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Geophysical Survey Nederwiek Wind Farm Zone, Seabed Survey and 2D-UHRS Campaign

Annex 6 Section IIb

Conditions of Contract

(Compare version to LOGIC Edition 4 February 2019)

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1 DEFINITIONS

	The following definitions shall be used for the purpose of interpreting the CONTRACT. Further definitions not contained in this Clause 1 shall apply to the Section in which they are stated and subsequent Sections.
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. [Deleted].
1.2	"AFFILIATE" means, in relation to the relevant party, any subsidiary or parent or holding company of any or subsidiary company, or any other subsidiary of such parent or holding company. For the purpose of this definition, "or subsidiary" company, and the expressions "holding company" ("deelneming") and "subsidiary" ("dochtermaatschappij") shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, respectively given thereto by art 2:24a Dutch Civil Code (DCC, "Burgerlijk Wetboek") and a company shall be treated, for the purposes 2:24c DCC. For the EMPLOYER only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another "holding company even if its shares in that other company are registered in" shall also mean any entity having, directly or indirectly, the power to direct or have an effect on the name of (a) another person (or its nominee) direction of the management or the decisions or policies of a corporation, company or other entity, whether by way of security or in connection with the taking of security or (b) its nominee: (i) through the ownership of voting rights; (ii) by contract; or (+)(iii) otherwise.
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; [Deleted](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	"COMPANY GROUP" means the COMPANY, its 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: "CLIENT" means the State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented by [signatory's name and position], also referred to as CONTRACTING AUTHORITY".
1.5	"COMPANY CLIENT REPRESENTATIVE" means that person referred to in Clause 3.
1.6	"COMPETENT AUTHORITY" means (i) any person having legal, executive and/or regulatory authority and/or enforcement powers (including any public body or authority responsible for the investigation and/or prosecution of criminal offences) over either or both of the PARTIES or any of their AFFILIATES providing services in connection with this CONTRACT; and/or (ii) any court of law or

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	tribunal with jurisdiction over either or both of the PARTIES or any of their AFFILIATES providing services in connection with the CONTRACT.
1.7	"CONTRACT" shall have means the meaning described in Section I – Form AGREEMENT including the Conditions of Agreement-Contract and other attachments of the AGREEMENT.
1.8	"CONTRACT PRICE" means the price for the WORK calculated in accordance with Section III - Remuneration <u>as part of the CONTRACT</u> , exclusive of Value Added Tax.
1.9	"CONTRACTOR" means the party with whom the CLIENT or CONTRACTING AUTHORITY concludes the Contract. "CONTRACTOR GROUP" means the CONTRACTOR, its SUBCONTRACTORS <u>of any tier</u> , its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the COMPANY 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).
1.10	"CONTRACTOR REPRESENTATIVE" means that person referred to in Clause 3.
1.11	"CO-VENTURER" means any other entity with whom the COMPANY 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. "EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT" means the date at which both parties have signed the AGREEMENT.
1.12	"INTELLECTUAL PROPERTY" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect confidentiality of, confidential information (including KNOW-HOW) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
1.13	"KNOW-HOW" means techniques, methods, skills comprised within technical information, data, notes, reports, specifications, formulae, drawings, manuals, component lists, instructions, descriptions, and other knowledge of a secret and confidential nature.
1.14 2	"SUBCONTRACT" means any contract between the CONTRACTOR and any party (other than the <u>COMPANY CLIENT</u> or any employees of the CONTRACTOR) for the performance of any part of the WORK.
1.15 3	"SUBCONTRACTOR" means any party (other than the CONTRACTOR) to a SUBCONTRACT.
1.16 4	"TECHNICAL INFORMATION" means all such information provided by or caused to be provided by the <u>COMPANY CLIENT</u> pursuant to the CONTRACT.

1.171 5	"VARIATION" means such instructions or adjustments as set out in Clause 11.
1.181 6	"WORK" means all the work that the CONTRACTOR is required to carry out in accordance with the provisions of the CONTRACT, including the provision of all materials, services and equipment to be rendered in accordance with the CONTRACT.
1.191 7	"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.
1.18	"SECTION III" shall be the schedule of rates applicable to the CONTRACT and referred to in the AGREEMENT as SECTION IVIII- Remuneration .
1.19	"SECTION IV" shall be the Scope of Work applicable to the CONTRACT and referred to in the AGREEMENT as SECTION IV - Scope of Work and KEY DATES.
1.20	"CLIENT OFFSHORE REPRESENTATIVE" means the person or persons representing the CLIENT on-board the CONTRACTOR's vessel(s) and operating under a Temporary Delegation of Authority issued by the CLIENT REPRESENTATIVE for the duration of the offshore WORK.
1.21	"MOBILISATION" shall mean the process of preparing and transportation of the CONTRACTOR'S vessel and shall be completed when i. the CONTRACTOR'S vessel is ready for performing the survey WORK, and ii. the Marine Surveyor has approved the use of the vessel, and iii. the CLIENT has received and approved all CONTRACTOR'S plans as specified in Annex [6] Sections IV and Annex [6] Section -to-VI (Health, Safety and Environment Requirements) in accordance with the requirements as set out in section Section VII both sections prior to completion of MOBILISATION.
1.22	"AGREEMENT" means the written agreement between the CLIENT and the CONTRACTOR in which the terms and conditions have been recorded.
1.23	"FIELD DATA shall mean the various samples, logs, reports and analysis of whatever nature extracted, developed and calculated during the offshore phase of the WORK."
1.24	"TENDER DOCUMENT" means the document containing all the information about the tender procedures.
1.25	"OFFSHORE COMPLETION DATE" means the planned KEY-DATE for the completion of the offshore phase of the WORK before adjustment for any extension of time caused by weather delay or any VARIATION where such VARIATION requires an extension or reduction of time or an extension of time permitted by any other provision in CONTRACT.
1.25	"COMPLETION DATE" means the planned KEY DATE for the completion of the WORK other than the repair of defects before adjustment for any extension of time caused by weather delay or any VARIATION where such VARIATION requires an extension or reduction of time or an extension of time permitted by any other provision in CONTRACT.
1.27	[Deleted]

1.28	"KEY DATES" mean the required ultimate completion dates for specific events regarding the progress of the WORK as set forth in the Annex [6] SECTION IV (Scope of Work).
1.29	"WEATHER CONDITIONS" means the meteorological and oceanographic conditions which could impact that part of the WORK which is carried out offshore
1.30	"WIND FARM SITE" means a specific area within a WIND FARM ZONE (in Dutch "Kavel") that is designated for the development of an offshore wind farm as part of the Dutch Offshore Wind Energy Act (Wet Windenergie op zee).
1.31	"WIND FARM ZONE" means the areas within the Dutch EEZ that have been designated for the development of offshore wind farms, as laid down the Dutch regulatory framework regarding the use of the North Sea as part of the "Nationaal Waterplan".
1.32	"CO-VENTURER" means any other entity with whom CLIENT 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.

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.
	Nevertheless, if for any reason it is considered necessary by the COMPANYCLIENT REPRESENTATIVE or his authorized representative to give an instruction to the CONTRACTOR orally in the first instance, the CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed by the parties in writing as soon as is possible under the circumstances, provided that, if the CONTRACTOR confirms in writing any such oral instruction which is and CLIENT does not contradict such confirmation in writing by the COMPANY without undue delay, it shall be deemed to be an instruction in writing by the COMPANY authorized CLIENT REPRESENTATIVE.
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 COMPANYCLIENT AND CONTRACTOR REPRESENTATIVES

3.1	General
(a)	The COMPANYCLIENT REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE are the persons named as such in Appendix 1 to Section I AGREEMENT.
(b)	Such representativesThe CLIENT REPRESENTATIVE AND CONTRACTOR REPRESENTATIVE, or their delegates as duly appointed in accordance with

		the provisions of this Clause 3 writing, shall be readily available to enable both PARTIES to discharge their obligations under the CONTRACT.
	(c)	The COMPANYCLIENT REPRESENTATIVE and any person authorised authorized 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.
3.2		Company Representative CLIENT REPRESENTATIVE
	(a)	The COMPANYCLIENT REPRESENTATIVE has the authority to commit the COMPANYCLIENT in all matters under the CONTRACT and, subject to any delegation of such authority which shall be notified to the CONTRACTOR in writing, Sub-Clause 3.2.d and shall be responsible for issuing to and receiving from the CONTRACTOR all notices, information, instructions and decisions.
	(b)	By notice to the CONTRACTOR, the COMPANYCLIENT REPRESENTATIVE may at any time delegate in writing any of his authority to any nominated deputy. Such notice shall specify the precise authority of any such deputy and shall be sent to the CONTRACTOR REPRESENTATIVE.
	(c)	The COMPANYCLIENT may change the COMPANYCLIENT REPRESENTATIVE at any time and shall notify the CONTRACTOR of any change.
	(d)	Except as expressly stated in the CONTRACT, the COMPANYCLIENT REPRESENTATIVE has no powers to amend the CONTRACT or to relieve the CONTRACTOR from any of its obligations under the CONTRACT.
3.3		Contractor CONTRACTOR Representative
	(a)	The CONTRACTOR REPRESENTATIVE has the authority to commit the CONTRACTOR in all matters under the CONTRACT subject to Sub-Clause 3.3.d and 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 COMPANYCLIENT all notices, information, instructions and decisions.
	(b)	The CONTRACTOR REPRESENTATIVE may delegate in writing any of his authority to any nominated deputy, the terms of such delegation being subject to the prior approval of the COMPANYCLIENT which shall not be unreasonably withheld or delayed.
	(c)	The CONTRACTOR shall not change the CONTRACTOR REPRESENTATIVE or any nominated deputy without cause without the prior approval of the COMPANYCLIENT which shall not unreasonably be withheld or delayed.
	(d)	The CONTRACTOR REPRESENTATIVE has no powers to amend the CONTRACT.
4 CONTRACTOR'S GENERAL OBLIGATIONS		
4.1		The CONTRACTOR shall provide all management, supervision, personnel, materials and equipment (except materials and equipment specified to be provided by the COMPANYCLIENT), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for

	providing the same is specified in or reasonably to be inferred from the CONTRACT.
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.
4.3	Except to the extent that it may be legally or physically impossible or create a hazard to safety the CONTRACTOR shall comply with and strictly adhere to the COMPANY's instructions and directions <u>by the CLIENT or the CLIENT'S REPRESENTATIVE or delegate as appointed under Sub-Clause 3.2, acting under the contractual mandate of CLIENT,</u> on all matters relating to the WORK.
4.4	Materials and equipment or parts thereof provided by the CONTRACTOR for which there is no detailed specification included in the CONTRACT shall be new or, <u>subject to the COMPANY's approval, as new,</u> of good quality and workmanship and fit for the intended purpose where a purpose is defined in the CONTRACT or, where no such purpose is defined, fit for its ordinary purpose.
4.5	In order to ensure that performance and completion of the WORK are not delayed or impeded the CONTRACTOR shall be responsible for the timely provision of all matters referred to in Clauses 4.1 and 4.4 and, where provided for elsewhere in the CONTRACT, for the timely request of COMPANY-provided materials, services and facilities <u>to be provided by CLIENT under the CONTRACT.</u>
4.6	The COMPANY CLIENT reserves the right to let other contracts associated with the WORK. The CONTRACTOR shall afford the COMPANY CLIENT and other contractors of the COMPANY CLIENT reasonable access and opportunity for the performance of their work or contracts and shall co-operate fully with such parties.
4.7	The CONTRACTOR shall be responsible for the programming of the WORK.
4.8	On completion of the WORK or any portion thereof, the CONTRACTOR shall without delay clear and remove all equipment and materials provided by the CONTRACTOR including debris, thereby leaving the WORKSITE in a clean, tidy and safe condition.
4.9	Surplus COMPANY material <u>provided and / or owned by the CLIENT</u> in the possession of the CONTRACTOR on completion of the WORK shall be disposed of by the CONTRACTOR in accordance with the instructions of the COMPANY CLIENT REPRESENTATIVE.
4.10	<u>Where vessel(s) of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the CLIENT. If a vessel is replaced, the functional specifications and performance of the vessel must at least be equal to or better than those of the original vessel(s) and must meet the criteria agreed by the CLIENT and CONTRACTOR in this regard.</u>
5 OFFSHORE TRANSPORTATION	
5.1	Where WORK is to be performed offshore, the COMPANY shall provide, at no cost to the CONTRACTOR, <u>shall be responsible for</u> 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 COMPANY-designated

	heliport and supply base as specified in Appendix 1 to Section I—Form of Agreement and the offshore part of the WORKSITE.
5.2	The costs of non-routine transportation requested by the CONTRACTOR may, at the sole option of the COMPANY, be recovered from the CONTRACTOR. The CONTRACTOR shall provide offshore transportation, accommodation, and subsistence on the CONTRACTOR's vessel for the CLIENT OFFSHORE REPRESENTATIVES free of charge. CONTRACTOR shall be entitled to recover from the CLIENT all costs incurred in connection with medi-vac services provided in relation to the CLIENT OFFSHORE REPRESENTATIVE specifically.
6 CONTRACTOR TO INFORM ITSELF	
6.1	The CONTRACTOR shall be deemed to have satisfied itself, before entering into the CONTRACT, as to the extent and nature of the WORK including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the WORK, the correctness and sufficiency of the rates and prices entered in Section III, general and local conditions, and all other matters which could affect progress or performance of the WORK.
6.2	Any failure by the CONTRACTOR to take account of matters which affect the WORK will not relieve the CONTRACTOR from its obligations under the CONTRACT.
7 CONTRACTOR TO INFORM COMPANY / COMPANYCLIENT / CLIENT TO INFORM CONTRACTOR	
7.1	The CONTRACTOR shall notify the COMPANYCLIENT without undue delay of all things which in the opinion of the CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in the CONTRACT or conflicts with applicable law. The COMPANYCLIENT shall review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the WORK affected. Subject to the provisions of Clause 11, the COMPANYCLIENT shall issue a VARIATION if the CONTRACTOR can show that it has suffered delay and/or incurred additional cost as a result of any such instruction.
7.2	In addition to the requirements of Annex [6] Section V - Health, Safety and Environment and the provisions of Clause 33, the CONTRACTOR shall notify the COMPANYCLIENT without delay of any accidents which occur in connection with the carrying out of the WORK. The CONTRACTOR shall also notify the COMPANYCLIENT of any other incidents which occur which might affect the carrying out of the WORK or the CONTRACT.
7.3	The CONTRACTOR shall notify the COMPANYCLIENT immediately of any proposed or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completion of the WORK. When requested by the COMPANYCLIENT the CONTRACTOR shall also supply to the COMPANYCLIENT other information in connection with the WORK relating to industrial relations including but not limited to minimum rates of pay, allowances, amenities, working hours, periods of unpaid leave and overtime.
7.4	The COMPANYCLIENT shall without delay provide to the CONTRACTOR all information affecting the WORK which the CONTRACTOR reasonably requires and

	requests from the COMPANYCLIENT in order to properly perform the WORK in accordance with the CONTRACT.
7.5	If there is any possibility of the WORK being delayed due to other causes than WEATHER CONDITIONS, the CONTRACTOR will immediately notify the CLIENT, explaining the reasons for and the consequences of the potential delay. The CONTRACTOR will also propose measures to mitigate foreseen delay and to avoid further delay. Within a reasonable period after receiving the notification of potential delay, the CLIENT will notify the CONTRACTOR whether or not it agrees with the proposed measures and the consequences described by the CONTRACTOR. Agreement does not imply any acceptance by the CLIENT of the cause of the potential delay, and does not affect any other rights the CLIENT has under the CONTRACT.
8 ASSIGNMENT AND SUBCONTRACTING	
8.1	Assignment
	(a) The COMPANYCLIENT is entitled to assign the CONTRACT or any part of it or any benefit or interest in or under it to any CO-VENTURER or AFFILIATE of the COMPANYCLIENT. In addition the COMPANYCLIENT may make any such assignment to any other third party but only with the prior agreement of the CONTRACTOR which shall not unreasonably be withheld or delayed.
	(b) The CONTRACTOR undertakes that, in the event of any assignment described above, it will execute without delay a formal assignment of interest in the CONTRACT to the relevant party, to be effective upon the written assumption by the assignee of all rights and obligations of the COMPANYCLIENT under the CONTRACT.
	(c) The CONTRACTOR shall assign neither the CONTRACT nor any part of it nor any benefit or interest in or under it without the prior approval of the COMPANY which shall not unreasonably be withheld or delayed.CLIENT.
8.2	Subcontracting
	(a) The CONTRACTOR shall not subcontract the whole of the WORK. The CONTRACTOR shall not subcontract any part of the WORK without the prior approval of the COMPANYCLIENT which approval shall not unreasonably be withheld or delayed. The CLIENT may attach conditions to its approval other than mentioned in the CONTRACT.
	(b) Before entering into any SUBCONTRACT, whether provided for in the CONTRACT or not, the COMPANY shall be given an adequate opportunity to review the form of SUBCONTRACT, the choice of SUBCONTRACTOR, the part of the WORK included in the SUBCONTRACT and any other relevant details requested by the COMPANY. Where the COMPANY will be required to reimburse to the CONTRACTOR the sum paid to the SUBCONTRACTOR, any procedure for award of such SUBCONTRACTS included in the CONTRACT shall be followed and the COMPANY shall be entitled to review all the relevant aspects of the SUBCONTRACT. [Deleted]
▲	(c) No SUBCONTRACT shall bind or purport to bind the COMPANY or the CO-VENTURERSCLIENT. Nevertheless the CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of the

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		CONTRACT in so far as they apply to the SUBCONTRACT. Each SUBCONTRACT shall expressly provide for the CONTRACTOR's unconditional right of assignment of the SUBCONTRACT to the COMPANYCLIENT in the event that the COMPANYCLIENT terminates the CONTRACT or the WORK.
	(d)	The CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they were work, acts, omissions or defaults of the CONTRACTOR. <u>The fact that the CLIENT has given its approval to subcontract a part of the WORK shall not diminish the CONTRACTOR's own responsibility, obligations and liability under the CONTRACT.</u>
9 CONTRACTOR PERSONNEL		
9.1		The CONTRACTOR undertakes to provide sufficient personnel at all times to ensure performance and completion of the WORK in accordance with the provisions of the CONTRACT.
9.2		All personnel employed on the WORK shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice. The CONTRACTOR shall verify all relevant qualifications of such personnel.
9.3		Where key personnel of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the COMPANYCLIENT . Any replacement shall work with the person to be replaced for a reasonable handover period. <u>If key personnel or supervisory personnel responsible for performing or supervising the WORK is replaced, the expertise, qualifications and experience of the replacement personnel deployed by the CONTRACTOR must be at least equal to those of the original personnel or must meet the criteria agreed by the CLIENT and CONTRACTOR in this regard.</u>
9.4		The CONTRACTOR shall ensure that such key personnel and supervisory personnel of the CONTRACTOR and SUBCONTRACTORS shall read, write and speak fluent English.
9.5		The CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and, save in so far as the CONTRACT otherwise provides, for their payment and onshore transport, housing, maintenance and board and lodging.
9.6		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.
9.7		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 COMPANYCLIENT prior to the employee being engaged in the WORK.
9.8		The COMPANYCLIENT 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 COMPANYCLIENT 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 COMPANYCLIENT ; or
	(c)	not conforming with relevant safety procedures described in Section VVI - Health, Safety and Environment 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 COMPANYCLIENT without the prior approval of the COMPANYCLIENT .
		The CONTRACTOR shall provide a suitable replacement for any such person within twenty four (24) hours or such longer time as may be agreed by the COMPANYCLIENT .

10 EXAMINATION AND DEFECTS CORRECTION

10.1	Examination
	In order to confirm that the requirements of the CONTRACT are met the COMPANYCLIENT (or any third party deployed by 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 COMPANYCLIENT 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.
10.2	Defects Correction Obligation
	(a) 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.
	(b) If the COMPANYCLIENT notifies the CONTRACTOR of any defects in the WORK prior to the commencement of or within the Defects CorrectionLiability Period specified in Appendix 1 to Section I — Form of Agreement the CONTRACT , the CONTRACTOR shall, subject to the operational requirements of the COMPANYCLIENT and the provisions of Clause 10.2(c), carry out all works necessary to correct any defects in the WORK arising from any default of the CONTRACTOR - within a time frame instructed by CLIENT.
	(c) If any of the WORK is reperformed, rectified or replaced by the CONTRACTOR under the provisions of this Clause 10.2, this Clause 10.2 shall apply to the portion so reperformed, rectified or replaced. The Defects CorrectionLiability Period specified in Appendix 1 to Section I — Form of Agreement in respect of such work, shall commence on the date upon which such reperformance, rectification or replacement was completed in accordance with the CONTRACT.

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	(c)	The COMPANY/CLIENT may decide that the carrying out by the CONTRACTOR of work necessary to correct defects will be prejudicial to its interests. In such cases the COMPANY/CLIENT may undertake the CONTRACTOR's responsibilities described in Clause 10.2(b). The COMPANY/CLIENT shall notify the CONTRACTOR in such cases and shall be entitled to recover from the CONTRACTOR all additional costs reasonably incurred by the COMPANY/CLIENT as a direct result of carrying out such responsibilities.
	(d)	For the purposes of Clauses 10.2(b) and 10.2(c) the CONTRACTOR shall not be liable to the COMPANY for the costs of helicopter transport of personnel between the shore-based heliport and offshore or for the costs of offshore accommodation and messing. [Deleted]
	(e)	Should the CONTRACTOR refuse or fail to correct any defect within a time frame instructed by CLIENT then in such cases the CLIENT may appoint another contractor to undertake the CONTRACTOR's responsibilities described in Clause 10.2(b). The CLIENT shall notify the CONTRACTOR in such cases and shall be entitled to recover from the CONTRACTOR all additional costs reasonably incurred by the CLIENT as a direct result of carrying out such responsibilities.

11 VARIATIONS

11.1	The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK.
	The COMPANY 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. Should any additional requirements stipulated by the CLIENT, any new information that is brought to the notice of the CLIENT or any unforeseeable changes to the statutory regulations applicable to the WORK in question lead to the WORK performed by the CONTRACTOR under the CONTRACT becoming demonstrably more demanding or extensive, this additional work constitutes an upward VARIATION for which the CONTRACTOR may claim the increase in cost associated with this change in accordance with the provisions of this Clause 11 and an extension of time may be granted by CLIENT. Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT was signed shall not entitle CONTRACTOR to an upward VARIATION. If a party regards a particular request as constituting a VARIATION, it will notify the other party thereof as quickly as possible.
	The CONTRACTOR will not start any additional work that constitutes an upward VARIATION until it has received an order to this effect from the CLIENT. In order to obtain such an order, the CONTRACTOR will issue a written quotation specifying the amount of additional work that is to be performed, its duration and cost. Any additional work performed by the CONTRACTOR will be subject to the provisions of the CONTRACT, including those on fees and discounts, where relevant, in so far as these have not been amended by the CLIENT's written order. When submitting a quotation, the CONTRACTOR may not impose terms and conditions that are either more detailed or more stringent than the original terms and conditions, unless it does so with the CLIENT's consent.

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	Should any new information that is brought to the notice of the CLIENT or any changes to the statutory regulations applicable to the work in question lead to the work performed by the CONTRACTOR under the Contract becoming demonstrably less demanding or extensive, this constitutes a downward VARIATION for which the CLIENT is entitled to a discount or earlier COMPLETION DATE, OFFSHORE COMPLETION DATE or other KEY DATES . If a party regards a particular change as constituting a downward VARIATION, it will notify the other party thereof in writing as quickly as possible. If a fixed fee has been agreed, the parties will consult to agree on the value of the discount, which will be deducted from the agreed fee.
11.2	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 substantiated valuation shall be made (as agreed between the PARTIES). The CONTRACTOR shall not unwillingly withhold breakdowns of sums quoted, if requested by CLIENT
11.3	In the event that the CONTRACTOR considers it has a valid claim against the CLIENT for the reimbursement of additional costs (that are not deemed to be included in the rates or prices stated in Annex [6] Section IIIv (remuneration) properly and unavoidably incurred by the CONTRACTOR in the performance of WORK under the terms and conditions of the CONTRACT, then the CONTRACTOR may submit the details of such a claim to the CLIENT REPRESENTATIVE for consideration.
11.4	"Notwithstanding the provisions of Clause 11.3, the CLIENT will not be obliged to consider any claim by the CONTRACTOR unless:
(a)	within twenty eight (28) days of the event that the CONTRACTOR considers to be the basis of a claim, a written notice is submitted to the CLIENT clearly identifying the basis of the claim and is supported by all the relevant information and documentation which is available at the time, in substantiation thereof;
(b)	within forty two (42) days of the event that the CONTRACTOR considers being the basis of the claim, the CONTRACTOR submits to the CLIENT a fully detailed and comprehensive claim submission supported by all relevant information and documentation in substantiation thereof;
(c)	such written notice is to be submitted in accordance with the general procedure as set out under Clause 29.6 (Notices) and
(d)	if the time restrictions stated above are not fully observed and complied with, the CONTRACTOR undertakes that such claims shall be considered to be time barred."
(e)	when the claim has been considered rightful by CLIENT, CONTRACTOR shall issue a VARIATION proposal in accordance with Annex [6] Section III (remuneration) and in accordance with procedure outlined in Annex [6] Section VI (Quality Requirements).
(f)	[Not Used]
12 FORCE MAJEURE	

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12.1	Neither PARTY shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with Clause 12.3 and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against.
12.2	For the purposes of this CONTRACT only the following occurrences shall be force majeure.
	(a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
	(b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
	(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
	(d) Earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
	(e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its subcontractors or its suppliers and which affect a substantial or essential portion of the WORK;
	(f) Maritime or aviation disasters; and
	(g) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law. COVID-19 EVENT
12.3	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.
12.4	Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence.
12.5	Following notification of a force majeure occurrence in accordance with Clause 12.3, the PARTIES shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.
12.6	<u>In the event that the situation of force majeure exceeds 7 days, CONTRACTOR shall be allowed to demobilize from site in order to fulfil other contractual obligations and a notification window will be agreed with CLIENT for remobilization. Should CLIENT not agree with the demobilization and/or notification schedule for remobilization, CONTRACTOR will remain on site and shall be reimbursed from the day that the situation of force majeure exceeds 7 days in accordance with the applicable rates until the force majeure situation ends. An extension of time shall be applied equal to the period of force majeure.</u>

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If CLIENT did not agree with demobilization it may reconsider its position regarding demobilization at the later time in case the force majeure persists.

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13 SUSPENSION

13.1	The COMPANYCLIENT shall have the right, by notice to the CONTRACTOR, to suspend the WORK or any part thereof to the extent detailed in the notice, for any of the following reasons:
	(a) subject only to Clause 13.3, in the event of some default on the part of the CONTRACTOR; or
	(b) if suspension is necessary for the proper execution or safety of the WORK, or persons; or
	(c) to suit the convenience of the COMPANYCLIENT.
13.2	Upon receipt of any such notice, the CONTRACTOR shall, unless instructed otherwise:
	(a) discontinue the WORK or the part of the WORK detailed in the notice, on the date and to the extent specified, and
	(b) properly protect and secure the WORK as required by the COMPANYCLIENT.
13.3	In the event of default on the part of the CONTRACTOR and before the issue by the COMPANYCLIENT of a notice to suspend the WORK or any part thereof the COMPANYCLIENT shall give notice of default to the CONTRACTOR giving details of such default. If the CONTRACTOR, upon receipt of such notice, does not commence and thereafter continuously proceed with action satisfactory to the COMPANYCLIENT to remedy such default the COMPANYCLIENT may issue a notice of suspension in accordance with the provisions of Clause 13.1.
13.4	Unless the suspension arises as a result of default on the part of the CONTRACTOR, the CONTRACTOR shall be reimbursed in accordance with the relevant provisions of Annex [6], Section III – RemunerationSECTION III (remuneration) or, in the absence of such provisions, in accordance with Clause 11.
13.5	If suspension results from default on the part of the CONTRACTOR, any additional documented costs reasonably incurred by the COMPANYCLIENT as a direct result shall be recoverable by the COMPANYCLIENT from the CONTRACTOR.
13.6	The COMPANYCLIENT may, by further notice, instruct the CONTRACTOR to resume the WORK to the extent specified.
13.7	In the event of any suspension, the PARTIES shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.
13.8	If the period of any suspension not arising as a result of default on the part of the CONTRACTOR exceeds the period stated in Appendix 1 to Section I – (CONTRACT) the CONTRACTOR may serve a notice on the COMPANYCLIENT requiring permission within fourteen (14) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said fourteen (14) days the COMPANYCLIENT does not grant such permission the

	CONTRACTOR, by a further notice, may (but is not bound to) elect to treat the suspension as either:
(a)	where it affects only a part only of the WORK, an omission of such part under Clause 11; or
(b)	where it affects the whole of the WORK, termination in accordance with Clause 24.1(a).
14 TERMS OF PAYMENT	
14.1	For the performance and completion of the WORK, the COMPANYCLIENT shall pay or cause to be paid to the CONTRACTOR the amounts provided in Annex [6], Section III (Remuneration) at the times and in the manner specified in Section III and in this Clause 14.
14.2	Except where it is expressly provided that the COMPANYCLIENT shall carry out an obligation under the CONTRACT at its own cost, all things to be supplied or performed by the CONTRACTOR under the CONTRACT shall be deemed to be included in the rates and prices included in Annex [6], Section III (Remuneration) Section III (Remuneration) .
14.3	The CONTRACTOR shall be entitled to submit to the COMPANY an invoice invoices for items within thirty (30) days after the CONTRACT PRICE that have become due in accordance with the endprovisions of each calendar month the CONTRACT as per the payment schedule specified in Annex [6], Section III (Remuneration) SECTION III (Remuneration) .
	Following completion of the whole of the WORK, the CONTRACTOR shall not be entitled to receive any payment on any invoice received by the COMPANYCLIENT after the time specified in Appendix 1 to Section 1 – Form of Agreement SECTION III as the latest time for receipt of invoices. Nevertheless the COMPANYCLIENT may, at its sole discretion, make payment against any such invoice.
14.4	All payments contemplated under the CONTRACT are exclusive of Value Added Tax ("VAT"), which shall be charged by and accounted to the relevant tax authority by the relevant PARTY as is required under prevailing VAT legislation. Furthermore, the CONTRACTOR will comply with all applicable invoicing requirements regarding the charging and accounting of VAT.
14.5	Each invoice shall show separately the individual amounts under each of the headings in Section III – Remuneration SECTION III (Remuneration) , and shall quote the COMPANYCLIENT Contract Reference Number, Title and such other details as may be specified in the CONTRACT.
	Each invoice shall be forwarded to the address specified in the CONTRACT.
14.6	Within thirty (30) days from receipt of a correctly prepared and adequately supported invoice by the COMPANYCLIENT at the address specified in Clause 14.5, the COMPANYCLIENT shall make payment in respect of such invoices as follows:
(a)	for payments in Sterling the COMPANYCLIENT shall make payment of the due amount into the bank account of the CONTRACTOR specified in the CONTRACT or otherwise notified by the CONTRACTOR, using the Banker's Automated Clearing System; and .

	(b)	for payments in foreign currencies the COMPANY shall make payment of the due amount in the appropriate currency into the bank account of the CONTRACTOR specified in the CONTRACT or otherwise notified by the CONTRACTOR. [Deleted]
14.7		If the COMPANY CLIENT disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the COMPANY CLIENT shall notify the CONTRACTOR of the reasons and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note the COMPANY CLIENT shall be obliged to pay the undisputed part of a disputed invoice.
		If any other dispute connected with the CONTRACT exists between the PARTIES the COMPANY CLIENT may withhold from any money which becomes payable under the CONTRACT the amount which is the subject of the dispute. The COMPANY CLIENT shall not be entitled to withhold monies due to the CONTRACTOR under any other contracts with the COMPANY CLIENT as set off against disputes under the CONTRACT, nor shall it be entitled to withhold monies due under the CONTRACT as set off against disputes under any other contract.
		The CLIENT may instruct an accountant designated by the CLIENT, as referred to in article 2:393, paragraph 1 of the Dutch Civil Code, to audit the invoices submitted by the CONTRACTOR to determine their accuracy. The CONTRACTOR will allow the accountant to inspect its books and documents, and will supply him with any information he requests. This audit is confidential and does not involve any more than is necessary to check the invoices. The accountant will report as quickly as possible to both parties. The CLIENT will pay the cost of the accountant's audit, unless the latter's work reveals that the invoices in question are not accurate or complete, in which case the CONTRACTOR will be liable for the cost of the inspection.
		On settlement of any dispute the CONTRACTOR shall submit an invoice for sums due and the COMPANY CLIENT shall make the appropriate payment in accordance with the provisions of Clause 14.6 and Clause 14.9 where applicable.
14.8		Neither the presentation nor payment or non-payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder.
		In particular the COMPANY CLIENT may correct or modify any sum previously paid in any or all of the following circumstances:
	(a)	any such sum was incorrect;
	(b)	any such sum was not properly payable to the CONTRACTOR;
	(c)	any work in respect of which payment has been made and which does not comply with the terms of the CONTRACT.
14.9		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 percentage stated in Appendix 1 to Section I — Form of Agreement and shall be calculated pro rata on a daily basis. In the absence of such percentage, the amount of interest shall be based on the then current annual Bank of England 'Base Rate' plus three percent (3%) per annum and shall be calculated pro rata on a daily basis. If the CLIENT fails without good reason to pay a correctly prepared and adequately supported invoice within the stipulated time limit, it will automatically be liable to pay: a.

	<u>compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and b. statutory interest as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code. The compensation and interest will be payable on demand.</u> Interest shall run from the date on which the sum in question becomes due for payment in accordance with the provisions of Clause 14.6 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. Payment of the invoice claiming the interest shall be in accordance with the provisions of Clause 14.6 hereof.
14.10	If the <u>COMPANYCLIENT</u> at any time incurs costs which, under the provisions of the CONTRACT, the <u>COMPANYCLIENT</u> is entitled to recover from the CONTRACTOR, the <u>COMPANYCLIENT</u> may invoice the CONTRACTOR for such costs, provided always that the <u>COMPANYCLIENT</u> may deduct the amount of such costs from any amount due, or that may become due to the CONTRACTOR under the CONTRACT.
	The CONTRACTOR shall pay the <u>COMPANYCLIENT</u> within thirty (30) days of receipt of invoice any sums outstanding after such deduction.
14.11	For the purposes of Clause 14.10 and elsewhere in the CONTRACT, wherever a PARTY is entitled to recover from the other PARTY any costs incurred, then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but no element of profit.
14.12	<u>The CONTRACTOR is not entitled to suspend or terminate its WORK on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or if the CLIENT does not pay an invoice because it suspects that the invoice is inaccurate or because the WORK has not been properly performed.</u>
15 TAXES AND TAX EXEMPTION CERTIFICATES	
15.1	<u>The</u>Subject to Sub-Clause 14.4, the CONTRACTOR shall, in accordance with the provisions of Clause 18, except as may otherwise be provided in Section <u>III—RemunerationIV</u>, be responsible for:
	(a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the CONTRACTOR is liable as imposed by any appropriate governmental authority whether of the <u>United KingdomNetherlands</u> or elsewhere, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the CONTRACTOR; and
	(b) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income , profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the CONTRACTOR is liable, whether arising in the <u>United KingdomNetherlands</u>, its territorial waters, its continental shelf or elsewhere, now or hereafter levied or imposed by any appropriate governmental authority whether of the <u>United KingdomNetherlands</u> or elsewhere, arising from this CONTRACT; and
	(c) compliance with all statutory obligations to make deductions on account of tax and remit the required amounts to any appropriate governmental

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		authority whether of the United Kingdom Netherlands or elsewhere, including, but not limited to income tax, PAYE, national insurance, employee taxes, charges, social security costs, levies and contributionsthe like deducted from employee remuneration or payable by the employer as required by Dutch Law whether or not they are measured by the wages, salaries or other remuneration or benefits paid to persons employed by the CONTRACTOR, or persons providing services in connection with the CONTRACT to the CONTRACTOR, and the imposition of a similar obligation upon all SUBCONTRACTORS or any other persons employed by them or providing services to them in connection with the CONTRACT; and
	(d)	ensuring that any SUBCONTRACTOR or any other person employed, or providing services on or in connection with the CONTRACT shall comply with this Clause 15.
15.2		The CONTRACTOR shall supply to the COMPANY CLIENT all such information, in connection with activities under the CONTRACT, as is necessary to enable the COMPANY CLIENT to comply with the lawful demands for such information by any appropriate governmental authority whether of the United Kingdom Netherlands or elsewhere.
15.3		Where the CONTRACTOR, any SUBCONTRACTOR or any other person employed by them, or providing services to them on or in connection with the CONTRACT, is or may become liable for tax as a result of the operation of Part 7A of the Taxes Management Act 1970 and/or Section 1013 of the Income Tax Act 2007 and/or Section 1313 of the Corporation Tax Act 2009 and/or Section 1170 of the Corporation Tax Act 2010 and/or Section 276 of the Taxation of Chargeable Gains Act 1992 or, in each case, any amending legislation, and if such a person, within forty five (45) days of the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, is not able to exhibit to the reasonable satisfaction of the COMPANY that the person is "resident" for tax purposes within the United Kingdom, the CONTRACTOR shall, where the WORK or any part thereof is to be performed within the United Kingdom and/or within a "designated area", obtain for itself and procure that any such SUBCONTRACTOR or other person employed by them, or providing services to them on or in connection with the CONTRACT, obtains an exemption certificate from an officer of HM Revenue and Customs in favour of the COMPANY in accordance with Section 77F of the Taxes Management Act 1970 and any amendment thereto. The CONTRACTOR shall immediately upon receipt thereof, forward such certificate to the COMPANY or where such certificate is refused, the CONTRACTOR shall upon being so informed, immediately notify the COMPANY of such refusal. If the person ceases to be so resident or such exemption certificate is cancelled the CONTRACTOR shall immediately advise the COMPANY of such event. Where the CONTRACTOR, any SUB CONTRACTOR or any other person employed by them, providing services to them on or in connection with the CONTRACT, is or may become liable for tax as a result of the performance of this CONTRACT, the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT for all such liabilities whether directly or indirectly levied.
		If such exemption certificate is not obtained within forty five (45) days of the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, or having been obtained is subsequently withdrawn, the COMPANY shall have the right to make deductions from any amounts due to the CONTRACTOR up to the maximum estimated potential tax liability arising to the person or persons whose exemption

	certificate has not been obtained or has been withdrawn, as reasonably computed by the COMPANY, arising out of the CONTRACT.
	If any such deductions are made by the COMPANY, these shall be paid to the CONTRACTOR on the receipt by the COMPANY of satisfactory evidence that the CONTRACTOR, SUBCONTRACTOR or other person employed by them or providing services to them on or in connection with the CONTRACT has paid all taxes arising out of the CONTRACT and HM Revenue and Customs will not be serving a notice on the COMPANY under Section 77C of the Taxes Management Act 1970.
	"designated area" shall for the purpose of this Clause 15.3 bear the same meaning as that given to the "UK sector of the Continental Shelf" in Section 874 of the Income Tax (Trading and Other Income) Act 2005 and/or "designated area" in Section 278 of the Corporation Tax Act 2010 and/or "designated area" in Section 276 of the Taxation of Chargeable Gains Act 1992.
	"resident" shall for the purpose of this Clause mean that the company or person is regarded by HM Revenue and Customs as United Kingdom resident.
15.4	Where any of the WORK involves the performance of construction operations as defined for the purposes of Chapter III of Part III of the Finance Act 2004 and the Income Tax (Construction Industry Scheme) Regulations 2005 (together, the "Construction Industry Scheme") then the PARTIES shall comply with the provisions of the Construction Industry Scheme.
	Payments under the CONTRACT by the COMPANY in respect of construction operations shall be made net of any deductions which the COMPANY is required to make by law.
15.4	The CONTRACTOR shall provide the COMPANY with such information about the CONTRACTOR as is required by the COMPANY to verify with the Commissioners of HM Revenue and Customs whether the CONTRACTOR is registered for gross payment or for payment under deduction or is not registered for the purposes of the Construction Industry Scheme and shall provide the COMPANY with any such further information to enable the COMPANY to calculate accurately any deduction applicable under the Construction Industry Scheme to any payments under the CONTRACT. The CONTRACTOR shall be responsible for obtaining all taxations exemptions of whatever nature, in accordance with any statute or regulation established by any government body having jurisdiction over the WORK.
	Where at the due date for payment, the COMPANY has not received such information, all payments will be made subject to maximum deductions as could be required by law.
	The COMPANY shall not be liable to reimburse the CONTRACTOR for any over-deduction under this Clause 15.4 or for any tax arising as a result of the CONTRACTOR'S failure to provide such information promptly or to provide sufficient information.
15.5	The Subject to Sub-Clause 14.4 the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY/CLIENT against all levies, charges, contributions and taxes of the type referred to in this Clause 15 and any interest or penalty thereon which may be assessed, by any appropriate governmental authority whether of the United Kingdom/Netherlands or elsewhere, on the CONTRACTOR GROUP in connection with the CONTRACT and from all costs reasonably incurred in connection therewith.

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15.6	If the COMPANYCLIENT receives a notice requiring it to pay any levies, charges, contributions or taxes of the types referred to in this Clause 15 and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any SUBCONTRACTOR, their respective AFFILIATES or any other person employed by the CONTRACTOR or any SUBCONTRACTOR or providing any services to the CONTRACTOR or any SUBCONTRACTOR on or in connection with the CONTRACT, the COMPANYCLIENT shall forthwith notify the CONTRACTOR who shall work with the COMPANYCLIENT to make all reasonable endeavours to make any valid appeals save, indemnify, defend and hold harmless the CLIENT against such payment: or notification thereto. If the COMPANYCLIENT is ultimately required to make such payment, the COMPANYCLIENT may recover from the CONTRACTOR any such sums and all costs reasonably incurred in connection therewith and the CONTRACTOR shall within fourteen (14) days of receiving written notice from the COMPANYCLIENT pay to the COMPANYCLIENT any such sum or the COMPANYCLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.
15.7	The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR against all levies, charges, contributions and taxes of the type referred to in this Clause 15 and any interest or penalty thereon which may be assessed, by any appropriate governmental authority whether of the United Kingdom or elsewhere, on the COMPANY in connection with the CONTRACT and from all costs incurred in connection therewith, other than those taxes and other matters referred to above which the provisions of this Clause 15 allow the COMPANY to recover from the CONTRACTOR. [Deleted]

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16 OWNERSHIP

16.1	The COMPANYCLIENT shall retain title to COMPANYCLIENT-provided items and information, including but not limited to, TECHNICAL INFORMATION and materials and equipment.
16.2	Subject to the provisions of Clause 17, all equipment, materials and supplies provided by the CONTRACTOR for incorporation into the WORK shall become and be clearly identified as the property of the COMPANYCLIENT upon delivery to the WORKSITE or payment by the COMPANYCLIENT whichever is the earlier. The CONTRACTOR shall ensure that all CONTRACTOR-provided items are free from all liens and/or retention of title claims from any third party.
16.3	Title to any equipment, materials and supplies provided by the CONTRACTOR which do not comply with the requirements of the CONTRACT and which are rejected by the COMPANYCLIENT, shall re-vest immediately in the CONTRACTOR. Title to such items provided by the CONTRACTOR for which no payment has been made by the COMPANYCLIENT and which are no longer required for the purposes of the CONTRACT, shall re-vest in the CONTRACTOR.

17 INTELLECTUAL PROPERTY PATENTS AND OTHER PROPRIETARY RIGHTS

17.1	Neither PARTY shall have the right of use, other than for the purposes of the CONTRACT, whether directly or indirectly, of any INTELLECTUAL PROPERTY patent, copyright, proprietary right or confidential know how,
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		trademark or process provided by the other PARTY and the intellectual property rights in such INTELLECTUAL-PROPERTY shall remain with the PARTY providing itsuch patent, copyright, proprietary right or confidential know how, trademark or process.
17.2		Where any potential patent or registrable INTELLECTUAL-PROPERTY right in any country in the world results from:
	(a)	developments by the CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the CONTRACTOR GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or
	(b)	enhancements of or in the INTELLECTUAL-PROPERTY of the CONTRACTOR GROUP,
	(b)	enhancements of or in the existing intellectual property rights of the CONTRACTOR GROUP, such rights shall vest in the CONTRACTOR or another company within the CONTRACTOR GROUP as the case may be.
17.3		Where any potential patent or registrable INTELLECTUAL-PROPERTY right in any country in the world results from:
	(a)	developments by the COMPANY-GROUPCLIENT which are based wholly on data, equipment, processes, substances and the like in the possession of the COMPANY-GROUPCLIENT at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or
	(b)	enhancements of or in the existing INTELLECTUAL-PROPERTY of the COMPANY-GROUP,
	(b)	enhancements of or in the existing intellectual property rights of the CLIENT, such rights shall vest in the COMPANYCLIENT and its AFFILIATES or CO-VENTURERS as the case may be.
17.4		Except as provided in Clause 17.1, Clause 17.2 and Clause 17.3, where any potential patent or registrable INTELLECTUAL-PROPERTY right in any country in the world arises out of the WORK and is invented during the term of the CONTRACT, such rights shall vest in the PARTY or PARTIES as specified in Appendix 1 to Section I—Form of Agreement.
17.5		Where under Clause 17.4 a right vests in one of the PARTIES absolutely, such PARTY may at its sole discretion give the other PARTY and its AFFILIATES and its CO- VENTURERS a royalty free, irrevocable, non-exclusive, non- transferable, world-wide licence to use such right which shall not be sub-licensed.
17.6		Where under Clause 17.4 a right vests in the PARTIES jointly, then the PARTIES shall unless otherwise agreed in writing jointly file a patent or other registration application in that joint right.
17.7		The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY-GROUPCLIENT from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any INTELLECTUAL-PROPERTY patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the CONTRACT except where such infringement necessarily arises from the TECHNICAL INFORMATION and/or the COMPANYCLIENT's instructions. However, the CONTRACTOR shall use its reasonable endeavours to identify any infringement in the TECHNICAL

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	INFORMATION and/or in the COMPANY'sCLIENT's instructions of any INTELLECTUAL PROPERTYpatent or proprietary or protected right, and should the CONTRACTOR become aware of such infringement or possible infringement then the CONTRACTOR shall inform the COMPANY immediatelyCLIENT immediately. <u>The CONTRACTOR is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or losses incurred as a result of such infringements/breaches, and to do so at its own expense.</u>
17.8	The COMPANYCLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the COMPANYCLIENT under the CONTRACT or the use by the CONTRACTOR of TECHNICAL INFORMATION or materials or equipment supplied by the COMPANYCLIENT.
17.9	<u>The CLIENT is the owner of all copyrights that may be exercised in relation to the results of the WORK performed by the CONTRACTOR, irrespective of where and when they may be exercised. In pursuance of the CONTRACT, the CONTRACTOR assigns such intellectual property rights to the CLIENT as soon as they arise. The CLIENT hereby accepts the assignment of these rights.</u>
17.10	<u>In so far as the results of the WORK performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the CLIENT, the CONTRACTOR grants the CLIENT a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the CONTRACTOR guarantees that it is entitled to grant the aforesaid right of use.</u>
17.11	<u>If there is a difference of opinion between the PARTIES on the intellectual property rights referred to in Clauses 17.8 and 17.9 in relation to the results of the WORK performed, it will be assumed, in the absence of proof to the contrary, that the rights rest with the CLIENT. In all cases, the CONTRACTOR may continue to use the results for the purposes specified in the CONTRACT."</u>
17.12	<u>Intellectual property rights arising from the WORK performed other than those referred to in Clause 17 (PATENTS AND OTHER PROPRIETARY RIGHTS) and Clause 39 (FIELD DATA) may never be exercised against the CLIENT, and the CONTRACTOR assigns to the CLIENT a non-exclusive and irrevocable right to use such rights, free of charge, for an indefinite period for the purposes of the CONTRACT's objectives.</u>
18 LAWS AND REGULATIONS	
18.1	The CONTRACTOR shall comply with all applicable laws, rules and regulations of any governmentalauthority or regulatory body having jurisdiction over the WORK and/or the WORKSITE.
18.2	The CONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by the COMPANYCLIENT.
18.3	Should changes in any applicable laws, rules and regulations, including any change in interpretation of the same by a COMPETENT AUTHORITY, made after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, result in increases or decreases in the cost to the CONTRACTOR of performing the WORK, the

	CONTRACT PRICE shall be adjusted to the extent described in Section III (Remuneration), or as otherwise may be agreed between the PARTIES.
19 INDEMNITIES	
19.1	The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY-GROUPCLIENT 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, CLIENT REPRESENTATIVE or other temporary hires of CLIENT , 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 19.1(c) "third party" shall mean any party which is not a member of the COMPANY GROUPCLIENT, a CLIENT REPRESENTATIVE or temporary hire of CLIENT , or CONTRACTOR GROUP-; and
	(d) loss of or damage to such permanent third party oil and gas production facilities, wind turbine generators including their foundations, pipelines, cables and consequential losses arising therefrom, as specified and defined in and in accordance with Section I - Agreement 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 19.1(d) shall apply notwithstanding the provisions of Clause 19.1(c).
19.2	The COMPANYCLIENT 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 COMPANY-GROUPCLIENT , whether:-
	(i) owned by the COMPANY-GROUPCLIENT , or
	(ii) leased or otherwise obtained under arrangements with financial institutions by the COMPANY-GROUPCLIENT
	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 COMPANY-GROUPCLIENT and CLIENT REPRESENTATIVE, including other temporary hires of CLIENT arising from, relating to or in connection with the performance or non-performance of the CONTRACT and in so far CONTRACTOR is not liable according to clause 19.1 (c) ; 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 COMPANY-GROUP-CLIENT and / or its representatives including temporary hires. For the purposes of this Clause 19.2(c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or COMPANY-GROUP-CLIENT .
	(d)	loss of or damage to such permanent third party oil and gas production facilities and pipelines and consequential losses arising therefrom, as specified and defined in and in accordance with Appendix 1 to Section I— Form of Agreement 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 19.2(d) shall apply notwithstanding the provisions of Clause 19.1(c):[deleted]
19.3		Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the COMPANY-CONTRACTOR shall save, indemnify, defend and hold harmless the CONTRACTOR-GROUP-CLIENT from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the COMPANY-GROUP-CLIENT arising from, relating to or in connection with the performance or non-performance of the CONTRACT.
19.4		Except as provided by Clause 19.2(a) and Clause 19.2(b) the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY-GROUP-CLIENT and its representatives including temporary hires 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, wrecks, debris, sunken or floating equipment or materials) arising from, relating to or in connection with the performance or non-performance of the CONTRACT.
19.5		All exclusions and indemnities given under this Clause 19 (save for those under Clauses 19.1(c) and 19.2(c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party PARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
19.6		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.
19.7		The indemnities given by the parties PARTIES under this CONTRACT are full and primary, and shall apply irrespective of whether the indemnified party 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.
19.8		Each PARTY expressly agrees that the indemnities set out in this Clause 19 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.
20 INSURANCE BY CONTRACTOR		
20.1		The CONTRACTOR shall arrange as a minimum the insurances set out in this Clause 20 and ensure that they are in full force and effect throughout the life of the CONTRACT. All such insurances shall be placed with reputable and substantial insurers, satisfactory to the COMPANY-CLIENT , and shall for all insurances

	(including insurances provided by SUBCONTRACTORS) other than Employers' Liability Insurance/Workmen's Compensation to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the <u>COMPANYCLIENT and its representatives including temporary hires</u>, CO-VENTURERS and its and their respective AFFILIATES as additional assureds <u>or otherwise protected on an indemnity to principals basis</u>. All insurances required under this Clause 20 shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the <u>COMPANY, CO-CLIENT and its representatives including temporary hires, CO-VENTURERS</u> and its and their respective AFFILIATES in relation to the CONTRACT to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT. Such insurances shall also where possible, provide that the <u>COMPANYCLIENT</u> shall be given not less than thirty (30) days' notice of cancellation of or material change to cover. The provisions of this Clause 20 shall in no way limit the liability of the CONTRACTOR under the CONTRACT.												
20.2	The insurances required to be effected under Clause 20.1 shall be as follows (to the extent that they are relevant to the WORK): <table> <tr> <td>(a)</td><td>Employers' Liability and/or (where the jurisdiction of where the WORK is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the performance of the WORK to the minimum value required by any applicable legislation including extended cover (where required) for working offshore or such greater sum as is set out in <u>Appendix 1 to Section I—Form of Agreement</u>;</td></tr> <tr> <td>(b)</td><td>General Third Party Liability insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT, in an amount not less than that set out in <u>Appendix 1 to Section I—Form of Agreement</u>;</td></tr> <tr> <td>(c)</td><td>Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;</td></tr> <tr> <td>(d)</td><td><u>Marine Hull and Machinery Insurance and, to the extent not provided in (e) below, collision liability in respect of all vessels used by CONTRACTOR GROUP in the performance of the WORK in an amount not less than that set out in Section I.</u></td></tr> <tr> <td>(e)</td><td><u>Protection and Indemnity Insurance including wreck and debris removal and oil pollution liability in respect of all vessels, craft or equipment owned, leased or hired by the CONTRACTOR GROUP in performance of the WORK in amounts not less than those set out in Section I.</u></td></tr> <tr> <td>(df)</td><td>such further insurances (if any) as set out in <u>Appendix 1 to Section I—Form of Agreement</u>.</td></tr> </table>	(a)	Employers' Liability and/or (where the jurisdiction of where the WORK is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the performance of the WORK to the minimum value required by any applicable legislation including extended cover (where required) for working offshore or such greater sum as is set out in <u>Appendix 1 to Section I—Form of Agreement</u> ;	(b)	General Third Party Liability insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT, in an amount not less than that set out in <u>Appendix 1 to Section I—Form of Agreement</u> ;	(c)	Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;	(d)	<u>Marine Hull and Machinery Insurance and, to the extent not provided in (e) below, collision liability in respect of all vessels used by CONTRACTOR GROUP in the performance of the WORK in an amount not less than that set out in Section I.</u>	(e)	<u>Protection and Indemnity Insurance including wreck and debris removal and oil pollution liability in respect of all vessels, craft or equipment owned, leased or hired by the CONTRACTOR GROUP in performance of the WORK in amounts not less than those set out in Section I.</u>	(df)	such further insurances (if any) as set out in <u>Appendix 1 to Section I—Form of Agreement</u> .
(a)	Employers' Liability and/or (where the jurisdiction of where the WORK is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the performance of the WORK to the minimum value required by any applicable legislation including extended cover (where required) for working offshore or such greater sum as is set out in <u>Appendix 1 to Section I—Form of Agreement</u> ;												
(b)	General Third Party Liability insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT, in an amount not less than that set out in <u>Appendix 1 to Section I—Form of Agreement</u> ;												
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(d)	<u>Marine Hull and Machinery Insurance and, to the extent not provided in (e) below, collision liability in respect of all vessels used by CONTRACTOR GROUP in the performance of the WORK in an amount not less than that set out in Section I.</u>												
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(df)	such further insurances (if any) as set out in <u>Appendix 1 to Section I—Form of Agreement</u> .												
20.3	The CONTRACTOR shall supply the <u>COMPANYCLIENT</u> with evidence of such insurances on demand.												
20.4	The CONTRACTOR shall procure that <u>its</u> SUBCONTRACTORS are insured to appropriate levels as may be relevant to their work.												
21 CONSEQUENTIAL LOSS													

		For the purposes of this Clause 21 the expression "Consequential Loss" shall mean:
	(a)	consequential or indirect loss under English law; and
		For the purposes of this Clause the expression "Consequential Loss" shall mean 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 to the extent that these are not included in (a) , and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.
		Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, the COMPANYCLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the COMPANY-GROUP'sCLIENT's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY-GROUPCLIENT and its representatives including temporary hires from the CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.
		All exclusions and indemnities given under this Clause 21 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified partyPARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
22 CONFIDENTIALITY		
22.1		The CONTRACTOR shall at no time without the prior written agreement of the COMPANYCLIENT 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 COMPANY, the CO-VENTURERS or its or their AFFILIATES in or in relation to the CONTRACTCLIENT; or
	(ii)	vests in the COMPANYCLIENT in accordance with the CONTRACT; or
	(iii)	the CONTRACTOR prepares in connection with the WORK.
		<u>The CONTRACTOR and its SUBCONTRACTORS will not divulge in any way any information that comes to their knowledge in performing the CONTRACT and which they know or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling. The CONTRACTOR and its SUBCONTRACTORS will each impose the same duty of confidentiality on its personnel and guarantees that they will fulfill it.</u>
22.2		The provisions of Clause 22.1 shall not apply to information which:

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	(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 COMPANY 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 in order 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.
22.3		The CONTRACTOR shall ensure that the provisions of this Clause 22 are incorporated in any SUBCONTRACT and that the officers, employees and agents of the CONTRACTOR and of the SUBCONTRACTORS comply with the same.
22.4		The CONTRACTOR will not divulge to third parties in any way the results of the WORK performed or provide any information on the results to third parties without the CLIENT's express consent. The CLIENT may attach conditions to such consent. For the purposes of this Clause, "third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship.
22.5		If the CONTRACTOR breaches its duty of confidentiality, the CLIENT may impose a penalty, as laid down in the CONTRACT. Payment of a penalty that is payable immediately does not discharge the CONTRACTOR from its liability for indemnifying any loss caused by the breach.
22.46		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 COMPANY CLIENT without the necessity on the part of the CONTRACTOR to clearly mark as such. In respect of such confidential information, the COMPANY CLIENT shall be entitled to:
	(a)	disclose to and authorise use by the COMPANY GROUP its representatives including temporary hires; 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 authorize 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 COMPANY 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 22.4 shall not only apply to information which vests in the COMPANY CONTRACTOR in accordance with the CONTRACT.

23 CUSTOMS PROCEDURES

23.1	When and where applicable the PARTIES CLIENT and the CONTRACTOR shall each apply to HM Revenue and Customs the relevant customs authority to ensure that all reliefs available for Shipwork End-Use (SEU) and shall also where appropriate apply for Inward-Processing-Relief (IPR), Outward-Processing-Relief (OPR) and Returned-Goods-Relief (RGR) for their respective the import, export and re-import of any of its materials, goods, tools, equipment, and supplies of whatever nature required for the CONTRACT are obtained. .
23.2	The CONTRACTOR undertakes to import, export and re-import any items for the WORK which are subject to customs control in such a way as to enable maximum advantage to be taken of HM Revenue and Customs procedures. The Dutch customs authority.
23.3	The PARTIES shall each develop with governmental authorities, customs procedures for their respective export to the WORKPOINT and re-import from the WORKPOINT of all materials, goods, tools, equipment and supplies to be provided under the CONTRACT.
23.4	The PARTIES shall each respectively be accountable and liable for compliance with customs procedures based on each PARTY being a customs authorised trader and who is in possession (not ownership) of the items subject to customs control at any given time.
23.5	For the purposes of this Clause 23, "WORKPOINT" shall mean an offshore location or vessel from which exploration or exploitation of oil preparatory and / or gas is development activities for a wind farm are carried out and / or production of electricity from a wind farm.
23.6	The CONTRACTOR shall pay and make payment at such times when due and payable, all import/export taxes and duties on materials, goods, tools, equipment and supplies required for the CONTRACT and imported or exported by the CONTRACTOR. The CONTRACTOR will be responsible for ensuring that it holds the necessary import/export licences issued by the relevant authorities prior to the commencement of the WORK.
23.7	Where equipment and materials are sold to the COMPANY CLIENT under the CONTRACT the CONTRACTOR shall:
	(a) prepare and provide to the COMPANY CLIENT full documentation to show and certify all information regarding items subject to customs control, including the origin, customs status and customs commodity code number as may be necessary for the COMPANY CLIENT to minimiseminimize or nullify the effect of customs duty on such items; and
	(b) make available on a confidential basis to HM Revenue and The Dutch Customs Authority all data reasonably necessary to enable the CONTRACTOR to obtain the maximum benefits in terms of reliefs and shall pass all such benefits in full to the COMPANY CLIENT; and
	(c) inform the COMPANY CLIENT without delay in the event that the CONTRACTOR is unsuccessful in any application for reliefs. In such event, the COMPANY CLIENT shall have the option to import or export or re-import any items affected under its own authorised authorized procedure.

24 TERMINATION

24.1	The COMPANYCLIENT 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 COMPANYCLIENT may consider necessary for any or all of the following reasons:
	(a) to suit the convenience of the COMPANYCLIENT; or
	(b) subject only to Clause 24.2 in the event of any default on the part of the CONTRACTOR; or
	(c) in respect of the CONTRACTOR in the event: (ii) an order is made, or a meeting is called to pass a resolution, for the winding up (except for the purposes of amalgamation or reconstruction), administration, appointment of a receiver or similar procedure; (iii) a receiver, administrative receiver, administrator, provisional liquidator, liquidator or similar official is appointed or notice of the proposed appointment of any of the foregoing is given to any party; (iv) a voluntary arrangement or scheme of arrangement is proposed, or negotiations are commenced, or a composition, compromise, assignment or arrangement, is entered into with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); or any equivalent act or thing is done or suffered under any applicable or analogous law in any jurisdiction in the event of the CONTRACTOR becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if and act is done or event occurs which (under applicable laws) has a similar effect to any of the acts or events, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge.
24.2	In the event of default on the part of the CONTRACTOR and before the issue by the COMPANYCLIENT of an order of termination of all or any part of the WORK or the CONTRACT, the COMPANYCLIENT 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 COMPANYCLIENT to remedy such default the COMPANYCLIENT may issue a notice of termination in accordance with the provisions of Clause 24.1.
24.3	If the COMPANYCLIENT gives the CONTRACTOR notice of termination of all or any part of the WORK or the CONTRACT, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon the CONTRACTOR shall immediately:
	(a) cease performance of the WORK or such part thereof as may be specified in the notice;
	(b) allow the COMPANYCLIENT or its nominee full right of access to take over the WORK or the relevant part of the WORK;

	(c)	assign to the <u>COMPANY/CLIENT</u> , or its nominee, to the extent desired by the <u>COMPANY/CLIENT</u> all or the relevant parts of the rights, titles, liabilities and SUBCONTRACTS relating to the WORK which the CONTRACTOR may have acquired or entered into.
		In the event of termination under Clause 24.1(b) or 24.1(c) the <u>COMPANY/CLIENT</u> shall have the right to obtain completion of the WORK or the relevant part of the WORK by other contractors.
24.4		In the event of termination under Clause 24.1(a) the CONTRACTOR shall be entitled to payment as set out in Section III—Remuneration <u>SECTION IV</u> for the part of the WORK performed in accordance with the CONTRACT together with such other payments and fees as may be set out in for those relevant commitments and obligations made by the CONTRACTOR that <u>Section or, in the absence of, cannot be cancelled and the CONTRACTOR shall additionally provide all relevant information to the CLIENT to fully substantiate such provisions</u> commitments and obligations. The CONTRACTOR shall make all reasonable effort to minimize any such commitments and obligations , such reasonable costs as agreed between the PARTIES at the time of termination.
24.5		In the event of termination of part of the WORK in accordance with Clause 24.1(b) the CONTRACTOR shall be entitled to payment only as set out in Section III—Remuneration <u>SECTION IV</u> for the part of the WORK performed in accordance with the CONTRACT. Any additional costs reasonably incurred by the <u>COMPANY/CLIENT</u> as a direct result of such termination shall be recoverable from the CONTRACTOR.
24.6		In the event of termination of all of the WORK or the CONTRACT in accordance with Clause 24.1(b) or Clause 24.1(c) the following conditions shall apply:
	(a)	the CONTRACTOR shall cease to be entitled to receive any money or monies on account of the CONTRACT until the costs of completion and all other costs arising as a result of the CONTRACTOR's default or other events giving rise to the termination have been finally ascertained;
	(b)	thereafter and subject to any deductions that may be made under the provisions of the CONTRACT the CONTRACTOR shall be entitled to payment only as set out in Section III—Remuneration <u>SECTION IV</u> for the part of the WORK completed in accordance with the CONTRACT up to the date of termination; and
	(c)	any additional costs reasonably incurred by the COMPANY as a direct result of <u>CLIENT related to</u> the CONTRACTOR's default or other events giving rise to termination shall be recoverable from the CONTRACTOR.
	(d)	<u>the CONTRACTOR will repay any undue amounts already paid by the CLIENT, plus the statutory interest (as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code) on those amounts from the date on which they were paid. If the CONTRACT is partially dissolved, the CONTRACTOR only has to repay payments relating to the part of the CONTRACT that has been dissolved.</u>
24.7	(a)	In the event of termination of the CONTRACT the rights and obligations of the PARTIES included in the following Sections and Clauses shall remain in full force and effect:
	(i)	Section I— <u>FORM OF AGREEMENT</u>

	(ii)	Section IIII - CONDITIONS OF CONTRACT Clauses 4, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32 and 33.
	(iii)	Such additional Clauses and Special Conditions of Contract (if any) as are set out in Appendix 1 to Section I—Form of Agreement .
	(b)	In the event of termination of all or any part of the WORK, the following will apply:
	(i)	the whole of the CONTRACT shall remain in full force and effect in connection with the performance of the part of the WORK which has not been terminated.
	(ii)	the provisions of Clause 24.7(a) shall apply to confirm the Sections and Clauses which will remain in full force and effect in connection with the part of the WORK which has been terminated.

25 AUDIT AND STORAGE OF DOCUMENTS

25.1	During the course of the WORK and for a period ending two (2) years thereafter, the COMPANYCLIENT 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 COMPANYCLIENT ; 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 COMPANYCLIENT 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.
25.2	The CONTRACTOR shall co-operate fully with the COMPANYCLIENT and/or its representatives in the carrying out of any audit required by the COMPANYCLIENT . The COMPANYCLIENT will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the CONTRACTOR.
25.3	The CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and will cause such rights to extend to the COMPANYCLIENT .
25.4	The PARTIES shall keep all documents and data (howsoever stored) related to this CONTRACT free of charge for a period of six (6) years after the date of completion of the WORK. Once the six-year period has ended the CONTRACTOR will make the material available to the CLIENT or will destroy it free of charge at the latter's request. If the CONTRACTOR does not notify the CLIENT of the end of the period referred to, the retention of the material will be tacitly continued until one of the two PARTIES gives written notice of its discontinuation.

26 LIENS

26.1	The CONTRACTOR shall not claim any lien or attachment on the WORK or on any property (" <u>eigendom</u> ") of the <u>COMPANYCLIENT</u> in the possession of the CONTRACTOR or at the WORKSITE.
26.2	Without prejudice to any other provisions of this Clause 26, the CONTRACTOR shall save, indemnify, defend and hold harmless the <u>COMPANYCLIENT</u> from and against all liens or attachments by any SUBCONTRACTORS in connection with or arising out of the CONTRACT.
26.3	The CONTRACTOR shall immediately notify the <u>COMPANYCLIENT</u> of any possible lien or attachment which may affect the WORK or any part thereof.
26.4	If at any time there is evidence of any lien or attachment to which, if established, the <u>COMPANYCLIENT</u> or its property (" <u>eigendom</u> ") might be subjected, whether made by any persons against the CONTRACTOR or made by any SUBCONTRACTOR against the <u>COMPANYCLIENT</u> , then the <u>COMPANYCLIENT</u> shall have the right to withhold and/or set off or otherwise recover from the CONTRACTOR such sum of money as will fully indemnify the <u>COMPANYCLIENT</u> against any such lien or attachment.
26.5	Before withholding any payment due to the CONTRACTOR in accordance with Clause 26.4, the <u>COMPANYCLIENT</u> shall give to the CONTRACTOR a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the reasonable satisfaction of the <u>COMPANYCLIENT</u> .
26.6	For the purpose of this Clause 26 reference to the <u>COMPANYCLIENT</u> shall include the CO-VENTURERS and its and their AFFILIATES and references to the CONTRACTOR shall include its AFFILIATES.

27 BUSINESS ETHICS

27.1	Both PARTIES shall uphold the highest standards of business ethics in the performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.
27.2	Neither PARTY shall knowingly involve itself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other PARTY.

28 ANTI-BRIBERY AND CORRUPTION

28.1	Each PARTY warrants and represents that in negotiating and concluding the CONTRACT it has complied, and in performing its obligations under the CONTRACT it has complied and shall comply, with all APPLICABLE ANTI-BRIBERY LAWS. The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the CONTRACT either in full or in part.
28.2	The CONTRACTOR warrants that it has an ABC PROGRAMME setting out adequate procedures to comply with APPLICABLE ANTI-BRIBERY LAWS and that it will comply with such ABC PROGRAMME in respect of the CONTRACT. [Deleted]

28.3		In addition and subject to Clause 25, on provision of no less than thirty (30) days' formal notice, the COMPANY or its duly authorised representatives shall have the right to audit, at its own cost, the existence, content and implementation of the CONTRACTOR's ABC PROGRAMME, but such right shall not include access to documents that are legally privileged or were created for the purpose of an on-going internal investigation. [Deleted]
28.4		Where it is legally able to do so, and subject to a request by a COMPETENT AUTHORITY not to notify, each PARTY shall notify the other in writing immediately upon whichever is the earlier of: [Deleted]
	(a)	becoming aware of any investigation or proceedings initiated by a COMPETENT AUTHORITY relating to an alleged breach of APPLICABLE ANTI-BRIBERY LAWS by either PARTY or any member of its GROUP in connection with the CONTRACT; or [Deleted]
	(b)	having a reasonable belief that either PARTY or any member of its GROUP may have breached APPLICABLE ANTI-BRIBERY LAWS in connection with the CONTRACT. [Deleted]
		The affected PARTY shall use reasonable efforts to keep the other PARTY informed as to the progress and findings of such investigation or proceedings, the details of any measures being undertaken by the affected PARTY to respond to the alleged or potential breach and the remedial measures that are being or will be implemented to prevent such conduct in the future. [Deleted]
28.5		[Deleted]
	(a)	Subject to the remaining provisions of this Clause 28.5, if the COMPANY has a reasonable belief that the CONTRACTOR has breached Clause 28.1, the COMPANY may give formal notice of its intention to suspend payments under the CONTRACT to the CONTRACTOR giving the basis of such reasonable belief. If within seven (7) days of receipt of such formal notice the CONTRACTOR neither responds with information reasonably satisfactory to the COMPANY to refute such belief nor commences and continues with action reasonably satisfactory to the COMPANY to remedy such suspected breach of Clause 28.1, the COMPANY may, by the provision of formal notice, suspend with immediate effect any payments due under Section III — Remuneration without liability. [Deleted]
	(b)	The COMPANY shall not be entitled to suspend payment for sums due under Section III — Remuneration for any part of the WORK performed in accordance with the CONTRACT that the CONTRACTOR can reasonably substantiate as not being connected with the suspected breach. [Deleted]
	(c)	In the event of any such suspension, the COMPANY and the CONTRACTOR shall meet at not more than seven (7) day intervals with a view to agreeing an appropriate course of action during the period of suspension. [Deleted]
	(d)	On expiration of the period stated in Appendix 1 to Section I — Form of Agreement, the COMPANY shall, unless otherwise agreed, either: [Deleted]
	(i)	within thirty (30) days make full payment of any sums retained pursuant to this Clause 28.5 which are otherwise due; or [Deleted]

		(ii)	if its reasonable belief remains, within thirty (30) days serve formal notice that the CONTRACT is terminated pursuant to this provision;[Deleted]
28.5			In the event of termination in accordance with Clause 28.5(d)(ii) the following conditions shall apply;[Deleted]
		(a)	subject to the remaining provisions of this Clause 28.6, the CONTRACT is deemed to have been terminated in accordance with Clause 24.1(b), but Clause 24.2 is not applicable;[Deleted]
		(b)	subject to paragraph (c), the CONTRACTOR shall be entitled to payment only as set out in Section III—Remuneration for WORK completed in accordance with the CONTRACT up to the date of termination;[Deleted]
		(c)	the CONTRACTOR shall not be entitled to payment for any sums connected with the possible breach of APPLICABLE ANTI-BRIBERY LAWS (including those retained under Clause 28.5(a));[Deleted]
		(d)	subject to the COMPANY being able to evidence that a breach of Clause 28.1 has occurred, the COMPANY shall be entitled to receive from CONTRACTOR any additional costs reasonably incurred by the COMPANY as a result of a breach by the CONTRACTOR;[Deleted]
		(e)	payment shall be made to the CONTRACTOR within thirty (30) days of the date of termination of the CONTRACT;[Deleted]
		(f)	provided that the COMPANY had a reasonable belief at the time of issuing the termination notice that the CONTRACTOR breached APPLICABLE ANTI-BRIBERY LAWS, the COMPANY shall not be in breach of the CONTRACT in issuing a termination notice even if it transpires that the CONTRACTOR is not in breach of APPLICABLE ANTI-BRIBERY LAWS; and[Deleted]
		(g)	notwithstanding any other provision of the CONTRACT, if at a subsequent date it is determined or agreed that the CONTRACTOR did not breach Clause 28.1, the CONTRACTOR shall be entitled to payment for all sums retained under Clause 28.6(c) (including those retained under Clause 28.5(a));[Deleted]
29 GENERAL LEGAL PROVISIONS			
29.1	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.		
29.2	Retention of Rights		
	Subject to the provisions of Clauses 19 and 30, unless otherwise specifically stated in the CONTRACT, both PARTIES shall retain all rights and remedies, both under the CONTRACT and at law, which either may have against the other.		
	The CONTRACTOR shall not be relieved from any liability or obligation under the CONTRACT by any review, approval, authorisation, acknowledgement or the like, by the COMPANY/CLIENT.		
29.3	CONTRACTOR'S AFFILIATES		

	Any limitation of liability given by the COMPANYCLIENT to the CONTRACTOR under the CONTRACT shall include the AFFILIATES of the CONTRACTOR.
29.4	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 COMPANYCLIENT .
29.5	Proper Law and Language
	The CONTRACT, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter, shall be governed and construed in accordance with English-Law of The Netherlands and, subject to the provisions of Clause 31, shall be subject to the exclusive jurisdiction of the English CourtsDutch Civil Court in the Hague .
	The ruling language of the CONTRACT shall be the English Language.
29.6	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 specified in Appendix 1 to Section I—Form of Agreement 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 time of delivery;
	(b) if sent by fax, on the first working day at the recipient address following the date of sending;
	(c) if sent by first-class -post, forty eight (48) hours after the time of posting.
	(d) -For the avoidance of doubt unless otherwise agreed between the parties email is not considered to be an agreed form of notification
	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.
29.7	Status of COMPANYDeleted-not used
	The COMPANY enters into the CONTRACT for itself and as agent for and on behalf of the other CO-VENTURERS. Without prejudice to the provisions of Clause 32 and notwithstanding the above:[Deleted]
	(a) the CONTRACTOR agrees to look only to the COMPANY for the due performance of the CONTRACT and nothing contained in the CONTRACT will impose any liability upon, or entitle the CONTRACTOR to commence any proceedings against any CO-VENTURER other than the COMPANY; and[Deleted]
	(b) the COMPANY is entitled to enforce the CONTRACT on behalf of all CO-VENTURERS as well as for itself. For that purpose the COMPANY may commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any claim which any CO-VENTURER may have against the CONTRACTOR; and[Deleted]

	(c)	All losses, damages, costs (including legal costs) and expenses recoverable by the COMPANY pursuant to the CONTRACT or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the COMPANY's CO-VENTURERS and its and their respective AFFILIATES except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to either PARTY under the CONTRACT. For the avoidance of doubt any and all limitations of the CONTRACTOR's liability set out in the CONTRACT shall represent the aggregate cumulative limitation of the liability of the CONTRACTOR to the COMPANY, its CO-VENTURERS and its and their respective AFFILIATES.[Deleted]
29.8	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.	
29.9	Mitigation of Loss	
	Both PARTIES shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other PARTY.	
29.10	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.	
30 LIMITATIONS OF LIABILITY		
30.1	Limitations of Liability	
	(a)	Limitation of Liability before the date of completion of the WORK
		Subject to the CONTRACTOR having used all reasonable endeavours to complete the WORK and to comply with its obligations under the CONTRACT, the CONTRACTOR's total cumulative liability <u>per event</u> to the <u>COMPANYCLIENT</u> , including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24 arising out of or related to the performance of the CONTRACT shall be limited to the sum specified in <u>Appendix 1 to</u> Section I —Form of— Agreement, <u>which shall be at least one time the CONTRACT PRICE</u> , or in absence of such sum, three <u>times</u> the CONTRACT PRICE.
	(b)	Limitation of Liability after the date of completion of the WORK
		After the date of completion of the WORK, the CONTRACTOR's total cumulative liability to the <u>COMPANYCLIENT</u> arising out of or related to the performance of the CONTRACT shall be limited <u>per event</u> to the sum

		specified in Appendix 1 to Section I — Form of Agreement or in the absence of such sum three times the CONTRACT PRICE.
		Provided, however, that the above limitations under Clause 30.1(a) and Clause 30.1(b) shall not apply to any liabilities assumed by the CONTRACTOR under Clauses 15, 17, 20, 23 and 26, or to any indemnity given by the CONTRACTOR under Clause 19 the CONTRACT and the limitation under Clause 30.1(b) shall not apply to any costs arising from any cause of action of the COMPANY CLIENT notified to the CONTRACTOR before the date of completion of the WORK.
		The limitation of liability referred to above will not apply:
	(a)	in the event of third-party claims for compensation in respect of death or personal injury;
	(b)	in the event of criminal intent or gross negligence on the part of the CONTRACTOR or the CONTRACTOR's personnel;
	(c)	in the event of a breach of intellectual property rights.
30.2		Limitation Period
		The CONTRACTOR's liability under the CONTRACT shall cease at the end of the period described in Appendix 1 to Section I — Form of Agreement , provided, however, that the provisions of this Clause 30.2 shall not apply to any liabilities assumed by the CONTRACTOR under Clauses 15, 17, 20, 23 and 26, or to any indemnity given by the CONTRACTOR under Clause 19 the CONTRACT.
30.3		Extent of exclusion or limitation of liability
		Any exclusion or limitation of liability under the CONTRACT shall exclude or limit such liability not only in contract but also in tort or otherwise at law.
30.4		Precedence [Deleted]
		Subject to the provisions of Clause 21, this Clause 30 shall apply notwithstanding any provisions to the contrary elsewhere in the CONTRACT.
31 RESOLUTION OF DISPUTES		
31.1		Any dispute between the PARTIES in connection with or arising out of the CONTRACT or the WORK shall be resolved by means of the following procedure:
	(a)	the dispute shall initially be referred, by means of a formal notice containing the information set out in Clause 31.5 and served in accordance with Clause 29.6, to the COMPANY CLIENT REPRESENTATIVE and CONTRACTOR REPRESENTATIVE who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement;
	(b)	if no agreement is reached under Clause 31.1(a) above within forty (40) days of the service of such formal notice, the dispute shall be referred to the two (2) persons named in Appendix 1 to Section I — Form of Agreement . Such persons are nominated one (1) by the COMPANY CLIENT and one (1) by the CONTRACTOR. Such persons may be replaced by the PARTY which nominated them by notice to the other PARTY;
	(c)	if no agreement is reached under Clause 31.1(b) above within twenty (20) days of expiry of the period referred to in Clause 31.1(b) (that is, within sixty (60) days of the service of the formal notice referred to in at Clause

		31.1(a)), the dispute shall be referred to an appropriate Senior Executive of each of the PARTIES who shall meet to discuss the matter in dispute within twenty (20) days of expiry of the period referred to in this Clause 31.1(c) (that is, within eighty (80) days of the service of the formal notice referred to at in Clause 31.1(a)).
31.2		If no agreement is reached within twenty (20) days of expiry of the period referred to in Clause 31.1(c) (that is, within eighty (80) days of the service of the formal notice referred to at Clause 31.1(a)), the PARTIES may attempt to settle the dispute by a form of Alternative Dispute Resolution to be agreed between the PARTIES.
31.3		In the absence of any agreement being reached on a particular dispute within twenty (20) days of expiry of the period referred to in Clause 31.1(c) (that is, within eighty (80) days of the service of the formal notice referred to at Clause 31.1(a)), either PARTY may, subject to Clause 31.4, take appropriate action in the Courts to resolve the dispute at any time.
31.4		It shall be a condition precedent to the referral of a dispute to the Courts under Clause 31.3 that the PARTY which intends to commence proceedings in relation to the dispute has used its reasonable endeavours to follow and complete the procedures set out in Clauses 31.1(a), (b) and (c).
31.5		Where any claim or counter claim in connection with or arising out of the CONTRACT is made, the PARTY making the claim or counter claim shall ensure that such claim or counter claim contains, without limitation, the following information:
	(a)	a clear summary of the facts on which the claim or counter claim is based; and
	(b)	the basis on which the claim or counter claim is made, including the principal contractual terms and/or statutory terms relied on; and
	(c)	the nature of the relief claimed; and
	(d)	where a claim or counter claim has been made previously and rejected by the other PARTY, and the PARTY making the claim or counter claim is able to identify the reason(s) for such rejection, the grounds of belief as to why the claim or counter claim was wrongly rejected.
31.6		Whilst any matter or matters are in dispute, the CONTRACTOR shall proceed with the execution and completion of the WORK and both PARTIES shall comply with all the provisions of the CONTRACT.
32 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT		
32.1		Subject to Clause 32.3, the PARTIES intend that no provision of the CONTRACT shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a PARTY to the CONTRACT.
32.2		For the purposes of this Clause 32, "Third Party" means shall mean any member of the COMPANY GROUP CLIENT (other than the COMPANY CLIENT , its representatives or its temporary hires) or CONTRACTOR GROUP (other than the CONTRACTOR).
32.3		Subject to the remaining provisions of the CONTRACT,

	(a)	Clause 17.7, Clause 17.8, Clause 19, Clause 20 and Clause 21 are intended to be enforceable by a Third Party; and
	(b)	Clause 29.3 is intended to be enforceable by the AFFILIATES of the CONTRACTOR, by virtue of the ActLaw of The Netherlands .
32.4		Notwithstanding Clause 32.3, the CONTRACT may be rescinded, amended or varied by the PARTIES to the CONTRACT without notice to or the consent of any Third Party even if, as a result that Third Party's right to enforce a term of this CONTRACT may be varied or extinguished.
32.5		The rights of any Third Party under Clause 32.3 shall be subject to the following:-
	(a)	any claim, or reliance on any term of the CONTRACT by a Third Party shall be notified in writing in accordance with the requirements of Clause 19.6 and Clause 29.6 by such Third Party as soon as such Third Party becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum:
	(i)	details of the occurrence giving rise to the claim; and
	(ii)	the right relied upon by the Third Party under the CONTRACT;
	(b)	the provisions of Clause 31 shall apply in respect of any claim by a Third Party in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Clause 31; and
	(c)	the Third Party's written agreement to submit irrevocably to the jurisdiction of the English Courtscompetent Court of The Hague in respect of all matters relating to such rights.
32.6		In enforcing any right to which it is entitled by virtue of the ActLaw of The Netherlands and the provisions of this CONTRACT, the remedies of a Third Party shall be limited to damages.
32.7		A Third Party shall not be entitled to assign any benefit or right conferred on it under this CONTRACT by virtue of the ActLaw of The Netherlands .
33 HEALTH, SAFETY AND ENVIRONMENT		
33.1		The COMPANYCLIENT places prime importance on health, safety and environment (hereinafter "HS&E") issues and requires that the CONTRACTOR GROUP subscribes to and actively pursues the highest standards of HS&E performance.
33.2		The CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the WORK and shall keep strictly to the provisions of Section V—Health, Safety and Environment.VI . The CONTRACTOR shall collaborate with the COMPANYCLIENT in establishing HS&E interface arrangements and the production of a HS&E interface document.
33.3		Failure to meet the requirements of Section V—Health, Safety and EnvironmentVI or to satisfy the COMPANY'sCLIENT's reasonable requirements with regard to the control of HS&E risks in any material respect will be regarded as due cause for the COMPANYCLIENT giving notice to terminate all of any part of the WORK or the CONTRACT in accordance with Clause 24.1(b).

33.4	The CONTRACTOR shall co-operate with the COMPANY CLIENT in providing an appropriate response to any emergency occurring at the WORKSITE and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.
34 INDUSTRY MUTUAL HOLD HARMLESS	
34.13 3.5	For the purposes of this Clause 34: The CONTRACTOR shall immediately inform the CLIENT of any risk of, or occurrence of an HSE incident.
	(a)
34 WRECKS	
	(i) –all contractors which provide helicopters in connection with the provision of air logistics services, such persons being prohibited from being signatories from the IMHH Deed; and certain contractors which provide mobile drilling units in connection with the provision of drilling services and which are not signatories of the IMHH Deed;The CONTRACTOR shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the WORK or the property, equipment, vessels or any part thereof provided by the CONTRACTOR GROUP in relation to the CONTRACT when such marking or lighting of is required by law or government authority, or where such wreck or debris is interfering with CLIENT operations, or is a hazard to fishing or navigation.
	(e)
35 CLIENT APPROVAL	
34.2	The COMPANY confirms its intention that:
	(a) Companies (other than Known Non-Signatories) with which it contracts Relevant Services are signatories to the IMHH Deed; and
	subcontractors (other than Known Non-Signatories), which perform Relevant Services, of those companies referred to in Clause 34.2(a), are signatories of the IMHH Deed.The CLIENT approval, acceptance, expression of satisfaction in respect of any CONTRACTOR drawings, specifications, plans, designs, work methods, procedures, certification, resource hours or any other document or item of equipment or the safety of any of these, whether or not under any provision of the CONTRACT or whether it refers to legal or statutory obligations in addition to or outside the CONTRACT shall not remove any of the CONTRACTOR'S responsibilities or liabilities under this CONTRACT. Such CLIENT approval, acceptance or expression of satisfaction, whether written or oral under any part of the CONTRACT shall not cause the CLIENT to assume any responsibility or liability in regard the subject matter of such approval, acceptance or expression of satisfaction. In regard to all aspects of the WORK to be provided hereunder, the CLIENT shall rely totally upon the expertise of the CONTRACTOR. The CLIENT'S OFFSHORE REPRESENTATIVES will have the adequate qualifications to fully execute their role as delegated by the CLIENT, including the ability to

		confirm that the CONTRACTOR has followed the procedures as outlined in the plans specified in Sections V to VII.
36 DISCREPANCIES		
34.3		The CONTRACTOR If the CONTRACTOR discovers any discrepancy, ambiguity or contradiction between various parts of the CONTRACT, or any error or omissions, it shall immediately inform the CLIENT REPRESENTATIVE in after which a mutual agreeable solution between CLIENT and CONTRACTOR shall be decided by the PARTIES. Any WORK knowingly performed after such discovery, until authorised in writing by the CLIENT, shall be at the CONTRACTOR'S sole risk and expense.
37 AMENDMENT TO THE CONTRACT		
		No Amendment to the CONTRACT shall take effect unless and until executed in writing and signed by both PARTIES.
38 DUTCH STATUTORY REQUIREMENTS		
		Confirms that it is a signatory of the IMHH Deed and will remain so for the duration of the CONTRACT; and The CONTRACTOR represents that it is fully experienced and knowledgeable about applicable Dutch statutory requirements during the term of the CONTRACT and will keep itself informed of their requirements and those of their successors relating to offshore geophysical and geotechnical surveys and the use of survey vessels.
39 FIELD DATA		
39.1		All FIELD DATA obtained by the CONTRACTOR as set out in this CONTRACT shall become the property of the CLIENT as from the time that any of the FIELD DATA is obtained. On completion of the WORK, the FIELD DATA shall be delivered to the address designated by the CLIENT, or shall be processed by the CONTRACTOR if mutually agreed between the parties.
39.2		The CONTRACTOR shall be responsible for any damage to or loss of the FIELD DATA until such time as such FIELD DATA are delivered to the address designated by the CLIENT. In the event of any such damage or loss, the CONTRACTOR, at the CLIENT's option shall:
	(a)	either re-perform, at the CONTRACTOR'S own expense, that portion of the WORK sufficient to re-acquire or replace the damaged or lost FIELD DATA. Prior thereto, the parties shall consult and prepare a schedule of the re-performance required; or
	(b)	reimburse the CLIENT for the cost of obtaining similar FIELD DATA from a third party. Such cost referred to herein shall be limited to the cumulative value of the original CONTRACT.
	(bc)	Shall, subject to Clause 34.4, ensure that all Relevant SUBCONTRACTORS are signatories to the IMHH Deed. For the avoidance of doubt, the provisions of this Clause 39 shall apply to the damaged or lost FIELD DATA

		irrespective of whether the FIELD DATA has been damaged or lost offshore, onshore or in transit, or before or after any laboratory testing as required by this CONTRACT.
		40 FAILURE OF CONTRACTORS EQUIPMENT
34.4		Without prejudice to its obligations pursuant to Clause 8.2, the CONTRACTOR shall notify the COMPANY in writing if any Relevant SUBCONTRACTOR is not a signatory to the IMHH Deed prior to the CONTRACTOR entering into a SUBCONTRACT with such Relevant SUBCONTRACTOR. To the extent that the CONTRACTOR has notified the COMPANY that a Relevant SUBCONTRACTOR is not a signatory to the IMHH Deed in accordance with this Clause 34.3, the CONTRACTOR shall not be obliged to ensure that such Relevant SUBCONTRACTOR is a signatory to the IMHH Deed in accordance with 34.3(b). In the event that any item of the CONTRACTOR'S equipment, whether owned, leased or hired suffers a failure that prevents offshore operations continuing the CONTRACTOR shall go on standby, unless otherwise agreed with the CLIENT, until such time that the said equipment is repaired or replaced and operations can be re-commenced, subject to Clause 42. Any such standby shall be at the cost of the CONTRACTOR and CONTRACTOR is not entitled to any adjustments to the schedule of KEY DATES. Failure of equipment shall not be treated as a Force Majeure.
		41 WEATHER FORECASTING
		The CONTRACTOR shall obtain and provide the CLIENT every 6 hours with all necessary weather forecasting data from an agreed upon Meteorology Agency to help ensure the completion of the WORK in a safe manner and in accordance with the CONTRACT.
		42 LIQUIDATED DAMAGES
	(a)	If the CONTRACTOR fails to complete in accordance with the dates marked by * in the schedule of KEY DATES in Chapter 3 of Annex [6] – Section IV (Scope of Work) and in compliance with the requirements of the CONTRACT, the CONTRACTOR shall be liable to the CLIENT for Liquidated Damages. The amounts of such Liquidated Damages shall be 0.2% of the CONTRACT PRICE for each day that it fails to perform the WORK as agreed. For clarity, Liquidated Damages shall apply to all dates marked by * individually. It is the responsibility of the CONTRACTOR to minimize knock-on effects of each delay.
		If, other than through Force Majeure, the CONTRACTOR is permanently unable to perform the WORK as agreed or it is foreseeable that CONTRACTOR will not be able to achieve the COMPLETION DATE within the relevant dates mentioned in in Clause 42 (a), then the Liquidated Damages will be immediately payable in full taking into account the cap -specified in Clause 42 (e) and CLIENT shall be entitled to terminate the CONTRACT under Clause 24.1(b).
	(b)	The Liquidated Damages will be payable to the CLIENT, without prejudice to all other rights and claims, including:

		(i)	the right to demand that the WORK be performed as agreed;
		(ii)	the right to be compensated for damages (iii) the right to terminate the Contract.
		(c)	All amounts of such Liquidated Damages for which the CONTRACTOR may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the CLIENT in the event that the CONTRACTOR fails in its respective obligations under the CONTRACT.
		(d)	The Liquidated Damages will be set off against amounts payable by the CLIENT regardless of whether the claim for payment of such amounts has been transferred to a third party.
		(e)	For the avoidance of doubt, the Liquidated Damages liability shall not exceed fifteen per cent (10%) of the CONTRACT PRICE in aggregate.
43 SALVAGE			
		(a)	All salvage monies earned by any watercraft or marine vessel utilized in performance of the WORK shall be divided equally between the CONTRACTOR and the CLIENT, after deducting the Master and crew's share, legal expenses, hire of watercraft or vessel during the time lost due to salvage operations, value of fuel oil consumed, repair to damage incurred, if any, and any other extraordinary loss or expense sustained as a result of the salvage operations. No salvage shall be undertaken without the CLIENT's prior permission, except in the case where, it is alleged, life is in danger. From the time of the watercraft or vessel leaves port or commences to deviate for the purposes of engaging in salvage operations, any compensation otherwise payable by the CLIENT until the vessel is again in every way ready to resume the WORK, at the position at which the off-hire period commenced.
		(b)	No salvage claim may be made by the CONTRACTOR with respect to equipment owned by, leased, hired or borrowed by, or under the control of the CLIENT.
44 GROUND RISK			
			[Deleted]The CONTRACTOR shall take all ground risk in case a jack-up vessel is used for carrying out the soil investigations and such vessel is unable to jack up at the intended borehole or CPT position. In such an event where the jack-up vessel has to abandon a borehole or CPT location and re-position at an alternative position, such alternative location being agreed with the CLIENT OFFSHORE REPRESENTATIVE, then such re-positioning shall be deemed to be included in the CONTRACT PRICE.