

Terms & conditions for the purchase of goods and services

Terms & conditions for the purchase of goods and services



At Shell, we consider good business to be about relationships, and trust to be at the heart of good business relationships and practice.

The people and companies you trust and have good working relationships with are those you do the best business with. A contract represents the formal basis for trust between the parties who sign it. For all parties to commit to it, a contract must be an accurate account of the agreement reached; and, for it to be read and understood, it must be written in terms that are accessible and familiar. This document aims to honour that trust by laying out its terms and conditions as clearly and unambiguously as possible.



These terms and conditions apply to the contract between **COMPANY** and **CONTRACTOR**. This contract may be in the form of a purchase order or a work statement (the contract).

These terms and conditions are binding between **COMPANY** and **CONTRACTOR**; they supersede and replace any **CONTRACTOR** terms and conditions or previous contracts for any goods or services (defined as scope in the contract). If the parties to this contract agree any special terms, those terms should be documented and added to the purchase order terms – or a further contract should be drawn up containing those special terms. Where these terms and conditions are attached to or incorporated in a contract issued under an existing contract, the terms and conditions of that existing contract will over-rule those of the later contract.

What we mean by some of the words used in the contract

1 Definitions

Commercial terms and conditions

- 2 What we require in relation to scope
- 3 What we require from contractor in relation to goods
- 4 What we require from contractor in relation to services
- 5 Our procedure for invoicing and payment
- 6 Quality assurance
- 7 When a contractor needs access to company systems, information or infrastructure
- 8 Variations in relation to scope
- 9 Inspection, testing, and acceptance of scope
- 10 Contractor's responsibilities if there are defects

Legal terms and conditions

- 11 Performance
- 12 Taxes
- 13 Liens
- 14 Suspension
- 15 Termination
- 16 Liquidated damages
- 17 Liabilities and indemnities
- 18 Insurance
- 19 Compliance with applicable laws, business principles, and HSSE standards
- 20 Confidential information
- 21 Intellectual property
- 22 Financial and performance audit
- 23 Relationship of the parties
- 24 Contractor personnel and subcontracting
- 25 Assignment
- 26 Force majeure
- 27 Notices
- 28 Governing law, dispute resolution and remedies
- 29 Additional legal provisions



Terms & conditions for the purchase of goods and services

continued

What we mean by some of the words used in the contract

1 Definitions



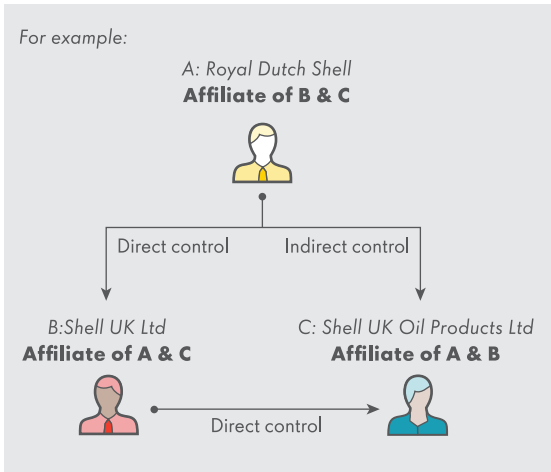
This section gives the meaning of words and expressions (presented here in **bold**) that are used in the contract. Any word that appears in *italics* is defined elsewhere in this section.

Acceptance is the point at which *COMPANY* accepts *scope* (the goods to be delivered or the *services* to be performed) in writing – or is considered to have accepted *scope* in the manner set out in the contract.

Affiliate of a *person* is any other *person* who

- (a) directly or indirectly controls or is controlled by the first *person* or
- (b) is directly or indirectly controlled by a *person* who also directly or indirectly controls the first *person*

A *person* controls another *person* if that first *person* has the power to manage the other *person*, or to influence the way in which they are managed – this can be directly or indirectly, through one or more intermediaries or in other ways. This control may be exerted by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Any *affiliate* of Royal Dutch Shell, plc is an *affiliate* of *COMPANY*.



Agency personnel are those *contractor personnel* who are not direct employees, but are working under the direct control and supervision of *contractor group*.

Anti-corruption laws include the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other *applicable laws* that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of any *government official* or any other *person* – these laws also prohibit providing unlawful gratuities, facilitation payments, or other benefits to such people.

Applicable data protection law covers all laws, rules, regulations, governmental requirements, codes, as well as international, federal, state, provincial laws that apply to *COMPANY* when acting as a controller or processor of *personal data*, in particular Regulation (EU) 2016/679 (GDPR).

Applicable laws may apply to a person, property, or circumstance, and may be amended from time to time. Applicable laws include:

- (a) statutes (including regulations enacted under those statutes)
- (b) national, regional, provincial, state, municipal or local law
- (c) judgments and orders of courts of competent jurisdiction
- (d) rules, regulations and orders issued by authorities
- (e) regulatory approvals, permits, licences, approvals and authorisations

Authorities refers to the government and any county, municipality, local government or other political subdivision, instrumentality, ministry, or department that



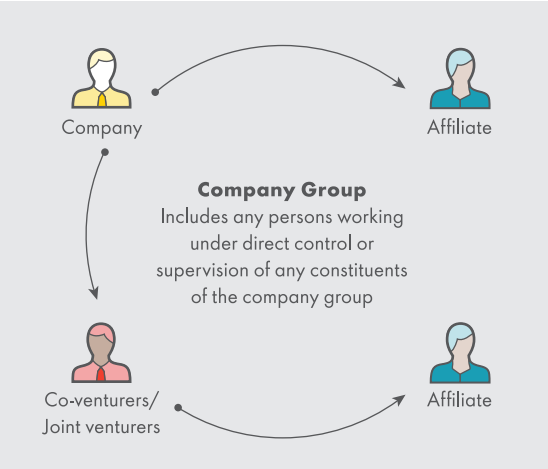
Terms & conditions for the purchase of goods and services continued

has jurisdiction over any part of *scope*, or any county, municipality, local government or other political subdivision of any of these listed.

Books and records include books, accounts, contracts, records and documentation, in electronic format or otherwise, relating to the contract and performance of *scope*.

Company group indicates *COMPANY* and

- (a) its *co-venturers* and *joint ventures*
- (b) any *affiliate* of *COMPANY* (and its *joint ventures*, or its *co-venturers*)
- (c) any director, officer, employee, or other individual working under the direct control and supervision of *COMPANY* (and its *joint ventures*, or *co-venturers*), or the *affiliates* of *COMPANY* (and its *joint ventures*, or *co-venturers*). A reference to *company group* includes a reference to each of its members individually.



Company provided items indicates materials, equipment, *services* or facilities provided by *COMPANY* to *CONTRACTOR* to perform *scope*.

Confidential information is all technical, commercial, photographic or other information – and all documents and other tangible items that record information, whether on paper, in machine-readable format, by sound or video, by way of samples or otherwise – that relates to a *person’s* business, including the *work product, personal data* and *scope* provided to that *person*. The terms extends to a *person’s* business plans, property, way of doing business, business results or prospects, the terms, negotiations, proprietary software, *IP rights* and business records. A reference to *company group’s confidential information* includes *work product* and the terms, negotiations, and existence of the contract.

Consequential loss covers:

- (a) indirect or consequential losses
- (b) loss of production, loss of product, loss of use, and loss of revenue, profit or anticipated profit, whether direct, indirect or consequential, and whether or not the losses could have been foreseen at the time of entering into the contract

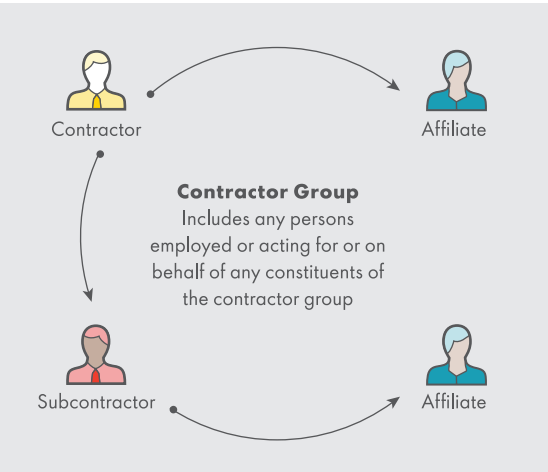
Contract price is the total amount that *COMPANY* is due to pay *CONTRACTOR* under the contract.

Contractor equipment refers to any machinery, plant, tools, equipment, goods, materials, supplies and other items (including all appropriate associated spare parts, storage containers, packing and securing) owned or contracted for by *contractor group*, unless the ownership of these items has not passed and will not pass to *COMPANY* under the contract.

Contractor group includes *CONTRACTOR* and:

- (a) its *subcontractors*
- (b) any *affiliate* of *CONTRACTOR* or its *subcontractors*
- (c) any director, officer, employee, other *person* or *agency personnel* employed by or acting for and on behalf of *CONTRACTOR*, its *subcontractors* or the *affiliates* of *CONTRACTOR* and its *subcontractors*.

A reference to *contractor group* includes a reference to each of its members individually.



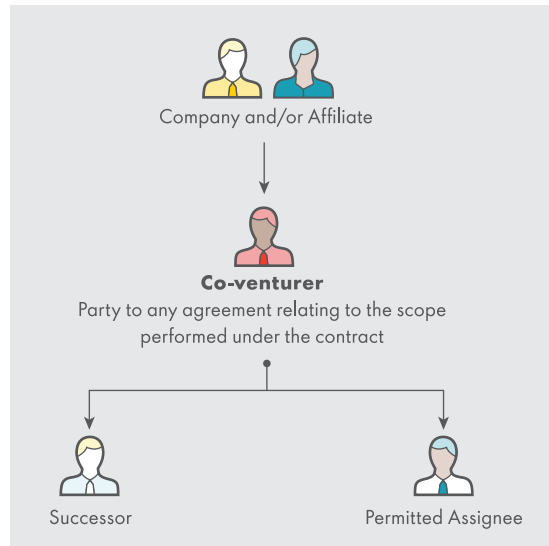
Contractor personnel indicates any individual provided by *contractor group*, whether directly or indirectly, and assigned to work in connection with the performance of *scope*. That individual may or may not be an employee of *contractor group*.

Co-venturer is any *person* who is a party to a joint operating agreement, unitisation agreement (including a *joint*



Terms & conditions for the purchase of goods and services continued

venture) or similar agreement with **COMPANY** or any of its *affiliates*, which is related to *scope* performed under the contract. A reference to *co-venturers* includes a reference to each *co-venturer* individually and to their respective successors and permitted assigns (the people to whom the property or interest of a *co-venturer* may be transferred).



Force majeure event is an event that cannot reasonably be anticipated or avoided – the contract sets out what events qualify as *force majeure events*.

Goods cover the goods, materials, products and equipment **CONTRACTOR** is to supply under the contract.

Government official is a term that covers:

- (a) any official or employee of any government, or any agency, ministry, or department of a government

(at any level)

(b) anyone acting in an official capacity for a government, regardless of their rank or position

(c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party

(d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank)

(e) any immediate family member (meaning a spouse, dependent child or household member) of any of the people identified in (a) to (d)

Health, Safety, Security and Environment (HSSE) standards include:

(a) all HSSE policies, manuals, standards, rules and procedures – as communicated to **CONTRACTOR** by or on behalf of **COMPANY** – designed to manage HSSE risks during performance of *scope* under the contract

(b) all *applicable laws* relating to HSSE

(c) any other rules and procedures (whether issued by *company group* or otherwise) in force at a relevant *company group worksite* at the time of performance of *scope*

Indemnify is to release, save, defend and hold harmless.

Indirect taxes include:

- (a) value added tax
- (b) goods and *services tax*
- (c) sales tax or similar levy

Insolvency event is if or when a *person*:

- (a) stops or suspends, or threatens to stop or suspend, payment of all their debts or a material part of their debts,

or is unable to pay their debts as these fall due

(b) ceases or threatens to cease to carry on all or a substantial part of their business

(c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation/compromise/deferral/general assignment of, all or substantially all of their debts

(d) makes or proposes an arrangement for the benefit of some or all of their creditors of all or substantially all of their debts

(e) takes any step with a view to the administration, winding up, or bankruptcy of that *person*

(f) is subject to an action that involves securing possession of all, or most of their assets, or selling these off to pay a debt, or any similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer

(g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the *insolvency events* listed above

Intellectual property (IP) rights cover all patents, copyright, database rights, design rights, rights in *confidential information*, including know-how and trade secrets, inventions, moral rights, trademarks and service marks (whether these are all registered or not, including all applications for any of them and all equivalent rights in all parts of the world); these rights apply in all circumstances and at any stage of their full term, and include any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.

Joint venture refers to any entity:

(a) which itself is not an *affiliate* of **COMPANY**

(b) in which an *affiliate* of **COMPANY** has a direct or indirect ownership interest



Terms & conditions for the purchase of goods and services

continued

(c) the activities of which are related to **scope**

Liabilities cover liabilities for all claims, losses, damages, costs (including legal fees) and expenses.

Liens is a French word that identifies the right of a **person** to keep possession of attachments, charges, claims or other rights or interests against **scope** or property of **company group**.

Liquidated damages are the sums of money agreed in the contract that **CONTRACTOR** must pay to **COMPANY** if certain events or obligations specified in the contract are not achieved or are not achieved in the time agreed.

Other contractor identifies any other **CONTRACTOR** engaged by **COMPANY** to perform **work** at the **worksite**.

Other permitted buyer refers to:

- (a) **joint ventures**
- (b) **Shell contractors**

Person refers to a human being or a legal entity – including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.

Personal data covers all information relating to an identified or identifiable individual (unless another definition has been agreed for it under **applicable laws**).

Restricted jurisdiction relates to countries or states that are subject to comprehensive economic or trade sanctions, restrictions, or embargoes (which the relevant **authorities** may amend from time to time).

Restricted party refers to:

- (a) any **person** resident, established or registered in a

restricted jurisdiction

(b) any **person** classified as a US Specially Designated National or otherwise subject to blocking sanctions under **trade control laws**

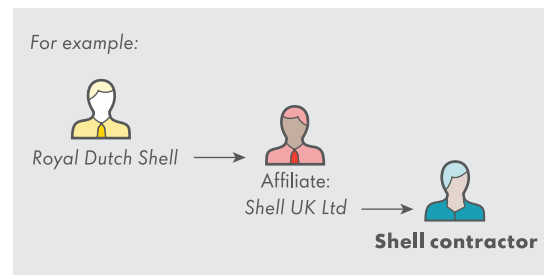
(c) any **affiliates** of such **persons**

(d) any **person** acting on behalf of a **person** referred to in any of the three categories given under this entry

Scope refers to either the **goods** to be delivered or the **services** to be performed by or on behalf of **CONTRACTOR** under this contract, and all other activities and obligations to be performed by or on behalf of **CONTRACTOR** under this contract.

Services are those to be supplied by **CONTRACTOR** under the contract, including the results of those **services**.

Shell contractor refers to a **person** acting as a contractor of an **affiliate** of **COMPANY**.

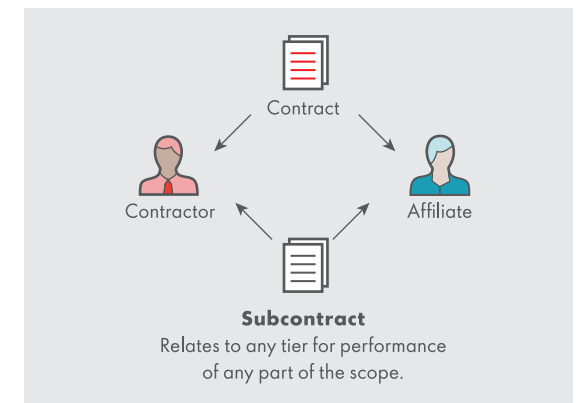


Software includes any software that forms part of **scope** or is necessary for the intended use of **scope**; the term includes the database and all machine codes, binaries, object codes or source codes (whether in a machine or human readable form), and all improvements, modifications, and updates, flow charts, logic diagrams, passwords,

and output tapes, and any future updates, releases and generally available associated software items, together with the licence to use them or ownership rights in them.

Standards of practice is a term used with reference to **scope** and the performance of **scope** to define the sound standards, methods, skill, care, techniques, principles and practices that are recognised and generally accepted in the international energy industry.

Subcontract refers to any contract between **CONTRACTOR** and a **subcontractor** or between a **subcontractor** and another **subcontractor** of any rank or level for the performance of any part of **scope**; the term includes any specific contract (or call-off) under framework agreements of **COMPANY** or an **affiliate** of **COMPANY** and supply agreements for materials.



Subcontractor identifies any party to a **subcontract**, other than **COMPANY** and **CONTRACTOR**, including any employers of **agency personnel** (except as explicitly provided otherwise).



Terms & conditions for the purchase of goods and services

continued

Taxes covers all taxes, duties (import, export, customs, stamp or excise – including clearing and brokerage charges), levies, charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where *scope* is performed or any other country in accordance with *applicable laws*.

Trade control laws covers all *applicable laws* concerning trade or economic sanctions or embargoes, *restricted party lists*, trade controls on the import, export, re-export, transfer or otherwise trade of goods, *services*, software, or technology, including those of the European Union, the United Kingdom and the United States of America.

Variation is a modification, alteration or deletion of all or part of *scope*, or an addition to it.

Variation assessment is a proposal prepared by *CONTRACTOR* which relates to a *variation* and provides full detail of:

- (a) the impact of the proposed *variation* on *scope*
- (b) a detailed schedule for the performance of adjusted *scope*
- (c) the effect on the *contract price* (if any), determined in accordance with the contract
- (d) any other information *COMPANY* concludes is necessary for its evaluation

Variation order is a written order for a *variation* that *COMPANY* has authorised.

Work product refers to any product or material that arises out of *scope* – or is made, created, or generated for *COMPANY*, as a part of *scope* – or that is made, created or generated from or using *company group's confidential information* or *company group's IP rights*; the term includes information,

reports, data, drawings, computer programs, source and object codes, program documentation, spreadsheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents or materials.

Worksite describes the lands, waters, and other places on, under, in, or through which *scope* or activities in connection with *scope* are to be performed; the term includes manufacturing, fabrication or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps or messing facilities – it does not include any lands, waters or other places used during transportation to and from *worksites*.

Commercial terms and conditions

2 What we require in relation to scope



This contract is non-exclusive and carries no requirement for *COMPANY* to purchase any minimum quantities. *COMPANY* may acquire same or similar *scope* from other suppliers.

3 What we require from contractor in relation to goods



- (a) *CONTRACTOR* guarantees that *goods* supplied in connection with the performance of *scope* will:
 - (i) be without fault, defect, or deficiency
 - (ii) be new on delivery, unless otherwise specified in the contract
 - (iii) be fit for use for any purpose specified in the contract

(iv) conform strictly with the contract and any specification, drawing, or other description supplied by *COMPANY* to *CONTRACTOR* and agreed to as part of the contract.

(b) *CONTRACTOR'S* warranty for *goods* applies to all defects arising within 12 months of *COMPANY'S* acceptance of *goods* unless a different period is given in the *scope* description.

(c) After *COMPANY'S* acceptance of *goods*, the warranties set out in this clause (Clause 3) replace all other warranties expressed or implied by statute, common law, custom, usage or otherwise.

(d) In any case where International Commercial Terms (Incoterms) are specified, *CONTRACTOR* retains risk of loss of and damage to the *goods* until delivery is complete in accordance with Incoterms, or until the *COMPANY* takes physical possession of the *goods*.

(e) Ownership of the *goods* will pass to *COMPANY* as soon as either of the following occurs:

(i) risk of loss of and damage to the *goods* passing to *COMPANY*

(ii) *COMPANY* makes payment for the *goods*

(f) *CONTRACTOR* will pack the *goods* so that they may be transported and unloaded safely. *CONTRACTOR* agrees that, on delivery, the *goods* will have been accurately described, classified, marked, and labelled, in accordance with the contract, all *applicable laws* and *standards of practice*.

4 What we require from contractor in relation to services



4.1 Services warranties

(a) *CONTRACTOR* warrants that all *services* supplied in



Terms & conditions for the purchase of goods and services

continued

connection with the performance of *scope* will be:

- (i) performed in accordance with the contract
- (ii) fit for use for any purpose specified in the contract
- (iii) free from any defect or deficiency
- (b) Unless a different period is specified in the *scope* description, *CONTRACTOR'S* warranty for *services* applies to all defects arising within 12 months of *COMPANY'S* *acceptance* of the *services*.
- (c) Following *COMPANY'S* *acceptance* of *services*, the warranties set out in this clause (Clause 4) replace all other warranties expressed or implied by statute, common law, custom, usage or otherwise.
- (d) *CONTRACTOR* will supply *services* diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the contract and all *standards of practice*. *CONTRACTOR* will provide all skills, labour, supervision, equipment, goods, materials, supplies, transport and storage required for *services*.

4.2 Contractor personnel in connection with services

Where *COMPANY* requires, *CONTRACTOR* will at its own expense perform security background checks and obtain entry credentials for *contractor personnel* on *company group worksites*.

5 Our procedure for invoicing and payment



(a) *COMPANY* agrees to pay the *contract price* to *CONTRACTOR* in the currency specified in the Schedule of Prices, and at the times and in the manner specified in this clause (Clause 5). The *contract price* is all-inclusive except for value added tax or sales tax.

(b) *CONTRACTOR* will invoice only after *acceptance* of *scope*, unless other arrangements have been agreed in the contract.

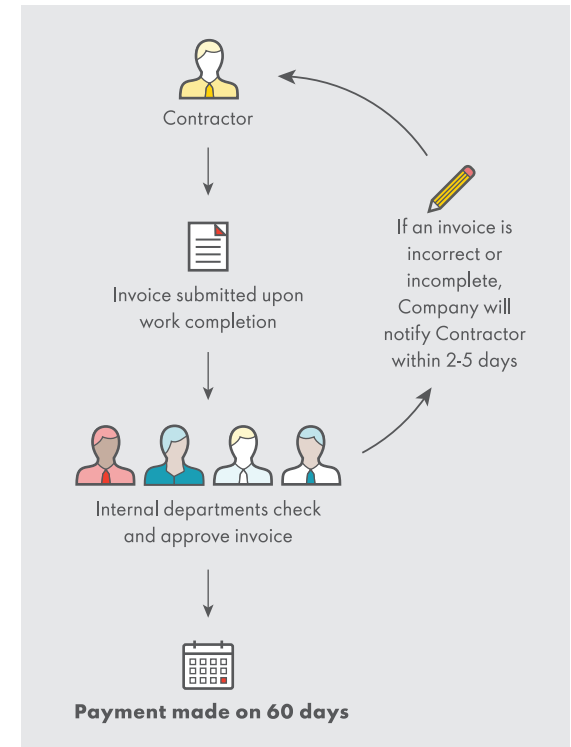
(c) *COMPANY* will pay *CONTRACTOR* any undisputed amount within the time period specified in the contract after it has received a correct and adequately supported invoice (i.e. it has been filled out correctly and contains all the necessary documentation). It takes *COMPANY* 2-5 days to establish whether an invoice is adequately supported, and those days are counted as part of the standard payment term of 60 days after an invoice has been received. *COMPANY* would need to approve any alteration to this standard payment term in advance and in writing.

(d) Payment of an invoice is not:

(i) by itself either an agreed satisfactory conclusion to the obligations of the contract or a limitation of the rights of the parties in connection with the matter

(ii) *acceptance* of *scope* was performed in accordance with the contract

(e) If *COMPANY* disputes an invoice, *COMPANY* may withhold payment of any disputed part of an invoice and pay only the undisputed part. *COMPANY* may also, if notice is first given to *CONTRACTOR*, deduct from the invoice any liabilities between *CONTRACTOR* and *COMPANY* arising out of the contract.



6 Quality assurance



CONTRACTOR must have adequate quality assurance plans or methods in place to support its performance of *scope*.

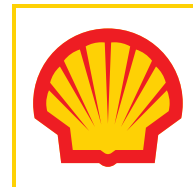
7 When a contractor needs access to company systems, information or infrastructure



Access to *company group's* information technology or


Terms & conditions for the purchase of goods and services

continued




resources (including COMPANY'S infrastructure) in order to perform *scope*, will require CONTRACTOR to sign and comply with COMPANY'S standard terms and conditions for access and security – unless the parties agreed otherwise in writing.

8 Variations in relation to scope

 COMPANY may request, or CONTRACTOR may initiate, a *variation assessment*. CONTRACTOR is not entitled to a *variation* for matters that were included in *scope*, or matters that CONTRACTOR agreed to perform or should take into account in connection with the contract. COMPANY may accept the *variation assessment* by issuing a *variation order*, or reject the *variation assessment*.

9 Inspections, testing and acceptance of scope

 (a) To confirm *scope* complies with the contract, CONTRACTOR will perform all tests and inspections required by the contract, *applicable laws* and, unless otherwise specified in the contract, *standards of practice*.


(b) CONTRACTOR will request *acceptance* of *goods* upon the completion of the delivery of these *goods*, or *acceptance* of *services* upon the completion of these *services*. *Acceptance* has occurred if one of the following takes place:

- (i) COMPANY has notified CONTRACTOR in writing
- (ii) 30 days has passed after CONTRACTOR'S request for *acceptance*
- (iii) *scope* is put into commercial use by *company group*

Acceptance of *goods/services* marks the start of the warranty period. Other remedies that are included in the

contract will not be affected by *acceptance* of *goods/services* and will continue to apply.

10 Contractor's responsibilities if there are defects

 If defects in *scope* are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy them as quickly as possible.

CONTRACTOR'S guaranties against defects are transferable, and CONTRACTOR will transfer to COMPANY all manufacturers' guaranties. Where guaranties against defects are not transferable, upon COMPANY'S request, CONTRACTOR will, on behalf of COMPANY or the organisation to which COMPANY transfers responsibility, pursue all guaranties that cannot be transferred.

In certain circumstances COMPANY may perform, or have others perform, some or all of the remedial actions, without prejudice to other remedies it may have. This may be when:

- (i) emergency situations or other HSSE risks mean that remedial actions need to be carried out immediately
- (ii) CONTRACTOR presents a plan which does not provide for a speedy enough completion of warranty work
- (iii) CONTRACTOR does not complete the actions in the time agreed on the schedule


In these circumstances, CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the contract.

Legal terms and conditions

11 Performance

 CONTRACTOR will participate in business performance reviews established by the *scope* description or, alternatively, by COMPANY'S representative.

12 Taxes

 **12.1 Contractor taxes**
CONTRACTOR will be responsible for payment of all *taxes*, and any interest, fines or penalties for which *contractor group* is liable for:

- (i) income, capital gains, and wages
- (ii) import or export of *contractor equipment*, or the movement of *contractor personnel*

12.2 Indirect taxes

CONTRACTOR will add any *indirect taxes* to the invoice as a separate item, and COMPANY will pay them in addition to the *contract price*.

12.3 Requirements regarding construction activities

- (a) If COMPANY is or becomes a 'CONTRACTOR' (under Chapter 3 of Part 3 of the Finance Act 2004 and associated laws and regulations for the purpose of the Construction Industry Scheme), and if any *scope* is to be performed within the territorial limits of the UK and involves the performance of construction activities specified in Section 74(2) of the Finance Act 2004, CONTRACTOR will promptly provide COMPANY with its tax reference and company registration numbers.
- (b) COMPANY will verify with HMRC whether payment can



Terms & conditions for the purchase of goods and services

continued

be made to **CONTRACTOR** without deduction of tax, before **COMPANY** makes payment.

(c) At the due date for payment, if **COMPANY** has verified with HMRC that **CONTRACTOR** is registered for the scheme and should be paid under deduction, then **COMPANY** will deduct taxes at the rate applicable, except for elements which are exempt from deduction under the term of Chapter 3 of Part 3 of Finance Act 2004.

(d) Where **CONTRACTOR** is not registered, **COMPANY** will deduct tax at the applicable rate.

12.4 Withholding

(a) Where required under *applicable laws*, **COMPANY** will withhold *taxes* from amounts payable to **CONTRACTOR** and pay them over to relevant *authorities*. The sum of the *taxes* being withheld is a corresponding discharge of **COMPANY'S** liability to **CONTRACTOR** under the contract.

(b) **CONTRACTOR** will provide copies of any valid exemption certificate it holds, or further information to demonstrate its entitlement to avoid the withholding; **COMPANY** may then rely on these to apply the exemption.

13 Liens (see section 1 for definition of this term)



CONTRACTOR warrants good and clear title to *scope* supplied. **CONTRACTOR** will not permit *contractor group* to place any *liens* or claim any *liens*. **CONTRACTOR** will immediately notify **COMPANY** and promptly remove any *liens* by *contractor group*.

14 Suspension



(a) **COMPANY** may suspend performance of all or part of *scope* for cause (see Clause 15 for explanation of 'for cause'). Written notice is required for such suspension,

which takes effect immediately pending **COMPANY'S** decision on whether it has grounds to terminate the contract for cause. If there is suspending for cause, **CONTRACTOR** will not be entitled to any *variation* or other compensation.

(b) **COMPANY** may suspend performance of all or part of *scope* for convenience at its own discretion with seven days' prior written notice. **CONTRACTOR** may seek a *variation* if actions required by suspension affect the schedule or timing of *scope*.

(c) **COMPANY** may at any time withdraw by written notice all or part of a suspension; when this happens, **CONTRACTOR** will resume performance.

15 Termination



15.1 Termination by company for cause

(a) **COMPANY** may terminate the contract or part of *scope* for cause by written notice with immediate effect if:

- (i) in the performance of the contract, *contractor group* breaches its own business principles or, if it has no equivalent principles, then Shell's Business Principles
- (ii) *contractor group* violates *anti-corruption laws*, applicable competition laws, *trade control laws*, other *applicable laws* or *HSSE standards*, or causes **COMPANY** to be in violation of those laws or *HSSE standards*
- (iii) *contractor group* becomes a *restricted party*
- (iv) **CONTRACTOR** is subject to an *insolvency event*, including on in which **CONTRACTOR** is an unincorporated *joint venture*, consortium, or similar entity – in such cases an *insolvency event* for one of its members is considered an *insolvency event* for **CONTRACTOR**
- (v) **CONTRACTOR** fails to provide or maintain any security required by the contract, or if a party providing a

guarantee or bond under the contract is subject to an *insolvency event*

(vi) the cap on *liquidated damages* for delay has been reached

(vii) **CONTRACTOR** has abandoned or repudiated the contract

(viii) **CONTRACTOR** wilfully delays performance of the contract, or demonstrates the intention not to continue it

(b) **COMPANY** may terminate the contract or part of *scope* for cause if **COMPANY** determines **CONTRACTOR** materially breached the contract any way other than those set out in Clause 15.1(a). **COMPANY** will first provide written notice, which may require **CONTRACTOR** to remedy the breach; or **COMPANY** may terminate the contract if **COMPANY** determines the breach cannot be remedied in time, or it is not subsequently remedied.

15.2 Termination by company for convenience

COMPANY may terminate the contract or part of *scope* for convenience at its own discretion, as long as it does so with 30 days' prior written notice.

15.3 Termination by contractor for cause

(a) **CONTRACTOR** may terminate the contract if **COMPANY** fails to pay an undisputed amount to **CONTRACTOR** that is properly presented, due, payable for more than 60 days and exceeds 5% of the *contract price*. This assumes complete performance of the contract and is subject to:

- (i) **CONTRACTOR** giving **COMPANY** written notice specifying the unpaid amount and requiring it to be paid within a further period of 14 days of such notice
- (ii) **COMPANY** failing to make the payment or to provide proper grounds for non-payment during the notice period
- (b) **CONTRACTOR'S** termination rights do not apply if **COMPANY** exercises a valid right to make a deduction from

Terms & conditions for the purchase of goods and services

continued



the invoice.

15.4 Contractor obligations on termination

Upon termination, **CONTRACTOR** will promptly cease performance of terminated **scope**, give access to **scope** in progress, avoid unreasonable interference with others, and take reasonable steps to allow **COMPANY** to complete **scope**. These steps include turning over all documentation for **scope** and **software** which was to be supplied in connection with the contract.

15.5 Compensation in the event of termination

(a) If **COMPANY** terminates the contract or part of **scope** for cause, **COMPANY** will determine and pay the amounts (minus any valid deductions) owed to **CONTRACTOR** for **scope** properly performed in accordance with the contract.

(b) If **COMPANY** terminates the whole of the contract for convenience, or **CONTRACTOR** validly terminates for non-payment, **COMPANY** will also pay reasonable, unavoidable and auditable costs that **COMPANY** has agreed elsewhere in the contract to pay on termination for convenience by **COMPANY**.

15.6 Exclusive reasons for termination

The parties waive any right to terminate, rescind or otherwise end the contract on grounds other than those set out in the contract.

16 Liquidated damages



Where any **liquidated damages** are set out in the contract, the following apply:

(a) Unless expressly provided otherwise in the contract, payment of **liquidated damages** will not relieve **CONTRACTOR** from its obligations to complete **scope** in

accordance with the contract.

(b) The parties agree that any liquidated damages are proportionate, having regard to **COMPANY'S** legitimate interest in **CONTRACTOR'S** performance of **scope**, and are not a penalty.

COMPANY may claim demonstrated general damages in any case where liquidated damages are unenforceable.

17 Liabilities and indemnities



(a) Any liability for loss of and damage to property and for personal injury, death or disease to any **person** that arises in connection with the contract will be determined in accordance with **applicable law**.

(b) Neither party will be liable to the other for that other party's own **consequential loss**, regardless of negligence or other fault unless **consequential losses** are caused by the disclosure of **confidential information** or liabilities related to **IP rights**.

18 Insurance



Before beginning performance, **CONTRACTOR** will arrange any insurance required by **applicable law**, and maintain that insurance in effect for as long as the contract lasts. If the obligation to procure insurance and perform other actions in connection with this clause is satisfied, this will not relieve **CONTRACTOR** of any other obligations or **liabilities**.

19 Compliance with applicable laws, business principles, and HSSE standards



19.1 Applicable laws

The parties will comply with **applicable laws** in the performance of the contract and will notify each other of

any material breaches.

19.2 Business principles

(a) **CONTRACTOR** acknowledges that it has actual knowledge of:

(i) the Shell General Business Principles, at [shell.com/sgbp](https://www.shell.com/sgbp), and Shell's Supplier Principles, at [shell.com/suppliers](https://www.shell.com/suppliers)

(ii) Shell's Code of Conduct, at [shell.com/codeofconduct](https://www.shell.com/codeofconduct)

(iii) Shell's Global Helpline, at [shell.com/globalhelpline](https://www.shell.com/globalhelpline)

(b) **CONTRACTOR** agrees that **contractor group** will, in the performance of this contract, adhere to and notify **COMPANY** of violations of **CONTRACTOR'S** business and supplier principles if these are equivalent to **COMPANY'S** principles contained in the Shell General Business Principles and Shell Supplier Principles. Where **CONTRACTOR** does not have equivalent principles, **COMPANY'S** principles will apply.

(c) If **contractor group** supplies staff that work on behalf of **COMPANY** or represent **COMPANY**, **CONTRACTOR** commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

19.3 Anti-bribery and corruption

(a) **CONTRACTOR** affirms that, in connection with this contract and related matters:

(i) it is knowledgeable about **anti-corruption** and will comply with those laws

(ii) **contractor group** has not made, offered, authorised or accepted – and will not make, offer, authorise or accept – any payment, gift, promise or other advantage, whether directly or through any other **person**, to or for the use or benefit of any **government official** or any other **person** where that payment, gift, promise or other advantage would comprise a facilitation payment or violate the relevant **anti-corruption laws**.

Terms & conditions for the purchase of goods and services

continued



(b) CONTRACTOR will immediately notify COMPANY if CONTRACTOR receives or becomes aware of any matter that is prohibited by the preceding paragraph.

(c) CONTRACTOR affirms that no person in contractor group is a government official or other person who could assert illegal influence on behalf of COMPANY or its affiliates. If a person in contractor group becomes a government official, CONTRACTOR will promptly notify COMPANY and, should COMPANY request it, remove that individual from performance in connection with scope.

(d) CONTRACTOR will maintain adequate internal controls and procedures to ensure compliance with anti-corruption laws. This includes the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records.

(e) COMPANY will have the right to confirm compliance with anti-corruption laws and record keeping by audit. CONTRACTOR will keep books and records available for audit for five years after the termination of the contract.

19.4 Export and trade controls

(a) CONTRACTOR will comply with all applicable trade control laws and will provide COMPANY with necessary data to comply with trade control laws.

(b) CONTRACTOR will ensure that, except with the prior written consent of COMPANY:

(i) company provided items are not exported, provided or made available to any restricted jurisdiction or restricted parties

(ii) contractor personnel with access to company group's technical information, information technology resources (including company group's infrastructure) or company group worksites are not restricted parties or nationals of a restricted jurisdiction

(iii) CONTRACTOR will not use subcontractors that are restricted parties

(iv) CONTRACTOR will not source any of the goods, software or technology in scope to be delivered or supplied to COMPANY under this contract, directly or indirectly, from restricted parties or a restricted jurisdiction

19.5 Personal data protection

(a) The parties may provide each other with personal data in the course of the performance of this contract. The processing and transfer of such data will be done in accordance with applicable data protection law. Each party is a data controller in respect of the personal data.

(b) The standard contractual clauses as set out in the Annex to Decision to 2004/915/EC will be incorporated into this agreement in full (including the data processing principles set forth in Annex A to those clauses) if COMPANY is located in the European Economic Area and CONTRACTOR is located in a country that has not been deemed to provide an adequate level of protection for personal data and has not implemented a programme or certification that is recognised as providing an adequate level of protection in accordance with Regulation (EU) 2016/679.

19.6 Health, safety, security, and environment (HSSE)

In performing scope at company group worksites, or other location if specified in the HSSE standards, CONTRACTOR will, and will ensure that contractor group will, at all times:

(i) pursue Shell's HSSE principle of Goal Zero

(ii) comply with IOGP 459 Life Saving Rules, available at iogp.org/life-savingrules/

(iii) comply with other applicable HSSE standards

19.7 Compliance with REACH regulations

(a) In all cases where applicable (as a result of scope provided), CONTRACTOR agrees to comply with Regulation (EC) No. 1907/2006 (REACH), and CONTRACTOR warrants that:

(i) any substances, within the meaning of the REACH regulation, in scope have been validly pre-registered or immediately registered (as applicable) in accordance with REACH (and CONTRACTOR will confirm and provide evidence of compliance in writing to COMPANY before dispatching those items)

(ii) where substances in scope have been pre-registered, CONTRACTOR will take all necessary steps to ensure that those substances are validly registered in accordance with REACH and according to the deadlines set out in REACH

(iii) any registration will cover COMPANY'S uses and applications of the substances (or those of COMPANY'S customers) where these have been notified to CONTRACTOR (or to CONTRACTOR'S 'only representative' if appointed and notified to COMPANY) no later than three months before the relevant registration deadline

(iv) any registration will be kept up to date (including any relevant amendment to uses)

(b) CONTRACTOR will immediately notify COMPANY in writing if any substance in scope may become, or has become, subject to an authorisation or restriction under REACH, or if any circumstance has arisen that would call into question whether any substance in scope is adequately registered.

(c) CONTRACTOR will provide COMPANY with a copy of the current safety data sheets for scope in the format and containing the information required by REACH. CONTRACTOR will send a copy of the safety data sheet in the language required and to the address or contact as advised by COMPANY.

Terms & conditions for the purchase of goods and services

continued



19.8 Customs procedures

(a) When applicable, **COMPANY** and **CONTRACTOR** will each apply to HM Customs and Excise for Shipwork End Use (SEU) and will also, where appropriate, apply for Inward Processing Relief (IPR), Outward Processing Relief (OPR) and Returned Goods Relief (RGR) for their respective import, export and re-import of items required for **scope**.

(b) Where items are sold to **COMPANY** in connection with the provision of **scope**, **CONTRACTOR** will confidentially provide HM Customs and Excise with all data reasonably necessary to enable **CONTRACTOR** to obtain the maximum benefits in terms of reliefs, and will pass all such benefits in full to **COMPANY**.

(c) **COMPANY** and **CONTRACTOR** will each develop, with government authorities, customs procedures for their respective export to an offshore location or vessel from which exploration or exploitation of oil or gas is carried out and for their re-import from an offshore location or vessel from which exploration or exploitation of oil or gas is carried out under the contract.

(d) **COMPANY** and **CONTRACTOR** will each be accountable for compliance with customs procedures, on the basis that each party is a customs-authorised trader in possession (not ownership) of the items subject to customs control at any given time.

(e) **CONTRACTOR** will pay, when due, all import and export **taxes** and duties on items required for the contract and imported or exported by **CONTRACTOR**. **CONTRACTOR** will be responsible for ensuring that it holds the necessary import and export licences issued by the relevant **authorities** before beginning any **scope**.

20 Confidential information



20.1 Obligations in connection with confidential information

(a) **CONTRACTOR** will not disclose **company group's confidential information** without the prior written consent of **COMPANY**, nor permit a disclosure of such information to a third party, and will ensure that **contractor group** follows the same procedure; **CONTRACTOR** will also use **company group's confidential information** only in connection with performance of the contract.

(b) Information that **CONTRACTOR** can prove, when disclosing it, to be public knowledge, in the possession of **CONTRACTOR** without binder of secrecy, or developed independently of **COMPANY'S confidential information** is not **confidential information**. Restrictions on disclosure of **COMPANY'S confidential information** will cease if **CONTRACTOR** can prove that the information had become part of the public knowledge through no fault of **contractor group** or is subsequently disclosed to **CONTRACTOR** without an obligation of confidentiality by a third party who has the legal right to do so.

(c) On **COMPANY'S** request, **CONTRACTOR** will promptly return any **confidential information** and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any **confidential information**.

20.2 Contractor information

Contractor group will not provide **company group** with any proprietary information and **company group** will not have an obligation not to disclose or use information provided by **contractor group** except where the obligation is expressly stated elsewhere in the contract or through a separate agreement.

20.3 External communications

CONTRACTOR must obtain written approval from **COMPANY** before proceeding with any external communications in connection with the contract, disclosure of business relationships or use of **COMPANY'S** trademarks.

21 Intellectual property



(a) **COMPANY'S** ownership rights in scope under this article will not extend to **CONTRACTOR'S IP rights** that:

- (i) pre-existed the performance under this contract
- (ii) are developed independently from performance of this contract
- (iii) are used by **CONTRACTOR** in connection with or to perform this contract, but are not based on or arising out of **company group's IP rights** or **confidential information IP rights** created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of **COMPANY**) to **company group's IP rights**, or made using **company group's confidential information**, will vest with **COMPANY** or its nominee when created, save for **CONTRACTOR'S** retained **IP rights**. All other ownership rights, title, and interest in and to **scope** and **work product** will vest with **COMPANY**. This contract does not grant **contractor group** any rights, title, or interest in or to **company group's IP rights**, other than those set out in this contract.

(b) Having guaranteed that it is entitled to do so, **CONTRACTOR** grants to **company group** the right and licence to possess and use any of **CONTRACTOR'S IP rights** embodied in **scope**. This right and licence is irrevocable, non-exclusive, perpetual, worldwide and royalty-free; it includes the right to grant sub-licences, and the right to import, export, operate, sell, maintain, modify and repair

Terms & conditions for the purchase of goods and services

continued



scope. CONTRACTOR guarantees that any possession or use of *scope* that CONTRACTOR delivers, or of CONTRACTOR'S *IP rights*, will not infringe the *IP rights* of any third party.

(c) CONTRACTOR will *indemnify company group* and any assignees, transferees and sublicensees that this contract permits for any *liabilities* that may result if there is a claim that the ownership, possession or use of any *scope* or *work product* represents an infringement or misappropriation of the *IP rights of any third party*.

22 Financial and performance audit



(a) COMPANY will have the right to audit:

- (i) invoiced charges and proper invoicing
- (ii) other *books and records*
- (iii) the performance of any other of CONTRACTOR'S obligations under the contract, where it is possible for these to be verified by audit

(b) Within 45 days of any audit finding, the parties will settle any amounts charged incorrectly, and CONTRACTOR will provide or re-perform any *scope* that the audit identifies as needing to be done.

(c) CONTRACTOR will keep *books and records* available for audit for whichever is the longer of the following periods:

- (i) five years following termination of the contract or any longer period as required by *applicable laws*
- (ii) two years after the period expires on any obligation of CONTRACTOR to perform or re-perform any *scope*

(d) CONTRACTOR will comply with any requirement in the contract for relevant *books and records* to be retained for a longer period, in order to comply with *anti-corruption laws*.

23 Relationship of the parties



23.1 Independent contractor

CONTRACTOR is an independent contractor in all aspects of performance under the contract. CONTRACTOR is responsible for the method and manner of performance to achieve the results required by the contract.

23.2 No business relationship

(a) The contract and its performance do not create a partnership or *joint venture*, and neither does the contract appoint either party to it as agent of the other. The contract does not permit CONTRACTOR to make any commitment on behalf of *company group*.

(b) CONTRACTOR and *contractor personnel* are not to be considered employees of *company group* and are not eligible to participate in any of *company group's* employee benefit plans.

24 Contractor personnel and subcontracting



24.1 Responsibility

CONTRACTOR is responsible for any *scope* performed by any *subcontractor* and all *contractor personnel*; all activities, omissions and defaults are to be treated as if they were the activities, omissions or defaults of CONTRACTOR.

24.2 Condition to subcontract and formation and content of subcontracts

CONTRACTOR may not *subcontract* any part of its obligations under the contract except as agreed in writing by COMPANY and CONTRACTOR will ensure that subcontracts are in all material respects consistent with the terms and conditions of the contract.

25 Assignment



A party can assign or novate (substitute a new legal obligation for an old one) all or part of the contract only with the written consent of the other party; the exception to this is that, provided COMPANY gives written notice to CONTRACTOR, COMPANY may assign and novate all or part of the contract to an *affiliate* without the consent of CONTRACTOR.

26 Force majeure



(a) If a *force majeure event* prevents performance of part of an obligation of the contract, COMPANY and CONTRACTOR are each excused from performance of the affected part of the contract, unless it was the fault of the party that contributed to the event or unless reasonable care and attention on the part of the party could have avoided or mitigated the circumstances that caused the event.

(b) Only the following are *force majeure events*:

- (i) riots, wars, blockades, or threats or acts of sabotage or terrorism
- (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves or tornadoes
- (iii) radioactive contamination, epidemics, pandemics, maritime or aviation disasters
- (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of *contractor group* or *company group*, which materially makes the party claiming force majeure less able to perform the contract
- (v) government sanctions, embargoes, mandates or laws that prevent performance
- (vi) inability of a party to obtain, in time, licences,



Terms & conditions for the purchase of goods and services

continued

permits or the necessary consent of *authorities* for performance, unless there is an express provision otherwise in the contract

(vii) non-performance of a party's *subcontractor* where the *subcontractor* has been or is affected by one of the above *force majeure events* – performance will only be excused under this sub-paragraph, however, if the parties to the contract agree that in the circumstances it is impracticable to substitute performance by another *subcontractor*

(c) If a party's performance is delayed or prevented, they will notify the other party and use reasonable endeavours to mitigate the effects of any *force majeure event*.

(d) *COMPANY* may terminate the contract or part of *scope* if any *force majeure event* results in a delay of more than 90 consecutive or 180 cumulative days.

27 Notices



All notices or other communications under the contract must be in English and in writing, and delivered in one of these four ways:

- (i) by hand
 - (ii) sent by prepaid courier
 - (iii) sent by registered post
 - (iv) sent by email with a request for confirmation of receipt
- Notices and communications are effective when actually delivered at the address specified in the contract.

28 Governing law, dispute resolution and remedies



28.1 Governing law

This contract, and any dispute or claim arising out of or

in connection with this contract – or its subject matter or formation, including any non-contractual disputes or claims – will be exclusively governed by and construed in accordance with the laws of England and Wales, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this contract.

28.2 Dispute resolution

(a) Any dispute or claim arising out of or in connection with the contract or its subject matter or formation will be finally and exclusively resolved by arbitration by the London Court of International Arbitration under its then current commercial arbitration rules. This shall apply whether the dispute or claim is in tort, contract, under statute or otherwise, including any question regarding the contract's existence, validity, interpretation, breach or termination, and including any non-contractual claim.

(b) The arbitral tribunal, to be appointed in accordance with the arbitration rules, will consist of one arbitrator. If either party asserts that the amount in controversy is more than USD \$5 million, however, then the tribunal will consist of three arbitrators.

(c) The seat of the arbitration will be London, England.

(d) The language of the arbitration will be English.

(e) Nothing in Clause 28 will be understood as preventing any party from seeking conservatory or similar interim relief (where conservatory means aimed at preserving a state of affairs) from any court with competent jurisdiction. The arbitral tribunal will make awards in writing and any such award will be final and binding on the parties. The parties will carry out the award without delay. Judgement upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration

will be considered confidential.

29 Additional legal provisions



(a) The parties retain their rights and remedies under *applicable laws*, subject to any provisions in the contract that provide otherwise.

(b) A provision of the contract may be waived only if made in writing by an authorised representative of the waiving party.

(c) Provisions that state that they survive, or by their nature are intended to survive, completion of performance or termination of the contract do so, along with all remedies attached to them.

(d) For amendments to the contract to be binding, they must be made in writing and signed by the parties' authorised representatives.

(e) *Contractor group* or *company group* that is not a party to the contract is nevertheless entitled to enforce any rights conferred to it; they are not, however, required to consent to, amend or terminate those rights.

(f) The contract sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements relating to the same subject matter, except those agreements or statements expressly referenced in the contract. Any confidentiality agreement relating to the subject matter will remain in effect for the duration of the contract, unless the contract allows it to be terminated or replaced.