

WFS TECHNOLOGIES LTD
Subsea Equipment
Standard Terms and Conditions of Business

1. DEFINITIONS

1.1 Agreement. "Agreement" means these Standard Terms and Conditions of Sale, together with all Exhibits and Schedules incorporated in this Agreement by reference, all Purchase Orders and Change Orders issued pursuant to the Agreement, all Plans and Specifications and Operating and Maintenance Manuals applicable to this Agreement, and all Amendments to this Agreement.

1.2 Amendment. "Amendment" means a Change Order, written document, or letter signed by or on behalf of both Buyer and Seller, which is intended to modify this Agreement.

1.3 Buyer. "Buyer" means the undersigned that is ordering goods and/or services from Seller hereunder.

1.4 Change Order means a written document which is intended to make changes in the character or quantity of the items to be furnished hereunder, including changes in Plans and Specifications, instructions for Work and Services, methods of shipment or packaging, or schedules of or places for delivery of the items.

1.5 Confidential Information. "Confidential Information" means any and all written, electronic or other documentary information of either the Seller or Buyer transmitted to the other party hereunder that reflects or reveals confidential and proprietary information of the transmitting party. Confidential Information may be marked "Confidential" or "Proprietary" at the time of its transmission to the receiving party and includes information generated by the receiving party with respect to the Confidential Information. Confidential Information includes, but is not limited to, design and development information, whether conceptual or not or patentable or not, drawings, specifications, graphs, as well as engineering, manufacturing, business and marketing plans and processes, strategies and financial studies and analysis.

1.6 Equipment. "Equipment" means the Seller's equipment and services which are described in Seller's Quotation.

1.7 Intellectual Property. "Intellectual Property" means all patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and/ or appurtenant thereto.

1.8 Plans and Specifications. "Plans and Specifications" means all drawings and other written and pictorial descriptions of the Equipment, whether prepared by or at the direction or on behalf of Buyer, Seller, or any other person, intended to fit and describe the size, quality and character of the Equipment, its systems, materials and other appropriate elements.

1.9 Premises. "Premises" means the location designated by Buyer at which Equipment is to be installed or Services are to be performed.

1.10 Purchase Order. "Purchase Order" means a purchase order or Service order issued by Buyer on Buyer's standard form and accepted by the Seller.

1.11 Seller. "Seller" means WFS Technologies LTD, a

Scottish Company..

1.12 Seller's Quotation. "Seller's Quotation" means the written quotation or proposal issued by Seller to Buyer in response to Buyer's request for a bid, quotation, proposal or similar communication.

1.13 Services. "Services" means all services, rental, labour and other professional services (including, without limitation, consulting, implementation, training and supervision, and transportation of Equipment) done by or at the direction or on behalf of Seller for the benefit of Buyer.

1.14 WFS Software. "WFS Software" refers to the programs which are embedded in the Equipment and which direct or report its operation.

1.15 Work. "Work" means Seller's Equipment and Services provided to Buyer as specified in the Purchase Order.

1.16 Operating and Maintenance Manuals. "Operating and Maintenance Manuals" means the Seller's standard operating and maintenance manuals for the Equipment as provided by and updated by Seller from time to time,

2. CONTRACT FORMATION AND ADMINISTRATION

2.1 Contract Formation. The terms and conditions contained in this Agreement apply to any Purchase Order placed by Buyer with Seller with respect to the Work. In the event of any conflict between these Terms and Conditions and any other Buyer document of whatever nature associated with or pertaining to the contemplated purchase and sale of Work hereunder, these Terms and Conditions shall prevail and govern in all respects.

2.2 Other Terms. Any terms contained in Buyer's offer to buy, request for quotation, Purchase Order or any other form or communication received from Buyer which are in addition to or different from the terms and conditions contained in this Agreement are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. In the event that the printed terms of Seller's order acknowledgment are in conflict with the terms of this Agreement, the terms of this Agreement shall control.

2.3 Amendment. This Agreement may be amended by the parties only as expressly agreed to in writing and signed by both parties.

2.4 Change Orders. Change Orders may be submitted by either Buyer or Seller. All Change Orders must be in writing and signed by a duly authorized representative of Buyer and Seller. If any Change Order results in an increase (or decrease) in Seller's cost or in the time for performance, Seller shall be entitled to an equitable adjustment in the price or time for performance of the Work covered by this Agreement based upon the actual difference in expense or time necessary for performance of the Work, together with a reasonable allocation of overhead and profit. Seller shall provide an estimate of any anticipated price increase or delay in performance time within thirty (30) days of the date of receipt of Buyer's Change Order. However, notwithstanding the foregoing, Seller shall be under no obligation to proceed with

major changes in the original Purchase Order without Buyer's written Change Order, and an equitable adjustment in price and/or time to complete the Purchase Order.

2.5 Entire Agreement. The terms and conditions contained or incorporated by reference in this Agreement constitute the complete and exclusive statement of the terms and conditions of the agreement between Buyer and Seller for the purchase and sale of the Work to be purchased and sold hereunder and/or Services provided.

2.6 Equipment for Hire. In lieu of a purchase and sale of Equipment, the Equipment may be rented or hired by Buyer in accordance with the Hire Charges set forth in the Seller's Quotation. All other terms pertaining to the hire of Equipment are set forth herein. All Equipment hired remain the property of Seller

3. SHIPMENT TERMS

3.1 Packaging, Labeling and Shipping. Seller will package and load the Equipment and ship the Equipment in the manner and by the route and carrier specified in Seller's Quotation. A packing list in English will be enclosed in all shipments showing Buyer's Purchase Order number and the quantity and description of Equipment shipped. Bills of Lading showing routing, car or truck number, other customary data and Buyer's Purchase Order number shall be dated and be included at the time of each shipment.

3.2 Shipment. All Shipping Dates are estimates only, as per Seller's Quotation or order acknowledgement. Title and risk of loss shall be Incoterms Ex Works.

3.3 Transportation. Buyer shall provide any offshore transportation required in connection to the provision of the Services, including but not limited to transportation of people and equipment to and from the offshore installation or worksite.

3.3 Force Majeure. Seller will not be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

3.4 Progress Reports. Seller shall, upon reasonable request by Buyer, provide Buyer with written reports on the status of Seller's Work under this Agreement.

3.5 Project Schedule and Price Adjustments. Seller shall be entitled to equitable adjustments of the time to perform and/or Agreement price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence service and schedule changes beyond its reasonable control, or other delays caused by Buyer or others. Seller may impose upon Buyer reasonable charges for storage for any Work completed by Seller and not shipped when ready to ship due to Buyer's request, including Seller's reasonable costs of demobilization, delay, and remobilization. Should Work be delayed by any of the afore-mentioned causes for a period exceeding ninety (90)

days, Seller shall be entitled to terminate the Agreement. Seller's change proposals must be processed in not more than thirty (30) calendar days or as otherwise indicated on the change proposal.

4. PRICES, PAYMENT AND ACCEPTANCE

4.1 Pricing. The prices in Seller's Quotation shall be valid for thirty (30) days from the date thereof or upon Seller's prior notification of a price change to Buyer, whichever occurs first. The prices do not include freight charges, customs dues or similar taxation. Seller shall prepay transportation charges and Buyer shall reimburse Seller for such charges within thirty (30) days of Buyer's receipt of Seller's invoice. All transportation charges shall be stated separately from other charges

4.2 Transaction Taxes. The prices quoted in Seller's Quotation do not include any federal, state, county, local or other taxes levied on the Work, the use or sale of the Work, or on this Agreement by any jurisdiction either inside or outside the United States. Such taxes, where Seller is required by law to collect them, whether designated as VAT or sales tax, gross receipts tax, occupation tax, etc., will be billed to Buyer based on the law in effect at the time of delivery unless Buyer furnishes Seller with a proper tax exemption certificate. Buyer shall reimburse Seller for any state, county, or local property taxes respecting the Work, imposed, assessed, billed or becoming due and payable by Seller on or after the date the Work or its component parts are located on Buyer's Premises or the premises of any subcontractor. .

4.3 Withholding Taxes. If Buyer is required by law to deduct or withhold taxes from a payment to Seller, then Buyer may make those deductions or withholdings (or both), provided that no tax agreement applies which exempts from or reduces any such deductions or withholdings. In the event that a tax agreement applies granting an exemption from or reduction of such deductions or withholdings, Seller will provide Buyer with any statements, certificate or documentation that may be required for the purpose of applying the exemption or reduction granted pursuant to the provisions of the applicable tax agreement, and Buyer will refrain from making any deductions or withholdings, in accordance to the terms thereof.

4.4 Payment Terms.

4.4.1 Sale of Equipment Unless otherwise agreed to by Seller in writing, payment for each Item shall be due at Seller's main office, as follows:

(i) Fifty Percent (50%) of Purchase Order - Net within 10 days of placement of Purchase Order and (ii) Fifty Percent (50%) prior to shipment of the Equipment to Buyer's facilities. Partial shipments will be invoiced as shipped. Buyer agrees that Seller specifically retains a security interest under applicable laws in all the Equipment and all proceeds thereof to secure payment of all amounts due from Buyer to Seller.

4.4.2 Rental of Equipment. Payment for rental equipment and associated services shall be paid 30 days in advance, based on a genuine pre-estimate of contract value to be agreed between the parties.

4.4.3 Late Payment. Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance and, if collected by or through an attorney at law. Buyer shall also

pay Seller the lesser of fifteen percent (15%) thereof or the maximum amount allowed by law, as Seller's reasonable attorney's fees, and shall also pay other costs of collection.

4.4.4 If at any time Buyer does not make timely payments or Seller determines that the financial condition of Buyer does not justify the terms of payment established, Seller shall have the right to suspend the provision of services and may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any Purchase Order and shall be reimbursed for Seller's reasonable and proper cancellation charges.

4.4.5 Invoices and Credit. Pro rata or milestone payments shall become immediately due and payable upon Seller's completion of milestone criteria and/or delivery without set off and without further act or deed of Seller. Seller reserves the right to grant, deny or stop advancing credit at any time in its sole discretion. Seller's credit policies are subject to change at any time without notice. Buyer hereby consents to Seller giving or obtaining credit information to or from third parties regarding Buyer.

4.5 Inspection and Testing during Manufacturing. Buyer or Buyer's representatives shall have the right, upon reasonable notice to Seller (usually thirty (30) days in advance of test) to inspect and witness Seller's testing of all Equipment at Seller's site of manufacture. Buyer shall immediately notify Seller of any deficiencies identified by Buyer, and Seller shall have a reasonable time within which to rectify such deficiency. Buyer's waiver of inspection constitutes Buyer's acceptance of Seller's test results verifying that the Equipment conforms to the Plans and Specifications.

4.6 Factory Acceptance Tests (FAT). In the event that the Buyer requires a FAT, the performance, quality, quantities, dimensions, weight, capacity, conformity and characteristics as established in the Plans and Specifications will be deemed accurate and accepted when the Equipment is demonstrated to conform with the Plans and Specifications at the time of inspection.

4.7 Cost of materials. A change in the price of an item of more than five percent (5%) between the date of Seller's Quotation and the date of Seller's procurement or installation shall warrant an equitable adjustment in the Agreement price, which the parties agree to negotiate in good faith.

4.8 Suspension of Work. In the event of a suspension of Work by Buyer, Buyer's liability to Seller is for payment in full for all Work performed to the date of suspension, costs of delay, demobilization and remobilization that result from the suspension, and an equitable adjustment of the schedule.

4.9 Buyer supplied software, equipment, or personnel. In the event that the availability or functioning (as well as non-availability or non-functioning) of Buyer supplied software, equipment, or personnel delays negatively impacts the manufacturing process, including testing, Buyer agrees to be liable for all additional costs to Seller which may result, including delays to project schedule.

5. EQUIPMENT WARRANTIES AND REMEDIES

5.1 Equipment Warranty. Seller expressly warrants and guarantees to Buyer for the Warranty Period specified herein that all Equipment sold by Seller hereunder (a) will be of good quality and workmanship and free, in all material respects, from defects in materials and workmanship under normal

operating conditions and proper application in accordance with specifications for operations as described in the Seller's Quotation and Operating and Maintenance Manuals, (b) will be manufactured utilizing new materials, unless otherwise specified or agreed by Buyer, and (c) will be free of all liens and encumbrances and claims of title of third parties. Third-party supplied equipment or hardware/software is warranted only to the extent of the stated warranty by the original manufacturer. Seller does not warrant the compatibility of its Equipment with the goods of other manufacturers or Buyer's software except to the extent expressly represented in Seller's published specifications or Seller's Quotation.

5.2 Service Warranty. Seller expressly warrants and guarantees to Buyer that all Services performed by Seller hereunder (a) will be performed in a good and workmanlike manner by qualified persons selected and paid by Seller, (b) will be performed in accordance with generally accepted professional standards and practices, and (c) will conform, in all material respects, to the requirements of this Agreement, applicable Plans and Specifications, and applicable federal and state statutes, codes, and regulations.

5.3 Plans and Specifications / Manuals. Seller shall prepare and submit to Buyer Plans and Specifications, Operating and Maintenance Manuals as specified in Seller's Quotation.

5.4 Repair or Replacement of Non-Conforming Equipment or Services. During the Warranty Period, Buyer's sole and exclusive remedy shall be limited to the repair or replacement or reperformance of warranted Equipment or Services, location to be at Seller's option. In the event Seller elects to repair, replace or reperform such Equipment or Services, Buyer will, at its cost, provide Seller with any required offshore transportation and logistics for personnel, and equipment as well as unobstructed access to the Equipment, adequate space in the immediate vicinity of the Equipment, and such facilities and systems, including, without limitation, forklifts, cranes and other equipment, as well as utility connects and disconnects, as may be necessary to facilitate performance by Seller of its obligations under the warranty. At Seller's option, any such non-conforming Equipment may be returned by Buyer, at Buyer's expense, to Seller's factory or authorized factory service center, or repaired in place at Buyer's facility. Seller shall not be responsible for any charges for labor and/or parts incidental to the removal and re-installation/ remounting of Equipment repaired or replaced under this warranty.

5.5 Equipment Warranty Period. Seller's "Warranty Period" is (a) 365 days after shipment to Buyer where Buyer is the end-user of the Equipment. The Warranty Period shall not be extended or otherwise modified as a result of the repair or replacement of any non-conforming Equipment or its components. Buyer-supplied and/or Buyer-specified (or Buyer's customer-supplied and/or Buyer's customer-specified) items on systems, assemblies or power units are warranted per original manufacturer's warranty policy only. Seller's Warranty period for Services is for a period of thirty (30) days after the date the Services are performed.

5.6 Battery Warranty. In addition to the equipment warranties and exclusions provided elsewhere in this contract, Buyer accepts that battery life indication is based on a genuine pre-estimate by Seller. In the event that battery life is materially less than agreed, and provided that data and system usage were in accordance with design specification, Seller shall provide a replacement battery unit. Buyer shall prepay all removal and

transportation charges for the return of any Battery to Seller's factory or authorized factory service center

5.7 Equipment Warranty Processing Procedures / Replacement Parts. No Equipment shall be returned without prior authorization from Seller. Buyer shall prepay all removal and transportation charges for the return of such Equipment to Seller's factory or authorized factory service center. Seller will not accept any charges for labor and/or parts incidental to the removal and remounting of Equipment repaired or replaced under this warranty. All repair and replacement parts provided under this warranty will assume the identity, for warranty purposes, of the part replaced and the warranty on such replacement parts will expire in accordance with the warranty period above. Warranty coverage on replacement parts shall be for the cost of the part only and labor is excluded. Warranty Period Claims must be submitted within 30 days of failure or be subject to rejection. Seller's warranties are not transferable beyond the first Buyer of the Equipment, or end user as the case may be. All warranty claims for Seller's Work must be received by Seller within the warranty period, and Seller must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.

5.8 Equipment Warranty Exclusions. The foregoing warranty does not cover any Software and the conditions over which Seller has no control, including, without limitation:

- (i) items subject to normal wear and tear and expendable items;
- (ii) Degradation of signal quality or performance due to local metocean conditions;
- (iii) incorrect power supply or Equipment damaged or subjected to voltage, humidity, or temperature outside of specified operating conditions and range;
- (iv) accident, abuse or misuse after shipment from Seller's factory;
- (v) incorrect installation or operation of equipment by Buyer;
- (vi) products altered, disassembled or repaired by anyone other than Seller's personnel, Seller authorized factory service center personnel or persons so designated in writing by Seller's Service Department prior to commencement of such alteration, disassembly or repair; or
- (viii) (Types of failures which are not attributable to defects in materials and/or workmanship and which are not part of Seller's warranty include, but are not limited to the following conditions caused by anyone other than Seller:
 - a) Damages due to deterioration during periods of storage by the Buyer prior to installation and operation;
 - b) Damage attributable to accident, abuse, or neglect;
 - c) Operating beyond the recommended conditions specified in Seller's operating and maintenance manuals.
 - d) Repairs by unauthorized service personnel;
 - e) Misalignment, mis-wiring, high vibration or interference from any electromagnetic or radio frequency not supplied by Seller; or
 - f) Use of unauthorized hardware, software or other equipment.

5.9 Equipment Patent Infringement Warranty. Seller warrants that the Equipment shall not infringe any issued patent. If Buyer provides timely notice, information and assistance,

Seller shall indemnify and defend Buyer from and against any claimed infringement, which would constitute a breach of this warranty. In the event the Equipment is found to infringe any patent, Seller shall at its option procure for Buyer the right to continue use, replace or modify the Equipment with non-infringing goods, modify the Equipment so that it is non-infringing or upon return of the Equipment to Seller, refund the purchase price less reasonable depreciation. Seller grants no license, express or implied, other than the right of Buyer to use the Equipment for its intended purposes hereunder. In particular, Seller makes no warranty with respect to and shall not be liable for, any infringement relating to or arising out of:

- (i) Equipment manufactured to Buyer's design or specifications, or
- (ii) use of the Equipment in conjunction with any other product not furnished by Seller or in a combination not furnished by Seller. With respect to any claimed infringements arising out of circumstances described in this sub-Section Buyer shall indemnify and defend Seller against any and all loss, damage, costs and expenses including reasonable attorney fees.

5.9 Equipment Warranty Interpretation. Whenever possible, each provision of the foregoing warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

5.10 Pollution. Seller shall not be liable for any clean-up costs and damages caused in whole or in part by any pollution emanating from any Work performed by Seller including any products, tools or equipment owned by or in the possession and control of Seller arising out of or in any way related to any Work or services performed by Seller under this agreement, regardless of the negligence, fault or strict liability of Seller, Buyer or any other party.

5.10 Disclaimers. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND SELLER AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE EQUIPMENT OR SERVICES OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SELLER HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, SELLER AND ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN BUYER WITH RESPECT TO THE EQUIPMENT OR SERVICES OR ANY PART THEREOF.

6. INTELLECTUAL PROPERTY / SOFTWARE

6.1. Software License. Seller, upon delivering the Equipment to Buyer, grants Buyer a limited, non-exclusive license to use the Software, and related documents in Buyer's facilities only. Seller grants no license, express or implied, other than the right of Buyer to use the Software in connection with the use of the Equipment. Buyer shall obtain no title, ownership nor any other rights in and to the Software related documentation nor in the algorithms, concepts, design and ideas request by or incorporated in the Software and related documentation. Buyer shall not , copy or reproduce, or permit to be copied or reproduced the Software or related documentation for any purpose. Buyer shall not modify, or attempt to modify, the Software, nor shall allow the Software to be used on any equipment except that supplied by Seller as part of the Purchase Order, or for the Equipment for which the Software is purchased. Buyer will not transfer the Software to any other person, except as agreed to, in writing, by Seller. Buyer may not remove any copyright, trademark or other notice or product identification from the Software and must reproduce and include any such notice or product identification on any back-up made of the Software.

6.2. Software Support. Upgrades and support provided with the Equipment and (ii) any additional computer software identified in the Purchase Order, shall be subject to a separate Software License Agreement and shall be made a part hereof and set forth in an Exhibit hereto.

7. CONFIDENTIALITY

7.1 Disclosure and Use of Confidential Information. Seller and Buyer will hold all Confidential Information provided to each of them by the other party or otherwise procured or developed utilizing Confidential Information obtained by working at or about the other party's facilities in confidence and shall not disclose such Confidential Information to (a) any employee, agent or contractor of such receiving party not necessary to complete performance under this Agreement or (b) to any other third party. Seller and Buyer shall use the Confidential Information obtained from the other party solely for the purposes of completing performance under this Agreement.

7.2 Exceptions Regarding Confidentiality. The provisions of Section 7.1 shall not apply to any Confidential Information which (a) was in the possession of the receiving party prior to the date of this Agreement as evidenced by written documentation in such party's possession, (b) through no act or omission on the part of the receiving party is or becomes part of the public knowledge or literature, or (c) is independently arrived at without reference to the Confidential Information.

7.3 Return of Confidential Information. All Confidential Information shall be returned to Buyer or Seller, as the case may be, promptly upon written request therefore, provided, that Seller shall have the right to retain a copy of the final "as built" drawings for the purpose of assisting Seller with any after-sale warranty or Services it may be called upon to perform. Such request may be made at any time during or within six (6) months after completion of Seller's performance hereunder.

7.4 Notice of Compelled Disclosure. In the event that Seller or Buyer is requested pursuant to or required by applicable law or regulation or compelled by legal process to disclose any Confidential Information, such party will immediately provide the other with telephonic and written notice thereof and fully

cooperate with and assist in obtaining a protective order to either prevent such disclosure or permit such disclosure only upon such terms and conditions regarding the confidentiality thereof as is acceptable to the owner of such Confidential Information.

7.5 Survival of Obligations. The obligations of Seller and Buyer under Section 6 shall be in force and will survive the cancellation, termination or completion of this Agreement.

8. INDEMNITY

8.1 Indemnity. Seller shall indemnify, hold harmless and defend Buyer including its agents and employees from and against all claims, damages, losses, and expenses (excluding legal fees) arising out of or resulting from the performance of the Equipment or Service, or from the Buyer or Buyer's representative's performance of Work upon Seller's premises, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, and (b) is caused in whole by any intentional or grossly negligent act or omission of the Seller, or its employees, agents or contractors, and (c) is not caused by any intentional or negligent act or omission of Buyer, or its employees, agents or contractors. In any and all claims against any indemnified party by any employee of the Seller or any one acting on behalf of the Seller, the indemnification obligation under this sub-Section shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Seller or anyone acting on behalf of the Seller under worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Insurance. Seller shall carry and maintain during performance of Work or services contracted under any purchase order, the following insurance with minimum limits:

(a) Worker's compensation insurance in accordance with statutory requirements and employer's liability insurance in accordance with statutory requirements.

(b) Commercial general liability insurance covering bodily injury and property damage, including products and completed operations coverage with a £15,000,000 per occurrence and in the aggregate.

(c) The sufficiency of Seller's insurance coverages shall be deemed to be accepted by Buyer at such time as Buyer initiates payment to Seller, and Buyer shall be deemed to have waived any claims against Seller related to Seller's obligation to obtain insurance compliant with the contract.

8.3 Buyer's All Risk Insurance. It is understood and agreed Buyer's all-risk insurance (or that of the property owner where the Equipment is located) includes coverage for the full value of loss or damage to Seller's Equipment in place, for its stored material, and for its material in transit.

8.4 Additional Insureds. Seller will not be required to add additional insureds to any insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance.

8.5 Damage by Other Parties. Seller is not responsible for damage to its Work by other parties, and any repairs necessitated by such damage are extra Work which shall be separately charged by Seller. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

8.6 Documents, Materials, Work, Etc. of Third Parties. Seller's obligation to examine documents, the project site, and materials and services furnished by others is limited to notification to Buyer of any defects or deficiencies that a person in the trade of Seller would discover by reasonable visual inspection. No testing beyond reasonable visual inspection shall be required. Seller is entitled to rely on the accuracy and completeness of Buyer's plans, specifications, and reports of site conditions provided to Seller.

8.7 Back Charge Claims. No back charge or claim of Buyer for services shall be valid except by an agreement in writing by Seller before the Work is executed. In the event of Seller's failure to meet any requirement of this Agreement, Buyer shall notify Seller of such default, in writing, and allow Seller reasonable time to correct any deficiency before incurring any costs chargeable to Seller. No back charge shall be valid unless agreed upon in writing and billing is rendered no later than the 15th day of the month following the charge being incurred. Furthermore, any payments withheld under a claim of Seller default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid.

8.8 Closeout Documentation. Buyer will not require any contract closeout procedures or any forms that have not been provided to and specifically accepted in writing by Seller prior to signature of the Agreement.

8.9. INCIDENTAL AND CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, PUNITIVE, INDIRECT OR OTHER SIMILAR-TYPE DAMAGES, OR FOR CONTINGENT LIABILITIES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, INCOME OR PROFITS, COSTS, OR OTHER COMMERCIAL LOSS RESULTING FROM NON-CONFORMING EQUIPMENT OR SERVICES.

8.10 LIMITATION OF LIABILITY. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THIS AGREEMENT, OR FROM PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PAYMENTS MADE FOR THE EQUIPMENT OR THE SERVICES, OR ANY UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. SELLER SHALL NOT IN ANY CASE BE LIABLE FOR PENALTIES OF ANY KIND OR DESCRIPTION.

9. FEEDBACK AND DATA

9.1 Feedback. Buyer hereby acknowledges and agrees Seller shall have sole and exclusive ownership of any all Buyer's suggestions, comments or ideas for improving or modifying any of Seller's Equipment, Software or Services (collectively referred to as "Feedback").

9.2 Subsea Data. Buyer hereby acknowledges and agrees that Seller shall have sole and exclusive ownership of any software programs, configurations, content, logs, files, folders, text documents, images, audio clips and information collected by, generated by, processed or stored within the Equipment (collectively referred to as "Subsea Data").

9.3 Usage or Feedback and Data. Nothing herein or in the parties' dealings arising or related to this Agreement will

restrict Seller's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback or Subsea Data without compensating or crediting Buyer. Notwithstanding the provisions of Section 8 herein, neither Feedback nor Subsea Data will be considered Buyer's Confidential Information. Buyer acknowledges and agrees Seller's Equipment is not intended for the management or protection of customer, consumer or personally identifiable data or information and Buyer shall not upload or transmit same to any Equipment operated by Buyer.

9.4 EXCLUSIONS. SELLER SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, DELICT, TORT OR OTHER THEORY OF LIABILITY WITH RESPECT TO THE INTERRUPTION OF USE, OR LOSS OR INACCURACY OR CORRUPTION OF SOFTWARE OR SUBSEA DATA AND THE LIMITATIONS OF LIABILITY SHALL SET FORTH IN SECTIONS 8.9 AND 8.10 HEREIN SHALL APPLY.

10. COMPLIANCE WITH LAWS

10.1 Governmental Authorizations, Approvals, Permits and Licenses. Unless otherwise agreed, Buyer shall apply for, pay for and obtain on a timely basis all national, regional, state, local and municipal authorizations, approvals, permits and licenses which may be required in connection with the installation and operation of the Equipment. Buyer and Seller will assist each other in every manner reasonably possible in securing such authorizations, approvals, permits and licenses.

10.2 Government Procurement Laws and Regulations. If the Work provided are purchased under a government contract or sub-contract, Buyer shall promptly notify Seller (prior to Seller's Quotation) of the provisions of any government procurement laws and regulations. To the fullest extent permitted by law, Buyer agrees to indemnify Seller and hold Seller harmless from any and all associated costs incurred by Seller, and any and all penalties imposed upon Seller in order for Seller to comply with government flow-down provisions. Work sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application either as a "Basic Component" as defined under United States or United Kingdom nuclear regulations or under similar nuclear laws and regulations of any other country or otherwise.

10.3 Anti-Corruption Practices. Buyer shall not, nor any of its respective equity holders, affiliates, beneficial owners, partners, officers, directors, employees or agents, in connection with the sale or purchase of the Equipment hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to (i) any official or employee of any government, or any department, agency, or instrumentality thereof in the United Kingdom, United States or any foreign country, (ii) any political party or official thereof, or to any candidate for foreign political office in the United Kingdom, United States or any foreign country, or (iv) any official or employee of any public international organization, in each case for the purpose of influencing any act or decision of such official, employee, party or candidate or inducing such official, employee, party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage for Buyer or otherwise promoting the business interests of Buyer in any respect

10.4 EXPORT CONTROLS.

10.4.1 Equipment, Software and associated materials supplied or licensed hereunder may be subject to various export laws and regulations (“Export Regulations”). It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision herein to the contrary, in the event that UK, U.S. or local law requires export authorization for the export or re-export of any Equipment, Software or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller will be relieved of any further obligation relative to the sale and/or license and delivery of the Equipment or Software subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. and any other applicable law and then only at Seller’s discretion.

10.4.2 Buyer further certifies that the Work: (a) is not intended to be used for any purpose prohibited by the Export Regulations, including, without limitation, terrorism, nuclear related activities or chemical/ biological weapons or missiles; (b) is not intended to be released, shipped or re-exported, either directly or indirectly, to any other destination to which the United States or the UK and European Union on has embargoes, restrictions, prohibited exports and/or re-exports of Work to countries as designated in the Export Regulations, and (c) is not intended to be released, shipped or re-exported, either directly or indirectly, to any persons identified on any sanctioned parties lists published by a UK or US Government Agency, including but not limited to, the lists published by the U.S. Department of Commerce, Bureau of Industry and Security; US Department of Treasury, OFAC and US State Department.

11. MISCELLANEOUS

11.1 Notices. All written notices, requests, demands, consents, certificates or other communications required or permitted to be given hereunder shall be sufficiently given when mailed by (a) certified mail, return receipt requested, postage prepaid, (b) commercial overnight delivery courier, fees prepaid, or (c) e-mail and/or facsimile transmission, addressed to Buyer or Seller, as the case may be, at their respective addresses set forth on the first page of this Agreement and below. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent.

11.2 Assignment. The Agreement evidenced hereby may not be assigned by either party without the written consent of the other (which consent will not be unreasonably withheld). However, consent will not be required for internal transfers and assignments as between Seller and its parent company, subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

11.3 Waiver. The waiver by Seller of any term, provision, or condition hereunder must be in writing and shall not be construed to be a waiver of any other term, condition, or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same condition or provision on this order or on future orders.

11.4 Counterparts and Electronic Signatures. This Agreement or any Amendment may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. A signature transmitted via facsimile, scanned original or third party e-signature system will be deemed an enforceable signature for the purpose of demonstrating the signing party’s assent to the Agreement or any Amendment hereto.

12. DISPUTE RESOLUTION

12.1 Settlement of Disputes. Any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen 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.”

The consequence of using this clause is that where a dispute arises parties are free to agree on an arbitrator, but if they cannot, the Arbitral Appointments Committee of the Scottish Arbitration Centre will appoint a suitable arbitrator to deal with the dispute. The Scottish Arbitration Rules will apply to the arbitration.

12.2 Governing Law and Jurisdiction. This Agreement is made in and shall be governed by the internal substantive laws of Scotland without giving effect to the conflict of laws provisions of the laws of Scotland.