



BUREAU VERITAS SOLUTIONS MARINE & OFFSHORE

GENERAL CONDITIONS

EDITION JANUARY 2020

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this Article apply in these terms and conditions of service (the "**Conditions**").

Affiliate: with respect to a Party at a given time, any entity that then is directly or indirectly controlled by, is under common control with, or controls that Party, and here "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests.

Agreement: any instruction or request for services by a Company and subsequent acceptance by BVS and performance of Services by BVS for the Company. These Conditions, as may be amended by the written agreement of the Parties, govern each Agreement unless separate terms and conditions are agreed to in writing between the Company and BVS.

BVS: Bureau Veritas Solutions Marine & Offshore SAS or any of its affiliates specified in the relevant Agreement

Company: the legal entity or organisation that purchases Services from BVS and as identified in the applicable Agreement or agreed written instruction.

Company Information: all Documents, instructions, completed BVS purchase order, purchase order, specifications, codes, requirements, samples, measurements and other information and materials provided by the Company necessary for the performance of the Services.

Confidential Information: all non-public information passing between the Parties, including but not limited to data, know-how, designs, sketches, photographs, plans, drawings, specifications, layouts, ideas, concepts, reports, manuals, prototypes, trade secrets, trademarks, BVS logos, software as sources and object codes or executable, business and marketing information, and all proprietary information whatsoever whether in writing or oral.

Contract Price: The price to be paid by the Company for the Services performed by BVS.

Deliverables: all Documents and products created by BVS or its employees, subcontractors or consultants in relation to the performance of the Services.

Document: includes, without limitation, in addition to any document in writing, any inspection sheet, report, certificate, attestation, specification, code in source / object / executable format, drawing, 3D model, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form, including in computer or electronic format.

Duration: the period specified in the Agreement during which BVS shall perform the Services.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world as well as any Intellectual Property Rights owned by each Party as at the commencement date of the Agreement or otherwise created outside the scope of the Agreement.

Party and Parties: individually BVS or the Company and collectively BVS and the Company.

Services: the services to be provided by BVS to the Company under the Agreement.

2. APPLICATION OF CONDITIONS

2.1 Unless otherwise agreed in writing by both Parties, or required by mandatory application of law, these Conditions shall:

2.1.1 apply to and be incorporated into the Agreement; and

2.1.2 prevail over any inconsistent terms or articles contained, or referred to, in Company Information, or implied by law, trade custom, practice or course of dealing.

No order placed by the Company shall be deemed accepted by BVS other than by a written acceptance issued and executed by BVS.

3. COMMENCEMENT AND DURATION

3.1 Unless otherwise agreed by the Parties, the Services performed under the Agreement shall be provided by BVS to the Company from the effective date of performance of the Services (the "**Effective Date**") for a specific Duration.

3.2 The Effective Date and Duration of the Services shall be mentioned in the Agreement unless agreed otherwise by the Parties.

4. BVS OBLIGATIONS

4.1 BVS shall, with reasonable care, skill and diligence as expected of a competent body experienced in the consultancy, engineering, technical assistance, survey and audit, provide the Services, and provide the Deliverables to the Company, in accordance with:

4.1.1 the specific requirements as set out in the agreed contract and forming part of the Agreement;

4.1.2 such methods as BVS shall deem suitable on a case by case basis having regard to professional, industry standard, technical and/or government or regulatory grounds; and

4.1.3 any performance dates specified in the contract as incorporated into the Agreement (such dates to be estimates only and time shall not be of the essence for performance of the Services).

4.2 BVS shall provide advice and recommendations regarding the interpretation of the Deliverables or the performance of the Service. Notwithstanding the foregoing BVS shall not be liable for not respecting this provision if the Company Information included manifest errors.

4.3 BVS shall inform Company of any difficulty arising during the performance of the work, and propose reasonable solutions in order to perform the Service, to satisfy client expectations,

4.4 The Deliverables are given only in relation to documents and information provided by the Company. BVS cannot be held liable for any error, omission or inaccuracy in the Deliverables to the extent that BVS has been given erroneous or incomplete information by the Company. The Deliverables will identify the results of the Services performed by BVS based solely upon Company Information provided to BVS.

5. COMPANY'S OBLIGATIONS

5.1 The Company shall co-operate with BVS in all matters relating to the Services. The Company will inform BVS as soon as possible of any change, modification, new information or delay that could impact the Services.

5.2 If BVS' performance of its obligations under the Agreement is prevented or delayed by any act, omission, missing information, default or negligence of the Company, its affiliates, agents, subcontractors, consultants or employees, BVS shall not be liable for any delay or costs, charges or losses sustained or incurred by the Company arising directly or indirectly from such prevention or delay.

5.3 The Company shall not, without the prior written consent of BVS, at any time from the date of the Agreement to the expiry of twelve (12) months after the later of the last date of supply of the Services or termination of the Agreement, solicit or entice away from BVS or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the BVS in the provision of the Services.

5.4 The Company shall provide to BVS, its Affiliates, agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to Company Information necessary for the performance of the Services. The Company shall use its best efforts to provide accurate Company Information.

6. DELIVERABLE ACCEPTANCE

6.1 During a period of fifteen (15) days following the formal reception of the Deliverable by the Company, the Company has the right to demand to BVS reasonable modifications on the Deliverable. Past this period of fifteen (15)

days the Company is deemed having accepted the Deliverable, therefore the Company shall not be able to make any further comments or demands regarding the Deliverable.

7. PAYMENT AND INVOICING

7.1 In consideration of the provision of the Services by BVS, the Company shall pay the Contract Price in accordance with agreed payment time schedule and this Article 7 unless otherwise agreed in writing between the Parties. The Contract Price and any additional charges are exclusive of all applicable taxes.

7.2 The Company shall pay each valid invoice submitted by BVS, in full and in cleared funds, within thirty (30) days of the date of the invoice.

7.3 Without prejudice to any other right or remedy that it may have, if the Company fails to pay BVS on the due date, BVS may:

7.3.1 charge interest on such sum from the due date for payment equal to twelve (12) months LIBOR plus two (2) per cent calculated on the number of days such payment is delinquent, whether before or after any judgment; and

7.3.2 suspend all Services until payment has been made in full.

7.4 All sums payable to BVS under the Agreement shall become due immediately on its termination, despite any other provision. This Article 7.4 is without prejudice to any right to claim for interest under the applicable laws and regulations, or any such right under the Agreement.

The Deliverable will remain the sole property of BVS and shall not be used or rely upon the Company if and for so long the Company fails to pay when due any invoice validly issued by BVS to the Company together with interest and penalties.

8. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

8.1 The Company grants to BVS and its permitted affiliates, agents and sub-contractors a non-exclusive, royalty-free license to make use of Company Information for the duration of the Agreement for the purposes of carrying out the Services.

8.2 Both Parties warrants that to the best of its knowledge, information and belief, the use of its Intellectual Property Rights by the other Party in the provision of the Service will not infringe the Intellectual Property Rights of any third party.

8.3 The Company acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the know-how, methods, code source, software, names, service marks, trademarks, inventions, logos and copyrights of BVS and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVS or its affiliates and shall not be used by the Company, except solely to the extent that the Company obtains the prior written approval of BVS and then only in the manner prescribed by BVS. If the BVS terminates the Agreement in accordance with the provisions of Article 11.1 below, any such licence granted by the BVS to the Company shall automatically terminate. The Company shall not contest the validity of the Rights or take any action that might impair the value or goodwill associated with the marks or the image or reputation of the BVS or its affiliates.

8.4 For the avoidance of doubt, ownership of each Party's Intellectual Property Rights shall remain vested in the respective Parties at all times.

8.5 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.

8.6 The Intellectual Property Rights developed during the performance of the Services by BVS related or unrelated to the Services shall always remain BVS' property except agreed otherwise in writing by the Parties.

9. CONFIDENTIALITY

9.1 Each of the Parties shall not disclose or use for any purpose whatsoever any Confidential Information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

9.2 The confidentiality undertaking shall not apply to any information:

9.2.1 which is publicly available or becomes publicly available through no act of the receiving Party;

9.2.2 which was in the possession of the receiving Party prior to its disclosure;

9.2.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

9.2.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

9.2.5 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority.

9.3 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

9.4 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit BVS from maintaining copies of Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or accreditation bodies.

9.5 The confidentiality obligations shall cease to have effect after a period of two (2) years following termination of the Agreement. Neither the expiration nor the cancellation of this Agreement shall release the Receiving Party from its obligations therein relating to the use and protection of the Confidential Information it received from the Disclosing Party before the expiration or cancellation

10. LIMITATION OF LIABILITY

10.1 Each Party shall at all times be responsible for and shall defend, indemnify and hold the other Party harmless from and against any and all claims, arising out of or in any way relating to one or more of the following:

a) death of or personal injury to any of its personnel;

b) loss of or damage to its property; and

c) death of or personal injury to the personnel of a third party and loss or damage to property of a third party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of the Party.

10.2 Neither Party shall be liable to the other for any consequential loss. For the purpose of this clause, consequential loss shall include without limitation:

a) Indirect or consequential loss;

b) Any loss and/or deferral of production, loss of product, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, in each case whether direct or indirect.

10.3 In any case, the Parties' maximum liability toward each other under this Agreement is limited to one hundred percent (100%) of the Contract Price. This limit applies regardless of fault, including breach of contract.

11. TERMINATION

11.1 The Agreement may be terminated by either Party at any time without liability to the Company by giving a minimum of ten (10) days' prior written notice to the other Party.

11.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement without liability to the other on giving the other not less than seven (7) days written notice to the other if:

11.2.1 the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment;

11.2.2 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that Party being notified in writing of the breach;

11.2.3 the other Party becomes unable to pay its debts as and when they become due;

11.2.4 the other party becomes insolvent or enters receivership (for financial or other reasons), or insolvency or bankruptcy proceedings are commenced by or against such Party; or

11.2.5 the other party assigns or transfers any right or interest in this Agreement other than as authorized under this Agreement.

11.3 In the event where the Company terminates the Agreement before the full completion of the Services, the Company shall pay outstanding unpaid invoices and shall also pay for the part of the Services completed and shall reimburse BVS for the expenses already engaged for the completion of the Services at the date of the Termination.

11.4 On termination of the Agreement (however arising), Articles 8, 9, 10, 19 and 20 shall survive and continue in full force and effect.



12. FORCE MAJEURE

12.1 Neither Party shall be in breach of the Agreement, nor liable for any failure or delay performance of the Services if the cause of such failure or delay is attributable to Force Majeure occurrence. For the purpose of this clause Force Majeure shall mean an event beyond the reasonable control of the affected Party, including but not limited to armed conflict, terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, explosion, failure of utility service, labour disputes, breakdown of infrastructure, sanctions, or any public restrictions following any incidents above, or any other Force Majeure occurrence.

12.2 In the event of a Force Majeure occurrence, the affected Party shall notify the other Party without undue delay of the particulars of the situation. Either Party shall be entitled to terminate the Agreement with immediate effect should the Force Majeure occurrence last for more than thirty (30) days.

13. VARIATION

13.1 Either Party may, during the performance of the Services, request reasonable changes to the Services. Such request shall be addressed to other Party in written and has to be accepted by the other Party.

13.2 The change of Services shall only concern the provision of additional services. The request of change shall never concern the reduction of the scope of the Services.

13.3 In the event of a request for a change to the Services or additional Services, The Party receiving the request shall notify the other Party of any additional costs and expenses due and payable as a result of the change of Services. The requesting Party shall pay the other Party for the additional services requested as described in the relevant Agreement.

14. WAIVER

14.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15. SEVERANCE

If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. ENTIRE AGREEMENT

16.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by BVS. These Conditions shall take precedence over any terms or conditions set out in the Company's purchase order or other communications with BVS, unless expressly otherwise agreed in writing by BVS.

Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement. Nothing in this Article 16 shall limit or exclude any liability for fraud.

17. ASSIGNMENT

17.1 Each Party shall not without prior written consent of the other Party assign, transfer, charge, mortgage all or any of its rights or obligations under the Agreement.

17.2 The Company acknowledges and hereby expressly consents that BVS may at any time subcontract under this Agreement to any third party or agent.

17.3 Each Party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

18. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, trust or association of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

19. WAIVER OF SOVEREIGN IMMUNITY

Each Party recognizes and acknowledges that the Agreement constitutes a commercial transaction, and that its rights and obligations under the Agreement are of a commercial and not a governmental nature. To the fullest extent not prohibited by applicable laws and regulations, each of the Parties hereby irrevocably waives on behalf of itself and its assets, any and all immunities from jurisdiction, from enforcement and for any other purpose whatsoever.

20. GOVERNING LAW AND JURISDICTION

20.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales, notwithstanding any conflicts of laws rules that could require the application of any other law.

20.2 The Parties shall make every effort to settle any dispute amicably and in good faith by way of negotiation within thirty (30) days from the date of receipt by either one of the Parties of a written notice of such a dispute.

20.3 Failing that, the dispute shall finally be settled by arbitration under the International Commerce Chamber ("ICC") rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three (3). The place of arbitration shall be Paris (France).

21. PROFESSIONAL ETHICS

21.1 Each Party shall conduct all activities in compliance with all laws, statutes, rules, economic and trade sanctions (including but not limited to US sanctions and EU sanctions) and regulations applicable to such Party including but not limited to: child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages, anti-bribery, anti-corruption, copyright and trademark protection, personal data protection (<https://personaldataprotection.bureauveritas.com/privacypolicy>).

21.2 Each of the Parties warrants that neither it, nor its affiliates, has made or will make, with respect to the matters provided for hereunder, any offer, payment, gift or authorization of the payment of any money directly or indirectly, to or for the use or benefit of any official or employee of the government, political party, official, or candidate.

21.3 In addition, the Client shall act consistently with the Bureau Veritas' Code of Ethics and, when applicable, Business Partner Code of Conduct both available at <https://group.bureauveritas.com/group/corporate-social-responsibility-old#toc-our-requirements-to-business-partners>.