seller shall defend, indemnify and hold harmless Purchaser and Purchaser's customer against any and all liability, loss or expense arising out of any claim, action or litigation in respect of any alleged or actual infringement of any patent,

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copyright, proprietary or trademark, or any other intellectual property right resulting from the use or resale of the Products or any part thereof or arising out of or in connection with Seller's performance of its obligations under the Purchase Order. Seller shall provide, prior to delivery, valid license agreements for all software provided in connection with the Purchase Order. Except for such data and records considered proprietary by Seller and so identified by Seller, all data and records developed by Seller for the purposes of any study or feasibility study and under the Purchase Order shall be the property of Purchaser.

**16. Liens and Claims**

Seller shall timely pay all of its debts, including, without limitation, employee wages and benefits and charges of vendors and contractors providing products or services related to Products. Seller shall not create or allow or do any act, deed or thing which could result in the creation of a lien on Purchaser or Purchaser's customer's property, including Products. Seller expressly waives all rights under contract, law and equity to lien or otherwise encumbers such property and shall indemnify and hold harmless Purchaser from any liens, claims, assertions, demands, debts, fines and the like arising out of or connected with this Purchase Order. Upon request, Seller shall promptly execute an acknowledgement or waiver as Purchaser may require confirming Seller's compliance with this clause.

**17. Assignment and Subcontracting**

Seller shall not assign the Purchase Order or any part thereof without the written consent of Purchaser. Purchaser reserves the right to assign the Purchase Order to any parent, subsidiary and/or affiliated company of Purchaser or to a customer of Purchaser. Seller must have Purchaser's prior written consent to subcontract any work under this Purchase Order. No sub-contracting by the Seller shall in any way relieve the Seller of any of its responsibilities under the Contract.

**18. Independent Contractor**

Seller shall at all times remain an independent contractor and neither Seller nor its employees, agents or representatives shall be deemed to be employees, agents or representatives of Purchaser.

**19. Compliance with Laws**

Seller shall comply with all applicable laws, ordinances, rules and regulations in connection with supplying the Products and Services. Seller certifies compliance with all applicable employment and workplace safety laws and regulations. Seller shall defend, indemnify and hold Purchaser its affiliates, related and subsidiary companies and its and their employees, agents, contractors and subcontractors harmless from and against any claim or proceedings resulting from any non-compliance herewith.

**20. Trade Compliance**

Seller shall comply with all applicable customs, export and import laws and regulations, including but not limited to those related to trade embargoes and sanctions. Seller will obtain the necessary export control licenses and permits to deliver the Products to Purchaser. Seller must provide a full and complete description of the Products, together with corresponding World Customs Organization Harmonized System Codes (HS numbers, which must be 10 digits for U.S. origin goods) and export licensing information prior to delivery of any Products to Purchaser. Seller must ensure that the HS numbers for any Products are clearly stated against each line item within the commercial invoice. Seller also agrees that, in its performance of the Purchase Order, it is solely responsible for the required compliance with any applicable import, export laws and regulations, including re-export laws. When any Products (or part of the Products) are subject to export control laws and regulations imposed by a Government, Seller will provide Purchaser with applicable Export Commodity Classification Numbers and Harmonised Tariff Schedule Numbers for Products including certificates of manufacture in accordance with the origin rules imposed by Governmental Authorities. Seller acknowledges that Purchaser will rely on the information provided by Seller, including the determination as to whether any U.S. or foreign export or import license is required for the export of the supplied materials to the country of destination. Failure to strictly comply with this requirement will cause Purchaser to incur delays in customs and clearance formalities and may lead to the imposition of fines and penalties, which may be withheld from payments to Seller.

**21. Ethics and Compliance**

Seller will conduct its operations in a lawful manner and in a manner that is consistent with the highest ethical standards prevailing in the business communities in which it operates. Seller will comply with the principles of the United Nations Universal Declaration of Human Rights. Seller will prohibit the use of forced labour and child labour in its operations. Seller will keep books and records in a complete and accurate manner. The maintenance of the highest reputation for integrity is essential and is not under any circumstances to be sacrificed for the sake of results. Seller will comply with all policies and procedures of the Purchaser notified to the Seller in the course of performing the Purchase Order. Seller hereby represents, warrants and covenants that it will not, directly or indirectly, in connection with the Purchase Order and the business resulting therefrom, do or allow to be done (including by a

third party for or on behalf of the Seller) any act or thing which is in breach of any ABC Legislation, in any jurisdiction anywhere in the world, or which would be in breach of the United Kingdom's Bribery Act 2010 if carried out in the United Kingdom (and even if not in breach of any ABC Legislation in the place in which the act or thing is carried out). "ABC Legislation" means all applicable laws, legislation, regulations and guidance relating to the prevention of bribery and corruption anywhere in the world, including (but not limited to) the United Kingdom's Bribery Act 2010, the United States Foreign Corrupt Practices Act and the United States International Travel Act. Any breach by Seller of this provisions of this clause 21 shall be considered a material breach of the Purchase Order, and the Purchaser shall be entitled to terminate the Purchase Order immediately on giving written notice to the Seller.

**22. Confidentiality**

Seller shall obtain prior approval of the text of any announcement, publication or other type of announcement concerning the Purchase Order that Seller or its subcontractors / sub-vendors wish to release for publication. Seller will treat information that it acquires from Purchaser as confidential and will not disclose such information to any party except as may be required for the performance of the Purchase Order. Seller will enter into a specific confidentiality agreement if requested by Purchaser.

All technical data, standards, specifications, drawings and the like furnished to Seller are and shall continue to be the property of Purchaser or its customer. All such material and copies of it shall be returned to Purchaser, upon request, promptly following completion of the Purchase Order.

**23. Documents**

Where required by the Purchase Order Seller shall submit a detailed list of all data/documents that will be provided along with the scheduled date of issue for each data/document item on the list, within two weeks from Purchase Order issue date. The list shall be subject to review and approval by Purchaser. Final invoice payment may be withheld until all required documentation is received and accepted by Purchaser.

**24. Title**

Seller warrants good title to all materials used in Products, free and clear of all liens, claims and encumbrances. Title to Products shall pass to Purchaser when (a) the Products are delivered to designated delivery point or as otherwise identified in the Purchase Order or (b) materials are paid for; whichever of the foregoing occurs first. Any portion of the Products or material components thereof shall be clearly identified in a manner acceptable to Purchaser as being the property of Purchaser and shall be segregated from Seller's property. Seller shall take or cause to be taken all steps necessary under the laws of the appropriate jurisdiction to protect Purchaser's title thereto, and Seller shall protect, defend and hold Purchaser, its affiliates, related and subsidiary companies and its and their employees, agents, contractors and subcontractors harmless against claims by other persons with respect thereto. All drawings, manuals, documents, engineering, computer disks, computer tapes and other data prepared or furnished by Seller in connection with the Purchase Order shall become the property of Purchaser at the time of preparation. Notwithstanding transfer of title, Seller will be responsible for safeguarding and maintaining and for risk of loss or damage to the Products until receipt by Purchaser at the designated point of delivery. Title and risk to the Products or any part thereof which does not comply with the requirements of the Purchase Order and which are rejected by the Purchaser shall revert in the Seller.

**25. Future Bulletins and Recall Notices**

Seller agrees to send all future product recall notices, safety alerts, maintenance notices, etc, to Purchaser at the address listed on the cover page of the Purchase Order. Notices which have safety implications must be advised immediately by telephone and confirmed in writing within 24 hours.

**26. Accounting Records and Audit**

Seller and its subcontractors and vendors shall keep accurate accounts and time records showing all costs and charges incurred in accordance with generally accepted accounting principles and procedures. Purchaser, or its authorised representatives shall have the right to examine and audit, during customary business hours, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and invoices of Seller and its subcontractors and vendors in so far as they relate to any part of the Purchase Order. This audit right shall prevail for a period of seven (7) years from the date of delivery or earlier termination of the Purchase Order.

**27. Ultimate Consumer**

To the extent that Purchaser is not the ultimate consumer of the Products, all rights, benefits and remedies conferred upon Purchaser by the Purchase Order shall also accrue and be available to such ultimate consumer, which for the avoidance of doubt shall include any of Purchaser's customers to which the Products are re-sold.

**28. Notices**

All notices and other communications provided for in the Purchase Order shall be in writing and shall be delivered by post, electronic mail (subject to the originating party receiving a 'read' receipt from the receiving party) or by

hand to an authorised representative of the party to whom such notice is directed at the address set out on the face of the Purchase Order or such other address as may, from time to time, be notified to the other party in writing.

**29. Governing Law and Venue**

The Purchase Order shall be governed by and construed in accordance with the laws of England. Any and all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with the Purchase Order or breach thereof shall be referred to and settled by arbitration to be held in London, England, in accordance with the rules of the London Court of International Arbitration (LCIA) as a present in force. The number of arbitrators shall be three (3), chosen in accordance with the LCIA rules, unless both Parties agree to use a sole arbitrator. The language to be used in the arbitral proceedings shall be English. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Each party irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the choice of law, means of resolving disputes or venue for or enforcement of any award related to arbitration in accordance with this clause arising from or relating to the Purchase Order.

**30. Inspection**

All Goods delivered are subject to inspection and acceptance by Purchaser at its facility regardless of prior inspections or payment. If Goods received do not meet the quality or quantity ordered Purchaser may return them to Seller at Seller's risk and expense or hold them at Seller's risk.

**31. Waiver and Severability**

Purchaser's right to require strict performance of the Terms of the Purchase Order will not be affected or waived by any failure to enforce any of the Terms or by Purchaser's acceptance of performance under the Purchase Order. If any provision (or a part) of the Purchase Order is declared invalid or unlawful, the remaining provisions will not be affected and the Purchase Order will be construed as if the invalid or unlawful provision (or part) had not been included.

**32. Headings**

The section headings in this document are solely for convenience and will not be considered in its interpretation.

**33. Surviving Clauses**

The provisions of this document relating to Warranty, Indemnity, Intellectual Property, Confidentiality, Governing Law and Venue will survive its termination.

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