

GENERAL INFORMATION

The CONTRACTOR Reference associated with this PURCHASE ORDER is **XX**.

This reference is included only insofar as it relates to the price and supply of the GOODS commenced under this PURCHASE ORDER. The terms and conditions referenced below shall govern the supply of such GOODS and the CONTRACTOR reference shall in no way supersede these terms.

ENQUEST HEATHER LIMITED - TERMS AND CONDITIONS OF PURCHASE

The COMPANY wishes to procure; and the CONTRACTOR is able to supply certain GOODS all as described in the PURCHASE ORDER. Such GOODS shall be supplied in accordance with LOGIC Purchase Order Terms and Conditions (Short Form) – Edition 2, December 2005 (copies of which are deemed to be in the possession of both the COMPANY and the CONTRACTOR - <https://www.logic-oil.com/content/standard-contracts-0>), in conjunction with the following special conditions. The terms shall be read as one document. In the event of ambiguity or contradiction between the Purchase Order Terms and Conditions and the Special Conditions the Special Conditions shall take precedence over the Purchase Order Terms and Conditions.

A1 Definitions

“AFFILIATE” - delete definition in its entirety and replace with the following – “shall mean in relation to a Party:

(a) if the Party is a subsidiary of another company the Party’s ultimate holding company and any subsidiary (other than the Party itself) of the Party’s ultimate holding company; or

(b) if the Party is not a subsidiary of another company any subsidiary of the Party;

and for the purposes of this definition the terms “holding company” and “subsidiary” shall have the meanings given to them by section 1159 Companies Act 2006; provided that a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (i) another person (or its nominee), whether by way of security or in connection with the taking of security, or (ii) its nominee.”

“CONTRACTOR GROUP” – Line 1, after “its subcontractors” insert “of any tier”.

“CONTRACTOR GROUP” – Line 2 after “directors” insert “agents, invitees”.

Insert new definition “WILFUL MISCONDUCT means an intentional or reckless disregard by a director, officer or employee (including agency personnel) of a party of good oilfield practice or any of the terms of this CONTRACT in utter disregard of avoidable and harmful consequences.”

A4. Waiver and Cumulative Remedies

Insert new clause A4:

None of the terms and conditions of the PURCHASE ORDER shall be considered to be waived by either the COMPANY or the CONTRACTOR 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 shall constitute a waiver of such terms.

Unless specifically provided otherwise, rights arising under the PURCHASE ORDER are cumulative and do not exclude rights provided by law.

A5. Notices

Insert new clause A5:

All notices in respect of the PURCHASE ORDER shall be given in writing and delivered by hand, by email or by first class post to the following addresses:-

COMPANY

ENQUEST HEATHER Limited
Annan House
Palmerston Road
Aberdeen
AB11 5QP

Marked for the attention of: Supply Chain Manager

CONTRACTOR notice details shall be the same as provided in the PURCHASE ORDER.

Such notices shall be effective:

- (a) If delivered by hand, at the time of delivery;
- (b) If sent by email, 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.

B2 Delivery

Delete the following wording in paragraph 2, third sentence "right to terminate the PURCHASE ORDER and recover from the CONTRACTOR the direct losses sustained as a result of the delay up to an amount not to exceed the value of the PURCHASE ORDER" and replace with "right to envoke any one or more of the remedies outlined in Clause B14."

B4 Access

Insert the following new paragraph at the start of the Clause – "The CONTRACTOR shall keep the COMPANY fully informed of its progress with regard to delivering the GOODS by the DELIVERY DATE and shall, subject to any other requirement of the PURCHASE ORDER, submit to the COMPANY for review and comment all relevant documents including, but not limited to calculations, sketches, drawings, reports and recommendations. All such documents shall be submitted in sufficient time to allow the COMPANY the time specified in the PURCHASE ORDER (or if no such time is specified, a reasonable time) to review and comment on them without delaying DELIVERY DATE by the CONTRACTOR."

Insert the following paragraph at the end of the Clause – "If following such inspection or testing the COMPANY, acting reasonably, considers that the GOODS do not conform or are unlikely to comply with Clause B5, the COMPANY shall inform the CONTRACTOR and the CONTRACTOR shall immediately take such remedial action as is necessary to ensure compliance."

B5 Specifications

Line 3, after "PURCHASE ORDER" insert "or where no such requirement with regard to quality, fitness for purpose or specification is specified within the PURCHASE ORDER then the GOODS shall be fit for their ordinary purpose." Insert a new second paragraph- "The CONTRACTOR shall ensure that the

GOODS shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the GOODS.”

B6 Defects Correction

Delete first sentence and replace with following:

“The CONTRACTOR will, at the sole option of the COMPANY, either i) repair, replace or rectify any of the GOODS (or any replacement) which are defective or ii) provide COMPANY with a full refund.

B13 Health, Safety, Environment and Quality

Insert new Clause B13:

“The CONTRACTOR must have in place and be actively using a formal HSEQ management system(s) which demonstrates commitment to continuous improvement and excellence in HSEQ issues. The Health and Safety Executive publication HSG 65 ‘Successful Health and Safety Management’, BS EN ISO 9001:2008, BS EN ISO 14001:2004 and BS EN OHSAS 18001:2007 may be used as guidance for what constitutes an effective process for overall HSEQ management.

The CONTRACTOR's HSEQ management system(s) shall be adequately documented, shall be shown to be effective in implementing the aims and objectives of the CONTRACTOR's HSEQ policy, and shall include provisions for auditing the effectiveness of the CONTRACTOR's HSEQ management system(s) as applied to the supply of GOODS.

The CONTRACTOR shall observe and comply with all relevant and current statutory requirements, approved codes of practice and industry guidance on HSEQ matters.

The CONTRACTOR shall have a formal system of Competence Assurance in place for personnel provided by the CONTRACTOR GROUP. Personnel provided by the CONTRACTOR shall be properly qualified, skilled, experienced and competent in their respective disciplines to a recognised industry standard, where available.

The CONTRACTOR's HSEQ management system shall, where relevant interfaces exist, be compatible with the COMPANY's HSEQ management system. Where appropriate, the interfaces between the CONTRACTOR and the COMPANY shall be documented in the form of an HSEQ Management System (HSEMS) Interface Document, which shall be deemed part of the PURCHASE ORDER.

The CONTRACTOR shall submit a formal monthly report to the COMPANY Representative, where applicable, which summarises its HSEQ performance in the preceding reporting period.

Where applicable, the CONTRACTOR shall ensure that similar standards apply to the HSEQ management system(s) used by all subcontractors.

B14 COMPANY Remedies

Insert new clause B14:

If the CONTRACTOR fails to deliver the GOODS by the DELIVERY DATE or the revised DELIVERY DATE as outlined in Clause B2, the COMPANY shall, without limiting its other rights or remedies, have one or more of the following rights:

- a) to terminate the PURCHASE ORDER with immediate effect by giving written notice to the CONTRACTOR;
- b) to refuse to accept any subsequent delivery of the GOODS which the CONTRACTOR attempts to make;

- c) to recover from the CONTRACTOR any costs incurred by the COMPANY in obtaining substitute goods from a third party;
- d) where the COMPANY has paid in advance for GOODS which have not been delivered by the CONTRACTOR, to have such sums refunded by the CONTRACTOR;
- e) to claim damages for any additional costs, loss or expenses incurred by the COMPANY which are in any way attributable to the CONTRACTOR's failure to meet such dates or apply liquidated damages, which are agreed as a genuine pre-estimate of the losses which may be sustained by the COMPANY and not as a penalty, at a rate of 2% of the PURCHASE ORDER price per day of delay, without any prior formal notice or demand from COMPANY and without any proof of loss and COMPANY shall have the right, in its sole discretion, to offset any such liquidated damages against amounts payable by COMPANY to CONTRACTOR. The payment of liquidated damages shall not relieve CONTRACTOR from its obligations to diligently complete the PURCHASE ORDER or from any other obligations and liabilities under the PURCHASE ORDER or at law.

If the CONTRACTOR has delivered GOODS that do not comply with the undertakings set out in Clause B5, then, without limiting its other rights or remedies, the COMPANY shall have one or more of the following rights, whether or not it has accepted the GOODS:

- a) to reject the GOODS (in whole or in part) whether or not title has passed and to return them to the CONTRACTOR at the CONTRACTOR's own risk and expense;
- b) to terminate the PURCHASE ORDER with immediate effect by giving written notice to the CONTRACTOR;
- c) to require the CONTRACTOR to repair or replace the rejected GOODS, or to provide a full refund of the price of the rejected GOODS(if paid);
- d) to refuse to accept any subsequent delivery of the GOODS which the CONTRACTOR attempts to make;
- e) to recover from the CONTRACTOR any expenditure incurred by the COMPANY in obtaining substitute goods from a third party; and
- f) to claim damages for any additional costs, loss or expenses incurred by the COMPANY arising from the CONTRACTOR's failure to supply Goods in accordance with clause B5.

These Conditions shall extend to any repaired or replacement goods supplied by the CONTRACTOR.

The COMPANY's rights under this PURCHASE ORDER are in addition to its rights and remedies implied by statute and common law.

The COMPANY may, without limiting its other rights or remedies, set off any amount owing to it by the CONTRACTOR against any amount payable by the COMPANY to the CONTRACTOR under the Contract.

B15 Audit

Insert a new clause B15:

During the course of this PURCHASE ORDER and for a period of two (2) years from termination or expiry of this PURCHASE ORDER, the CONTRACTOR shall maintain full and accurate records, of all charges, prices, costs and expenses associated with and invoiced in respect of the GOODS and all processing of data under this PURCHASE ORDER.

The CONTRACTOR shall, on reasonable written notice in advance, allow the COMPANY and any auditors of, or other advisers to, the COMPANY to access any of the CONTRACTOR's premises, personnel, relevant records and systems used by the CONTRACTOR in the production of the GOODS

as may be reasonably required to verify that the GOODS are being provided in accordance with this PURCHASE ORDER and that the invoices are accurately prepared.

The COMPANY shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the CONTRACTOR.

Subject to the COMPANY's obligations of confidentiality, the CONTRACTOR shall provide the COMPANY (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

C2 Acceptance

At the beginning of paragraph 2 insert "For the avoidance of doubt a signature on the delivery note shall not indicate acceptance of the GOODS by the COMPANY. Following delivery the COMPANY shall be afforded reasonable time to inspect the goods in order to confirm acceptance thereof in accordance with the specification within the PURCHASE ORDER"

C4 Risk

Delete "the DELIVERY DATE" in line 2 and replace with "receipt of the GOODS by the COMPANY"

C5 Price Payment

Add the following new sentence at the end of paragraph 1 – "and not later than thirty days following delivery, the CONTRACTOR shall not be entitled to receive any payment on any invoice received by the COMPANY sixty (60) days following delivery. Each invoice shall quote the PURCHASE ORDER number and be forwarded to the address referenced on the PURCHASE ORDER. All invoices shall be supported by the relevant documentation as appropriate, including but not limited to COMPANY approved timesheets, Payment certificates for reimbursable goods, materials and services, Third party invoices and Receipts."

Paragraph 4, line 6 – delete "three percent (3%)" and replace with "one percent (1%)".

D1 Indemnity Arrangements

D1.1 (a) Insert the following after "PURCHASE ORDER" on line 4:

"provided that such loss of or damage to property shall not be as a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP"

D1.1 (b) Insert the following after "PURCHASE ORDER" on line 3:

"provided that such personal injury death or disease shall not be as a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP"

D1.1 (c) Line 4 after "negligence" insert ",WILFUL MISCONDUCT".

D1.2 (a) Insert the following after "PURCHASE ORDER" on line 9:

"provided that such loss of or damage to property shall not be as a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP"

D1.2 (b) Insert the following after "PURCHASE ORDER" on line 3:

"provided that such personal injury death or disease shall not be as a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP."

D1.2 (c) Line 4 after "negligence" insert ",WILFUL MISCONDUCT".

D1.3 Insert the following at the end of the paragraph:

“save that where in this PURCHASE ORDER a Party gives an indemnity, such indemnity shall not extend, apply or be enforceable to the extent the cause or causes of the event giving rise to the claim is the WILFUL MISCONDUCT of the person or body indemnified.”

Insert a new Clause D1.5 – “Notwithstanding anything else to the contrary it is agreed that the indemnities contained in the PURCHASE ORDER shall be primary, full and without prejudice to any right of contribution from an insurer or any third party.”

D2 Consequential Loss

In line 5 of the final paragraph after “Consequential Loss” insert “provided that such Consequential Loss is not a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP”

In line 7 of the final paragraph after “Consequential Loss” insert “provided that such Consequential Loss is not a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP”.

D3 Insurance

Delete this clause in its entirety and replace as follows:- “For the duration of the PURCHASE ORDER the CONTRACTOR shall maintain in force, with a reputable insurance company, Employers liability insurance, General Third Party insurance and Product Liability insurance to cover the liabilities that may arise under or in connection with the PURCHASE ORDER and shall, on the COMPANY’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.”

D5 Variations

Insert a new sentence at the end of the Clause – “Such resulting changes shall be agreed in writing between the COMPANY and the CONTRACTOR via a formal amendment to the PURCHASE ORDER. The COMPANY shall not accept the CONTRACTOR’s invoices for GOODS where substitutions, changes or alterations have been made to the GOODS or where rates and prices have not been agreed in writing between the parties.”

D7 Transfer of PURCHASE ORDER

Delete this clause in its entirety and replace as follows:- The CONTRACTOR may not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the PURCHASE ORDER without the COMPANY’s prior written consent, such consent not to be unreasonably withheld or delayed. The COMPANY may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the PURCHASE ORDER and may subcontract or delegate in any manner any or all of its obligations under the PURCHASE ORDER to any third party or agent.”

D8 Dispute Resolution

Insert the following wording “whether contractual or non-contractual” where the word dispute appears in this Clause.

D13 Taxes

Insert new Clause D13:

“D13.1 – The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY against all levies, charges, contributions and taxes and any interest or penalty thereon which may be assessed, by any appropriate government authority whether of the United Kingdom or elsewhere, on the

CONTRACTOR GROUP in connection with the PURCHASE ORDER and from all costs reasonably incurred in connection therewith.

D14 No Partnership

Insert new Clause D14:

“D14.1 - Nothing in the PURCHASE ORDER is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.”

D15 Information Usage Policy

Insert new Clause D15:

“D15.1 - The CONTRACTOR shall comply (and procure that its employees, agency staff and consultants comply) with the COMPANY’s Information Usage Policy (as if it applied mutatis mutandis to the CONTRACTOR (and its employees, agency staff and consultants)), as fully described at [ENQ-COR-IT-POL-00007](#). The Information Usage Policy may be modified from time to time by the COMPANY (acting in its sole discretion) and the Parties acknowledge that where such modifications are notified to the CONTRACTOR in writing, the CONTRACTOR shall strictly comply with the amended Information Usage Policy.

D16 Export/Import/Trade Compliance:

Insert new Clause D16:

The CONTRACTOR shall provide the COMPANY with all relevant and accurate trade data including: country of origin data, a harmonized schedule number (HTS) and export classification number (ECN) or any other comparable identification number with respect to the GOODS. CONTRACTOR acknowledges that this information will be relied upon by the COMPANY to determine whether such GOODS can be purchased in compliance with all applicable export control, import control, sanctions, trade and customs laws and to ensure compliance with such laws.

Any violation of this section by CONTRACTOR shall be deemed a material breach of the PURCHASE ORDER, and CONTRACTOR shall save, indemnify, defend and hold COMPANY harmless from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of its failure to comply with this Clause D16 and the Export Control Act 2002, Export Control Order 2008 and EU Regulation 483/2009. NEW SECTION E - BUSINESS ETHICS

“E.1 The CONTRACTOR GROUP must provide the diligence and care required to prevent any action or condition that might result in a conflict with the COMPANY’s interests. The CONTRACTOR’s efforts shall include but not be limited to the establishment of measures to prevent its personnel from giving or receiving gifts, payments, loans, or any other inducement for any purpose from any firm, corporation or other body in connection with the performance of the PURCHASE ORDER, unless such gift and/or receipt is strictly in accordance with the COMPANY’s Code of Conduct, as defined and fully described at <http://www.enquest.com/responsibility/corporate-social-responsibility/code-of-conduct.aspx>

E.2 The CONTRACTOR shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“RELEVANT REQUIREMENTS”);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) comply (and procure that its employees, agency staff and consultants comply) with the COMPANY's Anti-Bribery and Corruption Programme (as if it applied mutatis mutandis to the CONTRACTOR (and its employees, agency staff and consultants), as fully described at <http://www.enquest.com/corporate-responsibility/business-conduct.aspx> throughout the performance of the PURCHASE ORDER. The Anti-Bribery and Corruption Programme may be modified from time to time by the COMPANY (acting in its sole discretion) and the Parties acknowledge that where such modifications are notified to the CONTRACTOR in writing, the CONTRACTOR shall strictly comply with the amended Anti-Bribery and Corruption Programme ("RELEVANT POLICIES");

(d) have and shall maintain in place throughout the term of this PURCHASE ORDER its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the RELEVANT REQUIREMENTS, the RELEVANT POLICIES and sections E.1 and E.2(b) and will enforce them where appropriate;

(e) promptly report to the COMPANY any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this PURCHASE ORDER; and

(f) immediately notify the COMPANY (in writing) if a foreign public official becomes an officer or employee of the CONTRACTOR or acquires a direct or indirect interest in the CONTRACTOR and the CONTRACTOR warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this PURCHASE ORDER.

E.3 The CONTRACTOR shall ensure that any person associated with the CONTRACTOR who is performing services or providing equipment, labour or material in connection with the PURCHASE ORDER does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the CONTRACTOR in this section E ("RELEVANT TERMS"). The CONTRACTOR shall be responsible for the observance and performance by such persons of the RELEVANT TERMS, and shall be directly liable to the COMPANY for any breach by such persons of any of the RELEVANT TERMS.

E.4 For the purpose of this Section E, the meaning of adequate procedures, foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively. For the purpose of this Section E, a person associated with the CONTRACTOR includes but is not limited to any member of the CONTRACTOR GROUP.

E.5 Any breach of this Section E shall constitute a material breach of the PURCHASE ORDER.

E.6 The CONTRACTOR's compliance with the provisions of this Section E is subject to audit by the COMPANY."

REMUNERATION:

For satisfactory provision of the GOODS in accordance with this PURCHASE ORDER, the COMPANY shall reimburse the CONTRACTOR in accordance with the prices herein.

The COMPANY shall not accept the CONTRACTOR's invoices for GOODS where prices have not been agreed in writing between the parties via a variation to this PURCHASE ORDER prior to the provision of the GOODS.

ADMIN INSTRUCTIONS:

Invoices which do not include the required information will be rejected and returned.

Good quality scanned invoices should be submitted to accounts-invoices@enquest.com.

Any Invoicing/Payment queries please contact: accounts-queries@enquest.com

The terms and conditions of this PURCHASE ORDER will apply to the exclusion of any other term which the CONTRACTOR seeks to impose or incorporate (whether in any form of acknowledgement, delivery note, invoice or otherwise) or which are implied by trade, custom, practice or course of dealing.

By signing below the CONTRACTOR's authorised representative confirms that the CONTRACTOR shall supply the GOODS in accordance with the terms and conditions of this PURCHASE ORDER. In the event that the CONTRACTOR does not return a signed PURCHASE ORDER to the COMPANY but supplies the GOODS detailed herein, then the CONTRACTOR shall be deemed to have accepted the terms and conditions of this PURCHASE ORDER:

Signature:

Name:

Title:

Date: