ICR GENERAL TERMS AND CONDITIONS OF PURCHASE

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Signature		**Signature**		**Signature**	

REVISION CONTROL

Revision	**Description of Change**	**Date**
00	New ICR BMS Document – based on legacy ICR document	22/08/2017
01	Updated signatories and terms	17/04/2023
02	Update to signatories, terms, registered addresses, and international application to apply to all entities.	16/05/2025
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ICR GENERAL TERMS AND CONDITIONS OF PURCHASE

1.0 DEFINITIONS

1.1 “Affiliate” means with respect to the Parties, all other persons or entities directly or indirectly, controlling, controlled by, or under the common control of that Party.

1.2 “Claim” means any cost, claim, cause of action, dispute, demand, proceedings, loss, damage, expense (including without limitation any legal costs) penalty or fine.

1.3 "Contract” means these Terms and Conditions together with the Order issued by ICR.

1.4 “Effective Date” means the date on which this Contract comes into existence in accordance with Clause 2.2, unless a different date is stated in the Order.

1.5 “Goods” shall mean all components and materials to be incorporated therein or ancillary thereto and all articles, materials, supplies, drawings, data, documentation specified or required and all design carried out as part of the Order and all property rights in such design and all services including delivery, installation, testing and commissioning as required by ICR.

1.6 “ICR” shall mean ICR Integrity Limited, a company incorporated and registered in England and Wales with company number 07602331, and having its registered office at 78 Cannon Street, C/O CMS Cameron McKenna Nabarro Olswang, London, England, EC4N 6AF, or such ICR Affiliate as is named in the Order / Quotation and Order Acknowledgement, in which case references to ICR shall be to that Affiliate.

1.7 “Intellectual Property Rights” means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

1.8 “Order” shall mean the order, of which these Terms and Conditions are attached, and any other written material specifically incorporated by ICR.

1.9 “Party” means ICR or Seller as the context requires, and “Parties” means both.

1.10 “Seller” shall mean the person, firm or company to whom the Order is addressed, together with their Affiliates.

1.11 “Services” shall mean the services to be provided under the Order all as more fully set out therein.

1.12 Words importing the singular shall include the plural, and words importing a particular gender include all genders and vice versa.

1.13 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

2.0 GENERAL

2.1 The Order is subject to the Terms and Conditions set out herein. Any Terms and Conditions set out in any order acknowledgement, invoice or any other Seller issued document are of no force and effect.

2.2 The Order shall be deemed to have been accepted on the earliest of:

(a) Seller issuing written acceptance of the Order; or

(b) any act by Seller consistent with fulfilling the Order; or

(c) the expiry of three (3) working days following receipt of the Order where Seller has not notified ICR of Seller rejection of the Order. at which point and on which date this Contract shall come into existence.

2.3 Affiliates of ICR shall be entitled to perform the obligations of ICR under this Contract. The Order may also name an ICR local Affiliate as the representative to perform obligations under the Contract (as determined at ICR’s sole discretion). Such ICR Affiliates include, but are not limited to:

a) ICR Integrity Norge A/S, a company registered in Norway with company number 981696298, having its registered address at Moseidveien 1, Forus, 4033 Stavanger, Norway, for Seller’s

delivering Goods or performing Services within the region of Norway, Scandinavia, and Europe.

b) ICR USA LLC, a company registered in the state of Delaware having its registered address at 5750 N. Sam Houston Pkwy E, Suite 708, Houston, Texas TX 77032 for Seller's delivering Goods or performing Services within the regions of United States of America, Central America and South America.

c) ICR Integrity Limited – Abu Dhabi, a foreign branch of ICR, with commercial licence number CN-252330, with offices at Fotouh Al Khair Centre, Tower No. 3, 0 Floor, Sheikh Rasheed Bin Saeed St., Abu Dhabi, PO Box 44183, for Seller's delivering Goods or performing Services within the region of the Middle East.

d) Walker Technical Resources Limited, a company registered in Scotland with company number SC140062, having its registered address at First Floor North, The Hub, Exploration Drive, Aberdeen Energy Park, Bridge of Don, Aberdeen, Scotland, AB23 8GX.

3.0 INVALIDITY & SEVERABILITY

3.1 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 and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

4.0 SERVICES TO BE PERFORMED

4.1 Seller shall, with due care and diligence and to the standard expected of a fully competent and experienced provider of services that are similar or equivalent to the Services, execute and complete the Services as stipulated within this Contract.

4.2 The Services shall be performed by suitably qualified and competent personnel and all equipment and tools required for the performance of the Services shall be provided and at all times be maintained in first class operating condition by Seller. ICR reserves the right to require the replacement of any such personnel, equipment or tools that do not comply with the foregoing provisions at Seller's cost.

5.0 ENTIRE AGREEMENT

5.1 Subject to Clause 5.2(a) below, this Contract, together with any applicable special Terms and Conditions as agreed between the Parties, constitutes the entire agreement and shall supersede any previous agreement or understanding and may not be varied except in writing, as agreed from time to time between the Parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

5.2 Unless:

a) a pre-existing agreement between the Parties is referenced in the Order, in which case that agreement shall apply; or

b) the Seller notifies ICR in writing within three (3) working days of receipt of the Order that it does not accept these Terms and Conditions, in which case no Contract shall be formed until terms are agreed in writing by both Parties, all Goods and/or Services shall be furnished solely on these Terms and Conditions. Any terms and conditions contained in or referred to in the Seller's purchase order, acceptance, work or service orders, delivery tickets or other documents are excluded and shall not be binding on ICR.

All Goods and/or Services shall be furnished by the Seller solely based on these Terms and Conditions, notwithstanding different or additional terms and conditions contained on any of Seller forms, which are hereby objected to, and which shall not be binding on ICR. In the event of a conflict between these Terms and Conditions and the provisions of any of Seller's printed or other prepared forms, the provisions of these Terms and Conditions shall prevail.

5.3 These Terms and Conditions shall not be altered, changed or modified, except as specifically provided herein or by the written agreement of Seller and ICR.

6.0 SELLER'S GENERAL OBLIGATIONS

6.1 Seller shall provide all management, supervision, personnel, materials, equipment, 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 inferred from the Order.

6.2 Should any Services be required which are not, either directly or indirectly stated as Seller's responsibility in the Order but which are necessary for the proper performance of the Order by Seller, Seller shall perform such Services without any claim for additional time and/or cost compensation.

6.3 Seller shall carry out all of its obligations under the Order and shall deliver the Goods with all due care and diligence and with the skill to be expected by a reputable seller experienced in the types of work to be carried out under the Contract. The Goods shall be fit for the purposes specified in the Order or, where no such purpose is specified, fit for their ordinary purpose.

6.4 In case of conflict between applicable technical specifications, drawings, codes and standards, the most stringent requirements shall apply, and it shall be the responsibility of Seller to identify any deficiencies, omissions, contradictions, ambiguities or conflicts between or within the Order, and the applicable codes, regulations and standards, and to notify ICR of such deficiencies, omissions, contradictions, ambiguities or conflicts in writing within fifteen (15) days of the Effective Date.

6.5 Seller shall have an obligation to mitigate costs and changes to delivery dates arising from deficiencies, omissions, contradictions, ambiguities, or conflicts between or within the Order, applicable codes, regulations and standards, whether notified to ICR or otherwise. Seller shall not be entitled to claim an adjustment to the Order price and/or the delivery dates unless, in ICR's opinion, the deficiencies, omissions, contradictions, ambiguities or conflicts cannot be expected to have been identified by an experienced seller within the time period stated in Clause 6.4 above.

6.6 Seller shall be deemed to have made investigations of its own as are necessary to satisfy itself concerning:

(a) use of the Goods;

(b) applicable law, general local conditions, etc. which may affect any aspect of Seller's operations in carrying out Services and/or the Delivery of the Goods; and

(c) environmental parameters under which the Goods may be stored and/or operated.

6.7 Status of Seller

(a) Seller shall manage, control and direct the Services as an independent Seller and perform all obligations and duties under the Order at its own cost, risk and responsibility, in due compliance with the provisions of the Order.

(b) Seller shall remain solely responsible and liable for compliance with the Order by all the subcontractors and Seller's obligations under the Order shall not be affected in any way due to any sub-contracting.

(c) Seller shall not, without written consent of ICR partly or wholly assign the Order or in any way sub-contract for the supply of any major component of the Goods (other than sub-orders for materials, minor parts) or for any part of the Goods of which the manufacturers are named in the Order. Assignment includes the granting of any mortgage, charge, pledge or otherwise of the Goods. No assignment or sub-contract shall relieve Seller from any of its obligations under the Order. Seller shall on request at any time, supply ICR with full details of all its assignees and subcontractors and suppliers relative to the Order.

6.8 Seller shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by it, whether such drawings and particulars have been received by ICR or not, provided that such discrepancies, errors or omissions are not due to uncorrected, inaccurate information or particulars furnished in writing to Seller by ICR which Seller could not reasonably have been expected to discover. Should Seller find any discrepancies, ambiguities or contradictions between various parts of the Order or subsequent amendments, or any errors or omissions, it shall inform ICR in writing as soon as reasonably possible and in any event within fourteen (14) days of discovery of such discrepancies, errors or omissions. Any Services performed by Seller after such discovery shall be at Seller's own risk and expense.

6.9 Seller shall provide such documentation as requested in the Order and charges for which are deemed to be included in the Price specified in the Order, unless specifically mentioned to the contrary. Notwithstanding anything expressed elsewhere payment shall not become due until all documentation has been delivered to ICR.

6.10 It is Seller's responsibility to provide suitable protection and packing for the Goods to ensure arrival at destination in satisfactory condition.

7.0 DELIVERY OF GOODS

7.1 Seller shall deliver the Goods strictly in accordance with the delivery dates set out in the Order to the location set out in the Order during ICR's normal hours of business on a business day, or as otherwise instructed by ICR. Seller acknowledges and confirms that compliance with the delivery dates stated in the Order is an essential obligation of Seller under this Contract.

7.2 Seller shall inform ICR in writing of any actual or anticipated delay to the delivery dates referred to in Clause 7.1 above. Seller shall promptly submit for approval its proposal to ICR indicating the remedial measures Seller shall take to minimise or mitigate the delay in order to maintain the said delivery dates.

7.3 Should Seller fail to take the aforesaid remedial measures or should ICR not approve of the remedial measure, ICR reserves the right to require Seller, at Seller's expense, to implement such remedial measures as ICR deems necessary, at no extra cost to ICR.

7.4 In the event that Seller's performance is such that it will cause a substantial delay in the delivery dates that cannot be recovered despite Seller having implemented remedial measures in accordance with Clauses 7.2 and 7.3, Seller shall, if instructed by ICR, hand over the Services to ICR to complete the Services or have them completed by others at Seller's cost without prejudice to any other rights or remedies ICR may have under this Contract or under applicable law. The provisions of Clause 11 shall be applicable under such event.

7.5 In case of delivery of incorrect or defective Goods, such Goods may be returned by ICR to Seller at the Seller's risk and expense. In case of delivery of excess quantity of the Goods, such excess Goods may be returned by ICR to Seller at the Seller's risk and expense. Any shortage in delivery of the Goods shall be rectified by Seller at its cost within five (5) business days following delivery of the Goods. In circumstances where Seller fails to rectify the shortages within five (5) business days, Seller shall be in material default of its obligations under the Order and the provisions of Clause 11 shall apply.

7.6 In the event late delivery or performance otherwise causes ICR to incur liability from its customers, including but not limited to liquidated damages for delay, the Seller shall indemnify ICR for such liability. The Seller acknowledges that these liabilities may be contractual liquidated damages agreed between ICR and its customers, and agrees to be bound by such terms to the extent the delay is attributable to Seller's late performance, late delivery or other breach.

8.0 CHANGES – CANCELLATIONS

8.1 No deviation from the specifications and other conditions contained in the Order is permitted without ICR's prior written agreement. ICR may at any time by written notice to Seller (i) make any change to the Order, including a change in quantity, specification or drawing, or (ii) cancel the Order as to all or any portion of the Goods not transported. Any adjustment to prices and/or delivery resulting from the change or cancellation shall, where possible, be agreed in writing before or at the time the change or cancellation is instituted. Any such price adjustment may include reasonable direct costs incurred by Seller. Such adjustment in price or delivery must in any event be agreed between ICR and Seller within fourteen (14) days from date of ICR's written notice, unless otherwise agreed. Any adjustment or any change or cancellation, as applicable, will be confirmed by amendment in writing to the Order. No cancellation shall relieve ICR or Seller of any of its obligations as to any Goods already delivered.

9.0 PRICE

9.1 The Price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by ICR shall be exclusive of value added tax but inclusive of all other charges, taxes, levies or duties in relation to Seller's obligations under the Contract, at law or otherwise.

9.2 Save as otherwise agreed in writing by ICR, no variation in the price or additional charges shall be accepted by ICR.

10.0 PAYMENT

10.1 For the performance and completion of the Goods and/or Services, ICR shall pay or cause to be paid to Seller the amounts provided in the Order save where Seller has failed to perform its obligations under this Contract or where Seller's invoice contains a material error.

10.2 Without prejudice to any other right or remedy, ICR reserves the right to (i) set off any amount owing at any time from Seller to ICR against any amount payable by ICR to Seller under the Contract and

(ii) withhold from any money payable by ICR to Seller under the Order any amount the subject of a dispute, pending its resolution.

10.3 Correctly prepared and supported invoices shall be paid by ICR within sixty (60) days of receipt thereof. Where any taxable supply for VAT purposes is made under the Contract by Seller to ICR, ICR shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

10.4 Neither the presentation of an invoice nor the payment thereof shall constitute acceptance of the Goods and/or Services by ICR or a settlement of a dispute or otherwise waive or affect the rights of ICR.

10.5 Notwithstanding the foregoing, ICR reserves the right to propose alternative payment terms which shall be referenced in the relevant Order.

11.0 SELLER'S DEFAULT

11.1 Time is of the essence for the Contract and failure of Seller to complete delivery of any of the Goods and/or perform the Services within agreed times for delivery shall be deemed a material default.

11.2 Notwithstanding Clause 8, ICR shall be entitled to cancel the Order in whole or in part without liability for payment if:

a) at any time on request, Seller fails to give assurance of due performance satisfactory to ICR; or

b) any of the Goods do not comply with the specification set out in the Order or are in some way deficient or defective and Seller fails to rectify the deficiency or defect within seven (7) days of receiving notice of the same from ICR; or

c) Seller makes any composition or arrangement with its creditors, becomes insolvent, commits an act of bankruptcy, has a receiver appointed or enters into liquidation; or

d) a Force Majeure event has occurred and has continued or is reasonably expected by ICR to continue for a period of fourteen (14) days.

11.3 In the event ICR cancels the Order in accordance with either Clause 11.2(a) or (b), ICR may procure goods and/or services similar to the Goods and/or Services affected by the cancellation elsewhere and Seller shall pay to ICR the difference between the amount paid by ICR for the goods and/or services procured elsewhere, and the amount which would otherwise have been due from ICR to Seller for the cancelled Goods and/or Services. Furthermore ICR shall have the right to remove any uncompleted Goods from Seller's premises and have them completed elsewhere. Additional costs incurred by ICR, including those of packing, transport and loading shall be the responsibility of the Seller.

11.4 In the event of cancellation where ICR has made any milestone or progress payments to Seller for Goods and/or Services, Seller shall pay to ICR an amount equal to the total of such milestone or progress payment.

12.0 VARIATIONS

12.1 Seller shall only make such variations to the Services whether by way of addition, modification or adaptation as confirmed in writing by ICR.

12.2 The value if any of such variations shall be made by reference to the rate and/or prices specified in the Order.

13.0 ASSIGNMENT AND SUBCONTRACTING

13.1 Seller shall not, without prior written consent of ICR, assign this Contract or sub-contract the performance of any part of the delivery of the Goods and/or Services and any authorised assignment or subcontracting shall not relieve Seller from any of its responsibilities or obligations to ICR under this Contract.

13.2 All applicable terms and conditions of this Contract shall be imposed in all subcontracts entered into by Seller.

13.3 ICR may assign its rights and obligations under this Contract or sub-contract at any time by providing notice to Seller. For the avoidance of doubt, such assignment can be made without Seller consent.

14.0 CONFIDENTIAL INFORMATION

14.1 The information contained in the documents provided by ICR in connection with this Contract, including the Order and these terms and conditions is confidential and may not be disclosed to others or used by Seller for any other purpose than the performance of this Contract, without the prior written consent of ICR. No news release or advertisement of any kind relative to this Contract or the subject matter thereof shall be given to anyone without the prior written consent of ICR.

15.0 DEFECTS AND WARRANTY

15.1 For the provision of Services:

Seller shall be responsible for remedying at its expense any defects that may arise in the Services within twenty-four (24) months from the later of the date of performance of the Services or the date when the equipment provided as part of the Services has been put into service for its specified use or the date of delivery. Seller shall warrant for a further period of twelve (12) months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, Seller's liability shall not cease merely because ICR has not given notice of the defect to Seller within the said period. If any defects which Seller is obliged to remedy under this Clause 15.1, are not remedied within a reasonable time or circumstances render it impracticable for Seller to do the same, ICR may at Seller's cost do so itself or authorise others to do same, and Seller shall reimburse ICR for all costs arising therefrom.

15.2 For the provision of Goods:

Seller warrants that the Goods shall conform as to quantity, quality, specification and description with the particulars stated in the Order, and shall be of sound materials and workmanship. If the purpose for which the Goods are required is indicated in the Order, either expressly or by implication, then Seller warrants that the Goods shall be fit for that purpose. The Order is placed with reliance on each and all of the warranties specified herein or implied by law and usage of trade. Should any defect in design, specification, materials, workmanship or operation characteristics develop during the first twelve (12) months of use, but not later than twenty four (24) months from the date of delivery to ICR, Seller shall without limitation to ICR's other legal rights, make all the necessary alterations, repairs or replacement of defective Goods free of charge and shall extend the warranty of the original Goods by the period during which the Goods or the plant of which the Goods form part were at a standstill as a result of such defects. If the defect cannot be corrected within seven (7) days, Seller shall promptly replace the Goods, free of charge, or at ICR's option, remove the Goods and refund the full price paid for such Goods. Furthermore, Seller shall warrant for a period of twelve (12) months any replacement part or parts.

16.0 INSPECTION

16.1 All inspections and tests shall be made as required by the specification issued by ICR, and copies of all test reports, test data etc. in the number specified by the Order shall be forwarded by Seller to ICR. Seller shall give ICR reasonable notice of any such inspection or test and ICR may at its option be present. ICR reserves the right to inspect the Goods or any part thereof (including those supplied by sub-contractors) at any time after the date of this Contract. Any inspections or any failure to inspect by ICR shall not relieve Seller of any responsibility or liability with respect to such Goods nor shall such be interpreted in any way to imply acceptance thereof by ICR.

17.0 COMPLIANCE WITH LAWS

17.1 Seller warrants that the Goods and/or Services shall have been produced, provided, sold and delivered in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes, specifications or requirements which are relevant or to which the Goods and/or Services are subject.

18.0 RECEIPT OF GOODS

18.1 Notwithstanding the terms of any 'goods received' note presented by Seller and signed by or on behalf of ICR, ICR shall not be deemed to have agreed that the Goods are in an acceptable condition. Without prejudice to any of ICR's rights hereunder including without limitation under Clause 11 hereof, ICR shall notify Seller within seven (7) days of receipt of the Goods of any faults, discrepancies and the like.

19.0 HEALTH, SAFETY AND ENVIRONMENT

19.1 Seller shall comply with all relevant statutes, laws, regulations, and by-laws affecting performance of this Contract, good engineering practice and when appropriate shall comply with ICR's safety, fire and other regulations.

19.2 Seller shall give all notices and shall obtain all permits required to be given or obtained in Seller's name which may relate to the Goods and/or Services and are required by any statute or regulation and shall bear all costs in connection therewith.

20.0 BUSINESS ETHICS, ANTI-BRIBERY & ANTI-CORRUPTION

20.1 The Seller acknowledges that it has received and reviewed the ICR Code of Business Conduct, a copy of which is available on our website: (Policies | ICR Integrity).

20.2 The Seller undertakes that it shall, and shall ensure that its partners, members, beneficial owners, subcontractors and affiliates shall, comply with ICR's Code of Business Conduct.

20.3 Neither the Seller nor ICR shall make any payment or take any action that could be construed to be the payment of money or other thing of value to any person for the purpose of influencing any act or inducing any person to assist in obtaining or retaining business in any country in a manner which is illegal or which would subject ICR to civil or criminal penalties, or which is inconsistent with ICR's Code of Business Conduct.

20.4 The Seller agrees that it shall take no action or use or spend any funds, regardless of the source, in violation of all applicable laws and regulations including without limitation applicable laws, regulations or orders relating to antibribery, influence peddling or anti-corruption, such as the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010 ("Anti- Corruption Laws") and applicable laws, regulations, rules or guidelines relating to money laundering ("Anti-Money Laundering Laws").

20.5 The Seller shall immediately notify ICR if it becomes aware of, or has reasonable grounds to suspect, any violation or potential violation of this Clause 20.

20.6 Seller warrants that neither it nor any of its owners, directors, officers or subcontractors is the subject or target of any sanctions administered by the United Kingdom, the European Union, the United Nations or the United States, and that the Goods and/or Services shall be supplied in compliance with all applicable export control and sanctions laws. Seller shall promptly provide such end-user, origin and export classification information as ICR may reasonably request. Any breach of this Clause 20.6 shall entitle ICR to terminate the Contract immediately under Clause 22.1 without liability

21.0 SUSPENSION

21.1 ICR may at any time by written notice require Seller to suspend performance of all or any part of delivery of the Goods and/or performance of the Services. When suspension is ordered due to any act or omission of Seller then Seller shall be entitled to no additional remuneration in respect of such suspension. When suspension is ordered for reasons other than the aforesaid, Seller shall be entitled to reimbursement for reasonable additional costs necessarily incurred as a result thereof. Where appropriate Seller shall be granted a reasonable extension of all applicable delivery dates to take account thereof.

22.0 TERMINATION

22.1 ICR may terminate this Contract immediately in whole or in part at any time and for its own convenience by serving notice to Seller and compensating Seller for Goods supplied and/or Services performed up to the date of termination. Notwithstanding the foregoing, if Seller i) makes any composition or arrangement with its creditors, becomes insolvent, commits an act of bankruptcy, has a receiver appointed or enters into liquidation, either voluntary or compulsory, or ii) refuses or fails to supply competent supervision or sufficient properly skilled personnel or proper materials or does not make proper or timely performance of the Goods and/or Services or otherwise prejudices or fails to carry out any of its obligations hereunder, ICR may terminate forthwith this Contract, and in any such circumstance ICR shall not be liable to pay Seller any further monies in respect of the Goods and/or Services and Seller shall be liable for and shall indemnify and hold ICR harmless from all and any Claims arising from or relating to such termination or the circumstances giving rise thereto.

23.0 TITLE AND RISK

23.1 Without prejudice to ICR's rights and remedies under or arising from this Contract and in order to protect ICR from any event which might hamper or prevent ICR from obtaining the Goods (such as but not limited to Seller going into liquidation or having a receiver appointed by its creditors) title in the Goods shall vest in ICR at the time of delivery thereof to ICR or at the time ICR makes any payment in whole or in part to Seller in respect of the Goods, whichever is earlier.

23.2 If, however, the Goods are subject to any process of manufacture, modification or the like prior to delivery of the completed Goods to ICR, title in the component parts shall vest in ICR as soon as they are appropriated by Seller for incorporation into the Goods, provided always that ICR shall have made a payment to Seller towards the price of the Goods.

23.3 Notwithstanding the foregoing, risk in the Goods shall pass to ICR upon acceptance of Goods. Until then, risk in the Goods shall remain with Seller. Acceptance of the Goods shall be deemed to have occurred at such time as ICR accepts the goods delivered, or collected, where the Goods are not defective or damaged, and comply with the Order. In the event ICR identifies a defect, damage, or breach by the Goods, ICR shall not accept the goods until such time as the defect, damage or breach is remedied by Seller at their sole risk and expense.

24.0 LIABILITIES AND RESPONSIBILITIES

24.1 Seller shall be liable for and shall indemnify, defend and hold harmless ICR from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in any way arising from, relating to or in connection with the delivery of the Goods and/or performance of the Services and irrespective of cause in respect of:

(i) loss or damage to property of Seller whether owned, hired or leased by Seller,

(ii) personal injury including death or disease to any person employed by Seller;

(iii) third party Claims, including infringement of third-party intellectual property rights, against ICR arising out of or in connection with the supply of the Goods and/or Services.

(iv) pollution, including clean up-costs, fines and any other costs incurred in relation to pollution, emanating and/or originating from Seller premises, plant, or facility, or property of Seller.

24.2 Notwithstanding any provision of this Contract to the contrary, each party shall be responsible for and hold harmless and indemnify the other party from and against its own special, indirect, or consequential damages resulting from or arising out of this Contract, tort, negligence, strict liability, statutory or regulatory violation or any other legal theory, which is agreed to mean loss of profits including anticipated profits if any, loss or delay of production, business interruptions, loss of use, losses resulting from failure to meet other contractual commitments or deadlines however same may be caused and whether or not foreseeable at the time of entering into this Contract.

24.3 Notwithstanding any other provision to the contrary, ICR liability to the Seller arising out of any breach of contract, tort, or otherwise shall be limited to one hundred percent (100%) of the value stated on the Order.

24.4 For the avoidance of any doubt, any claims, liabilities, or expenses which Seller may hold ICR responsible for shall be held directly with the ICR Affiliate named on ICR Order, and Seller shall have no claim against other ICR Affiliates.

25.0 INSURANCE

25.1 Without any limitation to Seller's liabilities and responsibilities under this Contract, Seller shall at its own cost obtain and maintain in full force and effect throughout the term of this Contract the following insurances:

a) insurance against any risk of loss and/or damage up to the replacement value of the Goods from the Effective Date up to and including the acceptance of the Goods and/or Services to ICR.

b) General Third-Party Liability Insurance up to limit which is commensurate with the risks and liabilities attached to the provision of the Goods and/or performance of the Services by Seller.

c) other insurances such as Workmen's Compensation Insurance (Employer's Liability Insurance), Motor Vehicle Liability Insurance, construction Plant and Equipment Insurance, Professional Indemnity Insurance, etc as may be required by the applicable legislation where the Services are being performed by Seller.

25.2 ICR shall be named as additional insured under the policy in Clause 25.1 above and Seller shall cause its insurers to waive their right of subrogation against ICR. Upon request, Seller shall provide copies of its insurance certificate to ICR as evidence of compliance with its insurance obligations as per this Contract.

25.3 ICR shall have no liability whatsoever in respect of any of the insurance to be provided by Seller. All deductible payments applicable to the insurance policies provided by Seller shall be to Seller's account.

25.4 In the event that ICR provides the Seller with equipment owned or leased by ICR for use in connection with the performance of the Services under this Contract, the Seller shall, for the duration that such equipment is located on the Seller's premises or otherwise under the Seller's control, maintain insurance coverage against all risks of loss or damage to such equipment. The insurance shall be in an amount not less than the full replacement value of the equipment and shall include, without limitation, coverage for third- party liability, fire, and theft. Evidence of such insurance shall be provided to ICR upon request.

26.0 FORCE MAJEURE

26.1 Where either Party is unable to perform this Contract by reason of unforeseen circumstances beyond their reasonable control and whose effects they could not have avoided and cannot overcome by the use of reasonable diligence and foresight ("Force Majeure") they shall be entitled to a reasonable extension of time for performance.

26.2 In any such event the Party concerned should immediately notify the other Party in writing and estimate how long these circumstances are likely to continue. In the event that it appears that the circumstance giving rise to the Force Majeure may subsist for longer than fourteen (14) days, ICR and Seller shall discuss in good faith how to resolve the situation.

26.3 The Party concerned shall take all reasonable steps to avoid further or consequential delay and to proceed with the due performance of this Contract.

26.4 If a Force Majeure event continues, or is reasonably expected by ICR to continue, for more than fourteen (14) days, ICR may cancel the Order in whole or in part by written notice in accordance with Clause 11.2(d), without liability other than payment for Goods delivered and Services performed before the Force Majeure event occurred.

27.0 LIENS AND CLAIMS

27.1 Seller agrees to pay, discharge and hold ICR harmless from all liens, claims (including legal fees and other expenses incidental thereto, whether groundless or not), judgements and awards which may arise out of or in connection with this Contract.

28.0 INTELLECTUAL PROPERTY RIGHTS

28.1 Title to all Intellectual Property Rights created under or arising out of the provision of the Services ("Contract IPR") shall vest in ICR. Seller hereby irrevocably assigns to ICR all right, title and interest in and to all existing and future Intellectual Property Rights subsisting in or relating to all Contract IPR whether created before, on or after the Effective Date.

28.2 Seller warrants that it has obtained or shall obtain from all sub-contractors an unconditional assignment without restriction of the legal and beneficial ownership of all existing and future Intellectual Property Rights subsisting or relating to any Contract IPR created or developed by such sub-contractors.

29.0 TAXATION

29.1 Seller shall be responsible for all taxes, imports, fees, duties and the like related to the performance of the Services and shall indemnify and hold harmless ICR from and against all Claims which may be incurred or arise in connection therewith.

29.2 ICR is required to deduct tax at the standard rate for the labour elements of payments due to Seller in respect of those construction activities falling within the Construction Industry Scheme under the Finance Act 2004 and performed within the territorial limits of the UK, unless Seller is registered with HM Revenue & Customs for gross payment status and such status has been verified by ICR before payment of the labour elements is made without such deduction. Seller shall advise ICR immediately of any change to or cancellation of its gross payment status.

30.0 AUDIT

30.1 ICR shall have the right to audit all Seller's charges in respect of the Services and such right shall continue in force for a period of five (5) years after completion of the Services. Seller will at its own expense offer ICR such assistance and access to people, property and documentation as ICR may reasonably require enabling it to carry out such audit.

31.0 NOTICES

31.1 Any notice or other communication given to a Party under or in connection with this Contract shall be in writing and shall be delivered by hand or pre-paid first-class post or other next working day delivery service at its registered office. Notices to ICR shall be sent to ICR Integrity Ltd., First Floor North, The Hub, Exploration Drive, Aberdeen Energy Park, Bridge of Don, Aberdeen, AB23 8GX (FAO: Commercial Manager), with a copy by email to commercial@icr-world.com. A notice sent by email shall be deemed received at 9.00am on the next business day after transmission, provided no delivery failure notification is received.

31.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre- paid first-class post or other next working day delivery service, at 9.00am on the second business day after posting.

31.3 This Clause 31 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

32.0 GOVERNING LAW AND DISPUTE RESOLUTION

32.1 The governing law applicable to this Contract shall be determined as follows:

a) For Goods delivered or Services performed within the regions of Norway and Scandinavia this Contract shall be governed by the laws of Norway.

b) For Goods delivered or Services performed within the regions of United States of America, Central America and South America, this Contract shall be governed by the laws of the State of Texas.

c) For Goods delivered or Services performed within any other region internationally, the Contract shall be governed by the laws of England and Wales.

32.2 In the event that a dispute, controversy, or claim is raised by either Party through formal written notice addressed to the other Party, and such arises between the Parties relating to, or in connection with, this Contract, or the breach, termination, or invalidity thereof, the Parties shall first attempt to resolve any dispute through amicable negotiations. Such negotiations shall be conducted in good faith by the Parties and/or any nominated delegates, respectively.

32.3 Where these negotiations fail to take place, or no resolution is reached between the Parties within thirty (30) days of the formal notice of dispute having been received, the Parties shall proceed with amicable mediation. In the event of mediation, both Parties shall appoint a mutually acceptable mediator. The costs of such mediation, including mediator fees and administrative fees, shall be shared equally between the Parties.

32.4 If the dispute remains unresolved within thirty (30) days of mediation having been initiated, the Parties shall proceed with arbitration in accordance with the Arbitration rules of the London Court of International Arbitration which shall take place in London, England. The award rendered by any arbitration proceedings shall be final and binding upon the parties and judgement upon the award may be entered in any court having jurisdiction thereof. The costs of such arbitration, including arbitrators' fees and administrative fees, shall be shared equally between the Parties.

32.5 All documentation provided by Seller or its subcontractors in connection with this Contract shall be in the English Language.

32.6 Notwithstanding any dispute or difference and unless this Contract is terminated, both Parties shall continue with the due performance of this Contract.

33.0 SECURITY

33.1 ICR reserves the right to request that Seller provide ICR with either a Parent Company Guarantee or a Bank Guarantee to secure Seller's performance of its obligations under this Contract, where ICR provides reasonable notice. Such Guarantees shall be in a form acceptable to ICR at ICR's sole discretion.

34.0 RIGHTS OF THIRD PARTIES

34.1 Save as may be required to allow any such party to benefit from the provisions of Clause 24 hereof no provision of these conditions is enforceable under the terms of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party hereto or any equivalent legislation in the jurisdiction whose law governs this Contract.

35.0 SURVIVING CLAUSES

35.1 The provisions of this Contract relating to Confidential Information (Clause 14), Defects and Warranty (Clause 15), Business Ethics, Anti-Bribery & Anti-Corruption (Clause 20), Title and Risk (Clause 23), Liabilities and Responsibilities (Clause 24), Audit (Clause 30), Governing Law and Dispute Resolution (Clause 32), Non-Solicitation of Staff (Clause 36), Insurance (Clause 25), Liens and Claims (Clause 27), Intellectual Property Rights (Clause 28), Taxation (Clause 29), and any other provision which by its nature is intended to survive, will survive termination or expiry of this Contract will survive termination or expiry of this Contract.

36.0 NON-SOLICITATION OF STAFF

36.1 The Seller agrees that during the term of this Contract and for an additional period of three (3) years after termination or expiry, the Seller shall not directly or indirectly canvass with a view to offering or providing employment to, offer to contract with or entice to leave, any employee of or contractor to ICR engaged in the performance of this Contract without ICR's prior written consent.

37.0 RENTAL EQUIPMENT

37.1 Seller may provide ICR with rental equipment in accordance with the Order. ICR shall not incur charges for equipment under the following conditions:

a) When any rental equipment is delivered damaged and/or requires repair and replacement.

b) Where, during any rental period, the rental equipment is rendered unusable by ICR due to urgent repairs required by the Seller or its insurers.

c) Where ICR retains equipment for a period which includes Non-Working Days and the equipment is not utilised on such days, no rental charges shall apply for said days. For the purposes of this Clause, "Working Days" shall mean Monday to Friday and "Non-Working Days" shall mean all other days.

d) For any period during which the equipment is in transit between ICR site and Seller site.

e) For any period during which the equipment is being unloaded or collected by the Seller or ICR.

37.2 ICR shall be charged for equipment from the actual date of delivery by Seller through and including the last day on which the equipment is used, subject to exclusions detailed under Clause 37.1.

37.3 The Seller shall, within a reasonable time frame, replace any rejected equipment and/or remedy any defect or fault in the rejected equipment, free of charge.