

RECITALS

Under these TERMS AND CONDITIONS, Underwater Cutting Solutions Limited (UCS) shall provide the SERVICES as detailed in the ORDER ACCEPTANCE.

OPERATORS shall be provided by UCS to carry out the WORK on the following TERMS AND CONDITIONS set out in SECTION I - COMMON TERMS and SECTION II - TERMS AND CONDITIONS OF RENTAL AND PROVISION OF OPERATORS only.

UCS shall rent, lease or otherwise provide EQUIPMENT, to the CLIENT on the following TERMS AND CONDITIONS set out in SECTION I - COMMON TERMS and SECTION II - TERMS AND CONDITIONS OF RENTAL AND PROVISION OF OPERATORS only.

UCS shall sell, and the CLIENT shall purchase EQUIPMENT ordered by the CLIENT and UCS shall repair CLIENT REPAIRED EQUIPMENT on the following TERMS AND CONDITIONS set out in SECTION I - COMMON TERMS and SECTION III - TERMS AND CONDITIONS OF SALE AND REPAIR and only.

SECTION I – COMMON TERMS

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 All capitalised terms in these TERMS AND CONDITIONS shall have the definitions given in this ARTICLE 1, the RECITALS or in the ARTICLE in which they are stated. References to ARTICLES used in these TERMS AND CONDITIONS are to ARTICLES of these TERMS AND CONDITIONS unless otherwise specified. Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa. Any reference to statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force, save for Section 1159 and Schedule 6 of the Companies Act 2006. The ARTICLE headings and sub-headings in these TERMS AND CONDITIONS are intended for convenience only and are not in any way to be taken into account when construing the meaning of any part of these TERMS AND CONDITIONS.
- 1.2 “**AFFILIATE**” means subsidiary or holding company of any company or any other subsidiary of such a holding company (the terms “subsidiary” and “holding company” having the meanings assigned to them under Section 1159, Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (i) another person (or its nominee), whether by way of security or in connection with the taking of security, or (ii) a nominee).
- 1.3 “**APPROVAL / APPROVED / APPROVES / APPROVING**” means the authorised acceptance of UCS or the authorised acceptance of the CLIENT which shall be provided in writing by the APPROVING PARTY to the other PARTY.
- 1.4 “**BUSINESS DAYS**” means any day other than a Saturday and a Sunday.
- 1.5 “**CLAIMS**” means claims, liens, judgments, fines, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including legal fees and expenses) or causes of action, of whatever nature.
- 1.6 “**CLIENT**” means any individual or other entity (legal or otherwise), including a Corporation, Joint Stock Company, Limited Liability Company, Partnership or Joint Venture, which has requisitioned the SERVICES and whose ORDER for such SERVICES has been APPROVED by UCS by the issue of an ORDER ACCEPTANCE.
- 1.7 “**CLIENT GROUP**” means: (a) the CLIENT and its AFFILIATES; (b) the CLIENT’S other contractors and subcontractors (of any tier) performing work at the WORKSITE; and (c) the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in SUB-ARTICLES (a) and (b) of this definition, but shall not include any member of the UCS GROUP.
- 1.8 “**CONFIDENTIAL INFORMATION**” means all business, financial, technical or other information, among which, without limitation, information in tangible or intangible form relating to and/or including methods, contract terms, customer relationships, pricing, procedures, facts, processes, techniques, ideas, discoveries, inventions, developments, records, product designs, product planning, trade secrets, know-how or tools, which were or will be provided by UCS orally, in writing, by way of presentations or in any other way in connection with the CONTRACT, irrespective of the nature of the information (including, but not limited to drawings, films, paper documents, electronic storage media, electronically readable data).
- 1.9 “**CONSEQUENTIAL LOSS**” means consequential loss under Scots law; and loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any), loss of or interruption to business, facilities downtime, loss of use of property or wasted overheads and in any event whether direct or indirect and to the extent that such losses are not included within the provisions of the meaning of consequential loss under Scots law; and whether or not foreseeable at the date of execution of the CONTRACT.
- 1.10 “**CONTRACT**” means the concluded contract between the PARTIES, all as more particularly described in ARTICLE 2 of these TERMS AND CONDITIONS.
- 1.11 “**DATA PROTECTION LEGISLATION**” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 1.12 “**DELIVERY**” means delivery of the EQUIPMENT to the place specified in the ORDER APPROVED by UCS, unless otherwise agreed by the PARTIES. DELIVER and DELIVERED shall be construed accordingly.
- 1.13 “**EFFECTIVE DATE**” means the date on which the CONTRACT becomes effective which shall be deemed to be the date of the ORDER ACCEPTANCE.
- 1.14 “**END USER**” means any company to which the CLIENT has undertaken to provide services and in conjunction with which the EQUIPMENT, REPAIRED EQUIPMENT and/or SERVICES are being provided.
- 1.15 “**END USER GROUP**” means and includes the END USER, any co-venturer of the END USER in any licence block or concession area in which the EQUIPMENT, the REPAIRED EQUIPMENT and/or the SERVICES are being provided and its and their respective AFFILIATES, its and their respective officers, directors, employees, agents, servants and insurers.
- 1.16 “**EQUIPMENT**” means the various items of equipment offered for rental or sale which are subject to the CONTRACT.
- 1.17 “**INTELLECTUAL PROPERTY**” means patents and rights in inventions, trademarks, service marks, logos, get up, trade names, rights to prevent passing off or unfair competition, rights in internet domain names and website addresses, rights in designs, copyright (including rights in computer software and moral rights), database rights, semi-conductor topography rights, utility models, rights in confidential information including know-how and all other intellectual property rights, in each case whether registered or unregistered and including applications (and the right to apply) for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- 1.18 “**ORDER**” means the instruction issued by the CLIENT for UCS’ APPROVAL to perform the SERVICES under these TERMS AND CONDITIONS, pursuant to ARTICLE 3 of the CONTRACT. Such ORDER may take the form of the CLIENT’S work order, service order, purchase order or email PROVIDED ALWAYS that such ORDER shall be subject, or deemed subject to, to the provisions of these TERMS AND CONDITIONS.
- 1.19 “**ORDER ACCEPTANCE**” means the written documentation electronically submitted by UCS signifying its APPROVAL and acceptance of the CLIENT’S ORDER subject always to these TERMS AND CONDITIONS, thus concluding the CONTRACT.
- 1.20 “**OPERATOR**” means an employee or SUBCONTRACTOR of UCS supplied under the terms of the CONTRACT to either commission, maintain operate or otherwise interact with the EQUIPMENT on behalf of the CLIENT or to train the CLIENT’S personnel (including agency personnel) in the use of the EQUIPMENT.
- 1.21 “**OPERATOR CHARGES**” means the charges payable by the CLIENT for the provision of OPERATORS as set out in the CONTRACT.
- 1.22 “**OPERATOR PERIOD**” means the period defined in ARTICLE 27.1.
- 1.23 “**PARTY**” or “**PARTIES**” means either UCS or the CLIENT, as the context so requires and PARTIES shall be construed accordingly.
- 1.24 “**PROPOSAL**” means any commercial proposal or commercial quote for the SERVICES which incorporates UCS’ charges and is issued to the CLIENT by UCS. Where applicable, UCS’ PROPOSAL may take the form of an email or quotation form when UCS has issued charges for the SERVICES required by CLIENT via an email or quotation form. In such an event the aforementioned email or quotation form shall be deemed to be the PROPOSAL for the purpose of interpreting these TERMS AND CONDITIONS.
- 1.25 “**PUBLIC OFFICIAL**” means any (a) appointed official or any director, officer or other person employed in any capacity (i) at any level of Government, (ii) in a labour union controlled by any Government or political party, or (iii) in any public international organization, such as the United Nations or the European Union, including any department, agency or other instrumentality thereof, (b) any candidate or officer or other person employed by a political party, or (c) any person acting in any official capacity for or on behalf of any person or organization listed in (a) or (b).
- 1.26 “**PURCHASE CHARGES**” means the charges to be paid by the CLIENT for the EQUIPMENT purchased by the CLIENT.
- 1.27 “**RENTAL CHARGES**” means the charges payable by the CLIENT in connection with rental EQUIPMENT as set out in the CONTRACT.
- 1.28 “**RENTAL PERIOD**” means the period defined in ARTICLE 22.1 hereof.
- 1.29 “**REPAIRED EQUIPMENT**” means EQUIPMENT delivered to UCS by the CLIENT for repair services and which is the subject of the CONTRACT.

1.30	"REPLACEMENT VALUE" means the manufacturer's list charge for the time being applicable (including the costs of any modifications), or if none such exists, the list charge of that piece of equipment which most closely matches, together with all associated costs including but not limited to the costs of transportation, tax and licences.	3.1	Following receipt of UCS' PROPOSAL, the CLIENT shall requisition any SERVICES by completing and issuing an ORDER.
1.31	"SERVICES" all operations to be performed by UCS and its SUBCONTRACTORS (including but not limited to the provision of EQUIPMENT for rental or sale, services in respect of repair of REPAIRED EQUIPMENT and the provision of OPERATORS) pursuant to the CONTRACT.	3.2	Where the CLIENT wishes to issue an ORDER for the SERVICES, CLIENT'S ORDER shall specify: - (a) the SERVICES for which the CLIENT requires to requisition; (b) whether utilisation of the SERVICES relates to the EQUIPMENT purchased, rented, leased or otherwise provided and/or provision of OPERATORS; (c) the preferred TERM applicable to the rental EQUIPMENT and the provision of OPERATORS; and (d) these TERMS AND CONDITIONS as being applicable to same.
1.32	"SUBCONTRACT" means any contract between UCS and any other party (other than the CLIENT or any employees of UCS) for the performance of any part of the SERVICES.	3.3	UCS reserves the right to reject any ORDER where UCS cannot meet any requirement stipulated within same. In such an event, UCS shall advise the CLIENT accordingly. UCS may request that the CLIENT modifies its ORDER and thereafter submits a new ORDER for UCS' APPROVAL. UCS shall not be bound by the content of any ORDER issued by the CLIENT, until UCS has intimated its APPROVAL of CLIENT'S ORDER by issuing an ORDER ACCEPTANCE. Where UCS intimates its APPROVAL, such APPROVAL shall be subject only to these TERMS AND CONDITIONS. Where any ORDER makes reference to any other terms and conditions, such terms and conditions shall be rendered null and void in accordance with ARTICLE 3.5.
1.33	"SUBCONTRACTOR" means any party (other than UCS) to a SUBCONTRACT.	3.4	The legally binding relationship between the PARTIES shall be formed upon the EFFECTIVE DATE and the CONTRACT shall thereafter subsist for the entire applicable TERM.
1.34	"TERM" means the duration of any committed RENTAL PERIOD or OPERATOR PERIOD. The TERM shall be requisitioned by CLIENT in its ORDER subject to UCS' APPROVAL.	3.5	The PARTIES agree that the CLIENT'S ORDER is subject always to these TERMS AND CONDITIONS. These TERMS AND CONDITIONS are automatically deemed to be incorporated within any and all ORDERS issued by the CLIENT to UCS. The CLIENT agrees that any of the CLIENT GROUP'S terms and conditions, which may be referenced within or attached to its ORDER, shall be rendered null and void and that only these TERMS AND CONDITIONS shall be applicable to CLIENT'S ORDER.
1.35	"TERMS AND CONDITIONS" means these unqualified terms and conditions including which are deemed to apply to any written arrangement with the CLIENT, including but not limited to any PROPOSAL issued to the CLIENT, any ORDER issued by the CLIENT or any ORDER ACCEPTANCE issued to the CLIENT. SECTION I – COMMON TERMS, SECTION II – TERMS AND CONDITIONS OF SALE AND REPAIR and SECTION III - TERMS AND CONDITIONS OF RENTAL AND PROVISION OF OPERATORS are herein individually and collectively referred to as the TERMS AND CONDITIONS.	3.6	FOR THE AVOIDANCE OF DOUBT, UCS shall not be bound by the content of any ORDER issued by the CLIENT, until UCS has signified its APPROVAL of the CLIENT'S ORDER by issuing an ORDER ACCEPTANCE.
1.36	"THIRD PARTY" means any party who is not a member of the UCS GROUP or the CLIENT GROUP. THIRD PARTIES shall be construed accordingly.	ARTICLE 4 INVOICING AND PAYMENT TERMS	
1.37	"TRADE LAWS" means laws and regulations in relation to the trade, import or export of goods and/or services, including without limitation United Kingdom/European Union Trade Laws and United States of America Trade Law.	4.1	Invoices for RENTAL CHARGES, OPERATOR CHARGES and any other charges stated in the ORDER ACCEPTANCE will be issued to the CLIENT by UCS at the end of each calendar month or at the expiration of the RENTAL PERIOD or OPERATOR PERIOD where earlier. Notwithstanding the foregoing, where it is expressed in the ORDER ACCEPTANCE that the CLIENT will pay a lump sum figure, the CLIENT shall be invoiced for the RENTAL CHARGES, OPERATOR CHARGES and other charges stated in the ORDER ACCEPTANCE at the start of the RENTAL PERIOD and/or OPERATOR PERIOD. In respect of EQUIPMENT purchased by the CLIENT, UCS shall upon issuance of an ORDER ACCEPTANCE irrespective of the DELIVERY date, submit an invoice for the full purchase charge plus any associated charges detailed in the ORDER ACCEPTANCE.
1.38	"UCS" means the entity named as such in the ORDER ACCEPTANCE.	4.2	All RENTAL CHARGES and OPERATOR CHARGES and PURCHASE CHARGES are as quoted in the ORDER ACCEPTANCE and are exclusive of VAT and any other applicable taxes and duties or similar charges.
1.39	"UCS GROUP" means: (a) UCS and its AFFILIATES; (b) the SUBCONTRACTORS and their AFFILIATES; and (c) the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in SUB-ARTICLES (a) and (b) of this definition, but shall not include any member of the CLIENT GROUP.	4.3	UCS reserves the right to charge a deposit of an amount to be determined by UCS and UCS' obligations under the CONTRACT shall be suspensively conditional upon timeous receipt of the same.
1.40	"UNITED KINGDOM /EUROPEAN UNION TRADE LAWS" means: (i) the Export Control Act 2002 and any secondary legislation made under the powers thereof including, but not limited to, the Export Control Order 2008; (ii) Council Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items; and (iii) any United Kingdom or European Union embargoes and economic or financial sanctions of certain countries, persons and entities or bodies.	4.4	The CLIENT acknowledges that UCS may deduct for any reason, all RENTAL CHARGES, OPERATOR CHARGES, PURCHASE CHARGES and any other charges stated in the CONTRACT from the deposit where charges are due to be paid by the CLIENT to UCS.
1.41	"UNITED STATES OF AMERICA TRADE LAWS" means: (i) the Export Administration Regulations and the International Traffic in Arms Regulations administered by the United States of America Department of the Treasury (Bureau of Industry and Security) and the United States of America Department of State (Directorate of Defence and Trade Controls); and (ii) any United States of America embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the United States of America Department of the Treasury (Office of Foreign Assets Control).	4.5	Subject to ARTICLE 4.4, in the case of rental EQUIPMENT the balance of deposit if any shall be returned to the CLIENT within twenty-one (21) BUSINESS DAYS of the return of the rental EQUIPMENT.
1.42	"WORK" means all the work OPERATORS are required to carry out in accordance with the provisions of the CONTRACT.	4.6	Where the CLIENT undertakes payment via credit card, invoices for RENTAL CHARGES, PURCHASE CHARGES, OPERATOR CHARGES and/or other charges stated in the PROPOSAL will be issued and charged to the credit card at the end of each week.
1.43	"WORKSITE" means the lands, waters and other places on, under, in or through which the SERVICES are to be performed including offshore installations, floating construction equipment, vessels (including the are covered by approved anchor patterns), design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the CONTRACT.	4.7	Save for as stated in ARTICLES 4.8 and 4.11 invoices are payable by the CLIENT in full within thirty (30) days of the invoice date. Where bank charges occur as a result of any payment transfer from CLIENT to UCS, said bank charges will be for the CLIENT'S account and UCS shall be entitled to invoice CLIENT for such amounts.
ARTICLE 2 DOCUMENT PRECEDENCE		4.8	Where the rental EQUIPMENT is lost, stolen, seized or confiscated during the RENTAL PERIOD the CLIENT shall pay to UCS on demand the REPLACEMENT VALUE. In respect of damage, CLIENT shall pay for the repair within fourteen 14 BUSINESS DAYS of date of invoice. If it is found that the rental EQUIPMENT cannot be repaired, the CLIENT shall pay the REPLACEMENT VALUE within fourteen (14) BUSINESS DAYS of the date of invoice.
2.1	The following documents shall be deemed to form and be read and construed as part of the CONTRACT: - (a) these TERMS AND CONDITIONS; (b) UCS' ORDER ACCEPTANCE; (c) UCS' PROPOSAL; (d) any ORDER APPROVED by UCS in accordance with ARTICLE 3. The above documents shall be read as one document, the contents of which, in the event of ambiguity or contradiction shall be given the precedence in the order listed.		
ARTICLE 3 PLACING ORDERS AND ACCEPTANCE OF SAME			

- 4.9 Notwithstanding any other provision in these TERMS AND CONDITIONS, all payments payable to UCS under the CONTRACT shall become due immediately on its termination.
- 4.10 The CLIENT shall make all payments due under the CONTRACT in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the CLIENT had a valid court order requiring an amount equal to such deduction to be paid by UCS to the CLIENT.
- 4.11 If the CLIENT fails to pay to UCS or any of the UCS GROUP any sum due pursuant to the CONTRACT, the CLIENT shall be liable to pay interest on such sum from the due date for payment at the annual rate of five percent (5%) above the Bank of England base rate, accruing on a daily basis and compounded every three (3) months until payment is made, all whether before or after any judgement. Any such interest to be claimed by UCS shall be invoiced separately and within ten (10) BUSINESS DAYS of payment of the invoice to which the interest relates. Payment of the invoice claiming shall be in accordance with ARTICLE 4.7.
- 4.12 If the CLIENT fails to pay to UCS or any of the UCS GROUP any sum due pursuant to the CONTRACT, UCS shall be entitled to but not be bound (in addition and without prejudice to all other CLAIMS, rights or remedies which UCS may have against the CLIENT) to withhold performance of its obligations under the CONTRACT, without liability to the CLIENT, pending such payment.
- 4.13 No payment shall be deemed to have been received by UCS until UCS has received cleared funds.
- 4.14 CLIENT shall reimburse UCS for any local taxes incurred including but not limited to taxes assessed or levied by reference to turnover, profit, deemed income, wages, salaries or other emoluments paid to individuals engaged by UCS. For the purposes of this ARTICLE 4.14, "local" shall mean pertaining to the country having jurisdiction over the waters or territory in which SERVICES are being performed and/or the country of domicile of the CLIENT or of the entity responsible for payment of UCS invoices.
- 4.15 Should CLIENT be required by law to make any deduction or withholding from payments due to UCS under these TERMS AND CONDITIONS, it shall do so and the sum due from CLIENT shall be increased to the extent necessary to ensure that after the making of any such deduction or withholding, UCS receives and retains (free of any liability in respect of any such deduction or withholding) a net sum equal to the sum it would have received had no such deduction or withholding been required to be made. CLIENT shall indemnify UCS against any fines, penalties or the like levied against UCS as a result of CLIENT'S failure to comply with any such law. CLIENT shall pay to UCS, in addition to and together with the consideration due under these TERMS AND CONDITIONS, any Value Added Tax, or similar tax howsoever described, levied by any competent taxing authority, chargeable in respect of SERVICES supplied by UCS under these TERMS AND CONDITIONS. The charges are exclusive of import/export taxes, customs duties and the like whether local or otherwise and CLIENT shall reimburse any such charges levied against UCS in connection with the provision of SERVICES. Any reimbursement of taxes, duties and the like under this ARTICLE 4 shall be made at net documented cost.
- 4.16 Any increase in price due to changes in applicable laws shall be borne by the CLIENT.
- 4.17 In respect of payments by the CLIENT, time shall be the essence of the CONTRACT.

ARTICLE 5 INDEMNITIES

- 5.1 The indemnities provided in this ARTICLE 5 shall be full and primary in all respects.
- 5.2 All exclusions and indemnities contained in ARTICLES 7.2, 27.5 and 29 of this CONTRACT together with any indemnities contained within special conditions which may be agreed between the PARTIES shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any CLAIMS in tort, under contract or otherwise at law.
- 5.3 The CLIENT shall be responsible for and shall save, indemnify, defend and hold harmless the UCS GROUP from and against all CLAIMS in respect of: -
 (a) loss of or damage to property of CLIENT GROUP, including but not limited to the EQUIPMENT after DELIVERY, and/or END USER GROUP, whether owned, hired, leased or otherwise provided by the CLIENT GROUP and/or END USER GROUP arising from, relating to or in connection with the CONTRACT;
 (b) personal injury, including death or disease, affecting any person who is a member of the CLIENT GROUP and/or END USER GROUP arising from relating to or in connection with the CONTRACT;
 (c) personal injury including death or disease or loss of or damage to the property of any THIRD PARTY arising from, relating to or in connection with the CONTRACT;
 (d) loss of or damage to THIRD PARTY infrastructure, including but not limited to pipelines, wellheads, production trees, cables etc. arising from, relating to, or in connection with the CONTRACT.

- 5.4 Except as provided by ARTICLES 23 and 25.9, UCS shall be responsible for and shall save, indemnify, defend and hold harmless the CLIENT GROUP from and against all CLAIMS in respect of: -
 (a) loss of or damage to property of UCS GROUP, excluding the EQUIPMENT after DELIVERY, whether owned, hired, leased or otherwise provided by the UCS GROUP arising from, relating to or in connection with the CONTRACT;
 (b) personal injury including death or disease to any person who is a member of the UCS GROUP arising from, relating to or in connection with the CONTRACT.
- 5.5 Except as provided by ARTICLES 5.4(a) and 5.4(b), and notwithstanding any other provisions of the CONTRACT, the CLIENT shall save, indemnify, defend and hold harmless the UCS GROUP from and against any CLAIMS arising from and/or in respect of pollution emanating or originating from any well or reservoir or from the property of the CLIENT GROUP and/or END USER GROUP arising from, relating to or in connection with the CONTRACT.

ARTICLE 6 CONSEQUENTIAL LOSS

- 6.1 Notwithstanding any provision to the contrary elsewhere in the CONTRACT UCS shall save, indemnify the CLIENT from UCS GROUP'S own CONSEQUENTIAL LOSS and the CLIENT shall indemnify UCS GROUP from the CLIENT GROUP'S own CONSEQUENTIAL LOSS, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.
- 6.2 The indemnities in ARTICLE 5 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort under contract or otherwise at law.

ARTICLE 7 LIMITATION OF LIABILITY

- 7.1 In any event and notwithstanding any other provision of the CONTRACT, the cumulative and maximum aggregate liability of UCS to the CLIENT for any reason and upon any CLAIMS whatsoever arising out of, related to or connected with the CONTRACT (whether arising from UCS' termination, breach of duty (statutory or otherwise), negligence of any degree or character, breach of contract, or otherwise at law) shall be limited to one hundred per cent (100%) of the amount of the applicable ORDER ACCEPTANCE providing that nothing in this ARTICLE 7 shall operate so as to exclude liability for: -
 7.1.1 death or personal injury caused by UCS' negligence, or the negligence of its employees, agents or SUBCONTRACTORS (as applicable);
 7.1.2 fraud or fraudulent misrepresentation; or
 7.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 as amended by the Sale of Goods Act 1994; or
 7.1.4 defective products under the Consumer Protection Act 1987; or
 7.1.5 any matter in respect of which it would be unlawful for UCS to exclude or restrict liability.
- 7.2 The CLIENT shall be responsible for, and undertakes to save, defend, indemnify and hold harmless UCS from and against all CLAIMS in the event and to the extent they exceed the maximum aggregate cap of UCS' liability set forth in this ARTICLE 7.

ARTICLE 8 WARRANTIES AND DEFECTS

- 8.1 Any description, illustration, specification, drawing and material contained in any catalogue, price list, brochures, leaflets and other descriptive matters of UCS represent the general nature of the EQUIPMENT described therein but are indicative only and do not constitute a warranty or otherwise form part of the CONTRACT.
- 8.2 The CLIENT warrants that the DELIVERY of the EQUIPMENT is conclusive proof that the EQUIPMENT has been examined by the CLIENT and found it to be in good condition and in accordance with the manufacturer's specification and it shall be conclusively presumed that the EQUIPMENT has been received in good condition and in every way satisfactory for the CLIENT'S purposes.
- 8.3 Where UCS is the manufacturer of the EQUIPMENT purchased by the CLIENT, UCS warrants that on DELIVERY and for a period of twelve (12) months from DELIVERY (the "WARRANTY PERIOD"), any EQUIPMENT sold to the CLIENT pursuant to these TERMS AND CONDITIONS shall:
 8.3.1 conform in all material respects with its description contained in the relevant PROPOSAL and/or ORDER ACCEPTANCE and any applicable specification requested by the CLIENT and agreed to in writing prior to receipt of the applicable ORDER ACCEPTANCE by the CLIENT;
 8.3.2 be free from material defects in design, material and workmanship;
 8.3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

- 8.3.4 be fit for the purposes specified in the PROPOSAL and/or ORDER ACCEPTANCE.
- 8.4 Subject to ARTICLE 8.5, if: -
- 8.4.1 the CLIENT gives notice in writing to UCS in accordance with ARTICLE 21.2 during the WARRANTY PERIOD within a reasonable time of discovery that the EQUIPMENT does not comply with the warranty set out in ARTICLE 8.3; and
- 8.4.2 UCS is given a reasonable opportunity of examining such EQUIPMENT (with any cost incurred in undertaking such examination at the expense of the CLIENT); and
- 8.4.3 the CLIENT (if asked to do so by UCS returns such EQUIPMENT at the CLIENT'S own cost to such a location as UCS may direct in order to examine the EQUIPMENT, UCS shall, at its option, repair or replace the defective EQUIPMENT.
- 8.5 UCS shall not be liable for failure of the EQUIPMENT to comply with the warranty set out in ARTICLE 8.3 if: -
- 8.5.1 the CLIENT makes any further use of such EQUIPMENT after giving notice in accordance with ARTICLE 8.4.1; or
- 8.5.2 the defect arises because the CLIENT failed to follow the UCS' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the EQUIPMENT or (if there are none) good trade practice; or
- 8.5.3 the defect arises as a result of UCS following any drawing, design or specification supplied by the CLIENT; or
- 8.5.4 the CLIENT alters or repairs such EQUIPMENT without the written consent of UCS; or
- 8.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 8.6 The conditions set out in ARTICLE 8.5 shall apply to any repaired or replacement EQUIPMENT supplied by UCS, however, nothing in the CONTRACT shall serve to extend any warranty period beyond the date of expiry of the original WARRANTY PERIOD.
- 8.7 Where UCS is not the manufacturer of the EQUIPMENT, UCS will endeavour to transfer to the CLIENT the benefit of any warranty or guarantee given to the CLIENT. For the avoidance of doubt, UCS will not be responsible for any warranty on any CLIENT supplied equipment, unless otherwise specifically agreed to in writing.
- 8.8 UCS warrants that it will carry out such services in respect of REPAIRED EQUIPMENT as shall be agreed with the CLIENT in the CONTRACT with reasonable skill and care and that on DELIVERY and for a period of three (3) months from DELIVERY (the "REPAIRED EQUIPMENT WARRANTY PERIOD"), such services shall: -
- 8.8.1 have been carried out in accordance with the instructions contained in the relevant PROPOSAL and/or ORDER ACCEPTANCE; and
- 8.8.2 be free from material defects in workmanship.
- 8.9 The warranties given above are limited warranties and are the only warranties made by UCS. UCS does not make, and the CLIENT hereby expressly waives, so far as is permitted by law, all other warranties and implied terms arising by statute, operation of law or otherwise. The stated express warranties are in lieu of all liabilities or obligations of UCS for damages arising out of or in connection with the DELIVERY, use or performance of the EQUIPMENT or REPAIRED EQUIPMENT.
- 8.10 The warranties given above are not offered and shall not be effective in the event any sums due to UCS under the CONTRACT are not fully paid by the CLIENT.
- 8.11 Other than as provided in this ARTICLE 8, no warranty is given with respect to any information or SERVICES provided by UCS save where expressly stated in these TERMS AND CONDITIONS. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the CONTRACT.

ARTICLE 9 DELIVERY

- 9.1 UCS will DELIVER the EQUIPMENT or REPAIRED EQUIPMENT in accordance with ORDER ACCEPTANCE.
- 9.2 Any dates specified by UCS for DELIVERY of the EQUIPMENT or REPAIRED EQUIPMENT are intended to be an estimate and time for DELIVERY shall not be made of the essence by notice. If no dates are so specified, DELIVERY will be within a reasonable time.
- 9.3 UCS will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in DELIVERY of the EQUIPMENT or REPAIRED EQUIPMENT (even if caused by the UCS'S negligence), nor will any delay entitle the CLIENT to terminate or rescind the CONTRACT unless such delay exceeds one hundred and eighty (180) days.
- 9.4 If for any reason the CLIENT will not accept DELIVERY of the EQUIPMENT or REPAIRED EQUIPMENT, or the CLIENT is unable to DELIVER the EQUIPMENT or REPAIRED

EQUIPMENT because the CLIENT has not provided appropriate instructions, documents, licenses or authorisations: -

- 9.4.1 risk in the EQUIPMENT will pass to the CLIENT (including for loss or damage caused by UCS' negligence);
- 9.4.2 the EQUIPMENT or REPAIRED EQUIPMENT will be deemed to have been DELIVERED; and
- 9.4.3 UCS may store the EQUIPMENT OR REPAIRED EQUIPMENT until DELIVERY whereupon the CLIENT will be liable for all related costs and expenses (including, without limitation, storage and insurance).

ARTICLE 10 NON-DELIVERY

- 10.1 The quantity of any consignment of EQUIPMENT or REPAIRED EQUIPMENT as recorded by UCS upon despatch from UCS' place of business shall be conclusive evidence of the quantity received by the CLIENT on DELIVERY unless the CLIENT can provide conclusive evidence proving the contrary.
- 10.2 UCS shall not be liable for any non-DELIVERY of EQUIPMENT or REPAIRED EQUIPMENT (even if caused by UCS' negligence) unless written notice is given to UCS within three (3) days of the date when the EQUIPMENT or REPAIRED EQUIPMENT would in the ordinary course of events have been DELIVERED.
- 10.3 Any liability of UCS for non-DELIVERY of the EQUIPMENT shall be limited to replacing the EQUIPMENT within a reasonable time or issuing a credit note at the CONTRACT rates on a pro rata basis against any invoice raised for such EQUIPMENT.

ARTICLE 11 CANCELLATION

- 11.1 UCS reserves the right to accept or reject any request for cancellation from the CLIENT. In the event of such a request being acceptable to UCS, the CLIENT shall pay to UCS such reasonable amounts as agreed between the PARTIES at the time of cancellation as to compensate UCS for work completed in pursuance of the provision of the SERVICES including, but not limited to, any DELIVERY costs.

ARTICLE 12 TERMINATION

- 12.1 Upon the termination of the CONTRACT, all rights in and to the EQUIPMENT (unless such EQUIPMENT has been sold to the CLIENT and has been fully paid for by the CLIENT) shall automatically revert to UCS. UCS shall have the right to enter any premises to take immediate possession of the EQUIPMENT without further notice or demand and the CLIENT shall immediately inform UCS of the location of the EQUIPMENT.
- 12.2 UCS shall have the right by giving ten (10) days written notice in accordance with ARTICLE 21.2 to the CLIENT to terminate all or any part of the SERVICES or the CONTRACT at such time or times as UCS may consider necessary to suit the convenience of UCS.
- 12.3 If: -
- 12.3.1 the CLIENT fails to make any payment due by it to UCS under the CONTRACT on the due date or breaches any other obligation under the CONTRACT; or
- 12.3.2 the CLIENT passes a resolution to be wound up or a petition is presented for the winding-up of the CLIENT or a winding-up order is made in respect of the CLIENT or a provisional liquidator, interim liquidator or liquidator is appointed to the CLIENT; or
- 12.3.3 any steps are taken to put the CLIENT in administration pursuant to Schedule B1 of the Insolvency Act 1986 or an administrator is appointed to the CLIENT; or
- 12.3.4 a judicial factor is appointed to the CLIENT or a receiver is appointed over all or any part of its assets; or
- 12.3.5 the CLIENT is sequestrated or grants a trust deed for behoof of its creditors or makes or seeks to make any arrangement or compromise with its creditors generally; or
- 12.3.6 the CLIENT is subject to any formal or informal insolvency proceedings under any jurisdiction or anything analogous to any of the matters referred to in ARTICLES 12.3.2 to 12.3.5 happens in relation to the CLIENT in any jurisdiction; or
- 12.3.7 the CLIENT becomes in the reasonable opinion of UCS unable to pay its debts as they fall due or properly fulfil its obligations under the CONTRACT or ceases or threatens to cease carrying on business,
- UCS shall be entitled but not bound to terminate the CONTRACT with immediate effect and without liability to the CLIENT by giving written notice to that effect to the CLIENT and such termination shall be in addition to and without prejudice to other CLAIMS, rights and remedies which UCS may have against the CLIENT in relation to the CONTRACT or for any breach of contract.

12.4 Exercise of the right of termination afforded to either PARTY shall not prejudice legal rights or remedies either PARTY may have against the other in respect of any breach of the terms of the CONTRACT.

12.5 Where UCS APPROVES the CLIENT'S ORDER and issues an ORDER ACCEPTANCE, the CLIENT shall not be permitted to terminate any element of the SERVICES which is the subject of an advance commitment made by the CLIENT. Save where otherwise agreed in writing, UCS reserves the right to continue charges until the expiry of any TERM as specified in the APPROVED ORDER, in the event that any of the SERVICES are demobilised by the CLIENT prior to the expiry of such TERM. UCS also reserves the right to retain in their entirety all payments made by the CLIENT to UCS with respect to any advance commitment. Early termination of an ORDER and any specified SERVICES within same, shall only be permitted in accordance with ARTICLE 9 of these TERMS AND CONDITIONS.

12.6 UCS may terminate the CONTRACT with immediate effect due to a material breach of these TERMS AND CONDITIONS by the CLIENT.

12.7 In the event of termination of the CONTRACT in accordance with ARTICLE 12.2, 12.3 and/or 12.6 the CLIENT warrants that it shall make full payment to UCS, on UCS' demand, of all amounts outstanding and due under the CONTRACT and these TERMS AND CONDITIONS. Such payment shall be made to UCS, within ten (10) BUSINESS DAYS of the date of UCS' demand. RENTAL CHARGES AND OPERATOR CHARGES shall continue to accrue until the return by CLIENT of rental EQUIPMENT and/or OPERATORS to UCS' premises or such other premises as specified by UCS.

12.8 The rights and obligations contained in ARTICLES 4,6,7,12,14,15,16,18,19,20,21 and 25 shall remain in full force and effect notwithstanding the expiry or earlier termination of the CONTRACT.

ARTICLE 13 FORCE MAJEURE

13.1 Neither PARTY shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said PARTY is unable to provide against.

13.2 For the purposes of this CONTRACT, only the following occurrences shall be force majeure: - riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power; ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity; strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its subcontractors/SUBCONTRACTORS or its suppliers and which affect a substantial or essential portion of the WORK; Maritime or aviation disasters; changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

13.3 In the event of a force majeure occurrence, the PARTY that is or may be delayed in performing the CONTRACT shall notify the other PARTY without delay in accordance with ARTICLE 21.2, giving full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.

13.4 Where the force majeure continues for more than seven (7) BUSINESS DAYS, the PARTIES will meet and mutually agree an alternative means to bypass the effects of the force majeure.

ARTICLE 14 CONFIDENTIALITY

14.1 The CLIENT shall ensure the CLIENT GROUP preserves secrecy concerning the CONTRACT and UCS GROUP and their respective activities and will not publish or disclose any CONFIDENTIAL INFORMATION relating hereto without UCS' prior written consent.

ARTICLE 15 INTELLECTUAL PROPERTY

15.1 All INTELLECTUAL PROPERTY rights created or arising in connection with the SERVICES shall vest in UCS.

15.2 All INTELLECTUAL PROPERTY rights owned by UCS prior to the SERVICES being performed shall remain the property of UCS at all times.

ARTICLE 16 DATA PROTECTION

16.1 Both PARTIES undertake to comply with all applicable requirements of the DATA PROTECTION LEGISLATION. This ARTICLE 16.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the DATA PROTECTION

LEGISLATION. The PARTIES acknowledge that for the purposes of the DATA PROTECTION LEGISLATION, the CLIENT is the controller and UCS is the processor.

ARTICLE 17 INFORMATION

17.1 The CLIENT accepts that any assistance provided by UCS, by way of technical or engineering support and/or the supply of information or SERVICES is advisory only and UCS shall not be liable for any CLAIMS arising from the CLIENT'S use of the same, except as otherwise specifically provided herein.

ARTICLE 18 COMPLIANCE

18.1 **Anti-Bribery and Corruption:** As regards to the CONTRACT, each PARTY shall (i) comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010 and (ii) undertakes and warrants to the other PARTY that it and its officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting directly or indirectly on its behalf, shall not, directly or through THIRD PARTIES, give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for the purpose of (i) securing any improper advantage for UCS or the CLIENT, (ii) inducing or influencing a PUBLIC OFFICIAL improperly to take action or refrain from taking action in order for either PARTY to obtain or retain business, or to secure the direction of business to either; or (iii) inducing or influencing a PUBLIC OFFICIAL to use his/her influence with any Government or public international organization for such purpose. Breach of this ARTICLE 18.1 shall be deemed a material breach of the CONTRACT.

18.2 The CLIENT shall indemnify UCS from and against any and all CLAIMS taxes, levies or duties and any associated fines and penalties incurred by, or awarded against, UCS as a result of any breach of the obligations set out in ARTICLE 18.1 by the CLIENT GROUP.

18.3 **Trade Laws:** The CLIENT acknowledges that UCS and the EQUIPMENT and SERVICES are subject to TRADE LAWS and the CLIENT warrants that it shall comply in all respects with all applicable TRADE LAWS and will not cause UCS to be subject to punitive measures under any laws. UCS shall be under no obligation to supply any EQUIPMENT or SERVICES to the CLIENT under the CONTRACT if UCS determines, at its sole discretion, that to do so would breach any TRADE LAWS or cause UCS to be subject to punitive measures under any laws.

18.4 UCS shall be responsible for obtaining any export licence(s) required for the export of the EQUIPMENT by UCS to the jurisdiction(s) specified in the CONTRACT as DELIVERY locations, and the CLIENT warrants that it will use the EQUIPMENT only in those jurisdiction(s) and for the purposes specified in the CONTRACT.

18.5 The CLIENT warrants that it shall comply in all respects with the export and re-export restrictions set forth in any export licence(s) acquired by UCS pursuant to ARTICLE 18.4 and that it shall comply with any end-user undertaking(s) given by the CLIENT in relation to any such export licence(s).

18.6 In the event that the CLIENT intends to export EQUIPMENT from the jurisdiction(s) to which that EQUIPMENT was DELIVERED by UCS pursuant to the CONTRACT to any other jurisdiction, the CLIENT shall be responsible for obtaining any necessary export licence(s) from the relevant authorities. The CLIENT specifically agrees to determine whether an export licence is required and to obtain any required licence(s) prior to exporting.

18.7 UCS may, at its sole discretion, withhold any payments which are payable to the CLIENT in terms of the CONTRACT and UCS may also, at its sole discretion, suspend the CONTRACT at any time and without liability if it believes in good faith that the CLIENT has breached any of the obligations it has undertaken pursuant to ARTICLE 18.

18.8 The CLIENT shall indemnify UCS from and against any and all CLAIMS against UCS as a result of any breach of the obligations set out in ARTICLES 18.5, 18.6 and 18.7 by the CLIENT or persons associated with the CLIENT, any person working for the CLIENT or any THIRD PARTY retained by the CLIENT.

18.10 **Forced Labour:** Both PARTIES shall comply with all applicable laws, statutes, regulations and codes relating to slavery servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015 and undertake not to purchase any resource, materials or products from producers, suppliers or manufacturers using forced or compulsory labour in its operations or practices.

18.11 Each PARTY shall immediately notify the other if it becomes aware of any breach or alleged breach of ARTICLE 20.10 within its supply chain.

18.12 The CLIENT shall indemnify UCS from and against any and all CLAIMS taxes, levies or duties and any associated fines and penalties incurred by, or awarded against, UCS as a result of any breach of the obligations set out in ARTICLE 18.10 by the CLIENT GROUP.

18.13 Breach of ARTICLE 18.10 shall be deemed a material breach of the CONTRACT.

ARTICLE 19 RIGHTS OF THIRD PARTIES

19.1 The PARTIES agree that no provision of the CONTRACT will by virtue of the Contract (Third Party Rights) (Scotland) Act 2017 ("the Act"), confer any benefit on nor be enforceable by any person who is not a member of the UCS GROUP or the CLIENT GROUP, save for any indemnity under ARTICLE 5. The indemnity provisions of ARTICLE 5 are intended to be enforceable by any such indemnity by virtue of the Act.

ARTICLE 20 DISPUTE RESOLUTION

20.1 If any dispute arises in connection with the CONTRACT, UCS' Regional General Manager and the CLIENT'S equivalent shall, within thirty (30) BUSINESS DAYS of a written request from one (1) PARTY to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the matter shall be passed to the Business Development Director or equivalent of each PARTY who shall meet within thirty (30) BUSINESS DAYS of the initial meeting, in a good faith effort to resolve the dispute. If the dispute is still not resolved, the PARTIES will attempt to settle it by mediation in an appropriate forum agreed on by both PARTIES. In the absence of any agreement being reached on a particular dispute either PARTY may take appropriate action in the courts to resolve the dispute at any time, however it shall be a condition precedent to the referral of a dispute to the courts under this ARTICLE 20.1, that the PARTY which intends to commence proceedings in relation to the dispute, first uses its reasonable endeavours to follow and complete the procedures set out in this ARTICLE 20.1.

ARTICLE 21 GENERAL PROVISIONS

21.1 **Assignment and Subcontracting:** UCS may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the CONTRACT. The CLIENT may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the CONTRACT without UCS' prior written consent.

Independence of UCS: UCS shall act as an independent contractor with respect to the CONTRACT. Nothing in this CONTRACT is deemed to, establish any partnership or joint venture between the PARTIES, make any PARTY the agent or employee of the other PARTY, or authorise a PARTY to make or enter into any commitments for or on behalf of the other PARTY.

21.2 **Notices:** Any notice or other communication given to a PARTY under or in connection with the CONTRACT shall be in writing, addressed to that PARTY at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that PARTY may have specified to the other PARTY in writing in accordance with this ARTICLE 21.2, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier, or e-mail to PARTY representatives. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office (if it is a company) or its principal place of business (in any other case) or such other address as that PARTY may have specified to the other PARTY in writing in accordance with this ARTICLE, if sent by pre-paid first class post or recorded delivery, at 10.00 am on the second BUSINESS DAY after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one BUSINESS DAY after transmission. The provisions of this ARTICLE shall not apply to the service of any proceedings or other documents in any legal action.

21.3 **Severance:** If any provision of the CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity and unenforceability shall not affect the other provision of the CONTRACT and all provision not affected by such invalidity or unenforceability shall remain in full force and effect. If any invalid or unenforceable provision would be valid or enforceable if some of part of it was deleted or modified, the provision will apply whatever modification is necessary to give effect to the commercial intentions of the PARTIES.

21.4 **Waiver:** A waiver of any right or remedy under the CONTRACT is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the CONTRACT or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.5 **Variation:** Except as set out in the CONTRACT, any variation to the CONTRACT, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the both PARTIES.

21.6 **Entire Agreement:** The CONTRACT constitutes the complete and exclusive statement of the agreement between the PARTIES as to the subject matter hereof and supersedes all previous agreements with respect thereto. Each PARTY hereby acknowledges that it has not entered into the CONTRACT in reliance upon any representation made by the other PARTY but not embodied in the CONTRACT.

21.7 **Counterparts:** Any element of the CONTRACT and any further instruments in writing applicable to the CONTRACT, may be executed in counterparts, each of which shall be considered an original. Any element of the CONTRACT and any further instruments in writing applicable to the CONTRACT, may be executed by one or more of the PARTIES by electronic transmission using a .pdf format signature and each PARTY agrees that

the reproduction of signatures by way of tele-copying device or electronically by .pdf will be treated as though such reproductions were executed originals.

21.8 **Governing Law and Jurisdiction:** The Law of Scotland shall govern the construction, validity and performance of these TERMS AND CONDITIONS in all respects. The CLIENT hereby submits to the exclusive jurisdiction of the Scottish Courts and in particular the Court of Session and the Sheriff Courts of Grampian, Highlands and Islands.

21.9 **Exclusivity:** The CONTRACT is a non-exclusive contract.

SECTION II - TERMS AND CONDITIONS OF RENTAL AND PROVISION OF OPERATORS

ARTICLE 22 RENTAL PERIOD

22.1 The RENTAL PERIOD commences upon the day the rental EQUIPMENT is despatched by UCS or collected by or on behalf of the CLIENT from the UCS' premises or such other premises as specified by UCS and shall continue until the rental EQUIPMENT is returned to the premises stipulated by UCS between the hours of 8.30am and 5.00pm Mondays to Fridays and a receipt is issued by UCS or is collected by UCS; the foregoing shall apply even if UCS has agreed to cease RENTAL CHARGES.

ARTICLE 23 RENTAL CHARGES

23.1 RENTAL CHARGES will be calculated daily with part days being charged as full days.

23.2 RENTAL CHARGES relate solely to the rental EQUIPMENT and additional charges will be paid by the CLIENT for installation and transportation of the rental EQUIPMENT where this is undertaken by or on behalf of UCS. Where applicable, these additional charges are detailed in the CONTRACT.

23.3 Where the rental EQUIPMENT is returned or collected and is found not to be in the same condition (fair wear and tear being excluded) that it was at the time of DELIVERY then the CLIENT shall be responsible for the costs of UCS returning the rental EQUIPMENT to its condition at the time of DELIVERY, including any necessary cleaning, disinfecting and like charges, plus an administration charge of fifteen percent (15%) of such costs. Where the rental EQUIPMENT is incapable of being restored to its previous condition, the CLIENT shall be responsible for the REPLACEMENT VALUE.

23.4 UCS reserves the right to revise RENTAL CHARGES for EQUIPMENT already being rented to the CLIENT by giving one (1) month's written notice to the CLIENT.

23.5 RENTAL CHARGES relate solely to the rental of the EQUIPMENT and additional charges will be paid by the CLIENT for other services provided by UCS, including but not limited to DELIVERY, transportation, installation, commissioning (or decommissioning) or operation of the EQUIPMENT. Where applicable, these additional charges will be detailed in writing.

23.6 Where in the reasonable opinion of UCS the EQUIPMENT is lost or damaged beyond repair during the RENTAL PERIOD the CLIENT shall pay to UCS on demand the REPLACEMENT VALUE of the EQUIPMENT.

23.7 In either of the cases referred to in ARTICLES 23.3 and 23.6, the RENTAL CHARGES shall continue until the item is repaired, replaced or the full REPLACEMENT VALUE is received.

23.8 The CLIENT agrees to pay all costs (including export and import costs); taxes (including withholding tax, unless otherwise stated on an invoice or agreed in writing between UCS and the CLIENT), levies, duties, expenses or fines assessed by any foreign government or body against the EQUIPMENT in connection with temporary importation and/or exportation of the same.

23.9 The CLIENT agrees to pay all charges arising under this ARTICLE 23.

ARTICLE 24 TITLE

24.1 Nothing in the CONTRACT shall convey to the CLIENT any title to or any right in the EQUIPMENT rented in accordance with SECTION II of these TERMS AND CONDITIONS, including, but not limited to, all proprietary rights or ownership of any modifications. The CLIENT'S sole right in relation to the EQUIPMENT or any modifications is to use the same for the duration of the RENTAL PERIOD.

ARTICLE 25 OBLIGATIONS OF THE CLIENT

During the continuance of the CONTRACT the CLIENT shall: -

25.1 obtain and pay for all necessary licences, certificates, permits, authorisations required for the operation of, or in connection with, the EQUIPMENT and shall maintain the same in full force until the EQUIPMENT is returned;

25.2 maintain effective control of the EQUIPMENT and maintain the EQUIPMENT in a secure location when not in use and in any event not allow the EQUIPMENT to be transferred to any country prohibited at the present time by the Department for

	Business, Energy and Industrial Strategy in the United Kingdom or the Department of Commerce in the United States of America;	27.2.1	shall provide all necessary power sources and other support equipment necessary to enable the EQUIPMENT to be operated satisfactorily;
25.3	not do or fail to do, any act whereby the EQUIPMENT or its use would contravene any statute, rule, regulation, or byelaw or any such licence, certificate, permit authorisation for the time being in force pertaining to the possession, use, maintenance or safety of the EQUIPMENT;	27.2.2	acknowledges that the work intended to be carried out by the CLIENT is the sole responsibility of the CLIENT and UCS shall not be responsible for the quality of the data obtained or work completed;
25.4	not subject the EQUIPMENT to any misuse or unfair wear and tear and ensure that the EQUIPMENT is operated in a skilful and proper manner and by persons who are competent and trained to operate the same;	27.2.3	shall provide transport from UCS' offices to the CLIENT'S WORKSITE (including airfares and other travel costs), reasonable sleeping and living accommodation and food for the OPERATOR;
25.5	permit an authorised representative of UCS at all reasonable times to enter upon premises or any vessel where the EQUIPMENT is located for the purposes of inspection, maintenance, repair or testing;	27.2.4	shall provide an appropriate operating environment for the EQUIPMENT in accordance with the manufacturer's recommendations.
25.6	ensure that the EQUIPMENT will only be operated by trained and competent persons in accordance with UCS' or EQUIPMENT manufacturer's oral or written instructions and where appropriate with valid calibration and/or certification for the duration of the RENTAL PERIOD;	27.3	UCS shall have the right to substitute the OPERATOR (and where appropriate, the EQUIPMENT) upon giving reasonable notice to the CLIENT and the CLIENT shall co-operate with and assist UCS in effecting such substitutions.
25.7	not make any alterations, modifications or technical adjustments or attempt any repairs on the EQUIPMENT without the prior written consent of UCS and in the event of authorisation arrange that all necessary repairs are in accordance with the manufacturer's specification including making good any loss or damage to the EQUIPMENT due to any occurrence whatsoever (fair wear and tear only excepted);	27.4	In the event that the proposed work takes more than the period as agreed in writing, the CLIENT shall pay for the cost of any required replacement of the OPERATOR (in the sole opinion of UCS, having regard to UCS' operational requirements) together with an administration charge of fifteen per cent (15%) of such costs (the "SUBSTITUTION COSTS"). The SUBSTITUTION COSTS shall include airfares and other travel costs to and from UCS' offices together with subsistence and all other reasonable expenses.
25.8	preserve UCS' (and, if relevant, the owner's and manufacturer's) identification numbers, marks, nameplates and labels present on the EQUIPMENT at DELIVERY;	27.5	UCS shall be responsible for the payment of the salary and all social security or equivalent and other payments and taxes in respect of the OPERATOR whilst engaged in work under the CONTRACT. The CLIENT agrees to pay all taxes, levies, or duties assessed by any foreign government in respect of the salary and other payments made by UCS to any OPERATOR and the CLIENT shall indemnify UCS against any such taxes, levies, or duties.
25.9	obtain all prudent insurance cover, including third party liability and cover against loss or damage to the EQUIPMENT for its full REPLACEMENT VALUE; furthermore, the CLIENT shall give UCS immediate written notice of any loss or damage to the EQUIPMENT and shall in the event of loss reimburse UCS the full REPLACEMENT VALUE in respect thereof within fourteen (14) days of the loss; the CLIENT shall produce on demand to UCS a copy of the policy or policies;	27.6	Where it is agreed between the PARTIES that an OPERATOR designated by UCS should visit the CLIENT'S site to operate, service or repair the Equipment, the CLIENT shall be responsible for payment of the OPERATOR CHARGES together with all travel costs, subsistence and related expenses.
25.10	hold on trust for UCS all policy proceeds in or towards satisfaction of the CLIENT'S obligations hereunder;	27.7	Insofar as practicable the OPERATOR will service and repair the EQUIPMENT at the CLIENT'S WORKSITE where required. Any servicing or repair of the EQUIPMENT requiring return of any vessel to port or return of any EQUIPMENT to UCS' offices will be made known as soon as possible to the CLIENT'S designated representative. The costs of returning the EQUIPMENT will be borne by the CLIENT.
25.11	ensure that at the CLIENT'S expense, the EQUIPMENT is kept safe and without risk to health;	27.8	Transit time including any delays to and from port or to and from UCS' offices after discovery of a malfunction will not constitute cause for reduction in payments to UCS.
25.12	ensure that its use of the said EQUIPMENT conforms with the terms and conditions laid down in the Health and Safety at Work Act 1974 and, in particular, sections 2(2)(b) and (2)(c) thereof and to any other national and local Health and Safety Regulations which may be applicable, until the EQUIPMENT is returned;	27.10	All WORK undertaken shall be under the direction of the CLIENT but the actual operation of the EQUIPMENT and the manner of performance of work in connection therewith shall be under the direction and control of UCS and its OPERATOR. The OPERATOR shall not be under the direction or control of the CLIENT, nevertheless, the OPERATOR will co-operate with the CLIENT'S personnel with a view to operating the EQUIPMENT in accordance with their reasonable requirements. Employees of the CLIENT shall not be under the direction and control of UCS or its OPERATORS.
25.13	immediately notify UCS by telephone and subsequently confirm in writing if the EQUIPMENT is involved in any accident resulting in injury to persons or damage to property; the CLIENT shall not admit liability or compromise any CLAIM relating to the EQUIPMENT without the consent of UCS in writing;	27.11	UCS and its OPERATORS shall not be involved in, nor be required nor requested to be, nor become involved in, the operation of any vessel or any other equipment other than the EQUIPMENT supplied under the CONTRACT for any reason whatsoever.
25.14	not sell, assign, mortgage, pledge, let on hire, sub-hire or rent, part with possession, or otherwise deal with or encumber the EQUIPMENT or transfer the benefit of the rental without specific written consent of UCS and not permit the EQUIPMENT to be used by any other party than the CLIENT and its employees;	27.12	The CLIENT shall obtain and pay for all and any permits, licences and other consents and permissions required to enable the OPERATOR to perform the work required by the CLIENT. In the event that costs for such permits, licences and other consents are incurred by UCS, the CLIENT shall refund such costs to UCS on demand where evidence of such costs is provided by UCS to the CLIENT.
25.15	punctually pay all invoices in accordance with ARTICLE 4 of the CONTRACT; and		
25.16	upon expiry of the RENTAL PERIOD, return the EQUIPMENT at the CLIENT'S expense to UCS in good repair and condition.		

ARTICLE 26 MAINTENANCE

26.1	The CLIENT shall notify UCS if any maintenance of the EQUIPMENT is required and adhere to instructions received from UCS. UCS will either grant permission for the CLIENT to undertake maintenance work or require the EQUIPMENT to be repaired by UCS or such other person as may be nominated by UCS.
26.2	In the event of UCS or such other person as may be nominated by UCS, carrying out maintenance work on the EQUIPMENT, this will either be carried out by a fully competent OPERATOR on site or (provided that the CLIENT returns the EQUIPMENT at its own expense to UCS) at such a location as UCS may direct.
26.3	Periods during which the EQUIPMENT is being repaired or maintained will not constitute cause for reduction in RENTAL CHARGES.

ARTICLE 27 PROVISION OF OPERATORS AND OPERATORS WITH EQUIPMENT

27.1	The OPERATOR PERIOD shall commence on the day the OPERATOR depart from their normal UCS working premises and continue until their return to same. The OPERATOR CHARGES shall be in line with the OPERATOR PERIOD.
27.2	Where, UCS supplies an OPERATOR, the CLIENT: -

SECTION III- TERMS AND CONDITIONS OF SALE AND REPAIR

ARTICLE 28 RETENTION OF TITLE

28.1	The EQUIPMENT is at the risk of the CLIENT from the time of DELIVERY.
28.2	Ownership of the EQUIPMENT shall not pass to the CLIENT unless UCS has received in full (in cash or cleared funds) all sums due to it in respect of: -
28.2.1	the EQUIPMENT; and
28.2.2	all other sums which are, or which become due to UCS from the CLIENT on any account.
28.3	Until ownership of the EQUIPMENT has passed to the CLIENT, the CLIENT must: -
28.3.1	hold the EQUIPMENT on a fiduciary basis as UCS' agent;

- 28.3.2 store the EQUIPMENT (at no cost to UCS) separately from all other equipment of the CLIENT or any THIRD PARTY in such a way that they remain readily identifiable as UCS' property;
- 28.3.3 not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the EQUIPMENT;
- 28.3.4 maintain the EQUIPMENT in satisfactory condition insured on UCS' behalf for their full price against all risks to the reasonable satisfaction of the UCS; on request the CLIENT shall exhibit the policy of insurance to UCS; and
- 28.3.5 hold the proceeds of the insurance referred to in ARTICLE 28.3.4 on trust for UCS and not mix them with any other money nor pay the proceeds into an overdrawn bank account.
- 28.4 The CLIENT may re-sell the EQUIPMENT before ownership has passed to it solely on the following conditions: -
- 28.4.1 any sale shall be effected in the ordinary course of the CLIENT'S business at full market value; and
- 28.4.2 any such sale shall be a sale of the UCS' property on the CLIENT'S own behalf and the CLIENT shall deal as principal in making such a sale.
- 28.5 The CLIENT'S right to possession of the EQUIPMENT shall terminate immediately if: -
- 28.5.1 the CLIENT is the subject of a petition for sequestration or makes an arrangement or composition with his creditors or otherwise takes the benefit of any Act or other statutory or regulatory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory, except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamations) or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the CLIENT or for the granting of an administration order in respect of the CLIENT, or any proceedings are commenced relating to the insolvency or possible insolvency of the CLIENT; or
- 28.5.2 the CLIENT suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the CONTRACT or any other contract between the UCS and the CLIENT or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as amended) or the CLIENT ceases to trade; or
- 28.5.3 the CLIENT encumbers or in any way changes any of the EQUIPMENT.
- 28.6 UCS shall be entitled to recover payment for the EQUIPMENT notwithstanding that ownership of any of the EQUIPMENT has not passed from UCS.
- 28.7 The CLIENT grants UCS, its agents and employees an irrevocable licence at any time to enter any premises where the EQUIPMENT is or may be stored in order to inspect it, or, where the CLIENT'S rights to possession have terminated, to recover it.
- 28.8 The title and risk in the REPAIRED EQUIPMENT shall remain at all times with the CLIENT.

ARTICLE 29 CLIENT'S DESIGN, BUILD AND MODIFICATIONS

- 29.1 Where UCS builds and/or modifies EQUIPMENT in accordance with the CLIENT'S drawings, plans, specifications or other information, the CLIENT will defend, indemnify, release and hold harmless UCS from and against any and all CLAIMS by the CLIENT or any other natural or corporate person, such CLAIMS including but not limited to CLAIMS for direct or indirect, special and/or CONSEQUENTIAL LOSS, loss of or damage to property at surface or sub-surface, destruction or economic loss of any kind including property rights, infringement of any patent, design copyright or trade name or mark, or other intellectual property right, death, injury or incapacitation arising, directly or indirectly, or in any manner connected with such EQUIPMENT.