



# Terms & conditions for the purchase of goods and services continued

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.



[shell.com/termsandconditions](https://shell.com/termsandconditions)

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.

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# 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

(b) directly or indirectly controls or is controlled by the first *person* or

(c) 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 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.

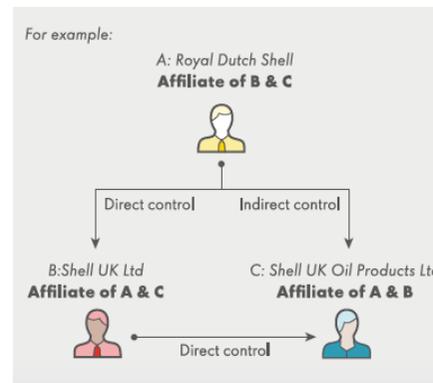
Anti-corruption laws include the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other *applicable laws* that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of any *government official* or any other *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*.

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

- statutes (including regulations enacted under those statutes)
- national, regional, provincial, state, municipal or local law
- judgments and orders of courts of competent jurisdiction
- rules, regulations and orders issued by *authorities*
- 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 has jurisdiction over any part of *scope*, or any county, municipality, local government or other political subdivision of any of these listed.



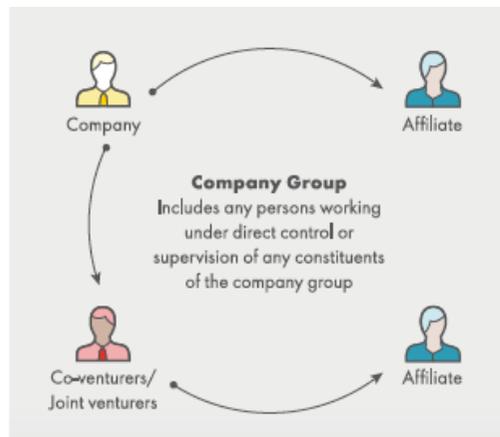
# Terms & conditions for the purchase of goods and services continued

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 member individually.

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



Confidential information is data, software and all technical, commercial, financial, legal or other information, and items that record such data, software or information disclosed by or on behalf of *company group* to *contractor group*, all *work product*, *personal data*, and *scope*, and the terms 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

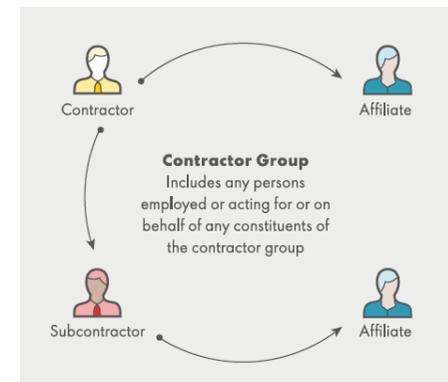
Contract price is the total amount that *COMPANY* is due to pay *CONTRACTOR* under the contract.

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.

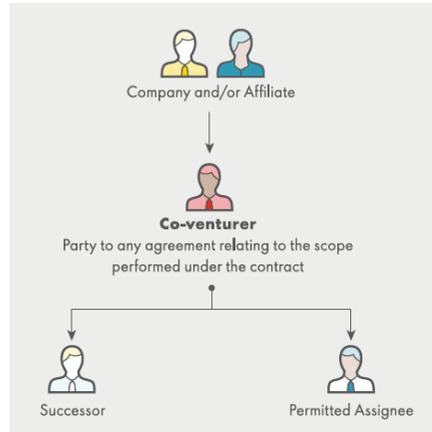


Contractor personnel any individual provided by *contractor group* whether directly or indirectly, and engaged on work connected with the performance of *scope*.

Co-venturer is any *person* who is a party to a *joint* operating agreement, production sharing arrangement or similar agreement or arrangement solely for the purposes of such agreement or arrangement with *COMPANY* or any of its *affiliates*. A reference to *co-venturer* includes a reference to each *co-venturer*

# Terms & conditions for the purchase of goods and services continued

individually and to their respective successors and permitted assigns (the people to whom the property or interest of a *co-venturer* may be transferred).



Employment taxes means Pay As You Earn (PAYE) income tax, employee and employer National Insurance contributions, apprenticeship levy and health and social care levy.

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 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

Intermediary is an intermediary within the meaning of Chapter 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

Intellectual property (IP) rights cover patents, copyrights (including rights in computer software), database rights, design rights and rights in proprietary technical information and know-how, trade secrets and inventions, trademarks, service marks and design 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, reissues, 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
- (c) the activities of which are related to *scope*

# Terms & conditions for the purchase of goods and services continued

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*

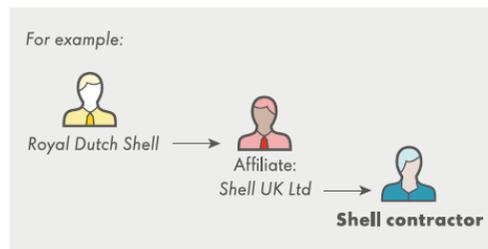
(d) any *person* acting on behalf of a *person* referred to in any of the three categories given under this entry

Scope refers to all activities and obligations performed under this contract including *goods* to be delivered or the *services* to be performed by or on behalf of *CONTRACTOR* under this contract, and any *work product* provided.

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



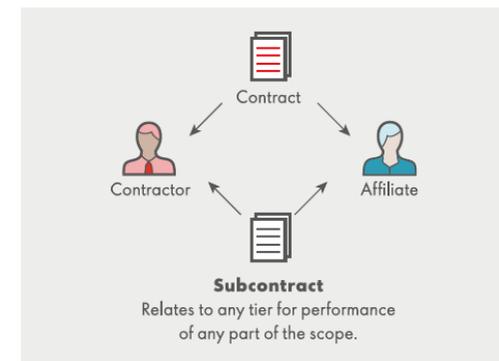
includes the database and all machine codes, binaries, object codes or source codes (whether in a machine or human readable form), and all improvements, modifications, and updates, flow charts, logic

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*.

Third Party Labour is a third party which procures the supply of contract labour, whether directly or via another party.

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 and all information, reports, data, databases, drawings, computer programs (including source code, object code and documentation), semi-conductor topography, mask work, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, materials, or *goods* which arises or is made, created, generated or discovered under the *contract*, in connection with *scope*.

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*.

# Terms & conditions for the purchase of goods and services

## continued

### 4 What we require from contractor in relation to services



#### 4.1 Services warranties

(a) **CONTRACTOR** warrants that all *services* supplied in 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, **COMPANY'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, commonlaw, custom, usage or otherwise.

(d) **COMPANY** 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

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

(b) Unless otherwise agreed in writing, all *contractor personnel* must be directly employed by **CONTRACTOR**. **CONTRACTOR** shall deduct *employment taxes* via PAYE from any payments it makes to *contractor personnel*.

(c) Any agreement to disapply the requirement of clause 4.2(b) that all *contractor personnel* must be directly employed by **CONTRACTOR** shall be on the basis of either of Condition A or Condition B or Condition C.

##### Condition A

**COMPANY** has carried out a status determination in respect of *contractor personnel* and has supplied the *contractor personnel* and **CONTRACTOR** with a status determination statement as defined in Part 2 of the Income Tax (Earnings and Pensions) Act 2003; or

##### Condition B

No *intermediary* shall be involved in the provision of

*contractor personnel* and the alternative contracting arrangements shall be under one of the following scenarios and subject to the following requirements:

(i) If **CONTRACTOR** contracts directly with *contractor personnel* on the premise that the *contractor personnel* is not an employee of **CONTRACTOR**, **CONTRACTOR** shall ensure that *employment taxes* are deducted via PAYE from any payments it makes to *contractor personnel*.

(ii) If **CONTRACTOR** contracts with a *third party labour supplier* for the provision of *contractor personnel*, **CONTRACTOR** shall ensure that *employment taxes* are deducted via PAYE from any related payments made to *contractor personnel* by the party which makes such a payment, whether such payment is made directly to *contractor personnel* by the *third party labour supplier* or otherwise.

##### Condition C

**COMPANY** agrees in writing to disapply the requirements of 4.2(b) on the basis that **COMPANY** has determined that *contractor personnel* are not providing personal services to *company group*.

(c) **CONTRACTOR** must:

(i) notify **COMPANY** of the contractual arrangements it has entered into in respect of the provision of *contractor personnel* and of any subsequent changes to those arrangements; and

(ii) produce documentary evidence of the contractual arrangements it has entered into in respect of the provision of *contractor personnel* when requested by **COMPANY**.

(d) **CONTRACTOR** will *indemnify company group* for any *liabilities* arising out of *contractor group's* breach of any undertakings under this Article, including any resulting obligations on *company group* to pay *employment taxes*, interest and penalties, save that **CONTRACTOR** shall not be required to *indemnify company group* in respect of *employment taxes*, interest and penalties where **COMPANY** has issued a status determination statement which concludes that the off-payroll working rules (IR35) do not apply.

### 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.

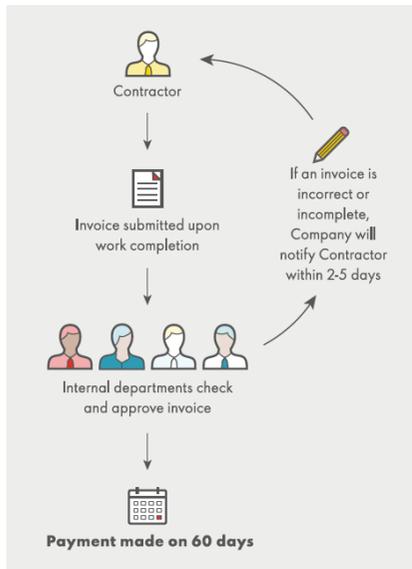
(d) **COMPANY** will pay **CONTRACTOR** any undisputed amount within the time period specified in the contract after it has received a correct and adequately supported invoice (i.e., it has been filled out correctly and contains all the necessary documentation). It takes **COMPANY** 2–5 days to establish 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.

(e) 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

# Terms & conditions for the purchase of goods and services continued

(f) 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 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 **CONTRACTOR'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 HSE 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

# Terms & conditions for the purchase of goods and services continued

(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 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

# Terms & conditions for the purchase of goods and services

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(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 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*.

# Terms & conditions for the purchase of goods and services continued

## 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](http://shell.com/sgbp), and Shell's Supplier Principles, at [shell.com/suppliers](http://shell.com/suppliers)
- (ii) Shell's Code of Conduct, at [shell.com/codeofconduct](http://shell.com/codeofconduct)
- (iii) Shell's Global Helpline, at [shell.com/globalhelpline](http://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

(e) **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*.

(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*

# Terms & conditions for the purchase of goods and services

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### 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 and this contract. For the avoidance of doubt CONTRACTOR may not process, sell, retain, use or disclose the personal data for any purpose other than for the specific purpose of performing the scope specified in this contract or as required or permitted by applicable data protection law. CONTRACTOR certifies that they understand this condition and will comply with it. Each party is a 'data controller' as defined in applicable data protection law in respect of the personal data.

(b) *Personal data* processed by COMPANY is governed by the terms of the Privacy Notice - Business Customer, Supplier, Partner or Investors, available at <https://www.shell.com/privacy/b2b-notice.html> and from the relevant Shell website in each location.

### 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/](http://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.

### 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-authorized 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*.

### 19.9 TUPE Legislation

(a) The parties agree that a Relevant Transfer may occur upon the termination of the contract.

(b) CONTRACTOR agrees that when requested by COMPANY or any New Service Provider, within seven days of the request, it will provide to the New Service Provider or COMPANY any details of *contractor personnel* that COMPANY or the New Service Provider may require. CONTRACTOR guarantees that any information supplied to COMPANY or the New Service Provider under this provision or otherwise, for the purpose of enabling the New Service Provider to prepare a bid for the provision of New Services or for the actual provision of New Services, must be accurate in every material respect.

(c) CONTRACTOR guarantees that it will at all times comply with the TUPE Legislation as implemented in *applicable laws*, if they apply to any of the arrangements envisaged by the contract, including its termination.

(d) CONTRACTOR warrants that it will not during the last 12 months of the term of the contract, or during any period of

# Terms & conditions for the purchase of goods and services continued

notice of termination, and as far as it applies to *contractor personnel* related to the Relevant Transfer change the identity of any *contractor personnel* or change all or any of their terms and conditions of employment without the prior written consent of *COMPANY*, not to be unreasonably withheld.

(e) *CONTRACTOR* agrees that if it is not successful in re-tendering (or if it does not re-tender) for the provision of any New Services at the expiry, early termination or non-renewal of the contract, it will nevertheless consult and co-operate with any New Service Provider in order to facilitate a smooth handover.

(f) If *CONTRACTOR* fails to comply with any of its obligations in the previous paragraphs of this sub-article, then *CONTRACTOR* will indemnify *COMPANY* for all *liabilities* which may be brought against *COMPANY* or the New Service Provider and which arise out of *CONTRACTOR*'s failure to so comply.

(g) *CONTRACTOR* will indemnify *COMPANY* and the New Service Provider for all *liabilities* which may be brought or claimed by all or any *contractor personnel* or any other of *CONTRACTOR*'s employees or former employees or by any other individual engaged at any time by *CONTRACTOR* or any sub-contractor of *CONTRACTOR* to perform the *services*, against *COMPANY* or the New Service Provider in respect of and arising out of a liability which arose during the course of the contract and for which *COMPANY* or the New Service Provider has become liable by virtue of the TUPE Legislation.

(h) For purposes of this sub-article: (i) "New Service Provider" means any *person* that *COMPANY* has engaged or with whom *COMPANY* is in discussions concerning potential engagement, for the purposes of providing New Services to *COMPANY*; (ii) "New Services" means any services which are to be provided to *COMPANY* in substitution for, continuation or replacement of, the Services or any part of the Services; (iii) "Relevant Transfer" means a transfer to which the TUPE Legislation apply; and (iv) "TUPE Legislation" means *applicable laws* in any EU member state which implement the EU Acquired Rights Directive (Council Directive 2001/23/EC of 12 March 2001) or in the UK the Transfer of Undertakings (Protection of Employment) Regulations 2006, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing.

## 20 Confidential information



20.1 Obligations in connection with confidential information

(a) *CONTRACTOR* will not disclose *company group's confidential information* to any third party without the prior written consent of *COMPANY*, and will also use *company group's confidential information* only in connection with performance of the contract.

(b) Information that *CONTRACTOR* can prove, (i) when disclosing it, is either in the public domain or, in the possession of *CONTRACTOR* without binder of secrecy, or developed independently of *COMPANY'S confidential information* is not *confidential information*. *CONTRACTOR*'s obligations regarding *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) After expiration or termination of the *contract*, or on *COMPANY'S* request, *CONTRACTOR* will promptly return or destroy 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. *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* will not broadcast or publish any external communications related to the *contract*.

## 20.4 Mandatory Disclosures

If *CONTRACTOR* is required by any court, judicial, governmental, or regulatory body, or otherwise under *applicable laws*, to disclose any *confidential information*, *CONTRACTOR*, to the extent lawful to do so, shall: (a) promptly notify *COMPANY* of such disclosure requirement to allow *COMPANY* or a member of *company group* to oppose the requirement or to seek a protective order and/or take any other action to protect such information; (b) reasonably cooperate, if requested by *COMPANY* or a member of *company group*, in taking any of these actions at the *COMPANY*'s or member of *company group*'s reasonable cost and expense; (c) disclose only that portion of such information as *CONTRACTOR* is legally required to disclose; and (d) use reasonable endeavours to ensure that confidential treatment is given to such information.

## 21 Intellectual property



(a) Except for *IP rights* vested with *CONTRACTOR* as provided below, all right, title, and interest in and to *work product* hereby vests in *COMPANY* or its designee upon the generation, creation and/or discovery thereof, and shall be *COMPANY'S IP rights*. In addition, all *IP rights* generated, created or discovered hereunder that use or are an improvement *to company group's IP rights*, or are generated, created or discovered using, or are an improvement to, *confidential information*, hereby vests in *COMPANY* or its designee upon the generation, creation and/or discovery thereof, and shall be *COMPANY'S IP rights*. *CONTRACTOR* will execute, and will cause *contractor group* to execute documents, and take all other steps as may reasonably be necessary to document the ownership of *COMPANY* or its nominee in the *IP rights* to allow *COMPANY* to secure, protect, and enforce those rights for the benefit and full use by *company group*. *CONTRACTOR* irrevocably waives,

# Terms & conditions for the purchase of goods and services continued

and will cause *contractor group* to irrevocably waive, any moral or similar, non-transferable rights that any *persons* in *contractor group* may have in *IP rights* vesting in *COMPANY* under this sub-article. All right, title, and interest in and to *work product* generated, created or discovered by *CONTRACTOR* in the performance of *scope* that are an improvement to *CONTRACTOR'S IP rights* hereby vests in *CONTRACTOR* or its designee upon the generation, creation and/or discovery thereof, and shall be *CONTRACTOR'S IP rights* and shall not be subject to the obligations of secrecy and restricted use set forth in the *confidentiality* provisions herein.

(b) *CONTRACTOR*, warranting that it is entitled to do so, grants to *company group* an irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to transfer, assign or grant sub-licences in any of *CONTRACTOR'S IP rights* embodied in any *work product*, to use, have used, make, have made, sell, have sold, operate, have operated, possess, have possessed, import, have imported, export, have exported, copy, have copied, distribute, have distributed, modify, have modified, create derivative works of, have derivative works created of, improve, have improved, repair, have repaired, maintain, have maintained any *work product*. *CONTRACTOR* warrants that the sale, license, use or distribution by any member of *company group* of any *work product* or any other materials made available to *company group* by *CONTRACTOR* in connection with *scope* will not infringe or misappropriate the *IP rights* of any third party.

(c) *CONTRACTOR* will *indemnify company group*, assignees, transferees, and sublicensees permitted by this *contract* for any *liabilities* resulting from any claim that: (i) the *contractor group's* provision of *scope*; (ii) any *work product* provided to *company group*; or (iii) the use of such *work product* by any member of *company group*, infringes or misappropriates the *IP rights* of any third party.

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 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*.

## 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

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(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, 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.

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## 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 language of the arbitration will be English.
- (d) The seat of the arbitration will be London, England.
- (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.