

# ICR GENERAL TERMS & CONDITIONS FOR SALE AND RENTAL

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| <b>Doc. Author</b> | Neil McCoy          | <b>Doc. Approver</b> | Gary Connel             | <b>Doc. Owner</b> | Neil McCoy          |
| <b>Role</b>        | Commercial Director | <b>Role</b>          | Chief Financial Officer | <b>Role</b>       | Commercial Director |
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## REVISION CONTROL

| Revision        | Description of Change                                                                                       | Date                          |
|-----------------|-------------------------------------------------------------------------------------------------------------|-------------------------------|
| 00              | New ICR BMS Document – based on legacy ICR document                                                         | 22/08/2017                    |
| 01              | Change of title of document                                                                                 | 21/05/2018                    |
| 02              | Update to registered address and new format template                                                        | 01/02/2024                    |
| 03              | Update to signatories, terms, registered addresses, and international application to apply to all entities. | 15/05/2025                    |
| Choose an item. |                                                                                                             | Click or tap to enter a date. |

# **ICR GENERAL TERMS & CONDITIONS FOR SALE AND RENTAL**

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# ICR GENERAL TERMS & CONDITIONS FOR SALE AND RENTAL

## 1 INTERPRETATION

### 1.1 In these Terms and Conditions:

“Affiliates” 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.

“Contract” means these Terms and Conditions, together with any Quotation, Order Acknowledgement and the Purchase Order (excluding any terms and conditions printed on or referred to in the Purchase Order).

“Customer” means the person, persons, firm or company named in the Contract to whom ICR will be providing the Goods and/or Services, alongside their Affiliates.

“Delivery Date” means the date(s) upon which the Goods and/or Services shall be delivered as agreed between ICR and the Customer.

“Goods” means any and all equipment, tools, products, materials and supplies and/or merchandise sold and/or provided in connection with the Contract and/or Services which ICR is to sell or supply (including any instalment of the Goods or parts of them).

“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.

“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.

“Order Acknowledgement” means the sales order provided by ICR to Customer to confirm that ICR agrees to enter into, and perform the obligations of, the Contract.

“Party/Parties” means either ICR and/or the Customer.

“Price” means the value, exclusive of VAT, detailed within the finalised Purchase Order, inclusive of any applicable Variation Order(s).

“Purchase Order” means the written order document issued by the Customer and subsequently accepted by ICR.

“Quotation” means ICR’s written Quotation for the Goods and/or Services.

“Rental Items” means any and all equipment, tools, products, materials and supplies and/or merchandise provided on a rental basis to the Customer, in connection with the Contract.

“Services” means all services furnished by ICR, including services of employees and equipment, tools and/or other merchandise necessary to perform the Contract, as per ICR’s Quotation.

“Variation Order” means any documented modifications to the original scope of work, for example, additional work to be performed, design alterations, or adjustments to the Price or completion date, as agreed between the Parties.

1.2 All instructions, notices, agreements, authorisations, approvals and acknowledgements provided in accordance with this Contract shall be in writing and in the English language.

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

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

## **2 INVALIDITY & SEVERABILITY**

- 2.1 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.

## **3 ENTIRE AGREEMENT**

- 3.1 Subject to 3.2(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.

- 3.2 Unless:

- a) a pre-existing agreement between the Parties is referenced in the Quotation, in which case that agreement shall apply; or
- b) the Customer notifies ICR in writing within three (3) working days of receipt of the Quotation 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 Customer'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 to Customer solely based on these Terms and Conditions, notwithstanding different or additional terms and conditions contained on any of Customer's 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 Customer's printed or other prepared form of Purchase Orders, work or service orders, job or delivery tickets, or other similar forms, the provisions of these Terms and Conditions shall prevail.

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

## **4 VALIDITY, ORDER & ACCEPTANCE**

- 4.1 ICR will sell and/or supply and the Customer shall purchase the Goods or Services in accordance with this Contract.
- 4.2 Any quotation issued by ICR is valid for a period of thirty (30) days from the date of issue to the Customer, provided that it has not previously been withdrawn by ICR. Quotations issued by ICR do not constitute an offer and are subject to change, following expiry of the validity period.
- 4.3 All Purchase Orders and Quotations must be in writing. Each Purchase Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms and Conditions.
- 4.4 Any Purchase Order placed in response to a quotation or otherwise will only be binding when accepted in writing by ICR.
- 4.5 Affiliates of ICR shall be entitled to perform the obligations of ICR under this Contract. Quotations and the Order Acknowledgement 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 Goods delivered or Services performed 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 Goods delivered or Services performed 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 Goods delivered or Services performed 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.

## **5 SPECIFICATION**

- 5.1 The Customer is responsible for ensuring the accuracy of the details contained within any Purchase Order (including any applicable specification) submitted to ICR.
- 5.2 ICR will not be liable for any discrepancies in the Goods and/or Services supplied arising from incorrect, inaccurate, or insufficient information provided by the Customer.

## **6 DELIVERY, TITLE, & RISK**

- 6.1 Unless agreed otherwise, the Goods shall be delivered EXW (INCOTERMS 2020) at a location named by ICR.
- 6.2 Risk of damage to or loss of the Goods shall pass to the Customer:
  - a) Where Goods are to be collected from ICR's premises, at the time when ICR notifies the Customer that the Goods are available for collection, or from the moment the Goods are loaded onto Customer arranged transport (whichever occurs earlier); or
  - b) Where the Goods are to be delivered to the Customer by ICR, at the point of delivery.
- 6.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, title in the Goods supplied for sale shall not pass to the Customer until ICR has received full payment of the Price.
- 6.4 For the avoidance of doubt, any such transfer of title in the Goods shall not imply transfer of ownership of any intellectual property therein.
- 6.5 Until ownership of and title to the Goods has passed to the Customer, ICR may at any time, require the Goods to be returned, failing which ICR will be entitled to enter the Customer's premises, or those of any third party where the Goods are stored to take possession of the Goods without prejudice to the Customer's obligation to make payment for the Goods and to any other rights available to ICR by statute or common law.
- 6.6 Until ownership of and title to the Goods has passed to the Customer, the Customer is not entitled to sell, pledge or legally dispose of the Goods.
- 6.7 Delivery dates are intended to be an estimate. Time and date for delivery shall not be made of the essence by notice or otherwise and are dependent on prompt receipt by ICR of all information and assistance required or requested, which enable ICR to carry out its obligations under the Contract. ICR shall not be liable for any damage, losses or expenses incurred by Customer if ICR fails to meet the estimated delivery dates. ICR will contact the Customer at the earliest possible opportunity to notify of any such delay and the Parties will arrange a revised Delivery Date.

## **7 SAFETY**

- 7.1 The Goods may be accompanied by an operating and maintenance manual and the Customer must take account of all safety guidance provided within the operating and maintenance manual and any written or verbal instructions from ICR.

## **8 WARRANTY**

- 8.1 All Goods must only be used for the purpose specified in the relevant Purchase Order or otherwise specified in writing between the Parties.
- 8.2 Subject to Clause 8.3 below, ICR warrants that the Goods will correspond with their specification at the date of delivery and will be free from defects in material and workmanship for a maximum period of twelve (12) months from such a date.
- 8.3 The warranty in this Clause is given based on the following conditions:
  - a) ICR will have no liability for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, use beyond normal capacity, failure to follow ICR's instructions (oral or written), misuse, inadequate maintenance, alteration or repair of the Goods without ICR's written approval.

- b) ICR will have no liability under the warranty if the Customer has not paid the Price payable for the Goods to ICR in full.
- c) the warranty does not extend to parts, materials or equipment that are not manufactured or assembled by ICR, in respect of which the Customer will only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer of that item to ICR.
- d) the warranty extends to Goods only and does not extend to the provision of Services or labour required to rectify any defect.

## **9 PRICING**

- 9.1 The Customer shall pay ICR the Price and any additional sums which are agreed in writing between ICR and the Customer for the sale or hire of Goods or Services or which, in ICR's sole discretion, are required as a result of the Customer's instructions or lack of instructions or other cause attributable to the Customer.
- 9.2 Unless otherwise agreed, all pricing is exclusive of any applicable Value Added Tax, taxes, withholding taxes, customs and duty, freight, destination and forwarding charges. If such expenses occur, they will be added to the Price and invoiced to the Customer accordingly.
- 9.3 ICR reserves the right to adjust the Price to reflect any increase in the cost to ICR which is due to any factor beyond its control (such as, without limitation, foreign exchange rate fluctuation, currency regulation, alteration of duties, changes of legislation, significant increases in the cost of labour or raw materials).
- 9.4 Pricing may also be adjusted to take account of any change in delivery dates, quantities or specifications requested by the Customer as detailed on a Variation Order agreed between the Parties, or any delay caused by any instructions of the Customer or failure of the Customer to give ICR adequate information or instructions. The Customer will normally be advised in writing of any such variation in the Price.
- 9.5 All sums payable to ICR shall be paid without any deduction or withholding unless required by law. If the Customer is required by law to deduct or withhold any tax, it shall pay such additional amount as will ensure that ICR receives the full amount it would have received had no deduction or withholding been required and shall provide ICR with official receipts evidencing payment to the relevant tax authority within thirty (30) days.

## **10 PAYMENT**

- 10.1 All payments shall be made within thirty (30) days from the date of invoice. ICR shall be entitled to submit an invoice to Customer for Goods immediately upon delivery of the same, and for Services immediately upon completion, unless agreed otherwise in writing by the Parties.
- 10.2 Notwithstanding the foregoing, ICR reserves the right to propose alternative payment terms which shall be referenced in the relevant Quotation or Purchase Order.
- 10.3 Time for payment shall be of the essence.
- 10.4 If the Customer disputes any item on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the Customer shall notify ICR of the reason for dispute as soon as practicable and request a credit note for the unaccepted part or whole of the invoice as applicable. The Customer shall pay any undisputed portion of the invoice by the due date, and the Parties shall use reasonable endeavours to resolve the disputed amount within thirty (30) days.
- 10.5 If the Customer fails to make any payment on any due date, then, without prejudice to any other right or remedy available, ICR may:
  - a) suspend or cancel the Contract or any other contract between the Parties or suspend any further deliveries to the Customer; and/or
  - b) charge the Customer interest on any amount unpaid, at the rate of eight (8) percent per annum above the Bank of England base rate from time to time, which shall be calculated pro rata on a daily basis, until payment in full is made.
- 10.6 All sums payable to ICR shall be paid in full without set-off, counterclaim or deduction of any kind.
- 10.7 Where ICR suspends performance under Clause 10.5(a) or Clause 23.1, the Customer shall reimburse ICR's reasonable standby, demobilisation and remobilisation costs, and any dates for delivery or performance shall be extended accordingly.

## **11 VARIATIONS**

- 11.1 If either Party discovers a need for a Variation Order to be raised, ICR will draft and issue a Variation Order to the Customer, outlining any and all changes to be included. As a minimum, the Variation Order shall contain information regarding the cause of the variation and also any cost and delivery time or other consequences that the Variation Order will or may have for the Customer.
- 11.2 The proposed Variation Order will be binding upon the Customer unless the Customer issues a written objection within five (5) working days of receipt of the Variation Order.

## **12 PACKAGING**

- 12.1 Goods will be packed, secured and labelled in accordance with accepted industry practice and unless otherwise agreed in writing, ICR will apply its own labelling to the Goods.
- 12.2 Where the Customer requests or ICR advises additional special packaging, this may be subject to an additional charge payable by the Customer.

## **13 TESTING & INSPECTION**

- 13.1 ICR will conduct required testing and inspection and provide a certificate of conformity upon delivery of the Goods if required by the Customer. Any additional inspection, testing, certification or documentation requires ICR's written agreement and may be subject to additional costs which shall be borne by the Customer.

## **14 DEFECTS**

- 14.1 Any claim by the Customer which is based on any defect in the quantity or condition of the Goods or their failure to correspond with specification shall be notified to ICR within seven (7) working days from the date of delivery to the site of operation or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.
- 14.2 If delivery is not refused, and the Customer does not notify ICR in accordance with Clause 14.1 above, the Customer will not be entitled to reject the Goods and ICR will have no liability for such defect or failure, and the Customer will be bound to pay the Price as if the Goods had been delivered in accordance with the specification.
- 14.3 Where a valid claim in respect of the Goods, which is based on a defect in the quality or condition of the Goods or their failure to meet specification, is notified to ICR in accordance with these Terms and Conditions, ICR may replace the Goods (or the part in question) free of charge or, at ICR's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) payable for the relevant Goods, in which case ICR will have no further liability to the Customer in relation to the relevant Goods.

## **15 INTELLECTUAL PROPERTY RIGHTS**

- 15.1 ICR hereby grants the Customer a limited, worldwide, non-exclusive, non-transferable licence to use the Intellectual Property Rights owned by ICR and which form part of the Goods and/or Services supplied to the Customer, solely for the purpose of receiving and using the applicable Goods and/or Services. Nothing in this Contract shall confer any right of ownership in the Intellectual Property Rights owned by ICR to the Customer.
- 15.2 All designs, drawings and specifications and other information which ICR supplies in connection with a Quotation or Purchase Order are confidential and remain the property of ICR and must not be disclosed to any third party without ICR's prior written consent.
- 15.3 The Intellectual Property Rights to all technical documents provided by ICR under this Contract including operating manuals, advertising material, certificates, drawings, test results, improvements and new developments will remain the property of ICR.

## **16 LIMITATION OF LIABILITY**

- 16.1 ICR's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed one hundred percent (100%) of the Price.
- 16.2 Nothing in this Contract shall limit or exclude ICR's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation;
  - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - e) any other liabilities which cannot be limited or excluded by law.
- 16.3 For the avoidance of any doubt, any claims, liabilities, or expenses which Customer may hold ICR responsible for shall be held directly with the ICR Affiliate named on ICR's Order Acknowledgement and Quotation, and Customer shall have no claim against other ICR Affiliates.

## **17 INDEMNIFICATION**

- 17.1 The Customer will be responsible for and shall save, indemnify, defend and hold harmless ICR 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 Customer whether owned, hired, leased or otherwise provided by the Customer arising from, relating to or in connection with the performance or non-performance of this Contract; and
  - b) personal injury including death or disease to any person employed by the Customer arising from, relating to or in connection with the performance or non-performance of this Contract; and
  - c) subject to any other express provisions of this 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 of or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer. For the purposes of this Clause, "third party" will mean any party who is not a member of the Customer's or ICR's group; and
  - d) pollution, including clean up-costs, fines and any other costs incurred in relation to pollution, emanating and/or originating from the Customer plant or facility or the property of the Customer; and
  - e) where applicable, Rental Items as outlined in Clause 33 below.

## **18 CONSEQUENTIAL LOSS**

- 18.1 For the purpose of this Clause the expression "Consequential Loss" shall mean (in each case whether or not foreseeable at the date of the Purchase Order); (a) any and all consequential, indirect, special, incidental, punitive and/or exemplary damages; and (b) loss and/or deferral of production, loss of product, loss of goodwill, loss of use, loss of revenue, profit or anticipated profit, cost of capital, loss of business opportunity, loss of contracts, in each case whether direct or indirect to the extent that such loss, deferral and/or cost are not included in Clause 18.2; and (c) claims for service interruption or failure to supply, costs and expenses incurred in connection with labour overhead, transportation or substitute facilities or supply sources, labour performed in connection with the removal and replacement of Goods or Rental Items or any other loss or damage incurred as a result of or otherwise in connection with interruption of services in each case to the extent that such claim is not included in Clause 18.1 or Clause 18.2.
- 18.2 The Parties shall save, indemnify, defend and hold harmless one another from their respective consequential loss and any consequential loss incurred by third parties arising from, relating to or in connection with the performance or non-performance of this Contract.

## **19 INSURANCE**

- 19.1 The Customer shall maintain levels of insurance sufficient to cover its liabilities and obligations under the Contract and at law. The Customer shall provide proof of the relevant insurance coverage, where requested.
- 19.2 The Customer shall insure all Rental Items against all risks of loss or damage for their full replacement value from delivery until their return to ICR's nominated base and shall procure that its insurers waive all rights of subrogation against ICR.

## **20 FORCE MAJEURE**

- 20.1 ICR will not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform any of ICR's obligations under this Contract, if the delay or failure was due to any cause beyond ICR's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond ICR's reasonable control:
- a) act of God, explosion, flood, fire, accident or natural physical disaster;
  - b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - c) Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - d) import or export regulations or embargoes;
  - e) strikes, lock outs or other industrial actions or trade disputes (whether involving employees of ICR or third party);
  - f) epidemics or pandemics;
  - g) sanctions, or the imposition or threat of sanctions, affecting ICR, the Customer, the Goods or the place of delivery or performance.
- 20.2 Notwithstanding the provisions of this Clause, the Customer shall remain obligated to provide payment to ICR for work performed in accordance with this Contract and shall be deemed in breach of this Contract for failure to provide such payment.
- 20.3 If a force majeure event continues for more than thirty (30) days, ICR may terminate the Contract by written notice, and the Customer shall pay for all Goods delivered and Services performed together with ICR's reasonable costs incurred up to the date of termination, including non-cancellable commitments and demobilisation costs.

## **21 TRANSFER & ASSIGNMENT**

- 21.1 ICR may assign, transfer, novate or subcontract any or all of its rights or obligations under this Contract.
- 21.2 The Customer may not assign, transfer, novate or subcontract any or all of its rights or obligations under this Contract without the prior written consent from ICR.

## **22 CANCELLATION**

- 22.1 No Purchase Order, once accepted by ICR, may be cancelled by the Customer except with ICR's written agreement.
- 22.2 In the event of Purchase Order cancellation mutually agreed between the Parties, the cancellation fee shall be all reasonable and documented costs incurred by ICR, including, but not limited to, the cancellation cost, the cost of labour, materials, and any services procured in conjunction with fulfilling the Purchase Order, unless the Parties mutually agree to an alternative.
- 22.3 Following cancellation, the Customer shall reimburse ICR the cancellation fee within thirty (30) days of receipt of written cancellation acceptance from ICR.
- 22.4 Should the Purchase Order be cancelled prior to shipment by ICR or designated delivery carrier, Customer shall not be liable for any freight charges.
- 22.5 Cancellation of any Purchase Order by the Customer shall not result in the transfer of title or ownership of any Goods ordered, and title to such Goods shall remain with ICR.

## **23 TERMINATION**

- 23.1 Without limiting any other right or remedy available to ICR, ICR may terminate the Contract, suspend any further deliveries of Goods, or supplies of Services governed by the Contract without liability to the Customer if:
- a) the Customer is in breach of a provision of this Contract and fails to remedy the breach within twenty-four (24) hours, upon receiving notice from ICR; or
  - b) the Customer has failed to pay any amount due under this Contract by the due date for payment; or
  - c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

- d) the Customer ceases or threatens to cease to continue business, or reduces its business activities in a way that would affect this Contract; or
- e) the Customer enters into winding up procedures, is deemed insolvent under Section 123 of the Insolvency Act 1986 (or any equivalent in another jurisdiction), or enters into or is engaged in any other insolvency event; or
- f) ICR apprehends that any of the events mentioned above is about to occur in relation to the Customer and the Customer is notified accordingly.

23.2 In the instance Clause 23.1 applies and the Goods have been delivered or Services performed but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. The Customer shall also reimburse ICR for reasonable documented costs, including any additional costs reasonably incurred to mitigate losses or complete the work, as a direct result of Customer default and such termination under Clause 23.1.

23.3 ICR may give written notice to the Customer to terminate this Contract forthwith for convenience and in such event the Customer will pay for all Goods delivered and Services performed up to the effective date of termination, together with ICR's reasonable costs arising from the termination, including the cost of materials ordered, any non-cancellable commitments to suppliers and subcontractors, and demobilisation costs.

23.4 Upon termination for any reason, the Customer shall promptly return or destroy any confidential information, material or property belonging to ICR, including any Intellectual Property stated in Clause 15, in accordance with ICR's instructions. Any licences or rights granted to the Customer under this Contract shall also terminate.

23.5 In the event of termination of the Contract, the rights and obligations of the Parties included in the Clauses listed in Clause 31 shall remain in full force and effect.

## **24 CONFIDENTIAL INFORMATION**

24.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by ICR or its agents and any other confidential information concerning ICR's business or its Goods or Rental Items which the Customer may obtain and the Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of the Contract and shall ensure that such employees, agents or subcontractors are subject to like for like obligations of confidentiality as per those which are binding on the Customer.

24.2 Clause 24.1 above does not apply where the confidential information:

- (a) was in the public domain prior to disclosure to the Customer;
- (b) has become part of the public domain through no fault or breach of Customer;
- (c) was in Customer's possession prior to the date of the Contract and was not subject to obligations of confidentiality;
- (d) was given without restriction to Customer by a third party duly authorised or otherwise entitled to do so, and who did not receive the same in any way from ICR;
- (e) is required to be produced by order of a court or in any arbitration proceedings or under the requirements of any law and/or by the rules of any relevant stock exchange; or
- (f) ICR has given prior written consent to disclose the information.

## **25 BUSINESS ETHICS, ANTI-BRIBERY & ANTI-CORRUPTION**

25.1 The Customer 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](#)).

25.2 The Customer 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.

25.3 Neither the Customer 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.

- 25.4 The Customer 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").
- 25.5 The Customer shall immediately notify ICR if it becomes aware of, or has reasonable grounds to suspect, any violation or potential violation of this Clause 25.
- 25.6 The Customer 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. The Customer shall not export, re-export or transfer the Goods or Rental Items in breach of such laws.

## **26 NOTICES**

- 26.1 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](mailto: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.
- 26.2 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.
- 26.3 This Clause 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.

## **27 RIGHTS OF THIRD PARTIES**

- 27.1 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.

## **28 GOVERNING LAW & DISPUTE RESOLUTION**

- 28.1 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.
- 28.2 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.
- 28.3 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.

28.4 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. Notwithstanding any dispute, unless the Contract is terminated, the Parties shall continue with due performance in accordance with this Contract and the terms shall continue to remain binding.

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

## **29 CHANGE IN LEGISLATION**

29.1 All changes in any applicable legislation for all taxes, imposts, duties, withholding taxes, charges or other dues or assessments of whatsoever nature levied by a government, (including those resulting from the change in interpretation or application of existing legislation, or replacement thereof), on ICR or subcontractors which are introduced or implemented after the date of the Quotation in respect of anything done under the Contract or in connection therewith and of which ICR could not have been aware shall, to the extent paid by ICR or its subcontractors, be reimbursed by the Customer at actual cost.

## **30 SECURITY**

30.1 ICR reserves the right to request that the Customer provide ICR with either a Parent Company Guarantee or a Bank Guarantee to secure the Customer'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.

## **31 SURVIVING CLAUSES**

31.1 The provisions of this Contract relating to Delivery, Title & Risk (Clause 6), Warranty (Clause 8), Indemnification (Clause 17), Consequential Loss (Clause 18), Confidential Information (Clause 24), Business Ethics, Anti-Bribery & Anti-Corruption (Clause 25), Governing Law & Dispute Resolution (Clause 28) and Non-Solicitation of Staff (Clause 32) will survive termination or expiry of this Contract.

## **32 NON-SOLICITATION OF STAFF**

32.1 The Customer agrees that during the term of this Contract and for an additional period of three (3) years after termination or expiry, the Customer 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.

## **33 RENTAL ITEMS**

33.1 All Rental Items must be used, kept and stored at the site of operation agreed between the Parties and specified within the Purchase Order.

33.2 Rental Items shall be deemed on hire from the date they leave ICR's nominated base and shall remain on hire until returned to ICR's nominated base, or until ICR is notified in writing that the Rental Items are lost or damaged beyond repair ("Rental Period"), unless otherwise agreed between the Parties in writing, in the Quotation, or Purchase Order. The Rental Items shall remain on hire and chargeable for the duration of the Rental Period, notwithstanding any breakdown or other period of non-use by the Customer.

33.3 Any defect in the quantity or condition of the Rental Items or their failure to correspond with specification must be notified to ICR within twenty-four (24) hours of their delivery to the site of operation. Without receipt of this notification, ICR will assume the Rental Items were delivered in good working order, complete and fit for purpose.

33.4 The Customer must ensure that all Rental Items are used in accordance with any statutory regulations, codes of practice and working loads affecting such Rental Items. The Customer undertakes not to dress, change, alter or modify (or obtain services of any other party to dress, change, alter or modify) the Rental Items in any way without ICR's prior written approval. ICR accepts no liability for damage or loss caused by changes, alterations or modifications made to the Rental Items throughout the Rental Period.

- 33.5 The Customer must ensure that all personnel operating Rental Items are suitably trained, competent and possess necessary permits.
- 33.6 Where applicable, Rental Items must be returned to ICR for essential servicing, repair and maintenance. ICR cannot accept any liability for loss or damage to equipment or Customer's equipment and/or property, if the Rental Items have not been serviced, repaired or maintained in accordance with ICR's instructions or stipulated period within the accompanying operating and maintenance manual.
- 33.7 The Customer is responsible for the safe keeping of the Rental Items throughout the duration of the Rental Period and must ensure they are used for their intended purpose and not used beyond their capacity or in a manner likely to result in undue deterioration, as well as carry out all routine maintenance as stipulated in any applicable operating and maintenance manual, or arrange for routine maintenance to be carried out by ICR. Damage or repairs to Rental Items which occurs due to failure to adhere to the provisions within this Clause shall result in repair or replacements of Rental Items being charged to the Customer as per Clause 33.9.
- 33.8 The Customer shall be responsible for all loss of or damage to Rental Items from delivery until their return to ICR's nominated base, save for fair wear and tear and latent defects. Additionally, all Rental Items must be returned to ICR in the condition in which they were rented to the Customer, excluding fair wear and tear or latent defect.
- 33.9 Where Rental Items become lost or damaged beyond repair during the Rental Period (including whilst being transported to and from, or at, the location of the work, where the Customer is responsible for transportation), except to the extent resulting from fair wear and tear or latent defect, ICR shall either:
- a) repair the Rental Items at the Customer's expense; or
  - b) charge the Customer the full reinstatement value documented or applicable at the time of loss of Rental Items, plus rental charges until the reinstatement is made, plus the cost of freight charges, customs, duties and if applicable, the cost of exporting/importing such Rental Items.
- 33.10 In the event of breakdown of the Rental Items, the Customer must inform ICR in writing immediately and ICR will attempt to repair or replace the Rental Items with items of a similar type and condition. The Customer will have no right to claim against ICR for loss or damage resulting from the Rental Items' breakdown period.
- 33.11 The Customer must allow ICR or its insurers access to the Rental Items at all reasonable times throughout the Rental Period for the purpose of inspection, testing, maintenance, adjusting, repairing or replacing the same.
- 33.12 Title to Rental Items shall remain with ICR indefinitely. Risk in the Rental Items shall pass to the Customer upon delivery and shall pass to ICR once again following return of the Rental Items to ICR's nominated base.
- 33.13 Rental charges shall be calculated at the daily rates set out in the Quotation for each day or part day of the Rental Period, including weekends and public holidays, subject to any minimum hire period stated in the Quotation, and shall be invoiced monthly in arrears and on return of the Rental Items.