



Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

Bluewater General Terms and Conditions for Purchase of Materials and Services

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

BLUEWATER GENERAL TERMS AND CONDITIONS for PURCHASE OF MATERIALS AND SERVICES

1. DEFINITIONS

"Goods": all materials, equipment, documentation, deliverables, drawings, manuals, calculations, services, work and any other activities necessary to make the Goods complete that Supplier is required to carry out in accordance with the P.O.

"INCOTERMS": the relevant trade conditions as per the latest version of the INCOTERMS as published by the International Chamber of Commerce of Paris and in force on the date of the written acceptance of the P.O., as specified in the P.O.

"Party": either Purchaser or Supplier.

"Parties": both Purchaser and Supplier.

"P.O.": the standard purchase order form issued by Purchaser, these T&C's and all attachments, amendments, or revisions thereto, which together constitute the contract formed by the acceptance of this P.O. in accordance with Clause 2 below.

"Purchase Price": is the agreed price to be paid by Purchaser for the Goods as further defined in Clause 7.

"Purchaser": the company named in the P.O. to purchase Goods and shall include Purchaser's legal representatives, successors and assigns.

"Purchaser's Client": the (ultimate) client of Purchaser, and its successors and assigns.

"Purchaser Group": the Purchaser, Purchaser Client, its and their (sub)contractors in any tier not being part of Supplier's Group, Purchaser's ultimate parent, its and their parent's affiliates and associated companies in any tier, and its and their respective directors, employees and agents (including agency personnel).

"Regulatory Authorities/Verification Bodies": the regulatory authorities/verification bodies as mentioned in the P.O. and/or the regulatory authorities/verification bodies having jurisdiction in the country where the Goods are being manufactured, transported, imported, exported, operated and used.

"Supplier": the person or company named in the P.O. to perform the P.O. and shall include Supplier's legal representatives, successors and assigns.

"Supplier Group": Supplier, its (sub)contractors in any tier required to perform any part of the P.O., Supplier's parent's and affiliates and associated companies and all of the aforementioned companies' directors, employees and agents including agency personnel.

"T&C's": these General Terms and Conditions for Purchase of Materials and Services.

"Worksite": all locations where the P.O. is to be performed whether on- or offshore.


2. CONDITIONS OF PURCHASE

The acceptance of the P.O. occurs by way of returning the acknowledgement copy attached to the P.O. duly signed and stamped by Supplier's authorised representative or acceptance via electronic means (Maximo only) and supersedes all previous negotiations and agreements between Purchaser and Supplier. No terms and conditions introduced, offered, relied on or referred to by Supplier, whether in negotiations or at any stage in the dealings between the Parties, shall form part of the P.O., unless expressly agreed in writing by Purchaser.

In case of any inconsistencies in the wording of the documents forming part of P.O. the order of priority shall be as listed in the P.O.

3. SUPPLIER'S GENERAL OBLIGATIONS

Supplier shall provide all management, supervision, personnel, materials and equipment to perform its obligations under the P.O. The Supplier shall carry out all its obligations under the P.O. and shall execute the P.O. with all due care and diligence and in accordance with all requirements set forth in the P.O. and in accordance with the best practices and highest standards pertaining to the oil and gas industry.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

4. QUALITY AND DESCRIPTION

Supplier shall ensure that the Goods shall:

- (a) conform strictly as to quantity, quality and description with the specifications and particulars set out in the P.O.;
- (b) be of satisfactory quality and be fit for the purpose for which the Goods are supplied to Purchaser under the P.O.;
- (c) be free from defects in design, materials and workmanship.

5. DELIVERY CONDITIONS

The Goods shall be delivered in accordance with the INCOTERMS specified in the P.O., and if no INCOTERMS have been specified, delivery shall occur at the location instructed by Purchaser and shall be completed on completion of unloading of the Goods at the delivery location instructed by Purchaser. Delivery of the Goods is only allowed after written approval by Purchaser of the Goods being ready for Delivery and, if required in the P.O., after acceptance by the Regulatory Authorities/Verification Bodies. The Goods shall be properly packed, secured and labelled in accordance with accepted industry practice and as per P.O. requirements. All associated costs are deemed to be included in the Purchase Price unless the P.O. explicitly states otherwise. Delivery shall not constitute acceptance of the Goods.

6. DELIVERY TIME

With regard to the delivery of the Goods, time is of the essence. If any Goods are not delivered at the location specified in the P.O. within the time specified in the P.O. or within a reasonable time if no time is specified, Purchaser may, irrespective of Purchaser's other rights, either (i) refuse to accept the Goods and terminate the P.O. in accordance with clause 22; or (ii) cause Supplier to ship the Goods by the most expeditious means of transportation, at Purchaser's discretion to a location appointed by Purchaser, whereupon any transportation charges (including costs for cancellation of transport orders) and other costs related to that delay in excess of those agreed in the P.O. shall be for the account of the Supplier. Supplier is responsible to take all appropriate measures to avoid delay and immediately inform Purchaser of any potential delay in respect to the P.O. delivery date. Costs for such measures shall not be reimbursed by Purchaser. Supplier shall submit to Purchaser a production schedule for approval within the period specified in the P.O. Any deviation from the production schedule shall be reported immediately to Purchaser.


7. PURCHASE PRICE

The price which Purchaser has agreed to pay for the Goods shall be the price set out in the P.O., or, if no price is stated, the price shall be calculated on the basis of the rates/price(s) set out in the P.O. (the "Purchase Price"). The Purchase Price is fixed and not subject to revision (unless expressly provided for in the P.O.).

At Purchaser's option Supplier shall within thirty (30) days from Purchaser's request issue an irrevocable, unconditional and on first demand advance payment guarantee in the amount of the advance payment(s) required to be made by Purchaser. The advance payment guarantee shall be issued by a bank satisfactory to Purchaser and be valid until delivery of the Goods. Failure of Supplier to timely issue such payment guarantee shall allow Purchaser to suspend its payment obligations under this P.O.

8. INSPECTIONS

Supplier agrees that all tests, trials and inspections shall be carried out as specified in the P.O. or, in case these are not specified, according to the best practices and highest standards pertaining to the oil and gas industry applicable to the manufacture, production and testing of the Goods. The Goods are subject to inspection by Purchaser, Purchaser's Client and/or Regulatory Authorities/Verification Bodies at all reasonable times and locations before, during and after manufacture. Purchaser, Purchaser's Client and Regulatory Bodies/Verification Bodies shall have the right to witness all tests, trials and inspections performed by Supplier or of any of its (sub-)contractors. Supplier shall give Purchaser notice at least five (5) working days (or such other notice period as is provided in the P.O.) in advance of any testing, trials and inspections, to enable the parties concerned to attend. It is Supplier's responsibility to obtain approval of Regulatory Bodies/Verification Bodies involved. It is Supplier's obligation to repair or replace without cost or delay any Goods found to be defective during inspection, and Purchaser, Purchaser's client and the Regulatory Bodies/Verification Bodies shall have the right to conduct further inspections and/or tests after Supplier has carried out its remedial actions. None of such inspection/s as aforesaid, nor the acceptance by Purchaser of the Goods, including approval of Supplier's documents, and/or any waiver of any rights of inspection by Purchaser, Purchaser's Client and/or Regulatory Bodies/Verification Bodies shall relieve the Supplier of any of its liabilities and obligations under the P.O.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

9. LIABILITY AND INDEMNITY

Supplier shall be liable for the Goods, and any part thereof, as long as they are (i) owned by Supplier and/or Supplier's financiers or (sub-)contractors; and/or (ii) in Supplier's and/or in Supplier's (sub-)contractor's care, custody, and/or control; and/or (iii) at Supplier's risk. If during the period that Supplier is liable for the Goods or any part thereof, any damage or loss occurs to any part thereof from any cause whatsoever, the Supplier, at its own costs, risk and expense, shall repair, make good or replace the same so that the Goods are at all times in conformity with the requirements of the P.O. During the period Supplier carries the risks pursuant to this paragraph, Supplier shall defend, indemnify and hold the Purchaser Group harmless from and against any liability, claims, demands, costs, charges, expenses, fees, (including legal fees), taxes, penalties, duties, etc. arising out of or in relation to loss of or damage to the Goods howsoever caused and irrespective of the negligence, default or breach of duty (statutory or otherwise) of Purchaser Group.

Except for the Goods, each of the Parties shall defend, indemnify and hold the other Party's respective Group (Purchaser Group or Supplier Group as the case may be) harmless from and against any liability, claims, demands, costs, charges, expenses, fees, (including legal fees), taxes, penalties, duties, etc. arising out of or in relation to (i) loss of or damage to property owned, hired or used by the indemnifying Party Group, and (ii) injuries, illness or death of directors, officers, employees, personnel (including agency personnel) of its respective Group howsoever caused and irrespective of the negligence, default or breach of duty (statutory or otherwise) of the other Party's Group.

The Parties shall defend, indemnify and hold the other Party's respective Group harmless from and against any liability, claims, demands, costs, charges, expenses, fees, (including legal fees), taxes, penalties, duties, etc. arising from or related to third party liability (whether by reason of negligence or breach of duty, whether statutory or otherwise) resulting from acts or omissions of any members of the respective Party's Group.

Neither Party shall be liable towards the other Party's Group for consequential and indirect losses and damage (except to the extent of any agreed liquidated damages including without limitation, any predetermined termination fees) provided for in the P.O. "Consequential loss" shall mean:

- (i) any consequential or indirect loss; and
- (ii) loss of use, loss of bargain, contract expectation, business reputation or opportunity and loss of profit or anticipated profit, loss of revenue, loss of product, and loss of production capability, in any of the aforementioned cases whether direct or indirect to the extent that these are not included in (i), and whether foreseeable at the effective date of the P.O. or not.

10. INTELLECTUAL PROPERTY RIGHTS


Supplier shall save, indemnify, defend and hold the Purchaser Group harmless from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for or arising out of any alleged infringement of any patent or other intellectual property right arising out of or related to the performance of the obligations of the Supplier under the P.O. or in connection with the supply or the use of the Goods, except where such infringement necessarily arises from the technical information and/or the Purchaser's written instructions. However, the Supplier shall use its reasonable endeavours to identify any infringement in the technical information and/or in the Purchaser's instructions of any intellectual property right, and shall inform the Purchaser immediately.

All intellectual property, including without limitation all technical and other information, data and materials, in whatever form furnished by Purchaser or made under orders of Purchaser or made by or on behalf of Supplier in connection with the P.O. and all the intellectual property rights related thereto (whether registered or unregistered) belong exclusively to Purchaser.

11. GUARANTEE

Supplier guarantees that the Goods are in compliance with the requirements of the P.O. for twenty four (24) months after the date of installation on Purchaser's designated site/location or thirty six (36) months after the date of delivery of the Goods, whichever period expires first, unless expressly stated otherwise in the P.O. Provided notice in writing is given by Purchaser of defects or faults, Supplier shall at his own expense, with all possible speed, inspect, correct, repair, deliver, substitute Goods (or any replacements) at the Worksite nominated by Purchaser. Supplier shall not be liable to Purchaser for the costs of helicopter transport of personnel between the shore-based heliport and offshore or the costs of Purchaser's offshore accommodation and messing.

All replaced, substituted or repaired items shall be guaranteed for a renewed guarantee period, equal to the period mentioned in the first sentence of this clause, from the date of their acceptance by Purchaser, Purchaser's Client and, if required, the Regulatory Authorities/Verification Bodies. A renewed guarantee period will not exceed the period of five (5) consecutive years from installation of the originally supplied Goods.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

Any failure by Supplier to rectify or make good any repair to, or to provide any replacement, Goods without unreasonable delay and as provided above shall give Purchaser the right, following prior notice to Supplier and at Purchaser's sole discretion, to have the repair or replacement performed by Purchaser or a third party selected by Purchaser at Supplier's cost.

12. CHANGES/AMENDMENT ORDERS

Purchaser reserves the right to make changes by written amendment order from time to time with regard to the form, quality or quantity of the Goods to be furnished by Supplier, and as to places, times and methods of inspection, acceptance or delivery. Supplier shall within five (5) working days advise Purchaser's representative of the consequences in cost and schedule (if any) resulting from such a change. Supplier warrants and guarantees that it will use its best endeavours to minimise the cost and impact on the schedule to Purchaser of any such changes.

Any claim by Supplier for adjustment under this clause must be notified to Purchaser in writing within five (5) working days of receipt by Supplier of Purchaser's notification of the change, and such claim shall be followed by specification of the amount/time claimed and supporting cost/time figures, failing which, no cost and/or schedule impact shall apply. Notwithstanding Parties' rights under clause 27, any final assessment of the impact on the Purchase Price and/or the delivery time of a change will be determined by Purchaser and issued to Supplier in writing.

No changes shall be made by Supplier without an instruction in writing from Purchaser. Any changes to the P.O. notified by Purchaser's representative by an amendment order shall be subject to the T&C's.

If it is the opinion of Purchaser that Supplier should proceed with a change prior to a decision about any adjustment of the Purchase Price and/or the delivery date, Purchaser's representative, before authorising the definite change, shall issue an amendment order to proceed with the work in accordance with the P.O., in which case Supplier shall promptly and continuously proceed with the work.

13. REJECTION

Notwithstanding any other rights Purchaser may have under the P.O., by statute, in tort or otherwise at law, Purchaser reserves the right to reject the Goods or any part thereof, if (i) it is found that during fabrication, inspection, testing, or at final acceptance or inspection the Goods do not comply with the specification and/or requirements of the P.O.; or (ii) during manufacture Supplier proves to be ill equipped to fulfil the requirements of the P.O. Any costs, liabilities, expenses, fees, charges and the like arising or incurred as a consequence of such a rejection shall be for the account of Supplier and the P.O. may be terminated by Purchaser for (the part of) the Goods that are rejected. In case of such termination Purchaser reserves the right to take over the part of the work already executed, subject to payment of substantiated reasonable costs only for the part of the Goods already fabricated and (to be) delivered in accordance with the P.O.

14. CANCELLATION FOR CONVENIENCE


Purchaser may at any time cancel all or any undelivered part of the P.O. and any release and shipping schedule pursuant thereto. Supplier agrees that any cancellation charges made in consequence thereof shall be limited to material and labour costs incurred on cancelled Goods prior to notification of the cancellation by Purchaser, and shall not include any Consequential Loss. However, Supplier shall take all reasonable steps to mitigate any liability arising from such cancellation and any the sum recovered by Supplier by selling such Goods to others, will be deducted from the cancellation charges. Before selling the Goods to others, Purchaser has the option to have the Goods delivered as they are at the time of cancellation. Ownership to the Goods thus delivered will pass to Purchaser upon delivery.

In no event shall the total amount recoverable by Supplier as a result of cancellation exceed the total P.O. value. Purchaser shall only reimburse Supplier for fully substantiated and documented reasonable costs.

15. SUB-CONTRACTORS

Supplier shall obtain Purchaser's prior written approval for all major (sub-)contractors for ordering major and/or crucial parts of the Goods, unless such (sub-)contractors are indicated as approved in the P.O. Supplier undertakes to procure and warrants that all sub-orders are subject to conditions that are not less stringent than the terms of this P.O., including, without limitation, the provisions of clause 29, and that give Supplier the same position towards its (sub-)contractors as Purchaser has towards Supplier under this P.O.

Notwithstanding Supplier's obligations as contained in the P.O. including, but not limited to timely and correct delivery of the Goods, Supplier shall expedite the delivery of sub-orders and advise Purchaser immediately in the

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

event of possible delay thereto. Purchaser has the right to visit at any time (sub-)contractors' work areas. Supplier shall be responsible for the acts and omissions of any (sub-)contractors as if they were acts or omissions of Supplier.

16. CONFIDENTIALITY

Supplier acknowledges and accepts that the P.O. and all information, including but not limited to engineering data, design drawings and other documents provided to Supplier by Purchaser, is and shall remain the exclusive property of the Purchaser. The P.O. and all such information shall remain confidential and shall not be divulged by Supplier, its (sub-)contractors, and any of its and their employees, officers, directors, servants and agents, to any third party or be used for any other purpose than the one for which it was provided without the express prior written permission of Purchaser. All such information shall be promptly returned to Purchaser upon request.

17. OWNERSHIP

The ownership of the Goods or part thereof will pass to Purchaser upon delivery in accordance with Clause 5 (Delivery Conditions) to Purchaser, unless expressly stated otherwise in the P.O. Supplier warrants that the Goods shall be delivered free and clear of all liens, claims and encumbrances whatsoever, and shall defend, indemnify and hold Purchaser Group harmless in this respect.

Supplier shall mark all Goods and any parts, materials, equipment, drawings, calculations, etc. prepared for or intended to become part of the Goods, including any Purchaser-provided items, and shall store these in a way that they are identifiable as such.

18. PURCHASER-FURNISHED GOODS

Supplier acknowledges that all materials, equipment and tools supplied by Purchaser to Supplier and all rights in such Purchaser-provided goods are and shall remain the exclusive property of Purchaser. Supplier shall keep such Purchaser-provided goods in safe custody at its own risk and maintain them in a good condition until returned to Purchaser. Supplier shall be fully liable for any loss of or damage to such Purchaser-furnished goods on and with effect from delivery of such Purchaser-furnished goods at Supplier's premises, and shall defend, indemnify and hold Purchaser Group harmless in that respect.

19. INVOICING/PAYMENTS


Supplier's invoice(s) shall be paid within forty-five (45) days, unless otherwise agreed in the P.O., of receipt by Purchaser of such invoice, provided all requirements and contractual obligations related to such payment have been fulfilled prior to issue of such invoice. In case of a partly disputed invoice, Supplier shall issue a credit invoice for the entire invoice and shall issue one invoice for the disputed part and one invoice for the undisputed part. In that case, the above mentioned period will start as soon as the credit invoices and the replacement invoices have all been received by Purchaser. Each amendment order to the P.O. will be invoiced separately. Neither the presentation, nor payment or non-payment of an individual invoice shall constitute acceptance of the Goods, a settlement of a dispute, an accord or satisfaction, or otherwise waive or affect the rights of the Parties hereunder.

Purchaser may, without limiting any other rights or remedies it may have, set off any amount owed to it by Supplier under the P.O. against any amounts payable by it to Supplier under the P.O.

20. FORCE MAJEURE

Neither Supplier nor Purchaser shall be liable to the other for any delay or failure to fulfil an obligation under the P.O. if such obligation has been delayed, interfered with or prevented by an event that is beyond the reasonable control of that Party, and which by its nature could not have been foreseen by such Party, (a "Force Majeure event"), which has been notified to the other Party within two (2) working days after the Force Majeure event occurred, provided that the affected party claiming a Force Majeure event, is not already in default of any of its obligations under the P.O. For the purpose of the P.O., Force Majeure shall be limited to war (whether declared or not), hostilities, riots, earthquake, flood or other natural physical disasters (but excluding weather conditions as such, regardless of severity), and national strikes, or other official nation-wide industrial disputes. Strikes of Supplier or Purchaser personnel are not a Force Majeure event. The Party claiming a Force Majeure event shall use its best endeavours to remedy the situation as soon as possible, and resume performance under the P.O.

In the event Supplier is prevented to fulfil its obligations under the P.O. due to a Force Majeure event exceeding or anticipated to exceed a period of 30 (thirty) days or such other period as indicated in the P.O., Purchaser shall be entitled to terminate the P.O. Purchaser shall only be obliged to pay for work properly performed in accordance with the P.O. up to the date of termination. Purchaser shall have the option to have the Goods or parts thereof delivered at a place so designated by Purchaser and in the state as they are at the time of termination of the P.O. Ownership of the Goods or parts thereof thus delivered will pass to Purchaser upon delivery.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

21. INSURANCE

Supplier agrees to carry and maintain in place, at its own cost and expense, an (Construction/Fabrication) all Risks Insurance covering the loss of or damage to the Goods, during the manufacturing of the Goods, until at least the end of the Guarantee period mentioned in clause 11, for at least the replacement value of the Goods; insurance complying with all applicable Social regulations, Workmen's Compensation, Occupational Disease Laws, Employer's Liability Insurance, Automobile Liability Insurance, Comprehensive General Liability Insurance and other insurances in accordance with the applicable statutory requirements. Supplier shall procure that Supplier's insurers agree to waive all rights of subrogation against Purchaser Group. Supplier shall procure that Purchaser Group for the (Construction) all Risks Insurance and the Comprehensive General Liability Insurance is added as co-insured. Supplier shall issue a broker's certificate confirming that Supplier has placed the insurance policies with conditions as mentioned in this clause for the duration of the P.O. In the event that the coverage held by Supplier is not acceptable to Purchaser, Supplier shall obtain additional cover at no cost to Purchaser. Supplier shall procure that its subcontractors in any tier required to perform any part of the P.O. are insured to similar levels as will be relevant to their work, in accordance with this clause.

22. PURCHASER'S REMEDIES IN CASE OF SUPPLIER'S DEFAULT

(a) Purchaser may, by written notice of default to Supplier, terminate the whole or part of the P.O. if (i) Supplier fails to make delivery of the Goods within the stipulated time; or (ii) if Supplier fails to perform any provision of the P.O.; or (iii) if the Purchaser determines that Supplier's failure to make progress endangers the performance of the P.O., and in any of the above mentioned cases under (i), (ii), and (iii), does not start and continue to remedy such failure within five (5) working days of receipt of notice from Purchaser specifying such failure and does not remedy within the agreed with Purchaser period; or (iv) if Supplier suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or any equivalent provisions under the laws of any other applicable jurisdiction), becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, petitions for suspension of payments, petitions for moratorium, goes into receivership, or the like as may be the case in the country of its registration, of its incorporation and/or of its business location.

(b) In the event of termination of the P.O. in whole or in part, pursuant to paragraph (a) of this clause, Purchaser may procure, upon such terms as it deem reasonable under the circumstances, Goods or items in substitution of those specified in the terminated P.O., and Supplier shall be liable to Purchaser for all cost involved in procuring and transport of such substituted Goods or items. The circumstances which Purchaser may take into account in such a situation include but are not limited to the impact it may have on the progress and the costs of the total project of which the Goods (will) form a part, as well as the lack of competition in the procurement of the replacement goods that may result from such a situation.


At Purchaser's option, Purchaser shall also have the right to have the Goods or parts thereof delivered at a place so designated by Purchaser in a state as they are at the time of termination. In such event Purchaser shall compensate Supplier as final settlement of all claims, money due in respect of work properly performed up to the date of termination minus any and all additional costs to Purchaser for having others complete the unfinished Goods and minus any amounts already paid by Purchaser to Supplier. Ownership of the Goods thus delivered will pass to Purchaser upon delivery.

(c) The rights and remedies of Purchaser under this clause shall not be exclusive and are in addition to any other rights and remedies Purchaser has under the P.O., or implied by statute and at law.

(d) Without prejudice to the continuing validity of clause 9 and notwithstanding the first paragraph of clause 17, Supplier confirms that it will convey ownership and title of all Goods and any parts, materials, equipment, drawings, calculations, etc. identified as being and/or becoming part of the Goods, to Purchaser and Purchaser accepts ownership and title thereof if a situation as provided under clause 22(a)(iv) occurs. The dates on which the ownership and title shall pass for each of these items, will be the date upon which that item has been identified as being and/or becoming part of the Goods.

23. ASSIGNMENT

Supplier shall not assign and/or transfer the P.O. or any part thereof, or any benefit, interest, right, liability and/or obligation therein, or any payments due thereunder without the prior written approval of Purchaser, which approval shall not be unreasonably withheld. Purchaser shall have the right to assign the whole or any part of the P.O.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

24. TAXES

Supplier shall be liable for and shall defend, indemnify and hold Purchaser harmless from and against any direct or indirect taxes, fees or duties with regard to the performance of the P.O. by Supplier and/or its (sub-)contractors in any tier.

25. AUDIT

During the course of the P.O. and for a period ending three (3) years thereafter, the Purchaser and/or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all the Supplier's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of any kind. Supplier shall obtain equivalent rights of audit from all its (sub-) contractors and will cause such rights to extend to the Purchaser.

26. SEVERANCE

If at any time any provision of the P.O. is, or becomes illegal, invalid or unenforceable in any respect under any law or regulation directly or indirectly applicable to the P.O., that provision shall, to the extent required, be deemed deleted, and the validity and the enforceability of the remaining provisions of the P.O. shall not in any way be affected or impaired as a result.

27. RESOLUTION OF DISPUTES

The Parties agree that they shall attempt to resolve any dispute first through amicable negotiations. When a dispute arises, a Party shall commence the negotiation process by providing written notice of a dispute to the other Party ("Notice of Dispute"). The Notice of Dispute shall identify the Parties to the dispute and contain a short statement of the nature of the dispute and the relief requested.

If the dispute has not been resolved, the Parties may attempt to settle the dispute by alternative dispute resolution to be agreed between the Parties.

In absence of any agreement being reached on a particular dispute either Party may finally and exclusively refer the dispute to arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be London, England.

28. APPLICABLE LAW AND LANGUAGE

The validity, construction and interpretation of the P.O. shall be governed exclusively by, and be construed in accordance with, English law. The ruling language of the P.O. (including any resolution of disputes) shall be English.

29. COMPLIANCE WITH LAWS


(a) Supplier warrants that in performing its obligations under the P.O. all applicable laws, statutes and regulations, which now exist or which will be promulgated during the P.O.'s performance will be complied with.

(b) The Supplier shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the P.O., save to the extent that the same can only be legally obtained by the Purchaser.

(c) Supplier's warranty in paragraph (a) above includes, without limitation, compliance with any applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to the Bribery Act 2010 ("Anti-Bribery Laws") as well as Purchaser's Code of Conduct (available on www.Bluewater.com), and in this regard, Supplier:

- (i) shall not promise, offer or accept a bribe or an improper or illicit payment or any other benefit to, through or from any person (including, but not limited to, customers, agents, suppliers, contractors, franchisees, subsidiaries, labour unions, government or regulatory authority officials) and the Supplier will not seek to influence any person or party to offer or accept improper payments whether on Purchaser's behalf or otherwise;
- (ii) undertakes to prevent bribery being undertaken on its or on Purchaser's behalf and it undertakes to forthwith notify Purchaser if an improper payment or any other benefit is solicited or requested from Supplier in connection with the P.O.

(d) Supplier shall defend, indemnify and hold Purchaser Group harmless against all consequences due to non-compliance with the provisions of this Clause including any breach of any (sub-) supplier.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

(e) Breach of any of the provisions of this clause shall be deemed a material breach entitling Purchaser to terminate the P.O. upon written notice to Supplier with immediate effect, and to take any such other remedies or actions to which Purchaser is entitled under the P.O., by statute and at law.

30. SURVIVING OBLIGATIONS

Notwithstanding the termination or rescission of the P.O. or any part thereof for whatsoever reason, Supplier's obligations under the P.O. including, without limitation, the requirements of clauses 9, 10, 16, 21, 24, 25 and 28 shall remain in full force and effect.

31. PERFORMANCE OF THE P.O.

Supplier shall abide by and comply with all rules and regulations of any regulatory body or other entity having jurisdiction over the Worksite as are applicable at the time of performance of the P.O. including without limitation statutory and safety requirements, codes of practice pertaining to the Worksite and procedures regarding performance of the P.O. at the Worksite as required by Purchaser Group.

32. SAFETY REQUIREMENTS

Supplier shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the P.O. Supplier shall collaborate with Purchaser in establishing Health, Safety and Environment ("HS&E") interface arrangements and the production of a HS&E interface document, unless otherwise required in the P.O.

Failure to meet the requirements of HS&E or to satisfy Purchaser's reasonable requirements with regard to the control of HS&E risks in any material respect will be regarded as due cause for Purchaser giving notice to terminate all of any part of the P.O. in accordance with clause 22.

Supplier shall co-operate with Purchaser in providing an appropriate response to any emergency occurring at the Worksite and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.

33. CO-OPERATION WITH OTHER SUPPLIERS/CONTRACTORS

Supplier shall, in accordance with the requirements of Purchaser Group, afford full co-operation in the planning and carrying out of work to any other supplier/contractor on the Worksite and/or employed by Purchaser Group.

34. NOTICES

Any notice to be served hereunder shall be in writing in manner and to the Parties' respective addresses specified in the P.O.


35. COMPETENT PERSONNEL

All personnel employed by Supplier for the performance of the P.O. shall comply with the training and safety regulations, be competent, properly qualified, skilled and experienced for the on- and offshore work as applicable either by law or as required by Purchaser Group.

Supplier shall ensure all relevant and valid qualifications, work permits and certificates of such personnel relating to these requirements and regulations are in accordance with good industry practice prior to the personnel being engaged for performance of the P.O.

Supplier shall make its own arrangements for the engagement of personnel, local or otherwise, and for their payment, onshore transport, visas, housing, relocation and feeding. Purchaser shall supply, at no cost to Supplier, transport of personnel between the nearest shore-base and the offshore Worksite, including if required, but to the sole discretion of Purchaser, offshore accommodation and messing.

Where work is to be performed offshore, Purchaser shall provide, at no cost to the Supplier, all routine and medivac transportation for Supplier provided personnel, and transportation for Supplier-provided personnel, equipment and material which are capable of transportation by helicopter or regular supply boat between the Purchaser's designated heliport and the supply base if specified in the P.O. and the offshore part of the Worksite. The costs of non-routine transportation requested by the Supplier may, at the sole option of Purchaser, be recovered from Supplier.

Document title	Bluewater General Terms and Conditions for Purchase of Materials and Services	
Document number	BWC-Q-100-PR-4004	
Applies to location	All Bluewater Offices/Bases	
Accountable person	DH Contracts and Procurement	
System process	Supplier & Subcontractor Management	
Date published	02/02/2021	

Purchaser may instruct Supplier to remove at Supplier's cost from the Worksite any person engaged in performance of any part of the P.O. who, in the reasonable opinion of Purchaser, is either: (i) incompetent or negligent in the performance of his duties; or (ii) engaged in activities which are detrimental to the interests of Purchaser Group; or (iii) not conforming with relevant safety procedures or persists in any conduct likely to be prejudicial to safety, health or the environment.

Any person removed for any of the above reasons shall not be engaged again in the performance of the P.O. or on any other work of Purchaser without the prior written approval of Purchaser. Supplier shall provide a suitable replacement for any person within twenty-four (24) hours or such longer time as may be agreed by Purchaser.

36. RIGHTS OF THIRD PARTIES

The parties intend that no provision of the P.O. shall by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act") confer any benefit on, nor be enforceable by any person who is not a party to the P.O.