

**CRAIG INTERNATIONAL SUPPLIES LIMITED  
PURCHASE ORDER TERMS AND CONDITIONS**

These **PURCHASE ORDER TERMS AND CONDITIONS** ("**Terms and Conditions**") shall apply to all Orders covering the rental of goods, the sale of goods, and/or the provision of services which are issued by **CRAIG INTERNATIONAL SUPPLIES LIMITED**, a company incorporated in Scotland (Company Number SC179863) and having its registered office at 12 Queens Road, Aberdeen, AB15 4ZT ("**CIS**")

**1 DEFINITIONS**

These Terms and Conditions shall contain the following definitions:

- 1.1 "**Affiliate**" means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 of the Companies Act 2006;
- 1.2 "**Claim**" means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expense) or causes of action, of whatever nature including without limitation, those enjoyed by successors or assigns of the party initially;
- 1.3 "**Consequential Loss**" means;
- indirect or consequential loss under English law; and
- loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) whether direct or indirect, to the extent that these are not included in (i), whether or not foreseeable at the date of the Order;
- 1.4 "**Contract Price**" means the price agreed between the parties to be payable by CIS in relation to the performance of an Order by the Supplier;
- 1.5 "**Co-Venturer**" means any co-venturers from time to time having an interest in the exploration and production licence under which Work is being performed and the successors and assignees interests of such co-venturers;
- 1.6 "**Designated Location**" means the location where CIS instructs the Supplier to perform Services and/or to deposit Sale Goods and/or Rental Equipment;
- 1.7 "**CIS Group**" means CIS, its customers, its and their respective Co-Venturers, its and their respective Affiliates and its and their officers and employees (including agency personnel), but shall not include any member of the Supplier Group;
- 1.8 "**Defects Correction Period**" means the longer of twelve (12) months commencing on the date on which the relevant part of the Work is completed or CIS becomes aware of the defect.
- 1.9 "**Order**" means an order in any form which is intimated by CIS to the Supplier;
- 1.10 "**Rental Equipment**" means any goods and / or equipment to be supplied by the Supplier to CIS on a rental basis;

- 1.11 "**Rental Payment**" means a payment to be made by CIS in relation to the provision of Rental Equipment by Supplier on a rental basis;
- 1.12 "**Rental Period**" means the period of time commencing when either (1) the Supplier Group deposits Rental Equipment at the Designated Location; or (2) CIS (or any third party) uplifts the Rental Equipment from the Supplier at the beginning of the duration of the rental; and terminating when either (1) the Supplier uplifts the Rental Equipment at the end of the rental period; or (2) when the Rental Equipment is returned to the Supplier;
- 1.13 "**Sale Goods**" means any goods and / or equipment to be sold to CIS;
- 1.14 "**Services**" means services by the Supplier Group together with any necessary supervision;
- 1.15 "**Special Terms and Conditions**" means the special conditions that the parties have agreed to in relation to this Order;
- 1.16 "**Subcontract**" means any contract between the Supplier and any party (other than CIS or any employees of the Supplier) for the performance of any part of the Work;
- 1.17 "**Subcontractors**" means sub-contractors of any tier who are performing work, their Affiliates, their directors, officers and employees (including any agency personnel);
- 1.18 "**Supplier**" means the organisation or individual which has agreed with CIS to supply goods on a sale and/or rental basis or to perform services in accordance with the Order;
- 1.19 "**Supplier Group**" means the Supplier, its sub-contractors, its and their Affiliates, its and their respective officers and employees (including agency personnel), but shall not include any member of the CIS Group;
- 1.20 "**Tax**" means any tax, duty or charge including any interest or penalty thereon which may be properly and lawfully assessed upon Supplier or any Subcontractor by any appropriate governmental authority upon, or measured by or incident to the performance of Supplier's duties under any Order; and
- 1.21 "**Third Party**" means any individual, entity or party which is not a member of the CIS Group or the Supplier Group.

## 2 **PREAMBLE**

- 2.1 The Special Conditions set out in any Order issued by CIS shall take precedence over these Terms and Conditions.
- 2.2 No terms and conditions endorsed upon, delivered with or contained in any Supplier's quotation, acknowledgement, acceptance of the Order, invoice, specification or similar document will be incorporated in any Order and the Supplier waives any rights which it might otherwise have to rely on such terms and conditions.
- 2.3 The terms incorporated in any Order may not be amended unless expressly agreed to by CIS in writing.

## 3 **CIS' OBLIGATIONS**

- 3.1 CIS shall comply with the Supplier's operating instructions which will have been supplied to CIS in writing.

## 4 **SUPPLIER'S OBLIGATIONS**

### 4.1 The Supplier shall:-

- (a) supply the Sale Goods, the Rental Equipment and/or the Services which are required to be supplied under each Order (such Sale Goods, Rental Equipment and Services being collectively referred to as the "Work");
- (b) ensure that the quantity and specification of the Sale Goods and Rental Equipment which it supplies pursuant to any Order is in accordance with the terms of the Order;
- (c) ensure that the Sale Goods and Rental Equipment supplied pursuant to any Order are suitable for any purpose listed in the Order;
- (d) ensure that the Sale Goods and Rental Equipment supplied pursuant to any Order are free from defects, are of good quality and workmanship and are fit for their intended purpose or suitable for their ordinary purpose where no purpose is specified in the Order;
- (e) carry out all Work with due care and diligence and with the skill to be expected of a reputable supplier experienced in the types of Work to be carried out under the Order; and
- (f) comply with all applicable laws, by-laws and regulations when performing its obligations under the Order.

## 5 **DEFECTS CORRECTION**

### 5.1 If any Rental Equipment ceases to operate properly in CIS's sole opinion during any Rental Period, the Supplier shall at CIS's sole option either:-

- (a) repair the Rental Equipment; or
- (b) replace the Rental Equipment with alternative equipment which is of at least the equivalent specification.

### 5.2 CIS shall have no liability to make payment of any Rental Payments in respect of any Rental Period when any Rental Equipment fails to operate properly in CIS's sole opinion.

### 5.3 If the Supplier fails to promptly perform its obligations under Clause 5.1, CIS may terminate the Order without any liability for costs associated with such termination.

### 5.4 The Supplier warrants and guarantees that it has performed and shall perform the Work in accordance with the provisions of the Order, and that all Work shall be free from defects.

### 5.5 If CIS notifies the Supplier of any defect in the Sale Goods within the Defects Correction Period, the Supplier shall at CIS's sole option either;

- (a) repair the defective Sale Goods; or
- (b) replace the defective Sale Goods.

- 5.6 If CIS notifies the Supplier of any defects in the Services which arise within 24 months of the completion of the Services to be performed pursuant to an Order, the Supplier shall immediately carry out all works necessary to correct any defects in the Services.
- 5.7 If any rectification works are performed pursuant to Clause 5.6, Clause 5.6 shall apply to such rectification works. The Defects Correction Period shall commence on the date upon which such re-performance rectification or replacement was completed in accordance with the Order.
- 5.8 CIS may decide that the carrying out by the Supplier of Work necessary to correct defects will be prejudicial to its interests. In such cases, CIS or its third party contractors may undertake the Supplier's responsibilities set out in Clause 5.7.

## **6 TAXES**

- 6.1 The Supplier shall pay Tax and shall procure the due payment of Tax by any Subcontractor
- 6.2 If the activities in performance of any Order are carried out in the UK Continental Shelf and the UK Territorial Waters, the Supplier shall use reasonable endeavours to obtain an exemption certificate pursuant to paragraph 7 of Schedule 15 of the Finance Act 1973.
- 6.3 The Supplier shall indemnify CIS for any payments of Tax made by CIS which are lawfully assessable on the Supplier or any Subcontractor as appropriate.
- 6.4 To the extent that payments to be made under any Order attract Value Added Tax (or any equivalent tax or charge), the proper amount of such Value Added Tax shall be shown as a separate item on the invoices issued by the Supplier. Value Added Tax shall be added to the Order price as appropriate.

## **7 INDEPENDENT CONTRACTOR**

- 7.1 The Supplier shall perform its obligations under any Order as an independent contractor and not as an employee or agent of CIS. The Supplier shall maintain complete control over its employees and Subcontractors.

## **8 INDEMNITIES**

- 8.1 Subject to Clause 9, the Supplier shall be responsible for and shall save, indemnify, defend and hold harmless the CIS Group from and against all Claims, losses, damages, costs (including legal costs) expense and liabilities in respect of:
- (a) loss of or damage to the property of the Supplier Group whether owned, hired, leased or otherwise provided by the Supplier Group (excluding Rental Equipment solely during the Rental Period) arising from or relating to the performance of any Order; and
  - (b) personal injury including death or disease to any person employed or provided by the Supplier Group arising from or relating to the performance of any Order; and
  - (c) subject to Clause 8.3, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier Group; and

- 8.2 Subject to Clause 9, CIS shall be responsible for and shall save, indemnify, defend and hold harmless the Supplier Group from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- (a) loss of or damage to property of the CIS Group arising from or related to the performance of the Order located at the work site; and
  - (b) loss of or damage to Rental Equipment occurring during the Rental Period; and
  - (c) personal injury including death or disease to any person employed or provided by the CIS Group arising from or relating to the performance of the Order; and
  - (d) subject to Clause 8.3, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury is caused by the negligence or breach of duty of the CIS Group.
- 8.3 All exclusions and indemnities given under this Clause (save for those under Clauses 8.1(c) and 8.2(d)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any Claim in tort, under contract or otherwise at law.
- 8.4 Except as provided by Clauses 8.1(a), 8.1(b) and 8.5, CIS shall save, indemnify, defend and hold harmless the Supplier Group from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the CIS Group arising from, relating to or in connection with the performance or non-performance of the Order.
- 8.5 Except as provided by Clauses 8.1(a) and (b), the Supplier shall save, indemnify, defend and hold harmless the Supplier Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Supplier Group or emanating from the property and equipment of the CIS Group (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of the Order.
- 8.6 If the Transfer of Undertakings (Protection of Employment) Regulations 2006 are held to apply to a change in the provider of the Work, or any part of the Work, the Supplier shall be responsible for, indemnify and hold harmless the CIS Group from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from claims or proceeding made by all or any of the employees of the outgoing supplier against CIS in respect of their employment with the outgoing supplier, or in respect of the cessation of their employment with the outgoing supplier as a result of the termination or non-renewal of the contact made between CIS and the outgoing supplier for the provision of the Work.
- 8.7 If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, they shall notify the other and both parties shall co-operate fully in investigating the incident.

## 9 **CONSEQUENTIAL LOSS**

- 9.1 The Supplier shall indemnify against and hold harmless the CIS Group from any Consequential Loss suffered by the Supplier Group arising from, relating to or in connection with the performance or non-performance of any Order.

9.2 CIS shall indemnify against and hold harmless the Supplier Group from any Consequential Loss suffered by CIS Group arising from, relating to or in connection with the performance or non-performance of any Order.

## 10 **INSURANCE**

10.1 The Supplier shall procure and maintain and shall also ensure that its Subcontractors procure and maintain during the period of performance of the Order, the following insurances as a minimum:

- (i) Employer's Liability insurance which complies with all applicable legislation to the minimum value required by any applicable legislation including extended cover (where required) for working offshore but in any event no less than five million pounds sterling (£5,000,000); and
- (ii) General Third Party Liability insurance for any incident or series of incidents covering the operations of the Supplier in the performance of the Order, in an amount not less than One Million Pounds Sterling (£1,000,000) for any one incident or series of incidents arising from one (1) event; and
- (iii) All Risks Insurance in respect of all equipment to be furnished by Supplier for or in connection with the Work, with a limit of not less than the full replacement value.

10.2 All insurances shall be placed with reputable and substantial insurers, satisfactory to CIS and shall for all insurances (including insurances provided by Subcontractors) other than Employers' Liability Insurance / Workmen's Compensation to the extent of the liabilities assumed by CIS under the Order, include CIS, its customer, its and their co-venturers, its and their respective Affiliates as additional assureds.

10.3 The Supplier's insurances shall be endorsed to provide that underwriters waive any rights of recourse including in particular subrogation rights against CIS, its customers, its and their respective Co-Venturers, and its and their respective Affiliates.

10.4 The Supplier shall supply CIS with evidence of such insurances on demand.

10.5 The Supplier shall procure that Subcontractors are insured to appropriate levels as may be relevant to their work.

## 11 **HEALTH, SAFETY AND ENVIRONMENT**

11.1 The Supplier shall comply with (and shall ensure that all of its Subcontractors comply with) all of CIS's safety rules and procedures which are intimated to the Supplier in writing.

## 12 **TERMINATION**

12.1 CIS may, at its absolute discretion, cancel all or any part of the Work at any time by notice in writing to the Supplier, but where the Supplier is not in default hereunder, CIS shall make payment of all costs reasonably incurred by the Supplier as a direct consequence of termination of the Order. This shall be in full and final settlement of any payments due under the Order.

12.2 CIS may terminate any Order or any part thereof in the event of the Supplier becoming bankrupt or making a composition or arrangement with its creditors or a winding – up order

of the Supplier being made, or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any applicable law.

- 12.3 If CIS terminates any Order pursuant to Clause 12.2, the following conditions shall apply:
- 12.3.1 the Supplier shall cease to be entitled to receive any money or monies on account of the Order until the costs of completion and all other costs arising as a result of the Supplier's default or other events giving rise to the termination have been finally ascertained;
- 12.3.2 thereafter and subject to any deductions that may be made under the provisions of the Order, the Supplier shall be entitled to payment as set out in the Order for the part of the Work completed in accordance with the Order up to the date of termination; and
- 12.3.3 any additional costs reasonably incurred by CIS as a direct result of the Supplier's default or other events giving rise to termination shall be recoverable from the Supplier.
- 12.4 Termination of any Order shall be without prejudice to the Supplier's obligations which were in existence prior to termination.

### 13 **FORCE MAJEURE**

- 13.1 Neither CIS or the Supplier shall be responsible for any failure to fulfil any term or condition of the Order if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence as hereunder defined, which as been notified in accordance with this Clause 13 and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.
- 13.2 For the purposes of this Order only the following occurrences shall be force majeure:
- 13.2.1 riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- 13.2.2 ionising radiations or contamination by radio – activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive nuclear assembly or nuclear component thereof;
- 13.2.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 13.2.4 earthquake, flood, fire, explosion and / or other aerial devices travelling at sonic or supersonic speeds;
- 13.2.5 earthquake, flood, fire, explosion and / or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
- 13.2.6 strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect a substantial or essential portion of the Work;

- 13.2.7 maritime or aviation disasters; and
- 13.2.8 changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.
- 13.3 In the event of a force majeure occurrence, the party that is or may be delayed in performing the Order shall notify the other party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 13.4 Save as otherwise expressly provided in the Order, no payments of whatever nature shall be made in respect of a force majeure occurrence.
- 13.5 Following notification of a force majeure occurrence in accordance with Clause 13.3, CIS and the Supplier shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

#### 14 **DELIVERY**

- 14.1 Delivery of any Sale Goods or any Rental Equipment to be supplied under any Order shall be made to the location specified in the Order or such other alternative location which is agreed between the Parties. Dates quoted for delivery of Sale Goods, delivery of Rental Equipment or completion of any Work are final and binding.
- 14.2 The type and route of shipment of any Sale Goods and / or any Rental Equipment shall be agreed between the Parties.
- 14.3 The Supplier shall be liable for all costs relating to packaging Sale Goods and / or Rental Equipment.
- 14.4 The cost of the delivery of Sale Goods and/or any Rental Equipment shall be borne by the Supplier unless the parties agree otherwise.
- 14.5 The Supplier shall be responsible for obtaining any necessary import licences or permits necessary for the entry of Sale Goods and / or Rental Equipment into any country for their delivery to CIS. The Supplier shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Sale Goods and / or Rental Equipment.
- 14.6 If the Supplier fails to deliver the Sale Goods and / or Rental Equipment within the dates specified in the Order. CIS shall be entitled to terminate the Order without notice and without liability.

#### 15 **TITLE AND RISK**

- 15.1 Title in any Sale Goods to be supplied hereunder to CIS shall pass to CIS upon delivery of the Sale Goods to the Designated Location.
- 15.2 Notwithstanding Clause 8, risk in any Sale Goods to be supplied hereunder shall pass to the CIS upon payment in full of the Sale Goods to the Supplier.

#### 16 **PATENTS AND OTHER PROPRIETARY RIGHTS**

- 16.1 Where any potential patent or registrable right in any country in the world results from:

- 16.1.1 developments by the Supplier Group which are based wholly on data, equipment, processes, substances and the like in the possession of the Supplier Group at the date of this Order or otherwise produced outside the Order; or
- 16.1.2 enhancements of or in the existing intellectual property rights of the Supplier Group; such rights shall vest in the Supplier or another company within the Supplier Group as the case may be.
- 16.2 Where any potential patent or registrable right in any country in the world results from:
  - 16.2.1 developments by the CIS Group which are based wholly on data, equipment, processes, substances and the like in the possession of the CIS Group at the date of this Order or otherwise produced outside the Order; or
  - 16.2.2 enhancements of or in the existing intellectual property rights of the CIS Group; such rights shall vest in CIS, its Affiliates or Co-Venturers as the case may be.
- 16.3 Except as provided in Clauses 16.1 and 16.2, where any potential patent or registrable right in any country in the world arises out of the Work and is invented during the term of the Order, such rights shall vest in CIS.
- 16.4 The Supplier shall save, defend and hold harmless the CIS Group from all claims, losses, damages and costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the Supplier under the performance of the Order.

## 17 **ASSIGNMENT AND SUBCONTRACTING**

- 17.1 The Supplier agrees not to assign or transfer any Order in whole or in part, except with the prior written consent of CIS.
- 17.2 The Supplier shall not subcontract the whole of the Work. The Supplier shall not subcontract any part of the Work without the prior approval of CIS. Before entering into any Subcontract, CIS shall be given an adequate opportunity to review the form of Subcontract, the choice of Subcontractor, the part of the Work included in the Subcontract and any other relevant details requested by CIS.
- 17.3 Each Subcontract shall expressly provide for the Supplier's unconditional right of assignment of the Subcontract to CIS in the event that CIS terminates the Order or any part of the Work.
- 17.4 No Subcontract shall bind or purport to bind the CIS Group. The Supplier shall however ensure that any Subcontractor shall observe and comply with the provisions of the Order. The Supplier shall be responsible for all Work, acts, omissions and defaults of any Subcontractor as fully as if they were Work, acts, omissions or defaults of the Supplier.

## 18 **PAYMENT**

- 18.1 The rental period commences on the date specified in the Order and shall expire on the date specified in the Order, unless the Parties agree to the contrary.
- 18.2 CIS shall be liable for payment for Services performed by or on behalf of the Supplier at the rate specified in the Order.

18.3 The Supplier shall invoice CIS on a monthly basis. Payment of undisputed amounts shall be made within 30 days after receipt of the Supplier's invoice. Disputed items shall be resolved without delay and any amounts agreed to be payable shall then be settled promptly. Interest for the late payment of any correctly prepared invoices shall be charged at a rate that is equal to the current Bank of England Base Rate.

18.4 CIS shall not be obliged to pay any Supplier invoice which is received after ten (10) weeks following completion of the Order.

## 19 **RECORDS AND AUDITS**

19.1 The Supplier shall maintain true and correct records in connection with the Order and shall retain all such records for at least 24 months after completion of the Order. CIS may from time to time and at any time after the date of the Order until 24 months after performance of the Order, upon reasonable prior written notice to the Supplier, make an audit of all records held by the Supplier in connection with the specific Order.

## 20 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

20.1 Except to the extent that the indemnified parties shall be entitled to enforce Clause 8 and Clause 16.1, the parties intend that no provision of any Order shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "Act") confer any benefit on, nor be enforceable by any person who is not a party to any Order, which Order may be rescinded, amended or varied without notice to or the consent of any third party even if, as a result, that third party's right to enforce a term of any Order may be varied or extinguished.

## 21 **CONFIDENTIALITY**

21.1 The Supplier agrees to hold strictly confidential and not (without the prior written consent of and in accordance with any conditions imposed by CIS) to disclose to any third party any information provided by the CIS Group for a period of 5 years following completion of the performance of the Order.

21.2 Clause 21.1 shall not apply where the information was in the public domain before it was furnished to the Supplier or, after it was forwarded to the Supplier, entered into the public domain otherwise than as a result of (i) a breach by Supplier Group of this Clause or (ii) a breach of a confidentiality obligation by the disclosure where the breach was known to Supplier Group; or where disclosure is necessary in order to comply with an order of a court of competent jurisdiction, applicable legislation or regulatory requirements.

21.3 The Supplier shall ensure that the provisions of this Clause 21 are incorporated in any Subcontract and that the officers, employees and agents of the Supplier and of any Subcontractors comply with the same.

## 22 **ENTIRE REPRESENTATION**

22.1 Once agreed, an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of CIS to require strict performance will not be affected by any previous waiver or course of dealing. Neither any Order nor any modifications will be binding on a party unless signed by an authorised representative of each party.

## 23 **GENERAL**

- 23.1 No modifications to any Order shall be binding unless agreed in writing between the authorised representatives of both parties.
- 23.2 Should any provision of these Terms and Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic legal and commercial objectives of the invalid or unenforceable provision.
- 23.3 Both the Supplier and CIS agree that they will not, directly or indirectly, receive from, or give or offer to give to any member of the CIS Group or the Supplier Group, or to other contractors or suppliers, or to government officials or any other persons, anything of material value which would be regarded as an improper inducement to any such party. Any breach of this obligation shall constitute a material breach of the Order.
- 23.4 The Supplier shall not claim any lien or attachment on the Work or on any property of the CIS Group at the worksite.
- 23.5 Without prejudice to Clause 23.4, the Supplier shall save, indemnify, defend and hold harmless CIS from and against all liens or attachments by any Subcontractors in connection with or arising out of the Order.
- 23.6 CIS has the right to issue instructions to the Supplier at any time to make any variations to the Work which are within the capability and resources of the Supplier. The Supplier shall proceed immediately as instructed.
- 23.7 Any adjustment to the Contract Price resulting from any variation shall be valued at the appropriate rates and prices included in the Order or, in the absence of any appropriate rates and prices, a fair valuation shall be made.
- 24 **LIMITATION OF LIABILITY**
- 24.1 Subject to the Supplier having used all reasonable endeavours to complete the Work and to comply with its obligations under the order, the Supplier's total cumulative liability to CIS (including any liability arising as a result of suspension and / or termination of the Order) arising out of or related to the performance of the Order shall be limited to 150% of the total amount of remuneration payable to the Supplier under this Order.
- 24.2 After the date of completion of the Work, the Supplier's total cumulative liability to CIS arising out of or related to the performance of the Order shall be limited to 150% of the total amount of remuneration payable to CIS under the Order.
- 24.3 The limitations set out in Clauses 24.1 and 24.2 shall not apply to any liabilities assumed by Supplier under Clauses 6, 16, 10, 14.5, and 23.4 or to any indemnity given by the Supplier under Clause 8 and the limitation under Clauses 24.1 and 24.2 shall not apply to any costs arising from any cause of action of the CIS notified to the Supplier before the date of completion of the Work.
- 24.4 Any exclusion or limitation of liability under the Order shall exclude or limit such liability not only in contract but also in tort or otherwise at law.
- 25 **SUSPENSION**

- 25.1 CIS may by notice to the Supplier, suspend the Work or any part thereof to the extent detailed in the notice, for any of the following reasons:
- 25.1.1 in the event of some default on the part of CIS; or
  - 25.1.2 if the suspension is necessary for the proper execution or safety of the Work or persons; or
  - 25.1.3 to suit the convenience of CIS.
- 25.2 Upon receipt of such notice, the Supplier shall unless instructed otherwise:
- 25.2.1 discontinue the Work or the part of the Work detailed in the notice on the date and to the extent specified; and
  - 25.2.2 properly protect and secure the Work as required by CIS.
- 25.3 Unless the suspension arises as a result of default on the part of the Supplier, the Supplier shall be reimbursed in accordance with the relevant provisions of this Order.
- 25.4 If suspension results from default on the part of the Supplier, any additional costs reasonably incurred by CIS as a direct result shall be recoverable by CIS from the Supplier.
- 25.5 CIS may by further notice, instruct the Supplier to resume the Work to the extent specified.
- 25.6 In the event of any suspension, CIS and the Supplier shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.
- 26 **GOVERNING LAW**
- 26.1 These Terms and Conditions shall be governed by and construed according to the laws of England. All disputes which are not resolved through negotiation shall be determined in the English Courts unless the parties agree to settle the dispute by a form of alternative dispute resolution.