

**INTRODUCTION:**

*The Enerpro Group - Standard Terms and Conditions apply to all such transactions whereby a purchase order is raised to procure goods, services and/or rental for/ on behalf of Enerpro. This Standard Terms and Conditions shall apply automatically with any purchase order raised by any Enerpro entity and particularly in absence of any specific agreement. If such a specific agreement is entered into by the Parties, the terms of that agreement shall take precedence over these Standard Terms and Conditions, save and except where specifically mentioned that the Standard Purchase Order Terms and Conditions shall take precedence.*

***In transactions and/or collaborations where development/innovation of (including but not limited to) goods, services or technology is involved and/or sensitive personal data is being shared between the contracting Parties, a specific supplier agreement for such transactions and/or collaborations shall be entered into. These Standard Purchase Terms and Conditions are generic and may not capture all the subtleties of a unique transaction.***

**PART A: STANDARD GENERAL CONDITIONS** - Applicable to all Contracts for the supply of Goods, Services, Rental Items and Contract Staff.

**PART B: GOODS CONDITIONS** - Applicable to Contracts for the supply of Goods, whether in conjunction with the supply of Services, or Rental Items or otherwise.

**PART C: SERVICES CONDITIONS** - Applicable to Contracts for the supply of Services, whether in conjunction with the supply of Goods or Rental Items.

**PART D: RENTAL CONDITIONS** - Applicable to Contracts for the supply of Rental Items, whether in conjunction with the supply of Goods, or Services.

**PART A: STANDARD GENERAL CONDITIONS**

The conditions of this Part A apply to all Contracts for the supply of Goods, Services, Rental Items and Contract Staff in addition to any other terms and conditions of the Contract.

**1. DEFINITIONS**

**"Affiliate"** means, in relation to any Party, a business entity:

- (a) in which a Party owns directly or indirectly 50% or more of the equity;
- (b) which owns directly or indirectly 50% or more of the equity of the Party;
- (c) of which 50% or more of the equity is owned by a common parent company; or
- (d) which a Party has the responsibility to operate and control, or to provide management and operational services.

**"Background Intellectual Property"** means any pre-existing Intellectual Property that is owned by a Party to the Contract which is in existence before the commencement of the Contract and which that Party is free to disclose to the other Party without being in breach of any obligations to a third Party.

**"Claim"** means any cost, demand, legal proceedings, claims, actions, fines, penalties, obligation, or liabilities of any nature, including legal costs on a full indemnity basis, arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

**"Consequential Loss"** means loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), any losses or damages which are not immediately and directly caused by the relevant act or omission, in each case whether direct or indirect to the extent that these are not included in this definition and whether or not foreseeable at the effective date of the Contract.

**"Contract"** means the contract comprising the Purchase Order and these conditions.

**"Client"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced.

**"Completion Certificate"** means the certificate or certificates issued by Enerpro denoting that the Work have been completed and

handed over to Enerpro in accordance with the requirements of the Contract.

**“Contract Staff”** means the person introduced by Enerpro to the Client for an engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of Enerpro’s own staff.

**“Contract Price”** means the price of the Goods and/or the charge for the Services or Rental Items or Contract Staff.

**“Defect”** means any part or aspect of the Goods, Services, Rental Items or Contract Staff which is not in compliance with the requirements of the Contract.

**“Defects Liability Period”** means the period determined in accordance with Clause 56.

**“Delivery Date”** means the date stipulated in the Contract for delivery by Supplier of the relevant Goods or Services.

**“End User”** means the Client, Person or Company who ultimately will be using, operating or own the plant or equipment.

**“Enerpro”** means the entity issuing the Purchase Order.

**“Enerpro Group”** means Enerpro, Enerpro’s client (always with respect to the work for which the Contract is relating, if any), Enerpro’s subcontractors and suppliers of any tier (always excluding any member of the Supplier Group), its and their respective parents, subsidiaries and Affiliates, agents, representatives, employees, directors, officers and/or assigns.

**“Goods”** means each and every article or thing or any part thereof described in the Contract to be purchased by Enerpro.

**‘Good Engineering and Operating Practices, or GEOP,** means the efficient, economical and safe methods and practices customarily used in activities similar to the activities being undertaken under this Contract and that degree of diligence and prudence reasonably and ordinarily exercised by an experienced Supplier engaged in similar activity under similar circumstances and conditions, in accordance with the common industry standards prevailing at the time the Contract was entered into by Supplier.

**“Intellectual Property”** means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information or other right in respect of any information, process, work, material or method.

**“Introduction Fee”** means the fee payable by the client to Enerpro for an introduction resulting in an Engagement.

**“Legal Requirements”** means present and future obligations arising under (a) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees; (b) the terms and conditions of any applicable Government approvals; and (c) any binding requirement, direction or order of a Governmental agency.

**“New Intellectual Property”** is defined in clause 16(b).

**“Purchase Order”** means the document headed as such and describing the Goods, Services, Rental Items or Contract Staff to be supplied, to which these Conditions are attached.

**“Representative”** means either the Enerpro Representative or the Supplier’s Representative as the context requires.

**“Rental Items”** means each and every article or thing or any part thereof described in the Contract to be rented by Enerpro.

**“Services”** means the services described in the Contract and includes the performance of all incidental or other work or services, and the provision of all materials, deliverables, software, consultancy services and equipment, necessary to allow or assist the performance of the Services.

**“Specification”** means that part of the Contract consisting of a written technical description of materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods or Services, together with any subsequent modification or addition thereto as may be approved in writing by Enerpro.

**“Supplier”** means the person named as the supplier of the Goods, Services or Rental Items in the Contract and includes as appropriate

the Supplier's Affiliates, heirs, executors, administrators, successors, and permitted assigns.

**“Supplier Group”** means the Supplier, the Supplier’s subcontractors and suppliers of any tier, its and their respective parents, subsidiaries and Affiliates, agents, representatives, employees, directors, officers and/or assigns.

**“Work”** means the provision of Goods or Services or Contract Staff in accordance with the terms of the Contract.

**“Work site”** means any Enerpro premises and or any location onshore or offshore where the work is to be carried out.

## 2. INTERPRETATION

The Contract may include the terms “as allowed”, “as approved”, “as directed” or terms of like effect or import to authorise professional judgment by Enerpro or its Representative. In addition, the adjectives “reasonable”, “suitable”, “acceptable”, “proper”, “satisfactory”, or adjectives of like effect or import are used to describe an action or determination of Enerpro Representative in respect to the Goods, Services, Rental Items and Contract Staff. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Goods, Services, Rental Items and Contract Staff for compliance with the requirements of and information in the Contract and conformance with the design concept of the completed Service/Work as a functioning whole fit for its intended purpose. The use of any such term or adjective shall not be effective to assign to Enerpro Representative any duty or authority to supervise or direct the furnishing of Goods, Services, Rental Items and Contract Staff or any duty or authority to undertake responsibility contrary to any other provision of the Contract. Unless stated otherwise in the Contract, words or phrases which have a well-known technical, industry or trade meaning are used in the Contract in accordance with such recognized meaning. The word “non-conforming” when modifying the words “Goods” or “Services” or “Rental Items” or “Contract Staff”, refers to Goods, Services, Rental Items and Contract Staff that fail to conform to the Contract or is fit for its intended purpose.

## 3. INDEPENDENT SUPPLIER

The Supplier is an independent supplier and must exercise independent control, management and supervision in the performance of the Contract. The Supplier is not Enerpro's agent in any way. The Supplier's personnel will not under any circumstances be considered employees of Enerpro for any purpose.

## 4. ASSIGNATION

- (a) The Supplier may not assign the Contract or any part of it without Enerpro’s prior written consent.
- (b) Enerpro may assign the Contract or any part of it and must, within a reasonable time, thereafter, give notice of such assignment to the Supplier.

## 5. SUBCONTRACTING

The Supplier must not, without Enerpro’s prior written approval, subcontract any part of the Contract.

## 6. RATES AND PRICES

- (a) In consideration for the Supplier's performance of its obligations under the Contract, Enerpro will pay the Supplier the rates or prices specified in the Contract. The rates or prices specified in the Contract will be the sole consideration payable to the Supplier for the performance of the Contract.
- (b) No increase in price may be made (whether or account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) without the prior written consent of Enerpro.
- (c) All rates and prices to be in pounds (£) sterling unless as otherwise agreed.

## 7. INVOICING AND PAYMENT

- (a) The Supplier must forward an invoice in a form satisfactory to Enerpro to “accounts@enerpro.co.uk” for payment of invoices on the Contract.
- (b) A Supplier invoice is only valid if it: (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- (c) Enerpro may require that the Supplier furnish satisfactory documentary evidence of the validity of an invoice and any amounts claimed in an invoice.

- (d) Unless otherwise stated, the Supplier shall be entitled to render an invoice upon completion of the Work.
- (e) Enerpro shall pay the undisputed amount of each correct and substantiated invoice within thirty (30) days from when the Supplier's invoice is received.
- (f) Enerpro shall be entitled to set off against the invoiced amounts any sum owed to Enerpro by the Supplier or any portion of the invoiced amounts that is disputed.

#### 8. ASSOCIATED COSTS

Except as otherwise provided in the Contract, the Supplier will be responsible for all costs, expenses and liabilities incurred by the Supplier in connection with the supply of the Goods, Services, Rental Items and Contract Staff.

#### 9. FREE ISSUE MATERIALS

- (a) Title in all free issue materials or items shall always remain with Enerpro and must only be used for the purpose of the Contract.
- (b) The Supplier shall, on completion or earlier termination of the Contract, return to Enerpro all free issue materials and items which are in the Supplier's possession, care, custody or control.
- (c) Risk of the free issue material or items shall remain with Supplier whilst the free issue materials or items are in the possession, care, custody or control of the Supplier and Supplier shall indemnify Enerpro Group against all loss or damage to the free issue materials or items.

#### 10. CHANGES

The Supplier must promptly comply with any notice from Enerpro at any time to add to or delete from anything to be provided under the Contract. The Purchase Order value shall be adjusted by an amount reasonably determined by Enerpro in accordance with the rates and pricing contained in the Purchase Order, if and insofar as such rates and pricing can be reasonably applied to the Goods, Services, Rental Items and Contract Staff. Where existing rates and pricing cannot reasonably be applied, then the Supplier shall provide reasonable rates and pricing for Enerpro's consideration.

#### 11. TAXES

- (a) The rates or prices specified in the Contract include all taxes unless otherwise specified herein.
- (b) Supplier will comply with all Legal Requirements relating to taxation agrees to protect, indemnify, and hold ENERPRO harmless from any and all claims or liability for taxes, dues, fees and charges assessed or levied by the local Laws and Regulations or any foreign government against the Supplier.
- (c) If Enerpro is required by Legal Requirements to make withholdings or deductions from payments otherwise due to Supplier, then Enerpro may do so, and the amount so withheld will be deemed to have been paid to Supplier.
- (d) Unless shown otherwise, all charges and amounts payable by one Party to another under the Contract are stated exclusive of VAT or their equivalent. For each taxable supply, the Supplier will be entitled to charge Enerpro for any VAT or equivalent of VAT, payable subject to the following:
  - 1. The Supplier must provide a valid tax invoice (or a valid adjustment note) to the recipient in respect of the taxable supply and will include in the tax invoice (or adjustment note) the particulars required by the VAT or equivalent of VAT laws of the country of registration of Enerpro. Enerpro is not obliged to pay the VAT or equivalent of VAT unless and until Enerpro has received a tax invoice (or an adjustment note) for that supply.
  - 2. If the actual VAT or equivalent of VAT liability of the Supplier differs from the VAT or equivalent of VAT paid by Enerpro, the Supplier will promptly create an appropriate valid adjustment note, and Enerpro will pay to the Supplier any amount underpaid, and the Supplier will refund to Enerpro any amount overpaid.
  - 3. If any Party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to VAT or equivalent of VAT for which that Party or their representative member of any VAT or equivalent of VAT group of which that Party is a member is entitled to an input tax credit.

#### 12. LIQUIDATED DAMAGES FOR DELAY

If the Goods are not delivered or the Services are not performed by or on the Delivery Date then, without prejudice to any other remedy, Enerpro shall be entitled to deduct from the amount payable from the Contract Price (or if Enerpro has paid the Contract

Price, to claim from the Supplier) by way of liquidated damages for delay a sum calculated at 0.5% of the Contract Price for every day or part thereof of delay, until Enerpro obtains supply or Supplier completes the Services. Enerpro shall be entitled to set off the aforesaid amount from the Contract Price payable to the Supplier.

### 13. INDEMNITIES

(a) The Supplier will be liable for and will indemnify and hold harmless and defend Enerpro Group against any Claim in respect of:

- 1.injury to (including illness and disability), or death of any persons; and
- 2.loss or destruction of or damage to or loss of use of any property; and
- 3.pollution or environmental damage; and
- 4.the infringement of any Intellectual Property Rights of a third Party (“Infringement Claim”); and
5. Supplier’s failure to comply with all Legal Requirements; and
6. any direct indirect or consequential losses, loss of profit and loss of reputation.

arising because of the Supplier’s performance of the Purchase Order, except that the Supplier’s liability to indemnify Enerpro as aforesaid shall be reduced proportionately to the extent that it has been caused or contributed to by the willful default or unlawful or negligent act or omission of Enerpro.

(b) Notwithstanding clause 13(a), the Supplier shall indemnify and hold harmless Enerpro Group, against any claim in respect of;

- 1.injury to (including illness and disability), or death of an employee of the Supplier Group;
- 2.loss or destruction of or damage to or loss of use of any property owned, leased or hired by the Supplier Group, regardless of cause and notwithstanding the negligence or breach of duty of Enerpro Group.

(c) The obligations imposed by this clause survive the expiration or termination of the Contract.

### 14. INSURANCE

(a) Supplier will take out and maintain all insurances required by Legal Requirements and in addition the following insurances:

- 1.a policy of public liability insurance providing cover in respect of personal injury, death and damage to property with a minimum limit of indemnity of (or equivalent of) £5,000,000 for any one claim or series of claims arising out of any one event;
- 2.a policy of employer’s liability insurance providing at least the minimum cover required by law; and
- 3.a policy of product liability insurance (in respect of Goods) and/or a policy of professional indemnity insurance (in respect of Services), each providing a minimum limit of indemnity of (or equivalent of) £5,000,000 for any one claim or series of claims arising out of any one event; and
- 4.any additional insurance required by any applicable law.

(b) In addition to the insurances to be obtained by the Supplier pursuant to clause 14(a), the Supplier may obtain such additional insurances at its own cost as it deems necessary to cover its liabilities that it has assumed under this Contract.

(c) Supplier will at the request of Enerpro provide for inspection copies of all insurance policies and certificates of currency in respect of the insurances required to be taken out by Supplier.

(d) All insurances required shall name Enerpro Group as additional insured, contain a principal’s indemnity extension (where possible) and be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against Enerpro Group. Such insurance shall also where possible, provide that Enerpro shall be given not less than thirty (30) days’ notice of cancellation of or material change to cover.

(e) The effecting and maintaining of insurance as required under this clause does not affect or limit the obligations and responsibilities of the Supplier under the Contract, including Supplier’s indemnity obligations under clause 13(a) and (b).

### 15. EXCLUSION OF CONSEQUENTIAL LOSS

Enerpro will not be liable to any other Party’s Consequential Loss.

### 16. INTELLECTUAL PROPERTY

(a) All rights, interest in and title to Background Intellectual Property shall vest in the owner of the Background Intellectual Property. To the extent that it is applicable, each of the Parties grants to the other a royalty-free, non-exclusive, non-transferable right to use Background Intellectual Property for the Goods, Services, Rental Items and Contract Staff.

(b) All Intellectual Property and related proprietary information created under or arising out of the Work (New Intellectual Property)

will vest in Enerpro as soon as the preparation, production or creation thereof commences.

- (c) To the extent that clause 16(b) does not vest ownership of any New Intellectual Property in Enerpro, the Supplier assigns all right, title and interest in such New Intellectual Property to Enerpro.
- (d) Enerpro grants to the Supplier a royalty free, nonexclusive, non-transferable licence to use the New Intellectual Property for the sole purpose of performing its obligations under this Contract. The licence will endure until the termination or expiration of this Contract.
- (e) New Intellectual Property may not be sub-licensed, assigned or otherwise transferred.
- (f) The Supplier warrants to Enerpro that:
  - a. Supplier is entitled to use the Background Intellectual Property and that Supplier has the ability and has taken the necessary actions to allow Enerpro to use it;
  - b. the design, engineering, construction and other activities associated with the Goods, Services, Rental Items and Contract Staff will not infringe the Intellectual Property rights of any person and will not result in any royalties, fees or other amounts becoming payable for or relating to the use of Intellectual Property; and
  - c. Supplier will release and indemnify Enerpro in respect of any claim based on any breach or alleged breach of any Intellectual Property in connection with the Goods, Services, Rental Items and Contract Staff.

#### 17. ENERPRO PROPERTY

- (a) All materials, drawings, data, tools, special dies, moulds, patterns, jigs and other equipment furnished by Enerpro to Supplier ("Enerpro Materials") and any replacements of such items shall remain the property of Enerpro and shall only be used by Supplier for the purposes of fulfilling its obligations under the Contract.
- (b) Supplier shall:
  - 1. keep Enerpro Materials in safe custody at its own risk;
  - 2. whenever Enerpro Materials are not in Enerpro's physical possession, at its own expense keep Enerpro Materials insured against loss or damage for an amount equal to their replacement value and in the joint names of Supplier and Enerpro, and shall provide Enerpro with a copy of the insurance policy upon request;
  - 3. maintain Enerpro Materials in good order and condition;
  - 4. store Enerpro Materials separately from Supplier's property and plainly identified as being the property of Enerpro;
  - 5. not dispose of or use Enerpro Materials other than in accordance with Enerpro's written instructions or authorisation; and
  - 6. forthwith upon Enerpro's request at any time deliver up to Enerpro all Enerpro Materials.

#### 18. RIGHT TO USE SOFTWARE

If applicable, Supplier must provide to Enerpro all software required for the Goods, Services and Rental Items, including product name, version and supplier or reseller contact information to enable Enerpro to ensure that it has the right to use the software.

#### 19. CONFIDENTIALITY AND INFORMATION SECURITY

- (a) The Supplier must keep secure and must not without Enerpro's prior written consent divulge or communicate to any person any information in whatever form:
  - 1. as to the contents, operation or performance of the Contract, any information which may come to its knowledge while performing the Contract as to the operations, business dealings or financial affairs of Enerpro; and
  - 2. any technical information, know-how, data, inventions, trade secrets, formulae, graphs, drawings, designs, and other related information relating to Enerpro.
- (b) The obligations imposed by this clause survive the expiration or termination of the Contract.
- (c) The Supplier must not without Enerpro's written consent use the name, trademark, logo, symbol or image of Enerpro, or make any media publicity releases or announcements concerning the subject matter of the Contract.

#### 20. DATA PROTECTION

Both Parties shall ensure that they treat the personal data received from the other in accordance with the requirements of the all applicable data protection legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU)2016/679) (UKGDPR) and the Data Protection Act 2018 (and regulations made thereunder) and any other



applicable Legal Requirements. More in particular, Parties shall not process, transfer, modify or amend the data received from the other Party, nor use it for any other purpose than for the purpose it has been disclosed. Both Parties shall treat any personal data as confidential, limit access only to those persons who need access to the data and shall not store or save the personal data any longer than necessary to carry out the purposes for which the data was disclosed to that Party. To the extent Supplier processes personal data on behalf of Enerpro, parties shall enter into a Data Processing Agreement.

#### 21. LEGAL REQUIREMENTS

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

#### 22. BUSINESS ETHICS

- (a) The Supplier must not, and must ensure that its subcontractors and personnel do not, in connection with the Contract, either directly or indirectly offer or give or agree to give to any person in the service of Enerpro any gift or consideration of any kind as an inducement or reward for any act or omission of that person or another in relation to the obtaining or execution of this or any other contract with Enerpro.
- (b) The Supplier will ensure that the requirements of this clause form part of or are otherwise imposed on any Party from which products or services are procured, including the obligation to impose such terms on any subcontractor.
- (c) The Supplier shall provide, upon request by Enerpro, written certification that the Supplier has complied with the provisions of this clause.

#### 23. HEALTH, SAFETY, SECURITY AND THE ENVIRONMENT

- (a) Enerpro may require the Supplier's personnel and/or Supplier Representative to undergo specific HSSE training prior to accessing any Enerpro premises or work site, onshore and offshore. Without completing the HSSE training, Enerpro may reject permission for such Supplier personnel and/or Representative to gain entry/access to Work site. Any delay caused by such non-compliance shall directly be considered as a delay on the Supplier's obligation of this Contract.
- (b) Supplier shall ensure that its personnel, at all times, observe and comply with all relevant statutory obligations regarding health and safety at work, environmental protection, working conditions and any other work specific instructions. Any negligence to conform to such standards, shall be solely and wholly remedied by the Supplier at its own cost and risk. As a minimum requirement, the Supplier should meet the requirements of ISO 9001:2015 (Quality Management), ISO 14001:2015 (Environmental Management) or any such comparable regulatory standards.
- (c) Enerpro retains the right to audit the Supplier on its compliance and adherence to such minimum health, safety and environmental standards as mentioned in Clause 23(b).

#### 24. EXPORT CONTROLS

- (a) Supplier shall acquire, obtain (validly) and maintain any government or other regulatory body licenses, permits or approvals (as the case may be), including any export license, necessary required to be obtained for Enerpro as the end user of the Goods and/or Services in the territory where such Goods/Services will be used by Enerpro.
- (b) Supplier agrees to conduct its operations hereunder in compliance with all applicable governmental laws, rules and regulations, including, but not limited to, any existing or newly introduced UN, US, UK or EU embargoes, sanctions or export control regulations restricting sales and transfers to other countries and Parties of commodities, software or technical data.
- (c) Supplier shall upon request from Enerpro provide written certification that Supplier has complied with all such laws.
- (d) Notwithstanding anything to the contrary included elsewhere in the Contract and these Conditions the Contract and/or Purchase Order can immediately be terminated by Enerpro, without any liability for Enerpro, if the Contract puts Enerpro in breach of any existing or newly introduced UN, US, UK, EU or other foreign embargoes, sanctions or export control regulations (together "Sanction Limitations"). Enerpro determines in its sole discretion that it is unable to commence proceed or continue with any part of the contract for reasons related to Sanction Limitations.
- (e) If a payment due from the Supplier under the Contract and/or Purchase Order is subject to tax (whether by way of direct assessment or withholding at its source), Enerpro shall be entitled to receive from Supplier such amounts as shall ensure that the net receipt, after tax, to Enerpro in respect of the payment is the same as it would have been where the payment not subject to

tax.

## 25. TERMINATION

- (a) Enerpro may terminate the Contract by giving fifteen (15) days' written notice to Supplier without incurring any liability to the Supplier for any compensation or payment of moneys except what is properly due for that part of the Contract properly performed up to the date of service of the notice.
- (b) If the Supplier defaults in or breaches any of its obligations pursuant to the Contract, Enerpro may by notice and without prejudice to any of its other rights, do any or all off the following:
1. reject any Goods;
  2. require the Supplier, at its own expense, to do all things necessary to remedy any Defect within a reasonable period determined by Enerpro; or
  3. terminate all or any part of the Contract,

and Enerpro will not be liable to pay the Supplier any damages, compensation or reimbursement for any work or service performed or expense incurred by the Supplier after the date of termination or any cost, charge or expense or loss of profit or other economic loss of any kind arising from or consequent upon such termination. Further, Supplier must reimburse Enerpro for any costs incurred by Enerpro in connection with any Defect, including the cost of Enerpro remedying the Defect or having a Third Party remedy the Defect if the Supplier does not do so.

- (c) Enerpro shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
1. the Supplier makes a voluntary arrangement with its creditors or (being a company) becomes subject to an administration order, judicial management, scheme of arrangement or goes into liquidation; or
  2. any material change occurs in the management, ownership or control of the Supplier; or
  3. an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Supplier;
  4. or the Supplier ceases, or threatens to cease, to carry on business; or
  5. Enerpro reasonably apprehends that any of events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

As a consequence of termination, the supplier shall return all Enerpro materials. If the supplier fails to do so, then Enerpro have the right to enter the supplier's premises and take possession of them,

## 27. FORCE MAJEURE

- (a) Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) the spread or threatened spread of a viral or bacterium (novel or otherwise) outbreak or the mitigation thereof, including, without limitation, (i) the advice, order or other decision or instruction of the World Health Organisation or any other (non-) governmental authority or any change in law, customs, licenses or consents in any jurisdiction, (ii) a decision or measure by Enerpro or Supplier on the basis of its health and safety policies or duty of care towards its employees, (iii) a failure of a sub-contractor or supplier of Supplier to deliver services, good and/or equipment in relation to the Contract, or (iv) restrictions on trade or movement of goods, services or people ("Global Outbreak"); (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and (f) collapse of buildings, fire, explosion or accident (collectively an "Event").
- (b) For the avoidance of doubt, and notwithstanding the above, the existence of measures in place to combat a Global Outbreak as at the date of the Contract and/or Purchase Order shall not constitute Force Majeure. Where additional measures are imposed by any authority, and on condition and to the extent that these impede or prevent the Suppliers performance of the Agreement, these shall constitute a Force Majeure.
- (c) If Supplier is prevented or delayed from or in commencing or performing any of its obligations under the Contract and/or Purchase Order by an Event occurring at any time, subsequent to the conclusion of the Contract and/or Purchase Order, then it shall



forthwith, but no later than two (2) business days following such Event, notify Enerpro thereof and of the likely impact to those of its obligations, including the effect on the Prices and the scope and timeline of the Delivery Date of the Goods and/or performance of the Services.

- (d) Notwithstanding Clause 27. (e) and subject to Supplier using reasonable endeavours to continue compliance with its obligations under the Contract (and relevant Purchase Order), in so far as reasonably practicable, the time for performance by Supplier of those obligations in the case of an Event shall be extended by a period reasonably required by Supplier to perform in terms of the Contract having regard to the delay caused by the Event.
- (e) Where the period of delay or non-performance caused by an Event continues for four (4) weeks, Enerpro may terminate this agreement by giving five (5) days' written notice to the affected Party.
- (f) The Parties shall implement any changes to the Prices, the Goods, Services, Rental Items or Contract Staff because of an Event with mutual discussion.
- (g) Supplier shall pay Enerpro any additional costs reasonably incurred by Enerpro in connection with a delay because of an Event.
- (h) Notwithstanding anything to the contrary in the Contract, Enerpro shall not be liable for any costs, damages, liabilities or other losses, incurred by Supplier resulting, directly or indirectly, from an Event.

#### 28. SEVERABILITY & WAIVER

- (a) If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provision of the Contract and the remainder of the provision in question shall not be affected thereby.
- (b) No waiver by Enerpro of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### 29. GOVERNING LAW AND JURISDICTION

- (a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Scotland.
- (b) Each party irrevocably agrees that the courts of Scotland shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter of formation, but nothing in this clause 29 shall limit the right of Enerpro to take proceedings (including enforceable proceedings) against the supplier in any court of competent jurisdiction.

#### 30. DISPUTES

- (a) In the event of any dispute, controversy or claim arising out of or relating to this Contract, the Parties agree to resolve it amicably and in good faith within a period of ninety (90) days from the first formal notice of the dispute.
- (b) In the event that a resolution to the dispute cannot be reached amicably within the said period of ninety (90) days, either Party may commence legal proceedings as provided in Clause 29.

#### 31. REPRESENTATIVES

Enerpro and Supplier will each appoint a representative for the purpose of liaising with the other Party, and will notify the other Party of its appointed representative. Each Party's representative will have the authority to legally bind that Party in matters arising under the Contract.

#### 32. ENTIRE AGREEMENT AND VARIATION

The Contract constitutes the entire agreement between the Parties and supersedes all previous negotiations and communications as well as any other previous or future terms and conditions proposed or put forwards by the Supplier. The Contract may only be varied by written agreement between Enerpro and Supplier.

#### 33. ACCEPTANCE

- (a) The Contract is considered binding upon Supplier's acceptance of the Purchase Order.
- (b) Acceptance can occur upon Supplier signing and returning the Purchase Order to Enerpro without any amendments or

qualifications within 7 days of receipt by Supplier. Or by conduct when the supplier starts work on the contract.

- (c) Failure by Supplier to accept the Purchase Order may result in the Purchase Order being deemed null and void and Enerpro will be free to engage and procure the Goods, Services or Rental Items contemplated under the Purchase Order from another supplier without liability of any kind to Supplier or any obligation to compensate or indemnify Supplier.

#### 34. RIGHTS OF THIRD PARTIES

The Parties intend that no provision of the Contract shall, by virtue of any Legal Requirement and/or local laws including any revisions or amendments thereto, confer any benefit on, nor be enforceable by any person who is not a Party to the Contract.

#### 35. NOTICES

- (a) All notices in respect of the Contract shall be given in writing and delivered by hand, by courier or by electronic communication (e-mail) to the relevant addresses specified by the Parties and copied to such other office or offices of the Parties as shall from time to time be nominated by them in writing to the other.
- (b) Such notices shall be effective:
1. if delivered by hand, at the time of delivery;
  2. if sent by courier, at the time and date recorded on the delivery receipt.  
if sent by electronic communication (e-mail), at the time when the electronic communication reaches the electronic address designated by the addressee.

#### 36. BREXIT

- (a) For the purpose of this Clause "Brexit Change" shall mean any change resulting directly or indirectly from the United Kingdom (regardless of countries comprising the United Kingdom at such date) ceasing to be:
- 1.a member state of the European Union; or
  - 2.a member of the European Economic Area; and/or
  - 3.a member of the European Union Customs Union,
- (b) and which impacts upon the Contract. Such change may include, but is not limited to, in any jurisdiction, any change of law, taxes, custom duties, tariffs, levies, charges or fees, licences or consents, any adverse change in prices, currency or exchange rates or any restriction on trade or the movement of goods, services or people.
- (c) Supplier shall in its rates, schedule and prices take account of the potential impacts of any Brexit Change and shall carry the risk of any Brexit Change. For the avoidance of doubt, Supplier shall not be entitled to claim any adjustment to the prices or the delivery schedule for the Goods or Services because of a Brexit Change, provided that if Enerpro may, in its sole discretion agree to accept an adjustment to the delivery schedule where reasonable in the circumstances.
- (d) In the event that Enerpro in its sole discretion determines that a Brexit Change will have a significant detrimental impact on the Contract, Enerpro may elect to terminate the Contract in accordance with Clause 26.

### **PART B: GOODS CONDITIONS**

#### 37. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Goods, whether in conjunction with the supply of Services or Rental Items or Contract Staff or otherwise, the conditions of this Part B apply in addition to any other terms and conditions of the Contract.

#### 38. BASIC ARRANGEMENT

The Supplier shall supply the Goods, and Enerpro shall pay the Supplier for the Goods supplied, in accordance with and to the standard required by the Contract.

#### 39. THE GOODS

- (a) The Supplier is responsible for the delivery and all costs associated with the delivery including insuring the Goods prior to transportation at its own cost to Enerpro's premises or such other location that is specified in the Contract.

- (b) If the Goods are manufactured/produced/fabricated on Enerpro's requirement as per Enerpro's Specifications, the Supplier must conform to those unit numbers ordered by Enerpro. Enerpro releasing a Completion Certificate does not release the Supplier of its accrued rights and liabilities under this Agreement.
- (c) Any installation of the Goods by the Supplier will be subject to the provisions of Part C - Service Conditions.
- (d) The Goods must be new, of the best quality and workmanship, free from faulty design and Defects, suitable for the purpose intended and conform to the Contract requirements and any applicable local or international standards including the International Standards Organisation (ISO).
- (e) The Supplier must furnish all engineering and other data in accordance with and within the time stated in the Contract.
- (f) The Goods shall be marked in accordance with Enerpro's instructions and any applicable regulation or requirement of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
- (g) A packing / delivery note quoting the number of the order and stating description and quantity of Goods must accompany each delivery or consignment of the Goods and must be displayed prominently.
- (h) When the Supplier despatches the Goods, the Supplier shall at the same time send by post duplicates of all relevant advice notes, release notes and invoices.
- (i) Enerpro shall be entitled to reject the Goods delivered which are not in accordance with the Contract, and Enerpro shall not be deemed to have accepted any Goods until Enerpro has had a reasonable time (in no event less than 14 days) to inspect them following delivery or, if later, within a reasonable time (in no event less than 10 days) after any latent defect in the Goods has become apparent.
- (j) Enerpro shall not be obliged, whether or not the Goods are accepted by Enerpro, to return the packaging or packing material to the Supplier, save when the Supplier has prior to the Goods being despatched requested and agreed to meet the cost of doing so.

#### 40. TIME

- (a) Time is of the essence for the delivery of Goods as specified in the Contract.
- (b) If it ever appears that the time for delivery of the Goods will not be met, the Supplier must immediately notify Enerpro of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date. In such event, Enerpro may (without prejudice to any other rights) terminate all or any part of the Contract.

#### 41. RISK, TITLE AND PROPERTY

Title to and property in the Goods immediately passes to Enerpro as dictated in the agreed Incoterms clause 44. The Supplier guarantees that the Goods will be delivered free and clear of any liens or other encumbrances of any type.

#### 42. INSPECTION AND TESTING

- (a) A Enerpro Representative is entitled to expedite, inspect and witness tests on the Goods at the Supplier's and any subcontractor's premises. The Supplier must allow Enerpro access at any time to the Supplier's and any subcontractor's premises for this purpose. The Supplier must make this a condition of any subcontract.
- (b) Enerpro shall have the right to inspect and/or test the Goods at any time before delivery. Supplier shall give Enerpro at least 7 days' notice of the Goods being ready for inspection or testing and shall not dispatch the Goods until Enerpro has confirmed whether it wishes to inspect and/or test them.
- (c) The Supplier must, at no cost to Enerpro, remedy any Defect in the Goods notified by Enerpro following inspection if it does not meet the Specifications as instructed by Enerpro on the Purchase Order and in this Contract.
- (d) Enerpro shall be entitled to require Supplier to provide a Materials Record Book, certificates of origin or test certificates for the Goods at any stage of manufacture or assembly. Such documents must clearly state Enerpro's Purchase Order number and any item/equipment numbers.
- (e) No inspection or test will release Supplier from any of its obligations under the Contract. Supplier shall remain fully responsible for the manufacture, supply and delivery of the Goods.

#### 43. WARRANTIES

- (a) The warranty period will 12 months unless Enerpro advises differently to meet the End User's requirement.
- (b) If any Defect in the Goods attributable to design, workmanship or operating characteristics arises within the warranty period

from the date when the Goods are first put into service. the Supplier must, at its own expense, do all things necessary to remedy the Defect and must reimburse Enerpro for any costs incurred in connection with the Defect, including the cost of Enerpro remedying the Defect if the Supplier does not do so within a reasonable period following notice of the Defect from Enerpro.

- (c) If Enerpro determines that a Defect cannot adequately be remedied, then Enerpro may, at its option, elect either to accept the non-conforming Goods with an adjustment in the purchase price or to direct that the defective Goods be removed at the Supplier's expense.
- (d) In the event where Enerpro finds/identifies/discovers after the delivery of Goods on Work site, the presence/contains of any hazardous and/or illegal material, including but not limited to asbestos, Enerpro shall be entitled to a full refund of the amount paid for such Goods. Supplier shall also remove such hazardous and/or illegal material immediately from the Work site at its own cost and risk.
- (e) In the event of any remedial work, a new warranty will apply to such work for a minimum period of 6 months, unless advised, from its completion or until expiry of the normal warranty period, whichever is later.
- (f) If the Supplier cannot remedy the Defect within a reasonable commercial cost and timeframe, Enerpro shall have the right to terminate this Contract forthwith.
- (g) During the performance of this Contract, if the Supplier decides to remove the concerned Goods and associated Services from its product offering, it must notify Enerpro immediately and take all such reasonable efforts to replace such Goods with an equal and/or superseding replacement failing which the Supplier should reimburse Enerpro any advance payment made thereof and/or Enerpro retains the right to terminate the Contract forthwith.

#### 44. INCOTERMS

If the Contract and/or Purchase Order does not refer to any International Chamber of Commerce Incoterms Rules (2020) ("**Incoterms**"), the default position in relation to the transportation for such Goods and/or Services is Delivered Duty Paid (DDP) at Enerpro requested location.

#### 45. QUALITY OF GOODS AND SPARES SUPPORT

- (a) It is a condition of the Contract that the Goods shall:
  - 1. Conform with the description and other particulars stated in the Purchase Order;
  - 2. be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier by Enerpro expressly or by implication, and in this respect Enerpro relies on Supplier's skill and judgment.
  - 3. comply with the latest relevant Euro codes (or local equivalents) and specifications or, if none exist, with the best standards of the industry;
  - 4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
  - 5. be free from defects in design, material and workmanship.
- (b) Where required by Enerpro, Supplier shall provide a quality plan to Enerpro prior to commencement of manufacture of the Goods.
- (c) No material modification to the quality or specification of the Goods shall be made without Enerpro's prior written consent.
- (d) The provisions of this Clause 45 shall apply to any replacement or substitute Goods provided by Supplier.
- (e) All orders are placed by Enerpro on condition that spare parts and identical replacements for the Goods will be available to Enerpro at fair and reasonable prices for a period of 5 years from the date of the order and that prior to the Goods or spare parts thereof being made obsolete at least twelve months written notice will be given to Enerpro.

### **PART C: SERVICES CONDITIONS**

#### 46. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Services, whether in conjunction with the supply of Goods or Rental Items or otherwise, the conditions of this Part C apply in addition to any other terms and conditions of the Contract.

#### 47. BASIC ARRANGEMENT

The Supplier shall perform the Services, and Enerpro shall pay the Supplier for Services performed, in accordance with and to the standard required by the Contract.

#### 48. THE SERVICES

- (a) The Supplier is responsible for the provision and maintenance of all materials and resources necessary to perform the Services.
- (b) The Services must be of first class quality and the Supplier must perform the Services:
  - 1.with due care and skill and in accordance with any applicable standards and in accordance with good safety practices;
  - 2.with the diligence and skill and to the standard and in the manner reasonably expected of a professional person or company providing services of the kind described in the Contract; and
  - 3.where applicable in accordance with Good Engineering and Operating Practices ("GEOP").

#### 49. TERM

- (a) The Supplier will commence the Services on the date or within the period specified in the Contract.
- (b) The Supplier will continue to perform the Services for the period specified in or determined in accordance with the Contract unless the Services are terminated earlier in accordance with the Contract.
- (c) Time is off the essence for the performance of the service (with reference to any performance dates as specified in the Purchase Order).

#### 50. SUPPLIER'S PERSONNEL

- (a) Supplier will engage and provide the services of all personnel required to perform the Services.
- (b) Supplier will ensure that all of Supplier's personnel hold current, the necessary licenses, permits, endorsements and other certificates required by law to carry out the Services and are competent in every way to perform the Services.
- (c) Supplier will ensure that the personnel are competent and medically fit to carry out the Services that is intended from them.
- (d) Supplier's personnel must always observe the professional decorum while on the work site and during the term of this Contract.
- (e) If the Supplier's personnel are required to have a certain work specific clothing including but not limited to personal protective equipment, woollen garments or any other specific protective gear, it must be provided by the Supplier at its own cost.

#### 51. SUPPLIER'S EQUIPMENT

- (a) Supplier will supply all tools and equipment necessary to complete the Services.
- (b) Supplier will ensure that all of Supplier's equipment is in good working order and suitable for use in connection with the Services.

#### 52. EMPLOYEE AND INDUSTRIAL RELATIONS

The Supplier is responsible for its employees and industrial relations with its employees and any subcontractors' employees and must conduct its employee and industrial relations using the highest standard of skill, care and diligence and otherwise in conformity with Enerpro's requirements. The Supplier must not hinder or adversely affect the employee and industrial relations of Enerpro or any other employer on the work site.

#### 53. ACCESS

- (a) Enerpro grants the Supplier access to the work site, subject to compliance by the Supplier, its subcontractors and their respective personnel with Enerpro's regulations, procedures and directions governing security, safety, the environment and cyclones. The Supplier must remove any of its personnel from Enerpro's premises immediately upon request by Enerpro.
- (b) The Supplier does not have exclusive possession of all or any part of the work site but only such use and control as Enerpro considers is necessary to enable the Supplier to execute the Services.

#### 54. INSPECTION AND TESTING

Enerpro and its agents have the right to carry out reasonable inspection and testing to ensure that the Services are in compliance with the Contract. The Supplier will render such reasonable assistance (including access to the Supplier's premises) as may be required to

facilitate such inspections and testing.

#### 55. RECORDS AND INFORMATION

- (a) Supplier will provide periodic progress reports on the performance and progress of Services under the Contract and matters arising in the course of such Services. The reports will be prepared and given with such frequency and in such format as Enerpro may reasonably require from time to time.
- (b) Supplier will keep full and accurate records relating to the performance and progress of Services under the Contract and matters arising in the course of such Services. Enerpro will be entitled to inspect and have copy such records.

#### 56. DEFECTS LIABILITY PERIOD

- (a) The Defects Liability Period will be for a period of 12 months commencing upon the completion of the Services.
- (b) During the Defects Liability Period, the Supplier shall remedy Defects within 24 hours of receiving notice of each Defect from Enerpro or such other period as Enerpro may require, having regard to the nature and effect of the Defect.
- (c) The Supplier will be responsible for all costs associated with remedying Defects.
- (d) All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of 12 months commencing from completion of the remedial work.

#### 57. WARRANTIES

- (a) The Supplier warrants that the Services will be:
  - 1.fit for their intended purpose;
  - 2.carried out in accordance with good industry practices;
  - 3.free of Defects; and
  - 4.carried out in strict compliance with the requirements of the Contract.
- (b) The delivery of a warranty from any Third Party vendor shall be in addition to the warranties given by the Supplier under the Contract, and shall not relieve the Supplier from responsibility for its warranties under the Contract.
- (c) The Supplier will obtain and assign any warranties received from Third Party vendors to Enerpro and will assist Enerpro in securing performance of Third Party warranties.
- (d) Where the Supplier obtains a warranty not specified in the Contract or where a warranty obtained by the Supplier extends beyond the Defects Liability Period, the Supplier must ensure that Enerpro has the benefit of that warranty.
- (e) If, during the term of the Contract or during the Defects Liability Period, Enerpro is of the view that the Services do not comply with the requirements of the Contract then Enerpro may require the Supplier to re-perform the Services at the Supplier's cost within such time as Enerpro reasonably may request.
- (f) If the Supplier cannot remedy the Defect within a reasonable commercial cost and timeframe, Enerpro shall have the right to terminate this Contract forthwith.

#### 58. EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Supplier shall ensure that no illegal immigrants are employed in the execution of the Services. The Supplier shall be liable for and shall indemnify Enerpro, its affiliates, its and their employees against any damage, expense, liability, loss, claims, proceeding, fines or other penalties and/or penal sanctions whatsoever arising out of or by reason of the commission of any offence under the employment and immigration laws of the country of registration of Enerpro, country of registration of the Supplier or the country where the Services are to be undertaken.

#### 59. SITE CONDITIONS AND SUPPLIER'S INVESTIGATIONS

- (a) The Supplier will be deemed to have examined and considered all local and other conditions affecting the performance of the Services and all information which is relevant to the risks, contingencies and other circumstances which could affect its performance of the Services, whether provided by Enerpro or otherwise obtainable by the making of reasonable enquiries.
- (b) Enerpro gives no warranty of accuracy, sufficiency or completeness in relation to information provided to the Supplier and disclaims all responsibility for such information. Enerpro will not be liable to the Supplier, in contract or delict or under any other law, for any inaccuracy in or inadequacy of information provided to the Supplier in relation to the Services.



#### 60. HEALTH SAFETY AND ENVIRONMENT

The Supplier is responsible for the management of health, safety and environmental issues related to and during the performance of the Contract. The conditions of Part A Clause 23 (Enerpro HSSE) shall apply without any exception. Supplier shall use its best endeavour to prevent any occurrence of workplace accident within the work site. The Supplier shall ensure that the workplace is always kept clean and tidy.

#### 61. HAZARDOUS MATERIALS

The Supplier must not bring hazardous material on to Enerpro's premises unless:

- (a) its use, presence or production is essential and there is no alternative product or process available which is less hazardous but otherwise equivalent; and
- (b) all statutory and Enerpro requirements are met for safe handling, health protection, packaging, labelling, transport, storage, emergency procedures, waste disposal and environmental protection; and
- (c) its introduction and use have been approved by Enerpro.

### **PART D: RENTAL CONDITIONS**

#### 62. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Rental Items, whether in conjunction with the supply of Goods or Services or otherwise, the conditions of this Part D apply in addition to any other terms and conditions of the Contract.

#### 63. BASIC ARRANGEMENT

The Supplier shall lease the Rental Items to Enerpro, and Enerpro shall pay rent to the Supplier for the Rental Items, in accordance with the terms of the Contract.

#### 64. THE RENTAL ITEMS

Unless otherwise agreed and expressly stated elsewhere in the Purchase Order:

- (a) The Supplier is responsible for the delivery and all costs associated with the delivery of the Rental Items to Enerpro's premises or chosen location as advised.
- (b) The Supplier is responsible for the installation of the Rental Items.
- (c) The Rental Items must be of the best quality and workmanship, free from faulty design and defects, suitable for the purpose intended and conform to the Contract requirements and any applicable national, state or international standards.
- (d) The Supplier must furnish all operating manuals and instructions for the Rental Items in accordance with and within the time stated in the Contract.
- (e) All equipment must be supplied with all certifications.
- (f) All items shall be PAT tested.

#### 65. RETENTION OF OWNERSHIP

The Supplier retains full title to the Rental Items, notwithstanding that the Rental Items may be:

- (a) leased to and in the possession of Enerpro; or
- (b) attached to any land or buildings.

#### 66. DEFECTS

- (a) During the term of the rental, Enerpro will notify the Supplier of any Defect in the Rental Items as soon as practicable after becoming aware of such Defect.

- (b) The Supplier must, at its own expense, do all things necessary to remedy the Defect and must reimburse Enerpro for any costs incurred in connection with the Defect, including the cost of Enerpro remedying the Defect if the Supplier does not do so within 24 hours following notice of the Defect from Enerpro.
- (c) If a Defect cannot be remedied, the Supplier must make replacement Rental Items available for lease to Enerpro in accordance with the terms of the Contract.

67. RENT

- (a) Enerpro will pay rent for the Rental Items to the Supplier monthly in arrears in accordance with the Contract.
- (b) The rent is a fixed sum and is not subject to any fluctuation.

68. DURATION OF RENTAL

The rental will continue for the period specified in the Contract. If Enerpro continues to retain possession of the Rental Items, with the Supplier's consent, beyond the period specified in the Contract, Enerpro shall be deemed to have leased the Rental Items on a day-to-day basis on the same terms as the Contract, including any changes necessary to make the terms appropriate for a daily rental. When the supplier has been informed the item is off hire, no further charges shall be incurred.

69. NO ENCUMBRANCES

The Supplier must ensure that;

- (a) no Rental Items are sold or otherwise disposed of by Supplier during the rental period without prior written consent of Enerpro, which consent shall not be unreasonably withheld;
- (b) no encumbrance is created over any Rental Items, without the prior written consent of Enerpro.

70. QUIET ENJOYMENT

If Enerpro pays the rent for the Rental Items and duly and punctually complies with all provisions of the Contract, Enerpro may peaceably possess and enjoy the Rental Items during the term of the rental without any interruption or disturbance from the Supplier or any person lawfully claiming through the Supplier.

71. MAINTENANCE AND REPAIR

Unless otherwise specified in the contract:

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

72. DAMAGE

Unless otherwise specified in the Purchase Order, Enerpro will not be responsible for any accidental loss of or damage to the Rental Items, and the Supplier will indemnify Enerpro and Enerpro Group against any Claims for such loss or damage.

73. INSURANCE

Unless otherwise specified in the Purchase Order, the Supplier is responsible for insuring the Rental Items for their full replacement value against accidental loss or damage.

74. TERMINATION

- (a) At the end of the term of the rental or upon the termination of the Contract for any reason:
  - 1.the Rental Items will be returned to the Supplier subject to fair wear and tear.
  - 2.all costs associated with the return and delivery of the Rental Items from Enerpro to the Supplier will

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## STANDARD TERMS AND CONDITIONS



be borne by the Supplier.

3. Once off hire Enerpro shall have no further responsibility for Retal Items.

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