CAN (OFFSHORE) LIMITED
TERMS AND CONDITIONS OF SALE

These General Terms and Conditions shall apply to any work undertaken by CAN Group (through CAN, ENGTEQ or VENTEQ business streams) unless and until other terms are expressly agreed in writing under clause 26. Another member of CAN Group may adopt these Terms by referring to them in its own quotation, in which case references to "the Company" mean that company.

1. DEFINITIONS

"The Company" means CAN (Offshore) Limited, or another member of CAN Group where it has adopted these Terms.

"The Client" means the company, person, firm or organisation to whom a quotation for work has been submitted by the Company or for whom services are performed by the Company.

"The Work" means the services to be performed together with any goods or equipment to be supplied by the Company to the Client under the Contract.

"The Contract" means the contract between the Company and the Client for the Work, made up of the accepted quotation or order and these Terms.

"The Client's Representative" means the person or persons authorised in writing to act on behalf of the Client, whose instructions, requests and decisions will be binding on the Client.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party. "Control" means holding more than 50% of the voting rights or the power to direct management.

"Applicable Law" means all laws, statutes, regulations, codes and binding requirements of any competent authority that apply to the Work or to a party.

"Company Group" means the Company, its Affiliates (including other CAN Group companies), its and their sub-contractors of any tier (but not the Client Group), and the directors, officers, employees and agents of all of them.

"Client Group" means the Client, its Affiliates, its and their co-venturers and joint owners, its and their other contractors and sub-contractors of any tier (but not the Company Group), and the directors, officers, employees, agents and invitees of all of them.

"Price" means the sums payable for the Work under the schedule of rates or fixed price in the Contract.

"Sanctions" means economic or financial sanctions, trade embargoes or restrictive measures imposed, administered or enforced by the United Kingdom, the United States, the European Union, the United Nations or any other relevant authority.

"Site" means any place where Work is performed, including an offshore installation, vessel, plant or onshore facility.

"Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018 and any other data protection law that applies to the Work.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

In these Terms, headings do not affect interpretation, a reference to legislation includes that legislation as amended or replaced from time to time, "including" means "including without limitation", and "in writing" includes email.

2. QUOTATIONS AND FORMATION OF THE CONTRACT

2.1 A quotation is an invitation to treat. Unless it states otherwise, it is open for 30 days from its date, and the Company may withdraw it at any time before the Client accepts it.

2.2 A Contract is formed when the Client accepts a quotation in writing, or the Company accepts the Client's order in writing, or the Company starts the Work on the Client's instruction, whichever happens first.

2.3 Quotations are based on the information the Client has given. If that information is incomplete or inaccurate, the Company may adjust the Price and programme.

2.4 Unless a quotation says otherwise, the Price excludes VAT and other taxes, mobilisation and demobilisation, travel, accommodation, consumables and third-party costs, which the Client will pay in addition.

3. SCOPE OF WORK AND STANDARD OF PERFORMANCE

3.1 The Work, the personnel and equipment to be provided, and the Price are set out in the Contract's schedule of rates or fixed price.

3.2 The Company shall perform the Work with reasonable skill and care, using suitably qualified and competent personnel, and in line with the specification, standards and procedures agreed in the Contract.

3.3 Dates and programmes are estimates unless the Contract expressly makes time of the essence. The Company shall not be liable for delay caused by the Client, the Client Group or a Force Majeure Event.

4. CHANGES IN THE WORK

4.1 The Client may request a change to the Work. The Company is not obliged to carry out a change until the parties have agreed in writing any adjustment to the Price and programme.

4.2 If the Company carries out a variation at the Client's request, or the Work is affected by a change in the Client's requirements, information, Site conditions or Applicable Law, the Company may claim an equitable adjustment to the Price and programme. Doing the work before the adjustment is agreed does not waive that right.

5. INDEPENDENT CONTRACTOR STATUS

5.1 The Company shall perform the Work as an independent contractor. Its personnel remain employees or contractors of the Company Group and are not employees, workers or agents of the Client.

5.2 The Company controls the employment, pay, supervision and discipline of its personnel. Nothing in the Contract creates a partnership, joint venture or employment relationship, and the parties do not intend any transfer of employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006 on the start or end of the Work.

6. PERMITS, REGULATIONS AND CLIENT INFORMATION

6.1 Where the Work is carried out at the Client's Site, the Client shall obtain, at its own expense, all permits, licences, consents and Site access needed, and confirms that the Work can lawfully be performed by the method proposed or normally used by the Company.

6.2 The Client must clearly state the specification to which the Work is to be performed and must provide all plans, drawings, procedures, asset data, inspection history and other documents the Company needs. The Client must also tell the Company in advance of any known hazards at the Site, including hazardous substances, confined spaces, radiation sources and structural or integrity concerns.

6.3 The Company may rely on the Client's information without checking it and is not responsible for errors or omissions in it.

7. AUTHORITY OF CLIENT'S REPRESENTATIVE AND STOP-WORK

7.1 The Company will act on the instructions of the Client's Representative. The Company decides the manner in which it performs the Work and shall not be obliged to carry out any part of it unless satisfied that it is safe to do so.

7.2 Every Company employee has authority to stop work at any time if they believe it is unsafe or contrary to Applicable Law or an agreed procedure. The Company shall not be liable for any resulting delay. Time lost is chargeable at the standby rate in the Contract (or, if none, at the normal day rate) unless the stoppage was caused by the Company's own failure to follow an agreed procedure.

7.3 The Company will follow the Client's reasonable Site safety rules that have been notified to it in advance.

8. CLIENT FACILITIES

8.1 Unless otherwise agreed, the Client shall provide, at no charge to the Company, reasonable facilities for the Company's personnel to work safely on Site, including emergency medical facilities, safe access, lifting, power, permit-to-work arrangements and other items specified by the Company.

8.2 For offshore Work, the Client shall also provide at no charge all necessary transport to and from the offshore location, accommodation, food and essential welfare facilities, and a means of communication between personnel on location and the Company's base for matters related to the Work.

9. SUB-CONTRACTING OF THE WORK

The Company shall have the right to sub-contract all or any part of the Work. The Company remains responsible to the Client for sub-contracted Work as if it had performed that Work itself.

10. PRICE AND INVOICING

10.1 The Company will invoice the Client monthly in arrears, or on completion of the Work if earlier. Where a Contract provides for milestone or advance payments, the Company will invoice those at the stated times.

10.2 Invoices will be in the currency stated in the Contract. The Price excludes VAT and other taxes, which the Client shall pay at the applicable rate on receipt of a valid tax invoice.

10.3 If the Client is required by law to withhold tax from any payment, the Client shall increase the payment so that the Company receives the amount it would have received without the withholding, unless the Company can recover that tax by credit or refund.

10.4 Where the Client has asked for expenses or third-party costs to be recharged, the Company will invoice them at cost plus the handling charge stated in the Contract.

10.5 Title to any goods supplied passes to the Client when the Company has received payment in full for them. Risk passes on delivery.

11. PAYMENT AND LATE PAYMENT INTEREST

11.1 The Client shall pay each invoice in full, in the invoiced currency and in cleared funds, within thirty days of the invoice date.

11.2 The Client may not make any set-off, deduction, counterclaim or discount, except for an amount it disputes in good faith under clause 12 or as required by law.

11.3 If the Client does not pay an undisputed amount by the due date, interest will accrue on that amount daily, from the due date until payment (before and after judgment), at 8% a year above the Bank of England base rate from time to time.

11.4 The Company is also entitled to compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

11.5 If any undisputed amount is more than 14 days overdue, the Company may, on 7 days' written notice and without liability, suspend the Work until the overdue amount and accrued interest are paid. The Client shall pay the Company's reasonable costs of suspension and remobilisation.

12. INVOICE QUERIES AND DISPUTES

12.1 The Client must tell the Company in writing of any error or query on an invoice, giving its reasons, within 14 days of receiving it. If it does not, the invoice is treated as accepted, except for fraud or manifest error.

12.2 The Client must pay the undisputed part of any invoice in accordance with clause 11. The parties will work in good faith to resolve the disputed part promptly, and the Company shall not be obliged to continue the Work while a dispute about payment remains unresolved beyond 30 days.

13. MUTUAL INDEMNITIES ("KNOCK-FOR-KNOCK")

13.1 The Company shall release, defend, indemnify and hold harmless the Client Group from and against all claims, losses and liabilities arising from: (a) injury, illness or death of any member of the Company Group's personnel; and (b) loss of or damage to the property of the Company Group, including the Company's tools and equipment, whether owned, hired or leased.

13.2 The Client shall release, defend, indemnify and hold harmless the Company Group from and against all claims, losses and liabilities arising from: (a) injury, illness or death of any member of the Client Group's personnel; and (b) loss of or damage to the property of the Client Group, including the installation, vessel, plant, pipeline, structure, well or goods on or in which the Work is performed, and any materials or equipment the Client supplies.

13.3 Pollution and contamination originating from the property of the Client Group, or from the Site, is the Client's responsibility. Pollution originating above the surface from the Company's equipment while in the Company's care, custody and control is the Company's responsibility. Each party indemnifies the other's Group accordingly.

13.4 Each party is responsible for claims by third parties for injury, death or property damage in proportion to the extent that its Group's negligence or breach of duty caused them.

13.5 The indemnities in this clause 13 apply whatever the cause, including the negligence, breach of duty (statutory or otherwise), strict liability or other fault of the indemnified party or any member of its Group, but not to the extent the loss is caused by that party's wilful misconduct.

13.6 The Client shall ensure that its co-venturers and other contractors on the Site have agreed reciprocal indemnities on the same basis as this clause 13, or that its indemnity under clause 13.2 extends to claims by them.

14. CONSEQUENTIAL LOSS

14.1 Neither party shall be liable to the other for Consequential Loss, and each party shall release, defend, indemnify and hold harmless the other party's Group against Consequential Loss suffered by its own Group, whatever the cause, including negligence or breach of duty.

14.2 "Consequential Loss" means loss of production, loss of product, loss of use, loss of revenue, loss of profit, loss of anticipated savings, loss of goodwill, business interruption, and any indirect or consequential loss, whether or not foreseeable.

15. LIMITATION OF LIABILITY, INSPECTION RESULTS AND CLIENT-SUPPLIED EQUIPMENT

15.1 Subject to clauses 13 and 14 and clause 15.6, the Company's total liability to the Client arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall not exceed 100% of the Price paid or payable for the Work under that Contract.

15.2 If Work is defective and the Client notifies the Company in writing within 30 days of completing that Work, the Company shall re-perform it at its own cost. This, together with the cap in clause 15.1, is the Client's sole remedy for defective Work. The Company is not liable for the cost of repairing or replacing the asset or any part of it.

15.3 Inspection, testing and reporting are carried out using the methods, standards and equipment stated in the Contract and have inherent limits of detection. The Company does not guarantee that every defect will be found. The Client is responsible for decisions it makes about the condition, integrity, repair, fitness for service and continued operation of its assets, whether or not it relies on the Company's reports.

15.4 The Company shall not be liable for loss or damage caused by a defect in, or the unsuitability of, equipment or materials that the Company did not manufacture, but the Company will give reasonable assistance to enable the Client to pursue appropriate remedies against the manufacturer, and will pass on the benefit of any manufacturer's warranty it can lawfully transfer.

15.5 Work done on the Company's premises or anywhere on behalf of the Client shall be subject to these terms so far as they can be applied. Client property at the Company's premises is at the Client's risk and clause 13.2(b) applies to it.

15.6 Nothing in the Contract limits or excludes liability for fraud, or for any liability that cannot be limited or excluded by law. This includes liability for death or personal injury caused by negligence, other than where it is allocated between the parties by an indemnity under clause 13 that the law permits.

16. INSURANCE

16.1 The Company shall maintain, at its own cost, with reputable insurers: (a) employers' liability insurance as required by law; (b) public and products liability insurance; and (c) professional indemnity insurance, each with limits adequate for the Work. It will give the Client a certificate of insurance on request.

16.2 The Client shall maintain insurance, or be self-insured, in support of its obligations under clauses 13 and 14.

16.3 To the extent of the liabilities each party assumes under clauses 13 and 14, each party shall ensure that its insurers waive rights of subrogation against the other party's Group, and shall name the other Group as additional insureds where its policies allow. The existence of insurance does not limit a party's obligations under the Contract.

17. FORCE MAJEURE

17.1 A "Force Majeure Event" is an event or circumstance beyond a party's reasonable control that prevents or delays it from performing an obligation (other than a payment obligation). It includes war, terrorism, insurrection, civil unrest, strikes or industrial action (other than by the affected party's own workforce), fire, flood, explosion, adverse weather and sea conditions, epidemic or pandemic, government action, embargoes, Sanctions, failure of public utilities or transport, and cyber-attack not caused by the affected party's failure to take reasonable precautions.

17.2 A party affected by a Force Majeure Event is not liable for failure or delay in performing the obligations affected, as long as it notifies the other party promptly, uses reasonable endeavours to limit the effect, and resumes performance as soon as it reasonably can.

17.3 While the Company's personnel and equipment are mobilised and unable to work because of a Force Majeure Event, including weather, the Company may charge standby at the rate in the Contract (or, if none, at the normal day rate).

17.4 If a Force Majeure Event lasts more than 60 days, either party may terminate the affected Work by written notice. The Client shall pay for Work performed, standby and reasonable demobilisation costs up to the termination date.

18. SUSPENSION, DELAY AND STANDBY

18.1 The Client may suspend all or part of the Work by written notice. The Client shall pay standby at the rate in the Contract (or, if none, at the normal day rate) for personnel and equipment held available, together with reasonable demobilisation and remobilisation costs.

18.2 If the Work is delayed or interrupted by the Client, the Client Group, the Client's information or instructions, Site conditions or lack of access or facilities, the Company may

claim standby and an equitable adjustment of the Price and programme.

19. TERMINATION AND CONTINUING OBLIGATIONS

19.1 Either party may terminate the Contract immediately by written notice if the other: (a) commits a material breach that cannot be remedied, or does not remedy a remediable material breach within 30 days of written notice; or (b) becomes insolvent, enters administration or liquidation, or ceases or threatens to cease business.

19.2 The Client may terminate or cancel all or part of the Work for convenience on 14 days' written notice. The Client shall pay for Work performed to the termination date, standby, demobilisation costs, and all costs the Company has reasonably committed (including non-cancellable third-party commitments), plus any cancellation charge stated in the quotation.

19.3 The Company may terminate on written notice if the Client does not pay an undisputed amount within 30 days of a written reminder.

19.4 Termination of the Work and/or the Client's acceptance of Work, or any part thereof, shall not release the parties from obligations which expressly or by their nature survive the Work or extend beyond termination and any acceptance of the Work. Clauses 1, 10 to 16, 19 to 22 and 26 to 32 continue after termination or completion.

20. CONFIDENTIAL INFORMATION

20.1 "Confidential Information" means all technical, operating, commercial or other information or data that one party (the Discloser) gives the other (the Recipient), or that the Recipient obtains from the Work, in connection with the Contract. It includes the Company's procedures, methods, rates and the terms of the Contract.

20.2 The Recipient shall keep Confidential Information confidential, use it only to perform or receive the Work, and not disclose it to anyone else, except as clause 20.3 allows. The Client shall make sure its personnel and other contractors also comply.

20.3 The Recipient may disclose Confidential Information: (a) to its Group's employees, officers, advisers, insurers, sub-contractors and (for the Client) co-venturers who need to know it and who are bound by equivalent confidentiality obligations; and (b) to the extent required by law, a court or a regulator, after giving the Discloser as much notice as the law allows.

20.4 Clause 20.2 does not apply to information that the Recipient can show: (a) was lawfully in its possession before disclosure; (b) is or becomes public other than through breach of the Contract; or (c) was lawfully obtained from a source independent of the Discloser.

20.5 These obligations shall continue in full force and effect during the Work and for a period of ten (10) years after completion or earlier termination.

21. INTELLECTUAL PROPERTY AND COMPANY PROPERTY

21.1 Each party keeps its existing intellectual property rights. The Company keeps all rights in its methods, procedures, software, techniques, drawings, tools and know-how, including any developed or improved while carrying out the Work.

21.2 Once the Client has paid for the Work, the Company grants the Client a perpetual, non-exclusive, royalty-free licence to use the reports, data and results the Company produces under the Contract for the Client's own business purposes, including operating, maintaining and assessing its assets, and sharing them with its co-venturers, regulators and professional advisers. The Client must not use the Company's other materials for other work or give them to a competitor of the Company.

21.3 The Company's equipment, tools and materials remain the Company's property. The Client shall take care of them while they are in its custody and return them on request or on completion of the Work.

22. PERSONAL DATA PROTECTION

22.1 Each party shall comply with Data Protection Legislation when handling personal data in connection with the Contract. Unless the parties agree otherwise in writing, each party acts as an independent controller of personal data it receives from the other, such as personnel names, contact details, qualifications, medical fitness and Site access information.

22.2 Each party shall use that personal data only for the purposes of the Contract and for Site access, safety and compliance, keep it secure against accidental or unlawful destruction, loss, alteration, disclosure or access, and not keep it for longer than necessary.

22.3 A party shall not transfer personal data it receives under the Contract outside the United Kingdom unless it has appropriate safeguards in place as required by Data Protection Legislation. Each party shall notify the other without undue delay if it becomes aware of a personal data breach affecting the other party's personal data.

22.4 Each party shall indemnify the other against fines and third-party claims that result from its own breach of this Clause 22, subject to clause 14.

23. ANTI-BRIBERY AND CORRUPTION

23.1 Company and Client shall uphold the highest standards of business ethics in the performance of the Work. Each warrants that it shall comply with all Applicable Law on bribery, corruption, fraud and tax evasion, including the Bribery Act 2010, the Criminal Finances Act 2017, the failure-to-prevent-fraud offence in the Economic Crime and Corporate Transparency Act 2023, the US Foreign Corrupt Practices Act of 1977, and the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, each as amended or replaced from time to time, together with the anti-bribery laws of each country where the Work is performed or either party is established.

23.2 Each party warrants that it has, and shall maintain throughout the Work, adequate policies and procedures designed to prevent bribery and corruption, and that it shall not offer, give, request or accept any improper payment or advantage in connection with the Contract.

23.3 On reasonable request, each party shall confirm in writing that it has complied with this clause 23. Either party may suspend or terminate the Contract immediately by written notice if the other breaches it.

24. SANCTIONS, TRADE CONTROLS AND MODERN SLAVERY

24.1 Each party warrants that neither it, nor any of its Affiliates, nor any director or officer of them, is the target of Sanctions or owned or controlled by a target of Sanctions. Each party shall comply with all Sanctions and export control laws that apply to the Work.

24.2 The Company is not required to perform, and may suspend or terminate, any Work that would breach Sanctions or export control laws, or would expose the Company Group to a risk of sanctions or penalties. The Company shall not be liable to the Client for doing so.

24.3 Each party shall comply with the Modern Slavery Act 2015 and all other Applicable Law on slavery, forced labour and human trafficking. The Company has zero tolerance towards slavery and human trafficking and has defined a set of indicators and controls to combat modern slavery and human trafficking in its organisation and supply chain. The Client shall operate to an equivalent standard.

25. HEALTH, SAFETY, ENVIRONMENT AND QUALITY

25.1 Each party shall comply with Applicable Law on health, safety and the environment. The Company will carry out the Work in line with its health, safety, environment and quality management system, and the Client's safety rules notified under clause 7.3.

25.2 Each party shall promptly tell the other of any accident, incident, near miss or environmental release connected with the Work and co-operate in any investigation. The Client shall tell the Company before the Work begins about any Site emergency procedures and muster or evacuation arrangements.

26. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

26.1 These terms together with the accepted quotation or proposal (and Standard Terms and Conditions specific to Base NDT (AF0411) if applicable) constitute the entire agreement between the parties hereto with respect to the Work, superseding all prior negotiations, representations or agreements relating to the Work either written or oral. The hire of equipment without personnel is governed by the Company's Conditions of Equipment Hire (AF0406) and not by these Terms.

26.2 Each party confirms that it has not relied on any statement or representation that is not set out in the Contract. This does not limit liability for fraud.

26.3 These terms apply to the Work to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms of the Client's attached to any purchase order, work tickets or other documentation are hereby rejected by the Company and shall be of no force or effect, unless expressly agreed in writing by a person authorised by the Company's directors.

26.4 If there is a conflict, the following order of precedence applies: (a) any written amendment signed by a person authorised by the Company's directors; (b) the accepted quotation; (c) these terms.

27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

27.1 Except as stated in clause 27.2, no person who is not a party to the Contract has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

27.2 Members of the Company Group and the Client Group may enforce clauses 13 and 14 as if they were parties, subject to the terms of the Contract. The parties may vary or end the Contract without the consent of any third party, even if that changes or removes a third party's rights under this clause 27.2.

28. ASSIGNMENT

28.1 Neither party may assign, transfer or sub-contract its rights or obligations under the Contract (other than sub-contracting under clause 9) without the other's prior written consent, which must not be unreasonably withheld or delayed.

28.2 The Company may, without consent, assign or transfer the Contract or any right under it to a member of CAN Group, or to a successor to all or part of the business to which the Contract relates, on written notice to the Client.

29. NOTICES

29.1 A notice under the Contract must be in writing and sent by hand, by recorded or international courier delivery, or by email, to the address or email address in the Contract or later notified by that party.

29.2 A notice is treated as received: if delivered by hand, on delivery; if sent by courier, on the date of delivery recorded by the courier; and if sent by email, at the time of sending (or, if that is not on a Business Day or is after 5.00 pm, at 9.00 am on the next Business Day).

30. VARIATION AND WAIVER

30.1 A change to the Contract is effective only if it is in writing and signed by an authorised person for each party, subject to clause 4.

30.2 A failure or delay in exercising a right or remedy is not a waiver of it, and a single or partial exercise does not prevent its later exercise.

31. SEVERANCE

If a court or authority decides that any provision of the Contract is invalid, illegal or unenforceable, it will apply with the minimum change needed to make it valid, and the rest of the Contract is not affected.

32. GOVERNING LAW AND JURISDICTION

32.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, are governed by the law of England and Wales.

32.2 The courts of England and Wales have exclusive jurisdiction over any such dispute or claim. The Company may, however, bring proceedings to recover any sum due, or to obtain urgent interim relief, in any court of competent jurisdiction.