

**1. GENERAL** - This Purchase Order, together with all documents expressly incorporated herein by reference, is intended by the company identified on the face of this Purchase Order ("M2 SUBSEA LIMITED", herein known as "M2") and Vendor identified on the face of this Purchase Order ("Vendor") as a final expression of their agreement and as a complete and exclusive statement of the terms of their agreement. In the event of a conflict between these General Terms & Conditions, and any other agreement entered into by M2, relating to the products, services, materials or equipment ("the goods"), the terms and conditions of this agreement shall be subordinate to the other prior agreement, whether written or oral, purchase orders or other documents. No terms and conditions in any way adding to, modifying or otherwise changing the terms and conditions stated herein will be binding upon M2 unless made in writing and signed and approved by Vendor and an authorized representative of M2. No course of prior dealings or usage of trade shall be relevant to supplement or explain any other term or condition used herein.

**2. DELIVERY** - The delivery date and location shall be as per specified on the Purchase Order. Unless expressly stated otherwise, time shall be of the essence and the Vendor shall be liable for any M2 loss, costs, damages, charges or expenses caused directly by any delay in the delivery of the Goods.

**3. PAYMENT** - M2 will pay for the goods against the Vendors invoice in the amounts specified in the Purchase Order within sixty (60) days of receipt of the Vendors invoice, the receipt not being earlier than the delivery unless otherwise stated in the Purchase Order. Each invoice shall quote the Purchase Order number and be forwarded to the address referenced on the Purchase Order. All invoices shall be supported by the relevant documentation as appropriate, including but not limited to M2 approved timesheets, payment certificates for reimbursable goods, materials and services, third party invoices and receipts. The Vendor shall not be entitled to receive any payment on any invoice received by the M2 after a period of ninety (90) days from acceptance of the goods by M2, as the latest time for receipt of invoices, and any payment made after the cut-off are at the sole discretion of M2.

If M2 disputes any item on an invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, M2 shall notify the Vendor of the reasons and request the Vendor to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note M2 shall be obliged to pay the undisputed part of a disputed invoice. On settlement of any dispute, the Vendor shall submit an invoice for sums due and M2 shall make the appropriate payment in accordance herewith.

**4. CHANGES** - M2 shall have the right at any time prior to the delivery date of the goods to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, or otherwise affects any other provision of this Purchase Order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**5. INSPECTION** - The goods and any part thereof are subject to inspection and approval by M2 within a reasonable time after delivery. M2, without prejudice to any other rights or remedies, shall have the right to reject any goods if, in its sole reasonable opinion determine is defective and, at Vendor's expense, return it to Vendor or dispose of it per Vendor's instructions. If M2 rejects the goods, it shall have the right of refund from Vendor of any payment made for the goods within a reasonable time after the defective product has either been returned or disposed of per Vendor's instructions and to demand from Vendor replacement of the defective goods within a reasonable time after such return or disposal at a cost not to exceed the cost of this Purchase Order.

**6. TITLE/RISK OF LOSS** - Unless otherwise agreed to by Vendor and M2, title to and risk of loss of the goods shall pass to M2 upon delivery of the goods to M2 and its subsequent acceptance by M2. If the goods purchased are already in place on a rental basis, title and risk of loss shall pass to M2 upon acceptance of this Purchase Order by Vendor and such rental agreement shall be terminated upon execution of this Purchase Order.

**7. WARRANTY** - Vendor warrants that the goods will be merchantable, be free from all defects of material and workmanship, conform to the description provided in this Purchase Order and will be free from patent infringement claims. Vendor also warrants that it will convey good title to the goods and will deliver the goods free from any security interest or other lien or encumbrance. Except where the goods are made according to M2 specifications, Vendor warrants that the goods will be fit for the purpose intended by M2, or if no purpose specified then fit for its ordinary purpose. Vendor shall indemnify M2 for any damages incurred by it, its employees, agents or any third parties related to the use of the goods supplied by the Vendor. The Vendor will repair, replace or rectify any of the goods which are found to be defective.

**8. COMPLIANCE WITH STATUTES** - Vendor shall comply with all applicable statutes, laws, rules and regulations of any governmental or regulatory bodies having jurisdiction over onshore and offshore worksites where the goods are being created, designed, produced, tested and delivered. For purposes of clarity, this includes the Road Haulage Association for all road transportation activities and the Construction Plant-Hire Association for all crane hires.

**9. OSHA COMPLIANCE** - Not Used

**10. PATENT RIGHTS** - By acceptance of this Purchase Order, Vendor warrants that none of the goods delivered hereunder infringe any patent rights.

**11. DAMAGES** - Vendor shall be liable for all damages, including any indirect, special, incidental or consequential damages, loss of anticipated profits or other economic loss resulting from or in any way relating to, a breach of the warranties or any other term or condition contained in this Purchase Order. Vendor shall indemnify and hold M2 harmless from any liability, loss, damage, judgment or award, including legal costs, arising out of or in any way relating to any claims or suits for infringement of patents purporting to cover any of the goods for their normal and intended use, provided M2 shall give Vendor prompt written notice of such claims or suits and shall supply at Vendor's expense all needed information related thereto.

**12. ASSIGNMENT** - No right or interest in this Purchase Order shall be assigned by Vendor without the prior written consent of M2.

**13. CANCELLATIONS** - Without prejudice to any other rights or remedies, M2 may cancel the Purchase Order, in whole or in part if the goods are not delivered to M2 in accordance with the required specifications, as scheduled, or Vendor makes an assignment for the benefit of creditors, or a receiver or Trustee is appointed to administer Vendor assets, or any proceedings in bankruptcy under the Bankruptcy Code are filed by or against Vendor, or Vendor fails to comply with any of the terms or conditions of this Purchase Order. In such instances M2 shall only pay for the value of the goods undertaken in accordance with the requirements of this Purchase Order up to the date of cancellation.

**14. TERMINATION FOR CONVENIENCE** - M2 may at any time give written notice to the Vendor to terminate the Purchase Order forthwith and in such event M2 shall pay, and the Vendor shall accept in settlement of all claims under the Purchase Order, such sums as shall reasonably compensate it for all work done and obligations assumed by it in performance of the Purchase Order prior to its termination and for all work reasonably done by the Vendor in giving effect to such termination. The value of the goods, payment for which has been made by M2 but which is left with, and can be put to use by, the Vendor, shall be taken into account when calculating such losses but such sum shall in no event exceed the price set out in the Purchase Order unless otherwise previously agreed.

**15. CASH DISCOUNTS** - Any cash discount period will be calculated from the date the goods are delivered to M2 or the date the Vendor's invoice is received by M2 whichever is later.

**16. TAXES** - Unless expressly provided in this Purchase Order, all taxes on the production, delivery or sale of the goods shall be collected and paid by Vendor.

**17. FORCE MAJEURE** - Neither M2 nor Vendor will be liable for any failure to perform the terms and conditions of this Purchase Order if the inability to perform is caused by delays or interruptions of transportation, government regulations, labor disputes, strikes, riots, insurrection, war, civil commotion, fire, flood, accident, storm or act of God, or other cause beyond the control, makes it impractical for such party to perform. In such event, M2 may require Vendor to allocate its available supply of the goods to M2 on a nondiscriminatory basis with other customers.

**18. GOVERNING LAWS** - This Purchase Order shall be interpreted, governed and construed in accordance with the laws of England, without regard to its rules on conflict of law provisions thereof, and both M2 and Vendor hereby submit to the exclusive jurisdiction of the English Courts. Prior to either M2 or Vendor taking the appropriate action with the English Courts, if either party is dissatisfied with the performance of the other in relation to the goods, M2 and the Vendor shall meet as soon as possible in good faith with each other to try and resolve the matter in an amicable way. If no agreement is reached the parties may attempt to settle the dispute by a form of Alternative Dispute Resolution to be agreed between the parties. However, in the absence of any agreement being reached on a particular dispute either party may take appropriate action in the English Courts to resolve the dispute at any time.

**19. WAIVER** - The failure of M2 to require strict performance of any term and/or condition of this Purchase Order shall not constitute waiver of future compliance therewith or a waiver of any term and/or condition thereof. Said waiver shall be effective only with respect to the specific term and/or condition for which such waiver was given.

**22. FREIGHT** - Vendor shall ship only as specified herein, or as subsequently directed in writing, and in strict conformity with the governing tariff rules and regulations. Vendor shall pack or otherwise prepare the goods to meet carrier requirements and safeguard against damage from weather and transportation. No charges will be allowed for packing, handling or cartage unless specifically noted herein. Unless otherwise agreed upon in writing by M2, the goods shall be shipped prepaid at Vendor's expense. Each package shall be marked to show order number and include a packing list detailing the contents.

**23. ACCEPTANCE** - Acceptance shall be from the time when a duly authorized employee or representative of M2 accepts the goods delivered or collected, and where the goods are not defective or damaged in any way and comply with the Purchase Order. In the event that a defect in or damage to the products, materials or equipment or any breach of the Purchase Order is identified by M2, it shall be deemed not to have accepted the goods until such time as such defect, damage or breach is remedied by the Vendor. For the avoidance of doubt a signature on the delivery note shall not indicate acceptance of the goods by M2. Following delivery, M2 shall be afforded reasonable time to inspect the goods in order to confirm acceptance thereof in accordance with the specification within the Purchase Order. Such acceptance shall be within a reasonable time of delivery or collection, but shall be without prejudice to the Vendors liability for any defect in or damage to the goods or any breach of the Purchase Order which is not identified by such duly authorized employee or representative of M2 at the time of acceptance.

**24. Indemnification And Insurance** - The Vendor shall save, defend, indemnify and hold harmless M2 against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising from or relating to the performance of the Purchase Order in respect of:

- a) loss of or damage to the property of the Vendor whether owned, hired, leased or otherwise provided by the Vendor;
- b) personal injury including death or disease to any person (including agency personnel) employed by the Vendor;
- c) pollution (including clean-up costs) occurring on the premises of the Vendor and / or emanating from the property and equipment of the Vendor;
- d) consequential or indirect loss as defined under English Law and loss and / or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any) in each case whether direct or indirect and whether or not foreseeable at the date of the Purchase Order.

Vendor shall obtain and maintain at its expense the following minimum limits of insurance coverage for the duration of this Purchase Order., Vendor shall name M2 as additional insured on coverage items B and C, and a Waiver of Subrogation shall be provided in favor of M2 on coverage for items A and B.

TYPE OF COVERAGE	MINIMUM COVERAGE
A - Employer's Liability (Coverage B)	£ 2,000,000 per occurrence
B - Comprehensive General Liability	£ 10,000,000 per occurrence
C - Comprehensive Automobile Liability (Owned, hired, and non-owned vehicles) Combined Single Limit	£ 1,000,000 per occurrence

**25. Confidentiality** - The Vendor shall not, without prior consent of M2, make any publicity releases or announcements concerning this Purchase Order except as may be necessary to enable the Vendor to perform its obligations within. The Vendor shall not 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 or data, in any form or medium, which has been provided to the Vendor by or on behalf of the M2 or its affiliates in relation to the Purchase Order. The provisions of Clause shall not apply to information which is already a part of the public domain through lawful means, or was in possession of the Vendor prior to award of the Purchase Order and that information or data is not subject to any obligation of confidentiality owed to M2. It shall not be considered a breach of this Clause if the Vendor is required to disclose information in order to comply with requires of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Purchase Order or the Vendor, or of any relevant stock exchange. The Vendor shall ensure that the provisions of this Clause are incorporated in any agreements with suppliers relating to the Purchase Order.

**26. BUSINESS ETHICS** - The Vendor shall comply, and ensure that any of its personnel (including directors, staff and agency personnel) who are concerned with the provision of the goods comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the United Kingdom Bribery Act 2010 and with any other laws and regulations adopted to combat bribery, conflicts of interest, or corruption. Furthermore, the Vendor shall ensure it shall:

- a) not engage in any activity, practice or conduct which would constitute an offense under the Bribery Act 2010 and with any other laws and regulations adopted to combat bribery, conflicts of interest, or corruption;
- b) have and maintain in place throughout the term of this Purchase Order its own policies and procedures, including adequate procedures under the Bribery Act 2010 and with any other laws and regulations adopted to combat bribery, conflicts of interest, or corruption, to ensure compliance with the relevant requirements and Section E and will enforce them where appropriate;
- c) promptly report to M2 any request or demand for any undue financial or other advantage of any kind received by the Vendor in connection with the performance of this Purchase Order.