

These terms and conditions, together with a request for quotation, purchase order and all applicable work instructions, shall constitute the entire agreement between PLEXUS and the SUPPLIER (the "PURCHASE ORDER") with respect to the subject matter specified in the purchase order, and are binding between PLEXUS and the SUPPLIER and supersede and replace any SUPPLIER terms and conditions or previous contracts for WORK. In the event any special terms are agreed between PLEXUS and the SUPPLIER, the special terms will prevail over terms contained in these terms and conditions. Any terms and conditions of the SUPPLIER are hereby rejected.

1. DEFINITIONS

- 1.1 "AFFILIATE" shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
- 1.2 "ANTI-BRIBERY LAWS" shall mean all APPLICABLE LAWS that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person, including: (a) the United States Foreign Corrupt Practices Act of 1977; and (b) the United Kingdom Bribery Act 2010.
- 1.3 "APPLICABLE LAWS" shall mean: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licences, approvals, and authorisations, in each case that govern or pertain, as of the date of the applicable PURCHASE ORDER and as amended from time to time, to (i) the PARTIES' respective obligations under any PURCHASE ORDER; (ii) SUPPLIER's performance of WORK; and/or (iii) the health, safety and welfare of individuals working at or visiting any WORK SITE.
- 1.4 "BOOKS AND RECORDS" shall mean books, accounts, contracts, records, and documentation, in electronic format or otherwise, in respect of the CONTRACT and performance of WORK.
- 1.5 "CONFIDENTIAL INFORMATION" shall mean all technical, commercial, or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a person's business, business plans, property, way of doing business, business results or prospects, the terms and negotiations of the PURCHASE ORDER, proprietary software, INTELLECTUAL PROPERTY, and business records.
- 1.6 "CONSEQUENTIAL LOSS" shall mean (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the PURCHASE ORDER.

- 1.7 "DELIVERY DATE" shall mean the date(s) upon which the GOODS shall be delivered and/or SERVICES shall be provided as specified in the PURCHASE ORDER.
- 1.8 "GOODS" shall mean the goods, materials, products, and equipment to be provided in accordance with this PURCHASE ORDER.
- 1.9 "HSSE STANDARDS" shall mean (a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to SUPPLIER, designed to manage HSSE risks during performance of the WORK; (b) all APPLICABLE LAWS relating to HSSE; and (c) any other rules and procedures (whether issued by PLEXUS GROUP or otherwise) in force at a relevant WORKSITE at the time of performance of the WORK.
- 1.10 "INTELLECTUAL PROPERTY" shall mean all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade or get-up, rights in goodwill or to sue for passing off, unfair competition rights, design rights, rights in software, database rights, moral rights, rights in confidential information (including without limitation know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including without limitation all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.11 "PARTY" shall mean the SUPPLIER or PLEXUS, together referred to as the "PARTIES" and individually as a "PARTY".
- 1.12 "PLEXUS" shall mean Plexus Ocean Systems Limited, a company incorporated in Scotland with company number SC121368 and having its registered office at Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA.
- 1.13 "PLEXUS GROUP" shall mean PLEXUS, its AFFILIATES, its and their respective directors, officers, employees (including agency personnel), but shall not include any member of the SUPPLIER GROUP.
- 1.14 "PLEXUS PROVIDED ITEMS" shall mean items of materials, equipment, services, or facilities, provided by PLEXUS or any member of the PLEXUS GROUP to the SUPPLIER to perform the WORK.
- 1.15 "PURCHASE ORDER" shall mean the contract formed by the acceptance of this PURCHASE ORDER and shall incorporate these terms and conditions as may be amended by any special conditions referred to in this PURCHASE ORDER.
- 1.16 "SERVICES" shall mean services to be supplied by the SUPPLIER under this PURCHASE ORDER, including the results of those services.
- 1.17 "SUBCONTRACT" shall mean any contract between the SUPPLIER and a SUBCONTRACTOR or between a SUBCONTRACTOR and another SUBCONTRACTOR of any tier for the performance of any part of WORK, including any call off under framework agreements and supply agreements for materials.
- 1.18 "SUBCONTRACTOR" shall mean any party to a SUBCONTRACT, other than the SUPPLIER.

- 1.19 "SUPPLIER" shall mean the person, persons, firm or company named in the PURCHASE ORDER to provide the WORK hereinafter defined and shall include the SUPPLIER's legal personal representatives, successors and assigns.
- 1.20 "SUPPLIER GROUP" shall mean the SUPPLIER, SUBCONTRACTORS, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the PLEXUS GROUP.
- 1.21 "TAXES" shall mean all existing or future taxes, corporate income tax or gross revenue taxes, personal income tax, employment taxes and social charges, national insurance, sales taxes, property taxes, import, duties, customs duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings taxes and fees, stamp duties, deductions, or contributions and other assessments in the nature of taxes, including any fines, penalties or interest, assessed or levied by the appropriate authority of the country where the WORK is performed or any other country in accordance with APPLICABLE LAWS.
- 1.22 "VARIATION" shall mean such instructions or adjustments as set out in Clause 9.
- 1.23 "WARRANTY PERIOD" shall mean twenty-four (24) months from completion of the WORK.
- 1.24 "WORK" shall mean all activities and obligations, including the provision of all GOODS, SERVICES and WORK PRODUCT, to be performed by or on behalf of the SUPPLIER to PLEXUS in accordance with this PURCHASE ORDER.
- 1.25 "WORKSITE" shall mean lands, waters, and other places on, under, in, or through which WORK or activities in connection with WORK are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. WORKSITE does not include any lands, waters, or other places used during transportation to and from WORKSITES.
- 1.26 "WORK PRODUCT" shall mean any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or materials, which arise out of or are made, created, or generated for PLEXUS, directly or indirectly, in the course of performance of the WORK, or which are made, created, or generated from or using PLEXUS GROUP'S CONFIDENTIAL INFORMATION or PLEXUS GROUP'S INTELLECTUAL PROPERTY.

2. INTERPRETATION

- 2.1 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language. Nevertheless, if for any reason it is considered necessary by PLEXUS to give an instruction to the SUPPLIER orally in the first instance, the SUPPLIER shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances,

provided that, if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by PLEXUS without undue delay, it shall be deemed to be an instruction in writing by PLEXUS.

- 2.2 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 2.3 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

3. INVALIDITY AND SEVERABILITY

- 3.1 If any provision of this PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. PLEXUS and the SUPPLIER agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

4. SPECIFICATIONS AND DEFECTS CORRECTION

- 4.1 The SUPPLIER warrants that the GOODS supplied in connection with the WORK shall be (i) without fault, defect, or deficiency; (ii) new on delivery, unless otherwise specified in the PURCHASE ORDER; (iii) in strict conformance with PLEXUS' requirements with regard to any quality, quantity, work instructions and specifications, which are set out in the PURCHASE ORDER or as required by APPLICABLE LAWS, administrative bodies or employers' liability insurance associations or generally recognised engineering rules and standards; and (iv) fit for the use to which they shall be put according to the PURCHASE ORDER, or for their customary use.
- 4.2 The SUPPLIER warrants that the SERVICES supplied in connection with the performance of the WORK shall be (i) performed in accordance with the PURCHASE ORDER; (ii) fit for use for any purpose specified in the PURCHASE ORDER; and (iii) free from any defect or deficiency.
- 4.3 The SUPPLIER will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the PURCHASE ORDER. SUPPLIER will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for SERVICES.
- 4.4 The SUPPLIER shall give sufficient notice to PLEXUS of its intention to cease supply of GOODS, component parts or replacements, to enable PLEXUS to purchase such GOODS, component parts or replacements.
- 4.5 If defects in the WORK are discovered, PLEXUS shall notify the SUPPLIER of such defect within the WARRANTY PERIOD and PLEXUS shall be entitled at its discretion, and without prejudice to any other remedy, to exercise one or more of the following rights:
 - (a) reject the WORK in whole or in part and require the SUPPLIER to credit PLEXUS with the cost thereof;

- (b) require the SUPPLIER to immediately repair, replace or rectify the WORK at the SUPPLIER's own cost and risk; and/or
- (c) require the SUPPLIER to defray all PLEXUS' reasonable expenses and additional costs and losses incurred in connection with the defective WORK.

- 4.6 PLEXUS' rights under this PURCHASE ORDER shall be in addition to and not in substitution for express or implied warranties or other rights provided by law.
- 4.7 The PARTIES hereby agree that the Provisions of the United Nations Convention for the International Sale of Goods are expressly excluded from the PURCHASE ORDER and shall not apply to the supply of GOODS.

5. DELIVERY

- 5.1 The SUPPLIER will deliver the GOODS and/or provide the SERVICES at the place specified in the PURCHASE ORDER, on the DELIVERY DATE. Time is of the essence for the performance of the WORK.
- 5.2 In the event that the SUPPLIER is unable to deliver the GOODS and/or provide the SERVICES on the DELIVERY DATE the SUPPLIER shall notify PLEXUS immediately in writing, stating the reasons for the delay and the anticipated duration of the delay. PLEXUS and the SUPPLIER shall endeavour to agree a mutually acceptable revised DELIVERY DATE. However, in the event that PLEXUS and the SUPPLIER cannot agree, PLEXUS shall have the right to terminate the PURCHASE ORDER and recover from the SUPPLIER the direct losses sustained as a result of the delay.
- 5.3 All GOODS must be properly and securely packed, and the packaging marked with the PURCHASE ORDER number. PLEXUS will return packing cases or containers to the SUPPLIER if so requested at the SUPPLIER's expense.
- 5.4 If a delivery is made by the SUPPLIER earlier than agreed, PLEXUS reserves the right to return the delivery at the cost of the SUPPLIER. If the premature delivery is not returned, the GOODS shall be stored by PLEXUS until the DELIVERY DATE at the cost and risk of the SUPPLIER. PLEXUS reserves the right to make payments at the initially agreed due date even though delivery occurs early.
- 5.5 The SUPPLIER shall only make partial deliveries of GOODS and/or SERVICES if PLEXUS has agreed to this in writing. In such cases, the SUPPLIER must state on the delivery note that it is a partial delivery and must specify the quantity remaining for delivery.
- 5.6 The SUPPLIER will provide to PLEXUS by the DELIVERY DATE, all drawings, certificates or other documentation in the specified format and quantities provided in the PURCHASE ORDER. Any such drawings, certificates or other documentation form a fundamental part of the delivery and are to be included with the delivery. For the avoidance of doubt, delivery shall not be deemed to have occurred until such documentation has been received by PLEXUS in the correct format.

5.7 Hazardous GOODS

The SUPPLIER will ensure that the GOODS comply with the requirements of all APPLICABLE LAWS and, to the extent that they contain or utilise toxic, corrosive or hazardous materials, the SUPPLIER will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.

GOODS supplied under the PURCHASE ORDER, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the SUPPLIER. The title and risk of the contaminated GOODS will remain with the SUPPLIER, who will bear all expenses for the said processes.

5.8 Title in GOODS

Title in the GOODS will pass from the SUPPLIER to PLEXUS upon delivery in accordance with the PLEXUS' requirements under the PURCHASE ORDER.

6. SUPPLIER PERSONNEL, SUBCONTRACTING AND ASSIGNMENT

- 6.1 The SUPPLIER is responsible for any WORK performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all the SUPPLIER personnel as if they were the activities, omissions, or defaults of the SUPPLIER.
- 6.2 The SUPPLIER may not SUBCONTRACT any part of its obligations under the PURCHASE ORDER except as prior agreed in writing by PLEXUS.
- 6.3 The SUPPLIER will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the PURCHASE ORDER.
- 6.4 An assignment or novation by a PARTY of all or part of the PURCHASE ORDER requires the written consent of the other PARTY, except that PLEXUS may assign and novate all or part of the PURCHASE ORDER to an AFFILIATE of PLEXUS; PLEXUS' customer or an AFFILAITE or co-venturer of PLEXUS' customer without the consent of the SUPPLIER by giving written notice to the SUPPLIER.
- 6.5 SUPPLIER hereby confirms that PLEXUS may sublease the GOODS or allow any third party to operate such equipment.

7. PAYMENT TERMS AND INVOICING

- 7.1 For the performance and completion of the WORK to the satisfaction of PLEXUS, PLEXUS shall pay or cause to be paid to the SUPPLIER the amount(s) as set out in the PURCHASE ORDER.
- 7.2 All rates and prices are exclusive of Value Added Tax ("VAT") but includes all other TAXES, duties or other charges as applicable.

- 7.3 PLEXUS will pay for the WORK against the SUPPLIER's invoice in the amounts specified in the PURCHASE ORDER within thirty (30) days from the end of the calendar month of the date of receipt of the SUPPLIER's proper Value Added Tax invoice, the receipt not being earlier than the DELIVERY DATE.
- 7.4 Each invoice must be adequately supported and shall quote the PURCHASE ORDER number, item, part and drawing numbers, description, quantities and weights and shall state the price for the WORK exclusive of and show the amount of VAT (if any) separately.
- 7.5 If PLEXUS disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, PLEXUS shall notify the SUPPLIER of the reasons and the SUPPLIER will issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note PLEXUS shall be obliged to pay the undisputed part of a disputed invoice.
- 7.6 On settlement of any dispute, the SUPPLIER shall submit an invoice for sums due and PLEXUS shall make the appropriate payment in accordance herewith.
- 7.7 The Supplier shall not be entitled to receive any payment on any invoice received by PLEXUS after thirty (30) days following completion of the WORK, as latest time for submittal of invoices. Nevertheless PLEXUS may, at its sole discretion, make payment against any such invoice.
- 7.8 Any payment made by PLEXUS hereunder, including the final billing where appropriate, shall not prevent PLEXUS from filing claims or prejudice its right to recover the amount of such claims however they may have arisen.

8. SECURITY

- 8.1 PLEXUS reserves the right to require from the SUPPLIER satisfactory security for performance of the SUPPLIER's obligations under the PURCHASE ORDER, refusal or failure to furnish such security will entitle PLEXUS to suspend payments until such security is furnished or to cancel the PURCHASE ORDER.

9. VARIATION

- 9.1 PLEXUS has the right to issue instructions to the SUPPLIER at any time to make any variations to the WORK which are within the capability and resources of the SUPPLIER. The SUPPLIER shall proceed immediately as instructed.
- 9.2 Any adjustment to the rates and prices resulting from any variation shall be valued at the appropriate rates and prices included in the PURCHASE ORDER or, in the absence of any appropriate rates and prices, a fair valuation shall be made.

10. SUSPENSION

- 10.1 PLEXUS may suspend the PURCHASE ORDER or reduce the WORK for cause by written notice with immediate effect pending PLEXUS' decision on termination where PLEXUS concludes it has grounds to terminate the PURCHASE ORDER for cause. Where suspending for cause, the SUPPLIER will not be entitled to any VARIATION or other compensation.

10.2 PLEXUS may suspend the PURCHASE ORDER or reduce the WORK for convenience at its own discretion with seven (7) days' prior written notice. The SUPPLIER may seek a VARIATION if actions required by suspension impact the schedule or timing of the WORK.

10.3 PLEXUS may at any time withdraw by written notice all or part of a suspension and the SUPPLIER will resume performance.

11. TERMINATION

11.1 Termination for default

PLEXUS may terminate the PURCHASE ORDER in whole or in part by written notice with immediate effect if:

- (i) in connection with the performance of the PURCHASE ORDER, the SUPPLIER breaches the Plexus Supplier Code of Conduct;
- (ii) any member of the SUPPLIER GROUP violates ANTI-BRIBERY LAWS, applicable competition laws, trade control laws, other APPLICABLE LAWS, or HSSE STANDARDS or causes PLEXUS to be in violation of those laws;
- (iii) the SUPPLIER becomes insolvent or has a receiver or administrator appointed for its business or is compulsorily or voluntarily wound up;
- (iv) in accordance with Clause 12 – Force Majeure; or
- (v) the SUPPLIER breached a term or condition of the PURCHASE ORDER other than those set out above. In this case, PLEXUS will first provide written notice which may require the SUPPLIER to remedy the breach, or PLEXUS may terminate the PURCHASE ORDER if PLEXUS determines the breach is not capable of timely remedy, or it is not subsequently remedied.

11.2 Termination for Convenience

PLEXUS may at any time give written notice to the SUPPLIER to terminate the PURCHASE ORDER or any part thereof forthwith.

11.3 SUPPLIER Obligations on Termination

On any termination, SUPPLIER will promptly cease performance, give access to any WORK in progress, avoid unreasonable interference with others, and take reasonable steps to allow PLEXUS to complete the WORK, including turning over all documentation for WORK and WORK PRODUCT which was to be supplied in connection with the PURCHASE ORDER.

11.4 Compensation in the Event of Termination

- (i) On any termination, PLEXUS will determine and pay (subject to valid set offs) the amounts owed to the SUPPLIER for WORK properly performed in accordance with the PURCHASE ORDER prior to termination.
- (ii) If PLEXUS terminates the PURCHASE ORDER for convenience, PLEXUS will also pay reasonable, unavoidable, and auditable demobilisation costs that PLEXUS has specifically agreed elsewhere in the PURCHASE ORDER to pay on termination for convenience by PLEXUS.

12. FORCE MAJEURE

- 12.1 Neither PLEXUS nor the SUPPLIER shall be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause unless the event was contributed to by the fault of the affected PARTY or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.
- 12.2 The affected PARTY shall, as soon as reasonably practicable notify the other PARTY of the nature and extent of such force majeure event and use reasonable endeavours to mitigate the effects of any force majeure and to remove any such causes and resume performance under this agreement as soon as feasible.
- 12.3 PLEXUS shall have the right to terminate the purchase order in whole or in part if the force majeure occurrence results in a delay that exceeds fifteen (15) consecutive or thirty (30) cumulative days.
- 12.4 For the purposes of this PURCHASE ORDER, only the following occurrences shall be force majeure:
- (i) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
 - (ii) Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio- active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (iii) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - (iv) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
 - (v) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its sub-contractors or its suppliers and which affect a substantial or essential portion of the WORK;
 - (vi) Maritime or aviation disasters;
 - (vii) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Except for INTELLECTUAL PROPERTY vested in the SUPPLIER as provided below, all ownership rights, title, and interest in and to WORK and WORK PRODUCT will vest in PLEXUS. This PURCHASE ORDER does not grant the SUPPLIER GROUP any rights, title, or interest in or to PLEXUS GROUP's INTELLECTUAL PROPERTY, other than those set out in the PURCHASE ORDER. INTELLECTUAL PROPERTY created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of PLEXUS) to PLEXUS GROUP's INTELLECTUAL PROPERTY, or made using PLEXUS GROUP's CONFIDENTIAL INFORMATION, will vest with PLEXUS or its nominee when created.
- 13.2 The SUPPLIER, warranting that it is entitled to do so, grants to PLEXUS GROUP the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, and use any of SUPPLIER's INTELLECTUAL PROPERTY embodied in the WORK, including the

right to import, export, operate, sell, maintain, modify and repair WORK. The SUPPLIER warrants that any possession or use of the WORK as delivered by the SUPPLIER or of the SUPPLIER's INTELLECTUAL PROPERTY will not infringe the INTELLECTUAL PROPERTY of any third party.

PLEXUS' ownership rights in the WORK under this article will not extend to the SUPPLIER's INTELLECTUAL PROPERTY RIGHTS that: (i) pre-existed performance under the PURCHASE ORDER; (ii) are developed independently from performance of the PURCHASE ORDER; or (iii) are used by the SUPPLIER in connection with or to perform the PURCHASE ORDER, but are not based on or arising out of the PLEXUS GROUP's INTELLECTUAL PROPERTY or CONFIDENTIAL INFORMATION.

- 13.3 The SUPPLIER shall save, indemnify, defend and hold harmless the PLEXUS GROUP 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 patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the SUPPLIER under the PURCHASE ORDER except where such infringement necessarily arises from the job specification and/or PLEXUS' instructions.

However, the SUPPLIER shall use its reasonable endeavours to identify any infringement in the job specification and/or PLEXUS' instructions of any patent or proprietary or protected right, and should the SUPPLIER become aware of such infringement or possible infringement then the SUPPLIER shall inform PLEXUS immediately.

14. CONFIDENTIALITY

In addition to any other confidentiality agreements in force between the PARTIES, the following shall apply:

- 14.1 The SUPPLIER warrants and agrees that for a period of five (5) years after completion of the PURCHASE ORDER, it shall maintain and safeguard the confidentiality of the PURCHASE ORDER and any of the PLEXUS GROUP's CONFIDENTIAL INFORMATION in strict confidence and will not disclose the same to any third party without the prior written consent of PLEXUS and will use PLEXUS GROUP's CONFIDENTIAL INFORMATION only in connection with performance of the PURCHASE ORDER.

This obligation does not apply to information that the SUPPLIER can prove at disclosure is public knowledge, in the possession of the SUPPLIER without binder of secrecy, or developed independently of PLEXUS GROUP's CONFIDENTIAL INFORMATION. Restrictions on disclosure of PLEXUS GROUP's CONFIDENTIAL INFORMATION will cease if the SUPPLIER can prove that the information had become part of the public knowledge through no fault of the SUPPLIER GROUP or is subsequently disclosed to the SUPPLIER without an obligation of confidentiality by a third party who has the legal right to do so.

- 14.2 All documents provided by PLEXUS remain the property of PLEXUS. They may not be made accessible to third parties without PLEXUS' prior written consent and must be returned to PLEXUS in full and deleted from electronic storage, and all extracts or analyses that reflect any CONFIDENTIAL INFORMATION shall be deleted or destroyed without special request once the PURCHASE ORDER has been completed.
- 14.3 The SUPPLIER shall be liable to PLEXUS for all damages caused to PLEXUS by the SUPPLIER GROUP due to violation of these confidentiality obligations, unless the SUPPLIER is not responsible for such violation.

14.4 Where required by PLEXUS the SUPPLIER shall give appropriate and agreed publicity to the award of the PURCHASE ORDER and will participate into the agreed related publicity initiatives. Other than as provided herein, the SUPPLIER shall not make use of PLEXUS' name or any information contained in the PURCHASE ORDER or related documents.

15. LIABILITIES AND INDEMNITIES

15.1 Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the PURCHASE ORDER, will be determined in accordance with APPLICABLE LAWS.

15.2 Notwithstanding Clause 15.1 above, the SUPPLIER shall be responsible for the care of the GOODS and any PLEXUS PROVIDED ITEMS whilst in the custody of the SUPPLIER GROUP. If any loss or damage occurs when such items are in the custody of the SUPPLIER GROUP, the SUPPLIER shall at its own cost and at PLEXUS' sole option repair or replace the same.

15.3 The SUPPLIER shall save, indemnify, defend and hold harmless the PLEXUS GROUP from and against any claim of whatever nature relating to the costs of recovery of PLEXUS GROUP property lost overboard during transportation by the SUPPLIER. The SUPPLIER's liability for wreck or debris removal shall include all direct and indirect costs incurred to comply with any law, rule, regulation, license or directive from a governmental, statutory or regulatory authority or similar authority that may have jurisdiction over the wreck recovery or debris removal.

15.4 Neither PARTY will be liable to the other for that other PARTY's own CONSEQUENTIAL LOSS, regardless of negligence or other fault.

15.5 Neither party excludes or limits its LIABILITIES to the extent they may not be excluded under APPLICABLE LAW.

16. INSURANCE

16.1 The SUPPLIER shall maintain levels of insurance sufficient to cover its respective liabilities and obligations under the PURCHASE ORDER and at law. Satisfaction of the obligation to procure insurance and perform other actions in connection with this Clause will not relieve the SUPPLIER of any other obligations or liabilities.

16.2 Where the SUPPLIER is required to carry out work of any kind on the premises of the PLEXUS GROUP, the SUPPLIER shall affect legal liability insurance with a minimum coverage in an amount of one million pounds sterling (£1,000,000) per event and procure that any SUBCONTRACTOR effects similar insurance in respect of loss or damage to property or death or injury to persons resulting from or during the execution of the PURCHASE ORDER. Should such insurance policy cover a liability in excess of one million pounds sterling (£1,000,000) then PLEXUS shall have the benefit of the full extent of the cover available. The SUPPLIER must submit proof of the insurance cover to PLEXUS.

17. CUSTOMS PROCEDURES

- 17.1 When applicable, PLEXUS and SUPPLIER will each apply to HM Customs and Excise for Shipwork End Use (SEU) and will also, where appropriate, apply for Inward Processing Relief (IPR), Outward Processing Relief (OPR) and Returned Goods Relief (RGR) for their respective import, export, and re- import of items required for WORK.
- 17.2 Where items are sold to PLEXUS in connection with the provision of the WORK, the SUPPLIER will make available on a confidential basis to HM Customs and Excise all data reasonably necessary to enable the SUPPLIER to obtain the maximum benefits in terms of reliefs and will pass all such benefits in full to PLEXUS.
- 17.3 The PARTIES will each develop with government authorities, customs procedures for their respective export to an offshore location or vessel from which exploration or exploitation of oil or gas is carried out and for their re-import from an offshore location or vessel from which exploration or exploitation of oil or gas is carried out under the PURCHASE ORDER.
- 17.4 The PARTIES will each be accountable for compliance with customs procedures based on each PARTY being a customs authorised trader in possession (not ownership) of the items subject to customs control at any given time.
- 17.5 The SUPPLIER will pay when due, all import and export taxes and duties items required for the PURCHASE ORDER and imported or exported by the SUPPLIER. The SUPPLIER will be responsible for ensuring that it holds the necessary import and export licences issued by the relevant authorities prior to the commencement of any WORK.

18. FINANCIAL AND PERFORMANCE AUDIT

- 18.1 PLEXUS will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other BOOKS AND RECORDS; and (iii) the performance of any other of the SUPPLIER's obligations under the PURCHASE ORDER, which are capable of being verified by audit.
- 18.2 Based on the findings of the audit the PARTIES will settle any amounts charged incorrectly within forty-five (45) days of any audit finding; and the SUPPLIER will provide or re-perform any WORK where the requirement to do so is identified by any audit within forty-five (45) days of any audit finding.
- 18.3 The SUPPLIER will keep BOOKS AND RECORDS available for audit for the longer of the following periods: (i) six (6) years following termination of the PURCHASE ORDER or any longer period as required by APPLICABLE LAWS; or (ii) two (2) years after the period expires on any obligation of the SUPPLIER to perform or re- perform any WORK.
- 18.4 If a longer period is specified in the PURCHASE ORDER for retention of relevant records, including for compliance with ANTI-BRIBERY LAWS, the SUPPLIER will comply with that requirement.

19. GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES

19.1 Governing Law

This PURCHASE ORDER, and any dispute or claim arising out of or in connection with this PURCHASE ORDER or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with the laws of Scotland, excluding conflict of law rules and choice of law principles that provide otherwise.

19.2 Dispute Resolution

If any dispute or difference arises in relation to the performance or non-performance of this PURCHASE ORDER, including any question regarding its existence, validity or termination, the PARTIES shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way.

If no agreement is reached within forty-five (45) days the dispute shall be determined by the appointment of a single arbitrator to be agreed between the PARTIES, or failing agreement within fourteen (14) days after either PARTY has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either PARTY. The seat of arbitration shall be Scotland. The language to be used in the arbitral proceedings shall be English.

19.3 Specific Implement

PLEXUS is entitled to specific implement of the PURCHASE ORDER.

20. BUSINESS ETHICS

20.1 The SUPPLIER warrants that it shall and shall ensure that the SUPPLIER GROUP shall comply with all APPLICABLE LAWS, including without limitation ANTI-BRIBERY LAWS and the Modern Slavery Act 2015, in the performance of the PURCHASE ORDER; and PLEXUS' policies, standards and procedures, including without limitation the Plexus Supplier Code of Conduct, of which the SUPPLIER has familiarised itself with.

20.2 The SUPPLIER agrees that it and each member of the SUPPLIER GROUP will adhere to and notify PLEXUS of violations of the principles contained in the Plexus Supplier Code of Conduct in all its dealings with or on behalf of PLEXUS, in connection with this PURCHASE ORDER and related matters.

20.3 The SUPPLIER shall fully defend, indemnify and hold PLEXUS harmless from and against all claims, demands, causes of action, losses, liabilities, damages, penalties, costs and expenses (including but not limited to all related legal costs and expenses) which may be imposed or asserted against PLEXUS as a result or by reason of failure or alleged failure of the SUPPLIER or SUPPLIER GROUP to comply fully with this Clause.

21. HEALTH, SAFETY, ENVIRONMENT AND QUALITY

21.1 PLEXUS places prime importance on health, safety, environment and quality issues and requires that the SUPPLIER subscribes to and actively pursues the highest HSE STANDARDS.

- 21.2 The SUPPLIER shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the WORK. The SUPPLIER shall collaborate with PLEXUS in establishing HSE interface arrangements and the production of an HSE interface document as and when so requested.
- 21.3 The SUPPLIER shall provide its employees with and shall ensure that its employees and SUBCONTRACTOR's employees use any protective clothing and safety equipment required.
- 21.4 The SUPPLIER shall co-operate with PLEXUS in providing an appropriate response to any emergency occurring at the WORKSITE and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.

22. ADDITIONAL LEGAL PROVISIONS

- 22.1 The PARTIES retain their rights and remedies under APPLICABLE LAWS, subject to any provisions in the PURCHASE ORDER that provide otherwise.
- 22.2 A provision of the PURCHASE ORDER is not waived unless made in writing by an authorised representative of the waiving PARTY.
- 22.3 Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the PURCHASE ORDER do so, along with all remedies attached to them.
- 22.4 Amendments to the PURCHASE ORDER must be made in writing and signed by the PARTIES' authorised representatives in order to be binding.
- 22.5 No person other than a PARTY to the PURCHASE ORDER shall be entitled to enforce any terms of it save that where an agreement is entered into pursuant to which any rights or obligations contained in the PURCHASE ORDER are permissibly assigned or novated to a third party.
- 22.6 Members of the SUPPLIER GROUP or PLEXUS GROUP are not a party to the PURCHASE ORDER, but conferred rights in it are entitled to enforce those rights, but are not required to consent to amend or terminate those rights.
- 22.7 The PURCHASE ORDER sets forth the entire agreement between the PARTIES concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the PURCHASE ORDER as included. Any confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the PURCHASE ORDER provides that it is terminated or replaced.