

**Article 1 - Definitions**

The following terms in the Procurement Terms & Conditions are defined as follows:

<b>Acceptance</b>	of the tests of the Products in accordance with the provisions of Article 10;
<b>J2</b>	means either J2 Subsea Ltd;
<b>J2 Group</b>	means J2, its affiliates, and its and their employees, agents, servants, directors, officers or invitees;
<b>Supplier</b>	any natural person or legal entity with whom J2 is in negotiation and/or from whom J2 orders Products and/or Services;
<b>Supplier Group</b>	means the Supplier, its affiliates, its sub-suppliers or subcontractors or any tier and their respective affiliates, and its and their respective employees, agents, servants, directors, officers or invitees;
<b>Contract</b>	the written agreement between J2 and the Supplier, and any amendments thereto, concerning the supply of Products and/or Services;
<b>Products</b>	all goods supplied, including the results of Services and/or software, at any time under the terms of the Contract, irrespective of whether the Contract relates purely to the supply of the goods, or/also of Services;
<b>Rental Item</b>	means the items hired by the Supplier to J2, required for the performance of the Services under the Contract;
<b>Services</b>	all work of any nature howsoever described (e.g. service provision, commencement of work, contracting out) performed by the Supplier for the benefit of and in consideration for J2, whether or not in connection with the supply of Products;
<b>Supply: i)</b>	supply of Products: to give possession of, or control over, the Products to J2, together with any assembly/installation of such Products;
<b>ii)</b>	supply of Services: the performance of Services by the Supplier either on J2's instructions or pursuant to the nature of the agreement between the Parties;
<b>Description</b>	of the Products and/or Services supplied by J2 at any time, as specified or otherwise referred to in the Contract or, in the absence of such description, the description normally applied to such Products or Services;
<b>Party, Parties</b>	J2 and/or the Supplier, as the case allows.
<b>Third Party</b>	a person which is not a member of J2 Group or Supplier Group.

**Article 2 - Scope**

- 2.1 These Procurement Terms & Conditions apply to all requests, offers and orders for the supply of Products and/or Services by the Supplier to J2 and any and all negotiations conducted in this respect. The applicability of procurement terms and conditions, or any other terms of the Supplier are herewith explicitly rejected.
- 2.2 In the event of any discrepancy between the documents forming the Contract, these Procurement Terms & Conditions shall take precedence.

**Article 3 - Binding Contracts and their Amendment**

A Contract is binding either when J2 has placed a written order, or when the Supplier has provided a written offer that is accepted in writing by J2. Any amendment to any term of the Contract and/or these Procurement Terms & Conditions must be agreed in writing. If such an amendment is agreed, it only applies to the relevant Contract. J2 may withdraw from any negotiations at any time, without the need to give reasons or to pay any compensation or the obligation to continue the negotiations.

**Article 4 - Price and Price Adjustment**

- 4.1 The Supplier must furnish prices in the currency stated within quotation request, unless otherwise agreed. The prices are fixed unless the Contract specifies circumstances in which the price could be adjusted and the method for making such adjustment.
- 4.2 Unless agreed otherwise, the specified price includes all costs involved in performing the Supplier's obligations. Prices for Products include, but are not limited to, standard postage and packaging free from import duties. Prices for Services include, but are not limited to, all travel and/or accommodation costs. Prices for all Products and Services include all preparatory work necessary for complying with the J2' requirements, and the Description.

**Article 5 - Invoicing and Payment**

- 5.1 Invoices from the Supplier must be in writing, in the agreed currency, and itemised in accordance with J2 instructions. J2 may pay the invoice, including taxes, within 60 days upon receipt of the actual invoice (not the invoice date). If an invoice is not received by J2 within 60 days of the contract being completed the invoice will be rejected. Any invoice submitted which does not match a J2 purchase order will be placed on hold until resolved. J2 is entitled to suspend payment if it discovers any defect in any Product or the installation/assembly thereof, or in any Service.
- 5.2 J2 is entitled to reduce the amount of the invoice by amounts that the Supplier owes J2. Payment by J2 under no circumstances constitutes any waiver of rights.

**Article 6 - Transfer and Obligations**

- 6.1 The Supplier must perform the Contract, unless J2 has specifically consented in writing to the use of subcontractors or purchases from Third Parties, or has given written instructions to such effect. The Supplier is fully responsible for any third-party involvement in the performance of the Contract, as though it were its own performance. The Supplier also indemnifies J2 against any claims brought by any Third Party involved in such performance.
- 6.2 The Supplier will not transfer, assign or pledge any of the rights and obligations ensuing from the Contract to a Third Party without prior written consent of J2.
- 6.3 The Supplier hereby acknowledges that compliance with the time schedule is an essential condition of the Contract. For any Supply made after the date stated in the Contract, the Supplier shall be liable (without

prejudice to any other contractual rights and remedies J2 may have under the Contract) for payment of liquidated damages for delay at 1% per day up to a maximum of 15% (fifteen percent) of the Contract value.

#### **Article 7 - Delivery**

- 7.1 The Supplier shall deliver the Products and/or Services properly packed and marked, secured and, if required, insured, such that they reach J2 by normal means of transport in good condition. The Supplier must deliver the Products and/or Services at its own expense and risk on the date, or within the time limit, specified in the Contract, to a destination specified by J2 and in accordance with the J2 instructions.
- 7.2 Unless agreed upon otherwise explicitly in writing, the agreed delivery date or agreed period for performance of the Contract is a firm deadline. In the event of a failure to meet this firm deadline, the Supplier will automatically be in default without the need to issue a prior notice of default.
- 7.3 Unless agreed otherwise in writing, the period for performing the Contract commences on the date the Contract is signed.
- 7.4 The Supplier must immediately notify J2 in writing of any threatened delay to the delivery date or period for performance. Such notice shall have no effect on any consequences of the breach by virtue of the Contract or statutory provisions.
- 7.5 J2 is entitled to postpone delivery. In such a case, the Supplier shall package the Products properly, store them separately and identify them, preserve them, secure and insure them free of charge.
- 7.6 The Supply includes delivery of all auxiliary materials and documentation related to the Products and/or Services, including, but not limited to, ECCN and HS product code information, required licenses, drawings, datasheets, detailed function lists, quality, inspection, and/or warranty certificates, maintenance and instruction booklets, and all other manuals necessary for an optimal functioning of the delivered Products and/or Services. Supplier will, immediately and free of charge, provide J2 with updates of the materials mentioned in this Article 7.6.

#### **Article 8 - Performance, Increase / Reduction in Supply**

- 8.1 The Supplier must perform the Contract in strict compliance with the Description.
- 8.2 The Supplier must follow timely and responsible directions given by J2 in relation to the performance of the Contract.
- 8.3 J2 is entitled either before or during the performance of the Contract to make changes to the Description. The Supplier confirms that it is prepared to perform such amended Contract, having regard to the provisions under Articles 8.4 through 8.6 below, with regard to additional/less work, but otherwise subject to these Procurement Terms & Conditions.
- 8.4 If the performance required of the Supplier as a result of a change to the Description is demonstrably less, the reduction in work is to be discussed between the Parties.
- 8.5 If the performance required of the Supplier as a result

of a change to the Description is demonstrably greater, or expanded, then there is an increase in work for which the Supplier will receive additional payment. If the Supplier believes it is entitled to a payment for additional work, it shall issue an offer relating to the scope of the anticipated additional work. The Supplier shall not commence performance of the relevant work until it has received written offer and according instructions from J2 to do so. The Supplier shall not be entitled to charge J2 for any anticipated additional work without having received formal offer and written instructions (as the case may be) thereto from J2 in accordance with this Article.

- 8.6 Additional work that the Supplier could and should have foreseen at the time of entering into the Contract is specifically not deemed to be additional work.

#### **Article 9 - Transfer of Ownership and Risk**

With the exception of Rental Items, ownership of the Products passes to J2 at the time of Supply and once, where necessary, they have been assembled/installed, or such earlier time as Supply is deemed completed under the applicable statutory provisions. The risk of damage to, or loss of, the Products transfers to J2 on Acceptance.

#### **Article 10 – Quality and Acceptance**

- 10.1 The Supplier shall carefully and continuously monitor the quality of the Products and/or Services in order that the Products and/or Services are in compliance with requirements that can be imposed thereon pursuant to the Contract.
- 10.2 At the first request of J2, the Supplier shall offer J2, or the authorized representative of J2, the opportunity to inspect all aspects of the Contract, among others, at the facilities of the Supplier or those of a Third Party appointed by the Supplier. Non-performance of such inspection does not release the Supplier of any obligation or liability ensuing from the Contract.
- 10.3 J2 shall examine the Products and/or Services within a reasonable period of delivery or performance to check that everything complies with the terms of the Contract.
- 10.4 Acceptance extends only to the outward appearance of the Products or physical performance, or the visible result of the Services are in accordance with the Contract, the requirements of J2 and the Description.
- 10.5 If the Products and/or Services are rejected by J2, or if in the reasonable judgement of J2 it appears that these are not in accordance with the Contract, the Supplier shall be informed as quickly as possible about the nature and extent of the defect discovered. The Supplier shall then be given the opportunity to repair/remedy the defect within a reasonable period not exceeding ten (10) working days, or to supply replacements. Notwithstanding the foregoing, Supplier must respond to any J2 issued Non-Conformance report within ten (10) working days.
- 10.6 If, in the reasonable judgement of J2, the repair or replacement described in Article 10.5 above is not possible or is not performed within the specified time by the Supplier, then J2 is entitled to take the

necessary steps and recover the relevant costs from Supplier, including the extra expenses reasonably incurred by J2 to obtain replacement Products and/or Services, such without prejudice to J2' other rights.

- 10.7 For Supply of software and without prejudice to the provisions of this Article 10, the following applies. Irrespective of the Acceptance of the software, J2 reserves the right to reject the software during a period of ninety (90) days after Acceptance thereof, if the software appears to contain flaws. J2 will not reject the software if flaws are of minor importance and do not prevent the proper functioning of the software. The Supplier will immediately correct the flaws in consultation with and to the satisfaction of J2.

#### Article 11 - Breach of Contract and Force Majeure

- 11.1 If the Supplier is in breach of all or any part of an obligation under the Contract, then it is automatically in default without the need of J2 to serve notice of default.
- 11.2 J2 is entitled to terminate the Contract in accordance with Article 15 hereof. In such a case, the Supplier cannot claim any kind of compensation.
- 11.3 In the event of force majeure, the obligations of both Parties are suspended until such time as the reason for force majeure has ceased to exist. In the event of force majeure and termination as a result thereof, neither Party may claim any kind of compensation. 'Force majeure' here
- 11.4 Even if the Supplier argues that a particular breach cannot be attributable to it, J2 is nevertheless entitled to terminate the Contract in accordance with Article 15 below. In such a case, the Supplier cannot claim any kind of compensation. In the event of force majeure and termination as a result thereof, neither Party may claim any kind of compensation. 'Force majeure' here is limited to unforeseen circumstances from outside, over which the Supplier has no influence whatsoever, and by virtue of which it is unable to comply with its obligations. 'Force majeure' does not include strikes, excessive sick-leave of personnel, any temporary or permanent lack of personnel, fire, technical or other defects within the office of the Supplier or external parties engaged by the Supplier, (cost) price increases, the shortage of raw materials and/or services necessary for the production process, a claim by the Supplier not to possess adequate information from J2 or incorrect information from or concerning J2, or an allegation by the Supplier of inadequate co-operation by J2.

#### Article 12 - Warranty

- 12.1 The Supplier warrants that the Products and/or Services it supplies are of the proper standard. This warranty includes as a minimum that:
- a) the Products and/or Services are suitable for the purpose for which the Contract was entered into and comply with the relevant terms in the Contract;
- b) the Products and/or Services are entirely in accordance with the Description;
- c) the Products and/or Services are new (notwithstanding Rental Items which shall not necessarily be 'new'), of good quality and free of

errors concerning design, processing, manufacture, construction and measurement, that they are free of defects in the materials used, and that they provide the safety that may be expected of them as per international standards;

- d) the Products and/or Services are entirely complete and ready for use, such that the Supplier supplies all such Products together with (spare) parts, documents, tools, user guides and instruction manuals, even if such ancillary items are not specifically referred to;
- e) the Products and/or Services satisfy all relevant standards and regulations concerning, for example, quality, environment, health and safety;
- f) the Products and/or Services also satisfy the requirements that are reasonable to impose and the standards that J2 may reasonably expect;
- g) in the case of software and without prejudice to the other warranties set forth in these Procurement Terms & Conditions: contain no undefined functionality or viruses and that the technical and functional qualities meet the agreed specifications;
- 12.2 The Supplier warrants that, during the term of the Contract, it will have available the knowledge and capacity necessary for the proper execution of the Supply to be carried out under the Contract.
- 12.3 The Supplier shall, at its own expense and at the first request of J2, immediately repair and/or replace the noted defects pursuant to a breach of the warranty obligations set forth in these Procurement Terms & Conditions.

#### Article 13 - Intellectual Property

- 13.1 All intellectual property rights, including, but not limited to patent rights, (use of) designs, brand names and know-how which can be exercised now or in future, wherever and whenever, for the purposes of use as well as for the purposes of exploitation by J2 of any bespoke Products specifically developed by Supplier for J2 will be vested in J2. These rights will be assigned under the Contract by the Supplier to J2, which assignment of rights is, to the extent required, accepted by J2 in advance immediately after the creation of those rights.
- 13.2 The Supplier grants J2 a non-exclusive, irrevocable, worldwide and perpetual license for all (parts of) Products other than as referred to under Article above covering all and any of its intellectual property rights to the Products and/or Services, including, but not limited to patent rights, (use of) designs, brand names and know-how. Under such licence J2 is entitled to use, market and exploit the Products, including the right to change, (re-)process and repair them, as well as the authority to supply the Products to, or allow them to be used by, a Third Party whether or not they form a part of other goods. Payment for such licence is included in the price.
- 13.3 The Supplier must provide the relevant documentation to J2 either before or at the same time as the Supply. J2 may use these documents as it sees fit, including copying them for its own use.
- 13.4 The Supplier warrants the free and undisrupted use by J2 of the Products and/or Services supplied

without infringement of any patent, trademark or other Third Party right. The Supplier indemnifies J2 in this respect against the financial consequences of any Third Party claim alleging infringement of intellectual property rights.

#### **Article 14 - Indemnity and Insurance**

- 14.1 The Supplier shall at all times be responsible for and shall defend, indemnify and hold J2 Group harmless from and against any and all claims, damage, loss, cost and expense in respect of:
- a) death or personal injury to any personnel of Supplier Group;
  - b) loss of or damage to the property of Supplier Group (whether owned, hired or otherwise provided for the purposes of or in connection with the Services);
  - c) death or personal injury and loss or damage to property of a Third Party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier Group;
  - d) any pollution caused in the course of its performance of the Services, originating from Supplier's property, equipment or premises;
  - e) loss of or damage to the property of J2 Group where such property is in the custody and/or control of Supplier Group, such custody and/or control ceasing on delivery; and
  - f) any alleged or actual infringement of any patent or proprietary or protected right, arising out of or in connection with the performance or non-performance of the Services or the relevant purchase order.
- 14.2 The Supplier shall sufficiently insure itself against:
- a) Professional and/or corporate liability;
  - b) Employer liability;
  - c) Product and service liability; and
  - d) Professional liability for information technology companies (only applicable if the Supplier provides Products and/or Services in the field of computerisation).
- e) Employee liability; J2 shall not be liable for any Supplier employee.
- 14.3 The insurance policy(ies) for the liabilities referred to herein, will provide coverage to an amount(s) that conform to or exceed statutory requirements and/or applicable industry norms.
- 14.4 At J2 first request, the Supplier will immediately provide copies of the insurance certificates. The Supplier will not terminate the (these) insurance contract(s), or modify or respectively reduce the terms of the (these) contract(s) and the insured amount(s) to the prejudice of J2, without prior written permission from J2. The insurance premiums payable by the Supplier are considered to be included in the agreed prices and rates.
- 14.5 J2 shall at all times be responsible for and shall defend, indemnify and hold Supplier Group harmless from and against any and all claims, damage, loss, cost and expense in respect of:
- a) death or personal injury to any personnel of J2 Group;
  - b) loss of or damage to the property of J2 Group (whether owned, hired or otherwise provided for the purposes of or in connection with the Services);

- c) death or personal injury and loss or damage to property of a Third Party to the extent that the same is caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier Group;

#### **Article 15 - Termination**

- 15.1 J2 is entitled to terminate all or any part of the Contract in writing without the requirement for notice of default or court order, if:
- a) The Supplier is in default of its obligations under the Contract or other contracts derived thereunder;
  - b) The Supplier is declared insolvent, is granted or applies for a moratorium of its business, ceases operations or is in liquidation, or property of Supplier is subject to an attachment order;
  - c) The Supplier transfers all or any part of its business to a Third Party, whereby control vests in different hands;
  - d) The Supplier or any of its subordinates or representatives offers or supplies any benefit to any person involved in the business of J2 or to any of its subordinates or representatives.
- 15.2 J2 is entitled to terminate the Contract for J2's convenience by means of a written notification to the Supplier, with a notice period of thirty (30) calendar days.

#### **Article 16 - Confidentiality, Documentation**

- 16.1 The Supplier, its personnel and any Third Parties it engages must not disclose any information concerning the business of J2 that it learns of in connection with the Contract and performance thereof, including the nature of, reasons for and results of Services performed by the Supplier, without the written consent of J2.
- 16.2 The Supplier is entitled to use the information supplied by J2 only for the purposes of performance of the Contract.
- 16.3 All designs, drawings, models, pictures, films, photos, stamps and other materials supplied by J2 to the Supplier or manufactured or purchased by the Supplier at the expense of J2, remain / become the property of J2 and shall be returned to J2 either on J2 first request or on Supply of the Products or Services at the latest.

#### **Article 17 - Safety, Health and the Environment**

- 17.1 The Supplier, its personnel and any Third Parties it engages must comply with all statutory health, safety and environmental regulations, as well as with any company rules and regulations imposed by J2 with regard to health, safety and the environment. A copy of such rules and regulations will be made available to the Supplier immediately on request, and free of charge.
- 17.2 In addition and without prejudice to the provisions of this Article 17, the Supplier has to strictly follow all safety and access instructions issued by authorized representatives of J2 when performing Services or supplying Products on the premises of J2.
- 17.3 Should, in the reasonable opinion of J2, an employee of the Supplier be unsatisfactory or inadequate, J2 shall consult with the Supplier. The Supplier shall, on first request of J2 replace the employee concerned,



as soon as possible. J2 is authorised to deny anyone access to its premises or otherwise.

- 17.4 The Supplier shall report the arrival of personnel to the responsible J2 official. The Supplier ensures that its employees and/or Third Party employees have sound identity papers and documents which show that the person concerned is employed by the Supplier.

#### Article 18 - Taxes

All duties and taxes which the Supplier is required by law to collect from J2 are included in the price. The Supplier shall pay all taxes and social contributions relating to the Supplier's employees, and shall indemnify J2 against claims made by the Supplier's employees, agents or subcontractors for such taxes, contributions and levies. If J2 is required to pay any taxes or contributions on behalf of the Supplier, J2 shall have recourse against the Supplier for the full amounts paid, plus interest.

#### Article 19 - Variations

J2 may at any time, upon written notice to Supplier, make change(s) to the relevant purchase order. In the event that J2 and Supplier anticipate that such change(s) will directly affect the price of the Services (whether by way of increase or decrease) and/or the timing of performance of the Services (whether by way of shortening or extending), J2 and Supplier shall meet and discuss in good faith an equitable and proportionate adjustment to price and/or delivery.

#### Article 20 - Jurisdiction, Disputes, Entire Agreement

- 20.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales

- (i) Any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration by the London Maritime Arbitrators Association ("LMAA") under its then current commercial arbitration rules.
- (ii) The arbitral tribunal, to be appointed in accordance with the arbitration rules, will consist of one arbitrator. However, if either Party asserts the amount in controversy exceeds GBP £10 million (Ten Million Pounds Sterling), then the tribunal will consist of three arbitrators.
- (iii) The seat of the arbitration will be London, England.
- (iv) The language of the arbitration will be English.

- 20.2 These J2 Procurement Terms & Conditions shall apply between J2 and Supplier and represent the entire agreement between them in respect of the provision of the Services under the relevant purchase order and supersede all agreements (whether oral or

written) or representations between the Parties relating to the subject matter.

#### Article 21 – Anti-facilitation of tax evasion

- 21.1 The Supplier shall during the term of this agreement:
- a) not engage in any activity, practice or conduct which would constitute either:
    - i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
    - ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
  - b) comply with the Acteon 'Supplier Code of Conduct' including Ethics, Anti-bribery and Anti-Corruption Policies and relevant industry code on anti-facilitation of tax evasion, in each case as J2 or the relevant industry body may update them from time to time;
  - c) establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Article 21.1 a);
  - d) notify J2 in writing if it becomes aware of any breach of Article 21.1 a) or has reason to believe that it has received a request or demand from a Third Party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement];
  - e) if applicable, within two (2) months of the date of this agreement, and annually thereafter, certify to the J2 in writing signed by an officer of the Supplier, compliance with this Article 21 by the Supplier and all persons referred to in clause 21.2. The Supplier shall provide such supporting evidence of compliance as J2 may reasonably request.
- 21.2 The Supplier shall ensure that any its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 21 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to J2 for any breach by such persons of any of the Relevant Terms.
- 21.3 Breach of this Article 21 shall be deemed a material breach under Article 11.
- 21.4 For the purposes of clause 21, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

#### Article 22 – Business Ethics

No Party shall violate any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, money-laundering, terrorism, sanctions, collusion or anti-trust, human rights violations (including forced labour and human trafficking), use of Conflict Minerals or similar activities which are applicable to either Party or to any jurisdiction in which any work under this Contract is performed and which shall include: (i) the United Kingdom Bribery Act 2010, (ii) the United Kingdom Modern Slavery Act 2015, (iii) the United States Foreign Corrupt Practices Act 1977, (iv) any related enabling legislation

pursuant to the OECD Convention.

**Article 23 – Free Issue Materials** Title in all free issue materials or items shall remain with J2 at all times and must only be used for the purpose of the Contract. The Supplier shall, on completion or earlier termination of the contract, return to J2 all free issue materials and items which are in the supplier's possession, care, custody or control. Risk of the free issue material or items shall remain with the supplier whilst the free issue materials or items are in the possession, care, custody or control of the supplier and the supplier shall indemnify J2 Group against all loss or damage to the free issue materials or items.

#### **Article 24 – Consequential Loss**

Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages provided for in the Contract, Supplier shall save, indemnify, defend and hold harmless J2 Group from Supplier Group's own Consequential Loss, and J2 shall save, indemnify, defend and hold harmless Supplier Group from J2 Group's own Consequential Loss, arising from or relating to or in connection with the performance or non-performance of the Contract and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party and its respective Group. Consequential Loss means consequential or indirect losses under applicable law, loss and/or deferral of production, loss of product, loss of use, loss of revenue, business interruption, loss of profit or anticipated profit, or any other similar direct or indirect loss whether or not foreseeable at the commencement date of the Contract.

#### **Article 25 – Legal Requirements**

In performing any work under the Contract, the Supplier will observe and comply with all Legal Requirements in its area, location, country of its performance. If any part of this Contract is in conflict with any local laws/Legal Requirements, the Supplier must immediately bring it to the notice of J2 and work towards a mutual remedy.

#### **Article 26 – Inspection, Testing and Audit**

J2 representative is entitled to expedite, inspect and witness tests on the Products at the Supplier's and any subcontractor's premises. The Supplier must allow J2 reasonable access to the Supplier's and any subcontractor's premises for this purpose. The Supplier must make this a condition of any subcontract. J2 shall have the right to inspect and/or test the Products at any time before delivery. Supplier shall give J2 at least 7 days' notice of the Products being ready for inspection or testing and shall not dispatch the Products until J2 has confirmed whether it wishes to inspect and/or test them. The Supplier shall, at no cost to J2, remedy any defect in the Products notified by J2 following inspection if it does not meet the Specifications as instructed by J2 on the Purchase Order and in this Contract. J2 shall be entitled to require Supplier to provide certificates of origin or test certificates for the Products at any stage of manufacture or assembly. Such certificates must clearly state any item/equipment numbers. No inspection or test will release Supplier from any of its obligations under the Contract. Supplier shall remain fully responsible for the manufacture, supply and delivery of the Products. During the course of the Supply and for a period ending six (6) years thereafter, J2 or its duly authorised representative, shall have the right to audit, upon request, take copies of all of the

Supplier's records, books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to: (a) all invoiced charges made by the Supplier to J2; and (b) any provision of this Contract under which the Supplier has obligations, the performance of which is capable of being verified by audit. In this respect J2 shall not be entitled to investigate the make-up of rates and lump sums included in the Contract except to the extent necessary for the proper evaluation of any variations.

#### **Article 27 – Subcontractors/Sub-Suppliers**

Supplier shall not subcontract the Products or Services under the Contract in whole or part without the written agreement of J2. The Terms of the Contract shall apply mutatis mutandis to any subcontractor or supplier, and Supplier shall not be relieved of any of its obligations under the Contract as a result of such subcontract or supply.

#### **Article 28 – Rental Items**

Unless otherwise agreed and expressly stated elsewhere in the Contract or purchase order: (a) The Supplier is responsible for the delivery and all costs associated with the delivery of the Rental Items to J2 premises. (b) The Supplier, where appropriate, is responsible for the installation of the Rental Items. (c) The Rental Items must be of the best quality and workmanship, free from faulty design and defects, suitable for the purpose intended and conform to the Contract requirements and any applicable national, state, or international standards. (d) The Supplier must furnish all operating manuals and instructions for the Rental Items in accordance with and within the timeframe stated in the Contract.

#### **Article 29 – Duration of Rental**

The rental will continue for the period specified in the Contract or until J2 notifies the Supplier that the Rental Items are available for collection, whichever is the earlier. If J2 continues to retain possession of the Rental Items, with the Supplier's consent, beyond the period specified in the Contract, J2 shall be deemed to have leased the Rental Items on a day-to-day basis on the same terms as the Contract, including any changes necessary to make the terms appropriate for a daily rental. The Supplier will provide a report, at intervals agreed between the Parties, to identify equipment it currently has on hire to J2.

#### **Article 30 – Rental Items Defects**

During the term of the rental, J2 will notify the Supplier of any defect in the Rental Items as soon as practicable after becoming aware of such defect. The Supplier must, at its own expense, do all things necessary to remedy the defect and must reimburse J2 for any costs incurred in connection with the defect, including the cost of J2 remedying the defect if the Supplier does not do so within a reasonable period following notice. If a defect cannot be remedied, the Supplier must make replacement Rental Items available for lease to J2 in accordance with the terms of the Contract.

#### **Article 31 – Rental Items Maintenance and Repair**

The Supplier will be responsible for carrying out all routine and non-routine maintenance of the Rental Items that may be required during the term of the rental and should consult with J2 on timelines/schedule for the maintenance to be carried out. The Supplier will maintain the Rental Items in good and

operable condition.

**Article 32 – Rental Item Insurance**

The Supplier is responsible for insuring the Rental Items for their full replacement value against accidental loss or damage.

**Article 33 – No Encumbrances**

The Supplier shall ensure that no Rental Items are sold or otherwise disposed of by Supplier during the rental period without prior written consent of J2, which consent shall not be unreasonably withheld.

**Article 34 – Termination**

At the end of the term of the rental or upon the termination of the Contract for any reason, the Rental Items will be returned to the Supplier subject to fair wear & tear. All costs associated with the return and delivery of the Rental Items from J2 to the Supplier will be borne by the Supplier unless otherwise agreed in the purchase order.

**J2 Subsea Limited** is a company registered in Scotland with company number SC344830 whose registered office is at 2 Marischal Square, Broad Street, Aberdeen, AB10 1DQ;