

SCA GENERAL CONDITIONS OF CONTRACT FOR SERVICES (VERSION 6TH OF DECEMBER 2023)

1. DEFINITIONS

1.1 "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.

1.2 "AFFILIATE" means, in relation to any company, at any time, any other entity:

- a) in which such company directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote; or
- b) which directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote of such company; or
- c) of which an entity as mentioned in b) hereabove controls directly or indirectly more than fifty percent (50%) of the registered capital or rights to vote.

1.3 "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.

1.4 "CLIENT GROUP" means the CLIENT, its client (of any tier) with respect to the WORK, its and their CO-VENTURERS, its and their respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the CONTRACTOR GROUP.

1.5 "CLIENT REPRESENTATIVE" means that person referred to in Clause 3.

1.6 "CONTRACT" means the contract between the CLIENT and the CONTRACTOR for the WORK 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 WORK is made.

1.7 "CONTRACT PRICE" means the price to be paid by the CLIENT for the WORK, as agreed in the PURCHASE ORDER.

1.8 "CONTRACTOR GROUP" means the CONTRACTOR, its SUBCONTRACTORS, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the CLIENT GROUP. "CONTRACTOR GROUP" shall also mean subcontractors (of any tier) of a SUBCONTRACTOR which are performing WORK offshore or at any wellsite, their AFFILIATES, their directors, officers and employees (including agency personnel).

1.9 "CONTRACTOR REPRESENTATIVE" means that person referred to in Clause 3.

1.10 "CO-VENTURER" means any other entity with whom the CLIENT or the CLIENT's client (of any tier) with respect to the WORK is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the WORK is being performed and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

1.11 "PURCHASE ORDER" means a written order issued from CLIENT to CONTRACTOR to purchase WORK.

1.12 "SUBCONTRACT" means any contract between the CONTRACTOR and any party (other than the CLIENT or any employees of the CONTRACTOR) for the performance of any part of the WORK.

1.13 "SCA" or "CONTRACTOR" means Subsea cable assets BV and SCA ASSETS GT LLC and all affiliated companies in the group.

1.14 "SUBCONTRACTOR" means any party (other than the CONTRACTOR) to a SUBCONTRACT.

1.15 "VARIATION" means such instructions or adjustments as set out in Clause 11.

1.16 "WORK" means the Work to be carried out by CONTRACTOR agreed in the PURCHASE ORDER.

1.17 "WORKSITE" means the lands, waters and other places on, under, in or through which the WORK is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the CONTRACT.

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.

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. CLIENT AND CONTRACTOR REPRESENTATIVES

3.1 The CLIENT REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE are the persons named as such in the PURCHASE ORDER or agreed in writing (including email) between the Parties. Such representatives, or delegates appointed in accordance with the provisions of this Clause 3, shall be readily available to enable both PARTIES to discharge their obligations under the CONTRACT.

3.2 The CLIENT REPRESENTATIVE and any person authorised by him shall have access at all reasonable times to the WORKSITE and the CONTRACTOR shall afford every facility for and every assistance in obtaining the right of access.

3.3 The CONTRACTOR REPRESENTATIVE has the authority to commit the CONTRACTOR to any course of action within the rights and obligations of the CONTRACTOR under the CONTRACT and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from the CLIENT all notices, information, instructions and decisions.

3.4 The PARTIES shall not change the CLIENT REPRESENTATIVE or CONTRACTOR REPRESENTATIVE or any nominated deputy without cause without the prior mutual approval of the other PARTY.

3.5 The CONTRACTOR REPRESENTATIVE and the CLIENT REPRESENTATIVE have no powers to amend the CONTRACT.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 In accordance with the terms and conditions of this CONTRACT, the CONTRACTOR shall perform the WORK and the CLIENT shall pay the CONTRACTOR the CONTRACT PRICE in exchange for the WORK.

4.2 The CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the WORK with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT.

4.4 The terms and conditions of the CONTRACT shall apply from the date on which both Parties have signed the CONTRACT ("EFFECTIVE DATE") until the CONTRACTOR has completed the WORK and fulfilled any other obligations in relation to those WORK.

4.5 The CONTRACTOR shall be responsible for the programming of the WORK.

4.6 On completion of the WORK or any portion thereof, the CONTRACTOR shall clear and remove all equipment and materials provided by the CONTRACTOR including debris, thereby leaving the WORKSITE in a clean, tidy and safe condition.

5. OFFSHORE TRANSPORTATION

Where WORK is to be performed offshore, the CLIENT shall provide, at no cost to the CONTRACTOR, all routine and medi-vac transportation for CONTRACTOR provided personnel, and transportation for CONTRACTOR-

provided equipment and material which are capable of transportation by helicopter or supply boat between the CLIENT-designated heliport and supply base and the offshore part of the WORKSITE.

6. CONTRACTOR TO INFORM CLIENT / CLIENT TO INFORM CONTRACTOR

6.1 The CONTRACTOR shall notify the CLIENT of any incidents which occur which might affect the carrying out of the WORK or the CONTRACT.

6.2 The CLIENT shall without delay provide to the CONTRACTOR all information affecting the WORK which the CONTRACTOR reasonably requires and requests from the CLIENT in order to properly perform the WORK in accordance with the CONTRACT.

7. CONTRACTOR PERSONNEL

7.1 The CONTRACTOR undertakes to provide competent, properly qualified, skilled and experienced in accordance with good industry practice, sufficient personnel at all times to ensure performance and completion of the WORK in accordance with the provisions of the CONTRACT.

7.2 Where key personnel of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the CLIENT. Any replacement shall work with the person to be replaced for a reasonable handover period.

7.3 The CONTRACTOR shall ensure that such key personnel and supervisory personnel of the CONTRACTOR and SUBCONTRACTORS shall read, write and speak fluent English.

7.4 The CONTRACTOR shall be as responsible for any WORK performed by any agency personnel and by any other person provided by the CONTRACTOR in connection with the WORK as if the WORK was performed by the employees of the CONTRACTOR.

7.5 The CONTRACTOR shall ensure that all employees of the CONTRACTOR and any SUBCONTRACTOR engaged in the performance of the WORK comply with applicable laws including immigration laws and where required are in possession of a valid work permit for the duration of the CONTRACT. When requested details of such work permits shall be submitted to the CLIENT prior to the employee being engaged in the WORK.

7.6 The CLIENT may instruct the CONTRACTOR to remove from the WORKSITE any person engaged in any part of the WORK who in the reasonable opinion of the CLIENT is either:

- (a) incompetent or negligent in the performance of his duties; or
- (b) engaged in activities which are contrary or detrimental to the interests of the CLIENT; or
- (c) not conforming with relevant Health, Safety and Environment safety procedures or persists in any conduct likely to be prejudicial to safety, health or the environment.

Any such person shall be removed forthwith from the WORKSITE. Any person removed for any of the above reasons shall not be engaged again in the WORK or on any other work of the CLIENT without the prior approval of the CLIENT. The CONTRACTOR shall provide a suitable replacement for any such person.

8. EXAMINATION AND DEFECTS CORRECTION

8.1 In order to confirm that the requirements of the CONTRACT are met the CLIENT shall have the right, but not the obligation, at all times during the performance of the WORK to examine the WORK, and all documentation relating thereto, and to reject any item which does not comply with all the requirements of the CONTRACT.

Neither failure on the part of the CLIENT or others to inspect the WORK or witness or test or to discover defects nor failure to reject work performed by the CONTRACTOR which is not in accordance with the CONTRACT shall relieve the CONTRACTOR from any liability or obligation under the CONTRACT.

8.2 The CONTRACTOR warrants and guarantees that it has performed and shall perform the WORK in accordance with the provisions of the CONTRACT, and that the WORK will be free from defects due to CONTRACTOR provided materials or CONTRACTOR workmanship.

8.3 If the CLIENT notifies the CONTRACTOR of any defects in the WORK before the CONTRACTOR leaves the offshore WORKSITE, the CONTRACTOR shall reperform, rectify or replace the defective part of the WORK arising out from faulty CONTRACTOR's workmanship or CONTRACTOR provided materials. The CONTRACTOR's

liability for the WORK and for defects will end and no longer exist when the CONTRACTOR's personnel leave the offshore WORKSITE. The remedies for defects in the WORK contained in this clause 8 shall be the CLIENT's sole remedies, to the exclusion of all other remedies at law or contained in any statute.

8.4 The CONTRACTOR shall not be liable to the CLIENT for the costs of helicopter transport of personnel between the shore-based heliport and offshore or for the costs of offshore accommodation and messing.

9. VARIATIONS

9.1 The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK which are within the capability and resources of the CONTRACTOR. The CONTRACTOR shall proceed immediately as instructed.

9.2 Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of any appropriate rates and prices, a fair and reasonable valuation shall be made (as agreed between the PARTIES).

10. FORCE MAJEURE

10.1. 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.

10.2 In the event of a force majeure occurrence, the PARTY that is or may be delayed in performing the CONTRACT shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay. Following notification of a force majeure, the PARTIES shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

10.3 Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence.

10.4 In the event of Force Majeure, CONTRACTOR shall be entitled to terminate the CONTRACT by written notice to the CLIENT without incurring any liability whatsoever. CONTRACTOR 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.

11. TERMS OF PAYMENT

11.1 For the performance and completion of the WORK, the CLIENT shall pay or cause to be paid to the CONTRACTOR invoices in 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 or wrongfully withheld amounts.

11.2. The CLIENT may dispute any (part of) CONTRACTOR's invoices before the due date. The CONTRACTOR shall issue a credit note for the disputed part of the invoice and the CLIENT shall pay the undisputed part of the invoice before the due date. In the event that a dispute regarding an invoice is resolved in favour of the CONTRACTOR, the CLIENT shall be liable to pay the late payment interest pursuant to clause 11.3. hereinbelow.

11.3 Interest shall be payable for late payment of correctly prepared and adequately supported invoices. The amount of interest payable shall be based on the then current annual Bank of England 'Base Rate' plus the annual eight percent (8%) per annum and shall be calculated pro rata on a daily basis. Interest shall run from the date on which the sum in question becomes due for payment until the date on which actual payment is made. Any such interest to be claimed by the CONTRACTOR shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates.

12. TAXES

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

12.2 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.

13. APPLICABLE LAW AND ARBITRATION

13.1 This CONTRACT and 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.

14. INDEMNITIES

14.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the CLIENT GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(a) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(b) personal injury including death or disease to any personnel of the CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(c) subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause 14.1(c) "third party" shall mean any party which is not a member of the CLIENT GROUP or CONTRACTOR GROUP.

14.2 The CLIENT shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(a) loss of or damage to property of the CLIENT GROUP, whether:-

(i) owned by the CLIENT GROUP, or

(ii) leased or otherwise obtained under arrangements with financial institutions by the CLIENT GROUP which is located at the WORKSITE arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(b) personal injury including death or disease to any personnel of the CLIENT GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(c) subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CLIENT GROUP. For the purposes of this Clause 14.2(c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or CLIENT GROUP.

(d) loss of or damage to such permanent third party oil and gas production facilities and pipelines and consequential losses arising therefrom, where such loss or damage is arising from, relating to or in connection with the performance or non-performance of the CONTRACT. The provisions of this Clause 14.2(d) shall apply notwithstanding the provisions of Clause 14.1(c).

14.3 Except as provided by Clause 14.1(a), Clause 14.1(b) and Clause 14.4, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the CLIENT GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

14.4 Except as provided by Clause 14.2(a) and Clause 14.2(b) the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT GROUP from and against any claim of whatsoever nature arising from pollution

occurring on the premises of the CONTRACTOR GROUP or originating from the property and equipment of the CONTRACTOR GROUP (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

14.5 If either PARTY becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident.

14.6 The indemnities given by the parties under this CONTRACT are full and primary, and shall apply irrespective of whether the indemnified party has, or has not, insurance in place relating to any claims, losses, damages or costs in respect of the subject matter of any indemnity given under this CONTRACT.

14.7 Each PARTY expressly agrees that the indemnities set out in this Clause 14 do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

15. INSURANCE BY CONTRACTOR

15.1 The CONTRACTOR shall have Comprehensive General Liability Insurance, which includes Employers Liability. The CONTRACTOR shall supply the CLIENT with evidence of such insurances on demand. The CONTRACTOR shall procure that SUBCONTRACTORS are insured to appropriate levels as may be relevant to their work. At the request of CLIENT, the CONTRACTOR shall ensure that the CLIENT is named as a co-insured on the CONTRACTOR's Comprehensive General Liability insurance for the CONTRACTOR's indemnities contained in these General Conditions of Contract.

16. EXCLUDED LOSSES

16.1 For the purposes of this Clause 16 the expression "EXCLUDED LOSS(ES)" means:

- (a) any indirect, consequential or special loss or damages of any kind or character, howsoever arising; and/or
- (b) loss of profit or anticipated profit, loss of revenue, loss of use of equipment (including loss or deferral of use of the CONTRACTOR equipment) or associated equipment, loss of the benefit of the WORK, loss of bargain, loss of production or deferral of production of hydrocarbons from the well, down time costs, delay costs and standby costs, loss of opportunity, loss of contract, loss of goodwill, the cost of obtaining any new financing or maintaining any existing financing (including the making of any scheduled or other repayment or prepayment of debt and the payment of any interest or other costs, fees or expenses incurred in connection with the obtaining or maintaining of financing), whether or not such losses are direct, consequential, indirect or special in nature, and whether or not such losses were foreseeable or not at the effective date of the CONTRACT.

16.2 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.

16.3 All exclusions and limitations of liability and indemnities contained in 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.

17. CONFIDENTIALITY

17.1 The CONTRACTOR shall at no time without the prior written agreement of the CLIENT either:

- (a) make any publicity releases or announcements concerning the subject matter of the CONTRACT; or
- (b) except as may be necessary to enable the CONTRACTOR to perform its obligations under the CONTRACT, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to use, peruse or copy any information including but not limited to drawings, data, and computer software which:

(i) is provided to the CONTRACTOR by or on behalf of the CLIENT, the CO-VENTURERS or its or their AFFILIATES in or in relation to the CONTRACT; or

(ii) vests in the CLIENT in accordance with the CONTRACT; or

(iii) the CONTRACTOR prepares in connection with the WORK.

17.2 The provisions of Clause 17.1 shall not apply to information which:

(a) is part of the public domain; or

(b) was in the possession of the CONTRACTOR prior to award of the CONTRACT and which was not subject to any obligation of confidentiality owed to the CLIENT; or

(c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or

(d) is required to be disclosed to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the WORK or the CONTRACTOR, or of any relevant stock exchange; or

(e) is used or disclosed by the CONTRACTOR five (5) years or more after the completion of the WORK.

17.3 The CONTRACTOR shall ensure that the provisions of this Clause 17 are incorporated in any SUBCONTRACT and that the officers, employees and agents of the CONTRACTOR and of the SUBCONTRACTORS comply with the same.

17.4 All information provided by the CONTRACTOR which the CONTRACTOR wishes to remain confidential shall be clearly marked as confidential provided, however, that any such information relating to the CONTRACTOR's pricing and trade secrets shall always be treated as confidential by the CLIENT without the necessity on the part of the CONTRACTOR to clearly mark as such. In respect of such confidential information, the CLIENT shall be entitled to:

(a) disclose to and authorise use by the CLIENT GROUP; and

(b) disclose pursuant to any statutory or other legal requirement; and

(c) subject to the CONTRACTOR's prior consent, which shall not be unreasonably withheld or delayed, disclose to and authorise use by third parties to the extent necessary for the execution and maintenance of the project and/or structure and/or facility in connection with which the WORK is to be performed.

Notwithstanding the above, the CLIENT shall, and shall ensure that its officers, employees and agents take all reasonable measures to protect confidential information of the CONTRACTOR concerning or arising from the CONTRACT for a period of five (5) years from the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT. For the avoidance of doubt, the provisions of this Clause 17.4 shall not apply to information which vests in the CLIENT in accordance with the CONTRACT.

18. CUSTOMS

The CLIENT shall reimburse the CONTRACTOR for any Customs costs that the CONTRACTOR incurs in respect of the WORK. CONTRACTOR shall not be liable for any costs, losses or damages incurred or suffered due to Customs delays.

19. TERMINATION

19.1 The CLIENT shall have the right by giving notice to terminate all or any part of the WORK or the CONTRACT at such time or times as the CLIENT may consider necessary for any or all of the following reasons:

(a) subject only to Clause 19.2 in the event of any default on the part of the CONTRACTOR; or

(b) in the event of the CONTRACTOR becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the CONTRACTOR being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a

petition presented applying for an administration order to be made, or any equivalent act or thing being done or suffered under any applicable law.

19.2 In the event of default on the part of the CONTRACTOR and before the issue by the CLIENT of an order of termination of all or any part of the WORK or the CONTRACT, the CLIENT shall give notice of default to the CONTRACTOR giving the details of such default. If the CONTRACTOR upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to the CLIENT to remedy such default the CLIENT may issue a notice of termination in accordance with the provisions of Clause 19.1.

19.3 In the event of termination of the CONTRACT the CONTRACTOR shall be entitled to payment for the part of the WORK done up to the effective date of termination.

20. AUDIT AND STORAGE OF DOCUMENTS

20.1 During the course of the WORK and for a period ending two (2) years thereafter, the CLIENT or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the CONTRACTOR's records (howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to;

(a) all invoiced charges made by the CONTRACTOR on the CLIENT; and

(b) any provision of this CONTRACT under which the CONTRACTOR has obligations the performance of which is capable of being verified by audit.

In this respect the CLIENT shall not be entitled to investigate the make up of rates and lump sums included in the CONTRACT except to the extent necessary for the proper evaluation of any VARIATIONS.

20.2 The CONTRACTOR shall co-operate fully with the CLIENT and/or its representatives in the carrying out of any audit required by the CLIENT. The CLIENT will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the CONTRACTOR.

20.3 The CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and will cause such rights to extend to the CLIENT.

20.4 The PARTIES shall keep all documents and data (howsoever stored) related to this CONTRACT for a period of six (6) years after the date of completion of the WORK.

21. ANTI-BRIBERY AND CORRUPTION

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.

22. GENERAL LEGAL PROVISIONS

22.1 Waiver

None of the terms and conditions of the CONTRACT shall be considered to be waived by either PARTY unless a waiver is given in writing by one PARTY to the other. No failure on the part of either PARTY to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms.

22.2 CONTRACTOR'S AFFILIATES

Any limitation of liability given by the CLIENT to the CONTRACTOR under the CONTRACT shall include the AFFILIATES of the CONTRACTOR.

22.3 Independence of the CONTRACTOR

The CONTRACTOR shall act as an independent contractor with respect to the WORK and shall exercise control supervision, management and direction as to the method and manner of obtaining the results required by the CLIENT.

22.5 Notices

All formal notices in respect of the CONTRACT shall be given in writing and delivered by hand, by fax or by first class post to the relevant address stated in the PURCHASE ORDER or agreed between Parties in writing (which includes email) and copied to such other office or offices of the PARTIES as shall from time to time be nominated by them in writing to the other.

Such notices shall be effective:

- (a) if delivered by hand, at the date of delivery;
- (b) if sent by email, at the date of sending;
- (c) if sent by courier, at the date of delivery.

Subject to any specific administrative instructions agreed between the PARTIES, any standard business correspondence associated with the CONTRACT and/or the WORK may be sent by either e-mail, fax or letter.

22.6 Entire Agreement

The CONTRACT constitutes the entire agreement between the PARTIES hereto with respect to the WORK and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the PARTIES.

22.7 Mitigation of Loss

Both PARTIES shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other PARTY.

22.8 Invalidity and Severability

If any provision of this CONTRACT 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 CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The PARTIES 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.

23. 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 AGREEMENT shall be limited to 30% of the CONTRACT PRICE. This limitation of liability shall apply regardless of the fault or negligence (either contractual or non-contractual) of any member of CONTRACTOR GROUP. This limitation of liability applies to all claims, whether contractual or non-contractual.