

SECTION IV - SCA General Terms and Conditions for Sale of Equipment (Rev. 15 April 2024)

These General Terms and Conditions for Equipment sale are applicable to all SCA (as defined below) quotations, sales agreements with SCA, deliveries from SCA and all other performances of SCA as well as invoices from SCA and for payments to SCA. SCA rejects applicability of any other terms and conditions which Client Group or any other party may apply unless it explicitly agrees to such other terms and conditions in a written document signed by SCA.

Definitions

In these General Terms and Conditions for Equipment Sale:

- **"ABC Programme"** means an anti-bribery and corruption policy and any related procedures as amended, varied or supplemented from time to time, which (without limitation) may include policies, procedures and controls relating to recording of financial transactions; anti-bribery and corruption risk assessment and mitigation; training of personnel; whistle blowing facilities; due diligence on third party engagements/contracts; gifts and hospitality, promotional expenditures, sponsorship and charitable donations; and promoting and monitoring compliance.
- **"Affiliate"** means any entity controlled, directly or indirectly, by a company, any entity that controls, directly or indirectly, such company, or any entity directly or indirectly under common control with such company. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.
- **"Contract"** or means the contract for the sale of Equipment and includes these GTC's, whether they are referred to or not in any form of agreement, purchase order or any other documentation in which an agreement for the sale of Equipment is made.;
- **"Applicable Anti-Bribery Laws"** means any laws, regulations and other legally binding measures relating to bribery, corruption or similar activities of (i) the United Kingdom, including without limitation the Bribery Act 2010; (ii) the United States of America including, to the extent applicable to either PARTY, the Foreign Corrupt Practices Act 1977; and (iii) any country or countries in which any of the obligations of the CONTRACT are to be or are performed.
- **"Client"** means the person or company who accepts SCA' written quotation for the sale of Equipment or whose written order for the Goods is accepted by SCA;
- **"Client Group"** means the Client, its co-venturers, its and their Affiliates, its and their subcontractors and its and their clients of any tier in respect of the Equipment.
- **"Contract Price"** means the price to be paid for the Work and the Equipment, calculated in accordance with the terms and conditions of the Contract.
- **"Contractor Group"** means: Contractor, its Affiliates and its and their subcontractors of any tier and its and their personnel, directors and ultimate shareholders;
- **"Default"** has the meaning given in clause 4.3. below.
- **"Defect"** shall have the meaning given in clause 8.1. below
- **"Equipment"** means the goods (including any part of the goods or any parts for the goods) which SCA is to supply in accordance with the Contract;
- "Excluded Losses" has the meaning given in clause 9.1.
- **"Force Majeure"** has the meaning given in clause 14.1.
- **"INCOTERMS"** means the ICC rules for the use of domestic and international trade terms 2020;

- **“Group”** means Contractor Group and / or Client Group
- **“GTC”** means these General Terms and Conditions for Equipment Sale;
- **“Insolvency Event”** means Client becomes bankrupt or makes a composition or arrangement with its creditors or a winding-up order of the Client is made or a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed or a petition is presented applying for an administration order to be made under any applicable law.
- **“Party” / “Parties”** means both Client and SCA.
- **“SCA” or “Contractor”** means Subsea cable assets BV and SCA ASSETS GT LLC and all affiliated companies in the group;
- **“SCA Design”** has the meaning given in clause 8.9.
- **“Site”** means the location at which the Client wishes to use the Equipment.
- **“Third Party”** means any party other than a member of SCA Group or Client Group;
- **“Warranty Periods”**: means the time periods described in clause 8.1. below.
- **“writing”** means in writing, which includes facsimile transmission, emails, Whatsapp and SMS messages and similar electronic forms of communication

1. Quotations

1.1. All quotations/proposals of SCA are subject to change without notice and without obligation. The validity of all quotations expires automatically 30 days after the quotation date. All documents attached to the quotation, e.g., drawings, pictures, dimensions, weights, and capacities only contain approximate details, and no rights can be derived from them.

1.2. Availability of Equipment offered in SCA’s quotations is subject to availability.

2. Prices and taxes

2.1. All prices are offered in Euro or USD, excluding VAT (or similar taxes, dues and duties), documents and packaging.

2.2. All taxes or duties levied outside The Netherlands, or the UAE are the sole responsibility of the Client and SCA will not be liable to pay any such taxes or duties. The Client will reimburse SCA for any non-Dutch or non-UAE taxes which any tax authority of any jurisdiction other than the UAE or the Netherlands requires SCA to pay under or in connection with any Contract. If applicable, SCA will charge VAT and other government levies in accordance with applicable (international) laws and regulations, if necessary, with retroactive effect.

3. Order acceptance

3.1. Orders are accepted by SCA when confirmed in writing by an authorized employee of SCA. Commitments of SCA personnel in forms other than in writing are not valid.

3.2. Agreements accepted by SCA, regardless of the planned time of delivery, can not be cancelled by the Client.

4. Payment Terms

4.1. Unless otherwise agreed in the Contract, the terms of payment of SCA's invoices shall be thirty (30) days from the invoice date. All payments are due in the currency specified in the Contract and/or the Contractor's invoice. The Contractor may charge applicable statutory late payment interest on all overdue amounts.

4.2. Where Contractor has genuine doubts as to the Client's financial position, the Contractor may, at its sole discretion, have the right to suspend the Work (or part thereof) and secure and store the Work (or part thereof) at the Client's risk and cost and without any liability to the Client, until satisfactory security for payment under the Contract has been provided to the Contractor. The Client shall not be entitled to off-set or withhold any amounts due to Contractor without written approval from the Contractor.

4.3. In the event the Client fails to remedy a breach of any contractual obligation ("Default") or fails to fulfil any of its payment obligations hereunder within five (5) days from written notice thereof by the Contractor, then, without further notice, the Contractor may suspend the Work (or part thereof) and secure and store the Work (or part thereof) at the Client's risk and cost until such Default is remedied. If the Default persists after a period of five (5) days following such notice, the Contractor may terminate the Contract with immediate effect without any liability to the Client, and the Contractor may resell all Equipment purchased by Client to any Third Party. The Contractor shall not be obliged to suspend the Work before it terminates the Contract. The Contractor may suspend or terminate the Contract with immediate effect in case an Insolvency Event occurs. In the event of such termination, the Client shall pay to the Contractor: (i) all monies due in respect of all Work performed; plus (ii) all documented costs (including the costs of cancellation or termination or transfer of supplier contracts); plus (iii) a termination fee equal to ten percent (10%) of the Contract Price.

4.4. Title to the Work shall remain with the Contractor until receipt by the Contractor of the full payment of the Contract Price.

5. Delivery Terms

5.1. All deliveries of Equipment are Free Carrier (FCA) (INCOTERMS® 2020), at SCA's yard. The Client shall arrange appropriate transportation to its Site at its own risk and expense, including documents and duties. In case packaging of Equipment (including checking, marking and any third-party inspection) is necessary, SCA will arrange this for the account of the Client.

5.2. In the event that Parties agree that SCA shall arrange (part of) the transportation of the Equipment to the Site, SCA will do so as the Client's agent, for and on behalf of the Client. In no event whatsoever will SCA be liable for delay in delivery/transportation of Equipment and/or damage to the Equipment during transportation.

5.3. SCA reserves the right to make partial deliveries of Equipment. Partial deliveries may be invoiced separately.

5.4. Delivery dates for (parts of) Equipment shall be agreed in the Contract. Compliance of SCA with the agreed delivery dates is subject to the Client's compliance with all its contractual obligations such as but not limited to placing a timely written order for the Equipment and Payment (Guarantee). Any delay of Client in fulfilling its contractual obligations may result in delay in delivery of the Equipment. SCA rejects any and all liability for such delay.

5.5. If delivery cannot take place due to the failure of the Client, all costs for storage and insurance will be for the account of the Client.

5.6. If Client fails to provide sufficient details or instructions regarding delivery at the time of order, or fails to take delivery, the equipment sold will be stored at Client's expenses. In this case, equipment is deemed to be delivered from the time they are ready for transport, specified by SCA.

5.7. In the event of delay in delivery of the Equipment FCA at SCA's yard due to reasons attributable to SCA, SCA's liability will be limited to liquidated damages in the amount of 0.5% of the Contract Price for each full week of delay or pro rata for part of a week, up to an aggregate maximum amount of 5% of the Contract Price. Parties agree that these liquidated damages are a limitation of SCA's liability for delay and not a penalty. Such liquidated damages shall be Client's sole financial remedy for any and all costs, losses or damages that it may suffer due to delay in delivery of the Equipment. The Client shall only be entitled to terminate the Contract for delay after the maximum number of liquidated damages has been reached.

6. Sanctions, Trade Controls and Anti-Bribery and Corruption

6.A.. Sanctions and Trade Controls

6.A.1. Each Party shall, and shall procure that the other members of its Group shall, comply with all applicable trade, economic and financial sanction laws, anti-boycott and export control laws, including those of the United Kingdom, the European Union, the United Nations and the United States of America ("Sanctions and Trade Controls Laws") with respect to the Equipment provided under the Contract and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. With regard to Sanctions and Trade Controls Laws, Client shall be responsible for obtaining any required government authorisations, including applicable export licences or exemption authorisations.

6.A..2. Without prejudice to the generality of sub-Clause 6.A..1, in connection with the Contract, each Party shall avoid any dealings with any person listed or designated as a sanctioned person (or any person owned or controlled (as such terms are defined under any Sanctions and Trade Control Laws) by a person listed or designated as a sanctioned person) under any Sanctions and Trade Controls Laws (a "Designated Person"). A Party shall notify the other Party immediately in writing upon:

- (a) commencement of any procedure through which any member of a Party's Group may become a Designated Person; or
- (b) any member of a Party's Group becoming a Designated Person.

6.A..3. Following any member of a Party's Group becoming a Designated Person, the other Party shall be entitled at any time to terminate all or any part of the Contract by written notice with immediate effect without incurring any liability to the other Party whatsoever. A Party shall not be required to comply with any obligation under the Contract which would place any member of its Group in breach of Sanctions and Trade Control Laws.

6.B. Anti-Bribery and Corruption

6.B..1. Each Party warrants and represents that in negotiating and concluding the Contract it has complied, and in performing its obligations under the Contract it has complied and shall comply, with all Applicable Anti-Bribery Laws.

6.B..2. Both Parties warrant that they have an ABC Programme setting out adequate procedures to comply with Applicable Anti-Bribery Laws and that they will comply with such ABC Programme in respect of the Contract.

6.B..3. If a Party ("**First Party**") has a reasonable belief that the other Party ("**Other Party**") has breached Clause 6.B..1, it may give formal notice of its intention to terminate the Contract to the Other Party giving the basis of such reasonable belief. If within seven (7) days of receipt of such formal notice the Other Party neither responds with information reasonably satisfactory to the First Party to refute such belief nor commences and continues with satisfactory action to remedy such suspected breach of Clause 6.B..1, the First Party may, by the provision of formal notice, terminate the Contract with immediate effect.

6.B..4. In the event of termination in accordance with Clause 6.B..3. the following conditions shall apply:

(a) subject to paragraph (b), the Contractor shall be entitled to payment for (parts of the) Equipment completed in accordance with the Contract up to the date of termination;

(b) the Contractor shall not be entitled to payment for any sums connected with the possible breach of Applicable Anti-Bribery Laws.

(c) subject to the Contractor being able to evidence that a breach of Clause 6.B..1 has occurred, the Contractor shall be entitled to receive from Client any additional costs reasonably incurred by the Contractor as a result of a breach by the Client;

7. Retention of Title

7.1. SCA retains full ownership of and reserves full title in the Equipment until such time as Client has fully paid the Contract Price.

7.2. If the retention of title as set forth in the provisions of Section 7.1 herein is not enforceable in accordance with the laws of the country where the Equipment is located, then Client and SCA will enter into a corresponding security instrument in the form and of the substance permissible in that country, to be mentioned in the Contract. The Client will provide (and/or support SCA in the execution or any other action necessary for or in relation to the establishment) upon request of SCA any documents necessary to perfect such security instrument. If the laws of country where the goods are located permit agreements for the retention of title (or other similar security instruments) that provide a broader form of security to the benefit of SCA (such as, without limitation, the right of the parties to generally assign the proceeds of a possible resale of the goods by Client to SCA), then Client shall promptly inform SCA thereof and shall execute upon request by SCA any documents necessary to perfect such broader form of security to the benefit of SCA.

8. Default, Defects, warranty, indemnification

8.1. SCA warrants the goods to be free from defects in material and workmanship ("Defects") upon delivery. The Warranty Period for new SCA Equipment shall be 12 (twelve) months from the date of delivery FCA (Incoterms 2020) at SCA's yard. With respect to SCA spare parts, the Warranty Period shall be 6 (six) months from the date of delivery FCA (Incoterms 2020) at SCA's yard. For non-SCA equipment and spare parts, the warranty will apply in accordance with the manufacturer's conditions. The burden of proof with respect to any Defects that Client may claim as being covered by this warranty will be on Client.

8.2. Client shall have the right, at his own expense, to inspect the Equipment at SCA's yard prior to delivery. If nothing emerges from the inspection or if the Client does not use its right to inspect the Equipment, SCA shall be deemed to have delivered the Equipment in accordance with the terms and conditions of the Contract.

8.3. Subject to this clause 8, within the Warranty Period, the Contractor shall either repair Defects or replace Equipment with Defects free of charge. Replacement parts will be delivered Ex-Works (Incoterms 2020) at SCA's yard, and the Contractor may require the return of allegedly defective parts, freight pre-paid, to establish whether or not there is a warranty Defect.

8.4. The Warranty contained in clause 8.1. is only applicable if: (i) the Defect occurred under normal and proper use and service of the Equipment, is not due to normal wear and tear, accidents or adverse weather conditions; and (ii) the Equipment is installed, operated and maintained strictly in accordance with the Contractor's instructions, manuals and technical bulletins; and (iii) the Equipment was properly used for the purpose which it was intended and the Defect arose from faulty materials in the Equipment or was caused by faulty Contractor workmanship, and was not caused by other machinery or apparatus, and (iv) the Client notified the Contractor in writing of the Defect within 14 (fourteen) days of its discovery.

8.5. Notwithstanding the foregoing, the Warranty will be void if the Equipment was either (i) repaired or serviced without permission of the Contractor; or (ii) repaired or serviced without review and authorization by the Contractor; or (iii) repaired by using replacement parts not manufactured, delivered or approved by the Contractor; or (iv) modified without prior approval by the Contractor in writing.

8.6. Contractor shall not be liable for costs of (i) air travel (including boarding and lodging) and other transport and visa costs for Contractor's personnel; and (ii) travelling and/or waiting and/or quarantining man hours; and (iii) costs for transport of parts by courier and surcharges for air transport of heavy parts; and (iv) general assistance by the Client's personnel and vessel's equipment during repairing or replacing of the Defects; (v) provision of crane assistance, scaffolding, special tools, etc. at any location other than at the Contractor's premises; (vi) import duties and/or other duties, levies, demurrage, harbour and storage fees, (vii) . costs of access to the Equipment, costs of dis-assembly or re-assembly of Equipment.

8.7. After delivery of the Equipment FCA (Incoterms 2020) SCA's yard , the liability of the Contractor shall be limited to the obligations contained in this clause 8 and the Client shall protect, indemnify and hold harmless the Contractor Group from any and all liability in excess of those obligations, regardless of the kind and irrespective of any claim in tort, under contract or otherwise at law, (including negligence, breach of contract or statutory duty), by way of indemnity or otherwise, howsoever and whatsoever caused.

8.8. The remedies set forth in this clause 8 shall be the Client's sole and exclusive remedies for any costs, losses or damage that it may suffer in relations to the Equipment or any Defects, and are in lieu of any other terms, stipulations, conditions or warranties, whether oral, express or implied, including any statutory implied terms relating to quality, merchantability or fitness for purpose, arising out of the operation of law or otherwise. At the expiry of the Warranty Period, all Contractor's obligations and liabilities with regard to the Contract and the Work shall end and no longer exist.

8.9. The Equipment sold by SCA is built in accordance with existing standard SCA designs ("SCA Design"). In the event that the Client requests SCA to make changes to a SCA Design SCA shall do so for the expense of and at the risk of the Client. SCA shall not be liable for any costs, losses, damages or delay whatsoever that the Client Group may suffer due to changes that SCA makes to any SCA design at the request of the Client. Client shall protect, indemnify and hold harmless Contractor group from all claims from any member of Client Group or from any Third Party in relation to any costs, losses or damages incurred or suffered in connection with changes made by SCA to a SCA Design at the request of Client.

9. Liability

9.1. Under no circumstances will SCA be liable for any (i) indirect or consequential damages or for (ii) any direct or indirect loss of profits, loss of contract, loss of business opportunity, loss of use (including any loss of use of the Equipment) or for any costs incurred by Client Group because of failure of the Equipment (such as but not excluding costs of downtime or standby time of any member of Client Group or any equipment or marine vessel of Client Group (“Excluded Losses”))

9.2. Notwithstanding anything to the contrary contained elsewhere herein, each of the Contractor and the Client shall, for and on behalf of themselves and their respective Group (Contractor Group or Client Group), save, release, defend, protect, indemnify and hold harmless the other Party and its respective Group from any claims for Excluded Losses and no such claim shall be made by either the Contractor or the Client or its respective Group.

9.3. All exclusions and limitations of liability and indemnities contained in this the Contract shall apply irrespective of cause and regardless of either Party’s or its respective Group’s negligence (including sole, joint, concurrent or otherwise), breach of duty, breach of warranty (whether expressed or implied) or breach of contract.

10. Changes & Variations

10.1. In the event a Party requests a change to the scope of the Work and such proposed change would have an impact on the Contract Price and/or Delivery schedule of the Contract, the Contract shall be adjusted by way of a variation order to reflect the changes thereto. No variation shall be implemented without a written agreement between both Parties.

11. Confidentiality & Intellectual property

11.1. **“Confidential Information”** means any and all: (i) disclosures, documents, photos, videos, animations, studies, drawings, concepts, models, inventions, specifications, patterns, know-how, commercial and/or technical information, or any intellectual property rights, relating to the Contract, the design or construction of the Equipment, Work and the price or delivery thereof and (ii) any corporate, commercial or other business information; and (iii) all other data which should be reasonably assumed as being confidential.

11.2. All Confidential Information furnished by a Party shall remain the sole property of the disclosing Party and is submitted in confidence upon the condition that the receiving Party shall: (i) not use the Confidential Information, in whole or in part, for any purpose other than the performance of this Contract; and (ii) keep all Confidential Information strictly confidential; and (iii) not disclose or furnish the Confidential Information, in whole or in part, to any Third Party. The receiving Party shall ensure that those Third Parties to whom Confidential Information is disclosed shall observe the provisions of this clause 11 in all respects as if they were party to this Contract and the receiving Party shall be liable for a breach of any of the provisions of this clause 11 by any such person.

11.3. The receiving Party’s obligations under the Contract shall not extend to Confidential Information which: (i) is in or enters the public domain without breach hereof by the receiving Party or its Group; or (ii) is lawfully in the possession of the receiving Party prior to the time of disclosure by the disclosing Party without binder of secrecy; or (iii) is completely independently acquired or developed by the receiving Party without the aid, reference to, application or use of Confidential Information, as to be demonstrated by the receiving Party with documentation; (iv) is obtained by the receiving Party from any third party that is lawfully in the possession of such information, but only if such disclosure of information to the receiving Party does not violate any contractual or legal

obligation to disclosing Party on the part of such third party or does not breach a confidential relationship of such third party to disclosing Party, or; (v) is required to be disclosed under the order, judgement or ruling of a court of competent jurisdiction (provided that the receiving Party shall, unless prohibited by law, give written notice of such required disclosure to the disclosing Party prior to the disclosure).

11.4. The Parties agree that any losses occurring from breach of confidentiality are not considered an indirect or consequential loss and therefore shall not be excluded by clause 9; and that damages alone may not be sufficient to limit or prevent the harm suffered by the Contractor and that the Contractor is entitled to seek an order for injunctive relief.

11.5. The Contractor shall at all times remain the owner of any and all intellectual property rights relating to the Work and all rights, title and interest in Confidential Information or other intellectual property rights developed by the Contractor (whether or not in connection with the Work) shall exclusively vest in the Contractor. The Contractor shall have the sole right to file applications for patents, copyrights, trademarks or other intellectual property rights.

12. Assignment

12.1. Client shall not directly or indirectly assign the Contract or any of its rights or obligations hereunder, without the prior written consent of SCA.

13. Severability

Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case, the void and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense spirit and purpose of these Terms.

14. Force majeure

14.1. Force Majeure means an event that is beyond a Party's control, could not have reasonably been foreseen at the effective date of the Contract, could not have reasonably been avoided or overcome by a Party and is not attributable to a Party. SCA will not be liable for any failure to fulfil a contractual obligation because of Force Majeure.

14.2. The agreed delivery dates for Equipment shall be automatically extended for any period of time in which SCA is prevented from or delayed in complying with its obligations by Force Majeure.

14.3. In the event of Force Majeure, SCA shall be entitled to terminate the Contract by written notice to the Client without incurring any liability whatsoever. SCA shall refund Client any such amount of payments as is attributable to the cancelled part of the order decreased by any costs made prior to such Force Majeure event.

15. Applicable law and arbitration

These GTC all Contracts between SCA and Client shall exclusively be governed by and construed in accordance with the laws of England and Wales, which law shall also apply to any dispute under or in connection with the Contract. Such disputes shall be referred to arbitration in accordance with the UNUM rules of arbitration by a sole arbitrator in Rotterdam, the Netherlands. The arbitrator shall be appointed by the Party commencing arbitration proceedings. The language of the arbitration shall be English.

16. Aggregate limitation of liability

Contractor Group's aggregate liability for any costs, losses or damages that the Client Group may suffer under or in connection with this Contract (including extra costs that the Client Group may incur in the event of termination of this Contract. shall be limited to 30% of the price of the Equipment. This limitation of liability shall apply regardless of the fault or negligence of any member of Contractor Group. Notwithstanding the first part of this clause, this limitation of liability shall not apply in the event of wilful misconduct or gross negligence of the Contractor's directors.