

1. Acceptance

Acceptance of the offer represented by Bentec GmbH Drilling and Oilfield Systems' ("Buyer's") purchase order is expressly limited to these Terms and Conditions of Purchase. Signing and returning the acknowledgment copy of the purchase order or, in any event, commencement of performance there under shall constitute unconditional acceptance of the purchase order. If we do not receive Seller's acceptance of the purchase order, Buyer shall be free to terminate the order at no cost.

Any additional or different terms in Seller's forms are hereby expressly rejected. Notwithstanding any references in the purchase order to Seller's quotation, such order is not in response to or an acceptance of such quotation, and any references to or attachment of Seller's terms and conditions, or any over stamping on the acknowledgment or invoicing of the order shall not alter the terms hereof and shall be disregarded by Buyer, and are hereby rejected.

2. Specifications

All products furnished under this purchase order must comply with any applicable specification of Buyer unless Seller has obtained Buyer's prior written permission to make changes. In the event that there is a conflict between Seller's published specification and Buyer's specification, Seller agrees to immediately advise Buyer in writing and proceed with this order on the basis of Buyer's specification. Seller shall inform Buyer of any changes to the specifications that could impact form, fit, function or process at least ninety (90) days prior to implementation of any such change.

3. Price

Prices shall be fixed as specified in this order and do not include any value added, sales or other tax, which shall be shown separately in the invoice. Invoices hereunder shall be issued by Seller upon shipment of products or completion of services, unless mutually agreed in writing otherwise. All payments for invoices properly rendered shall be made in EURO within 14 days from date of receipt of invoice from Seller with a discount of 3 %, within 21 days with a discount of 2 % or net within 60 days. Payment of an invoice does not preclude our right to check and object to invoices. Seller agrees that any price reduction made in products or services covered by this order subsequent to the placement of this order will be applicable to this order. If not specified otherwise, prices include shipment DDP Bad Bentheim, Germany (INCOTERMS 2010 shall apply). Buyer shall be entitled to set off monies due to Seller from any claims that Buyer and or any of its affiliates may have against Seller.

4. Changes

Buyer may, at no charge, request rescheduling of the delivery of any order for products and/or services. Buyer reserves the right at any time to make changes in drawings, designs, specifications, quantities and delivery schedules as to any products and/or services covered by this order. Such changes, to be binding on either Buyer or Seller, must be made by a change order to this order. Any differences in price or time for performance resulting from such changes shall be equitably adjusted, agreed to by Buyer in advance and shown on a supplemental purchase order. Any claim by Seller for adjustment under this Article must be asserted within thirty (30) days from the date of notification of the change; provided, however, that Buyer, in its sole discretion, may receive and act upon any such claim asserted at any time prior to final payment under this order.

5. Delivery

Time is of the essence. Deliveries of products or services ordered hereunder are to be made both in the quantities and at the times specified by this order. Buyer shall have the right, at no charge to Buyer, to (a) cancel this order if shipment or performance is not made in accordance with such schedules for quantities, or time periods, and (b) refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are in excess of this order. In the event Seller fails to deliver the products and/or services hereunder in accordance with the delivery dates or other agreed to schedule incorporated into the applicable order, and such delay is not attributable to the acts or omissions of Buyer, Buyer, in addition to any other remedies available to it, shall be entitled to collect liquidated damages for such delay from Seller as follows: one percent (1 %) of the order value per week of delay or a pro rata percentage per day, limited up to a maximum of 5 % of the order value. Seller may provide evidence that Buyer has suffered no or a smaller loss. Payment of liquidated damages shall not relieve Seller from performance of any of its obligations under the applicable order. Any provisions herein for delivery of products or the rendering of services by installments shall not be construed as making the obligations of Seller severable.

6. Force Majeure

Neither the Buyer nor the Seller shall be responsible for any failure to fulfil any term or condition of the contract, if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this clause 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.

For the purposes of the contract only the following occurrences shall be force majeure ("force majeure occurrence"):

- Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- Earthquake, flood, fire, explosion, volcanic ash and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
- Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its sub-contractors or its suppliers and which affect a substantial or essential portion of the products and/or services;
- Maritime or aviation disasters;
- Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

Save as otherwise expressly provided in this contract, no payment of whatever nature shall be made in respect of or during a force majeure occurrence. If any force majeure occurrence delaying either party lasts more than thirty (30) days, Buyer may terminate the contract without penalty or further liability to Seller and with immediate effect by written notice to Seller.

7. Title and Risk of Loss

Title to and risk of loss or damage to, the products and/or services shall transfer to Buyer at the time Seller delivers and Buyer accepts the products and/or services.

8. Inspection

Payment for the products or services furnished hereunder shall not constitute acceptance thereof. All products and/or services are subject to Buyer's inspection at the source if deemed necessary by Buyer or required by government regulation. If any of the products or services are found at any time to be defective in design, material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such products (plus inbound transportation charges if bought F.O.B. shipping point) and/or services at Seller's expense. Such products and/or services shall not be replaced without Buyer's prior written authorization. Buyer may reject the entire shipment, where it consists of a quantity of similar articles and sample inspection discloses that the articles inspected contain defective design, material or workmanship or do not conform to specifications or samples, unless, at Buyer's discretion, Seller agrees to reimburse Buyer for the cost of a complete inspection of the articles included in such shipment.

9. Adequate Assurance

If Seller's financial condition is found to be or becomes unsatisfactory to Buyer during the term of this order, or should Seller's ability to perform become doubtful, Buyer may demand immediate assurance of performance, including proof and security therefore, and in the event that such is not forthcoming within five (5) working days, Buyer may terminate this order and also terminate all other contracts with Seller whether or not Seller may otherwise be in default, and no rights shall accrue to Seller against Buyer on account of any such terminations. Buyer's duties hereunder are conditioned upon the continuance of Seller's solvency and Seller's ability to perform within the delivery schedule.

10. Warranties

Seller represents and warrants that all products and services covered by this order are merchantable, free from defects in design, material and workmanship, are suitable for the purpose intended, whether express or implied, and conform to specifications, instructions, drawings, data, samples and other descriptions furnished by Buyer for a period of 24 months from the time of acceptance of delivery as per Clause 7. Seller warrants that all services shall be performed in a professional and workmanlike manner in accordance with standard industry practice. Seller further warrants that it has good and warrantable title to the products and services. All warranties run to Buyer and its customers. In the event of any failure to meet any of these warranties, Buyer may, in addition to any other rights it may have, at its option, (i) return the defective products or services to Seller at Seller's risk of loss, damage and expense; or (ii) repair, repurchase or replace for itself all products and/or services failing to meet the above warranties. All costs incurred during this process of repair, repurchase or replacement of Seller's products or services, including, but not limited to costs of repurchase or replacement, manpower and field service, shall be charged to and borne by Seller. Seller shall pay any such invoice within thirty (30) days from receipt. Defective products returned to Seller shall be repaired or replaced, at Buyer's discretion, by Seller at no cost to Buyer and such repaired or replacement products shall be shipped to Buyer within ten (10) days of receipt by Seller of the defective products, unless otherwise specified by Buyer. Repaired or replacement products will be shipped to Buyer, DDP Buyer's designated site (INCOTERMS 2010). Risk of loss or damage during shipment shall be the responsibility of Seller. The warranty period for repaired or replaced products or parts thereof shall restart after acceptance of the repaired or replaced product.

11. Gratuities

Seller warrants that it has not and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

12. Intellectual Property Indemnity

Where any Intellectual Property Right results from:

(a) developments by the Seller which are based wholly on data, equipment, processes, substances and the like in the possession of the Seller at the date the contract entered into force or otherwise produced outside of the contract and which do not belong to Buyer or any member of Buyer; or
(b) enhancements of or in the existing intellectual property rights of the Seller, such rights shall vest in the Seller as the case may be.

Where any Intellectual Property Right results from:

(a) developments by the Buyer which are based wholly on data, equipment, processes, substances and the like in the possession of the Buyer at the date the contract entered into force or otherwise produced outside of the contract; or
(b) enhancements of or in the existing intellectual property rights of the Buyer,
such rights shall vest in the Buyer, its affiliates or co-venturers as the case may be.

Where any intellectual property right arises out of the performance of the products or services and is invented during the term of the contract, such rights shall vest in the Buyer.

The Seller warrants to Buyer that the products and/or services may be freely used by Buyer and each of its clients without infringing any intellectual property rights of the Seller or any other person or entity.

The Seller shall save, indemnify, defend and hold harmless the Buyer and each of its clients (in each case on demand) from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any infringement or alleged infringement of any intellectual property rights arising out of or in connection with the performance of the obligations of the Seller under the contract or use by any member of Buyer or any of its clients of the products and/or services.

13. Insurance

Seller shall maintain at all times during the performance of the contract for Buyer under the contract which results from the acceptance of this order, a commercial general liability insurance including products-completed operations, and contractual liability coverages with limits of € 5,000,000 bodily injury and property damage. Seller shall furnish to Buyer, upon request, an insurance certificate evidencing the above coverages. Insurance certificates shall be endorsed to provide that Buyer is named as an additional insured with respect to the commercial general liability, and shall be notified in writing at least thirty (30) days prior to any substantial modification or termination of the subject policy.

14. Tools, Dies, and Material

Title to, and right to immediate possession of, all tooling, dies and material furnished by Buyer to Seller, or purchased by Buyer from Seller, shall remain with Buyer. Buyer does not guarantee the quality or suitability of such tooling, dies or material. Tooling and dies subject hereto shall be maintained in good condition and repair, must be permanently identified as the property of Buyer, and shall be used solely in the performance of work ordered by

Buyer hereunder. Seller shall maintain an inventory control of all such tooling, dies, and materials and such items shall not be commingled with property belonging to Seller or others, except as such material may be incorporated into or attached to supplies, consumed or expended in the performance of this order. Invoices for tooling and/or dies shall be submitted after acceptance by Buyer of sample or production parts for which the tooling and/or dies was ordered and receipt by Buyer of Seller's certification that each tool and/or die listed is satisfactory for the use for which it is intended. All tooling, dies and material subject hereto shall be fully covered by Seller with fire and extended coverage insurance for the benefit and protection of Buyer. In the event that Seller fails or refuses to return Buyer's tooling, dies, and material on demand, Buyer shall be entitled to recover all costs and expenses in connection with securing possession of such tooling, dies or material including attorney's fees and court costs.

15. Liens

The Seller shall not claim any lien or attachment on the products and / or services or on any property of the Buyer in the possession of the Seller or at the worksite.

Without prejudice to any other provisions of this clause, the Seller shall save, indemnify, defend and hold harmless the Buyer from and against all liens or attachments by any subcontractors in connection with or arising out of the contract.

The Seller shall immediately notify the Buyer of any possible lien or attachment which may affect the performance of the products and / or services or any part thereof.

If at any time there is evidence of any lien or attachment to which, if established, the Buyer or its property might be subjected, whether made by any persons against the Seller or made by any subcontractor against the Buyer, then the Buyer shall have the right to withhold and/or set off or otherwise recover from the Seller such sum of money as will fully indemnify the Buyer against any such lien or attachment.

Before withholding any payment due to the Seller, the Buyer shall give to the Seller a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the reasonable satisfaction of the Buyer.

For the purpose of this clause reference to the Buyer shall include the joint venture partners and its and their affiliates and references to the Seller shall include its affiliates.

16. Confidential Information

All of the information belonging to or supplied by or on behalf of Buyer hereunder is confidential and/or proprietary and shall be treated as confidential and/or proprietary. Seller shall not, without prior written consent of Buyer, use or disclose any data, designs, drawings, specifications, know-how or other information belonging to or supplied by or on behalf of Buyer, except in

performance of orders for Buyer. Upon Buyer's request such data, designs, drawings, specifications, know-how or other information and all copies thereof shall be promptly returned to Buyer.

17. Termination

Buyer, by written notice, may terminate this order in whole or in part. In the event this order is terminated as a result of Seller's default, Seller shall be liable for damages, including the excess cost of procuring similar items and Buyer shall have the right to offset any damages against any and all sums owing to Seller. If this order is terminated for the convenience of Buyer, Seller shall be compensated proportionately to the extent that products and/or services have been accepted by Buyer prior to the effective date of termination. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the products and/or services ordered. In addition to the foregoing, Buyer shall be entitled to a refund of any progress payment made to the date of termination.

18. Indemnity Arrangements

The Seller shall be responsible for and shall save, indemnify, defend and hold harmless the Buyer and its customer (in each case on demand) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect of:

(a) loss of or damage to property of the Seller whether owned, hired, leased or otherwise provided by the Seller arising from, relating to or in connection with the performance or non-performance of the contract; and

(b) personal injury including but not limited to death or disease to any member of the Seller arising from, relating to or in connection with the performance or non-performance of the contract; and

(c) subject to any other express provisions of the contract, personal injury including but not limited to 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 the Seller. For the purposes of this clause "Third Party" shall mean any party, which is not a member of the Buyer or the Seller.

The Buyer shall be responsible for and shall save, indemnify, defend and hold harmless the Seller from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect of:

(a) loss of or damage to property of the Buyer whether owned, hired, or leased or otherwise obtained under arrangements with financial institutions by the Buyer arising from, relating to or in connection with the performance or non-performance of the contract, but excluding the products and/or services and/or materials, tools, equipment or supplies associated with the work performed by the Seller prior to delivery and acceptance; and

(b) personal injury including but not limited to death or disease to any member of the Buyer arising from, relating to or in connection with the performance or non-performance of the contract; and

(c) subject to any other express provisions of the contract, personal injury including but not limited to 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 the Buyer. For the purposes of this clause "Third Party" shall mean any party which is not a member of the Seller or the Buyer.

Unless otherwise expressly provided for in the contract, exclusions, liabilities and indemnities given under the contract shall apply irrespective of cause and notwithstanding the negligence, breach of duty (statutory or otherwise) or other failure of any nature of the indemnified party and shall apply irrespective of any claim in tort, contract or otherwise at law. All indemnities under the contract shall be full and primary and shall be fully enforceable irrespective of any separate right of indemnity or contribution from any party unless otherwise provided for herein. Notwithstanding the above, the liabilities, exclusions and indemnities given under the contract shall not apply in case of gross negligence or willful misconduct of the Seller.

If either party becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both parties shall co-operate fully in investigating the incident.

Each party expressly agrees that the indemnities set out in this clause do not extend to criminal sanctions, fines or penalties imposed upon it, arising from, relating to or in connection with the performance of the contract.

19. Consequential Loss

For the purposes of this clause the expression "Consequential Loss" shall mean:

- all consequential or indirect loss or damage under applicable law; and
- loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each of the aforementioned cases whether classed as direct or indirect to the extent that these are not included in (a), arising out of or in connection with the performance or non-performance of this contract and whether or not foreseeable at the date the contract entered into force.

Notwithstanding any provision to the contrary elsewhere in the contract and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the contract, the Buyer shall save, indemnify, defend and hold harmless the Seller from the Buyer's own Consequential Loss and the Seller shall save, indemnify, defend and hold harmless the Buyer and the Buyer's customer (in each case on demand) from the Seller's own

Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the contract.

20. Remedies

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided at law or in equity. No delay or failure by either party to exercise or enforce at any time any right or provision in this order shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this order. To be valid, waivers shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

21. Hazardous Materials

To the extent the products and/or services provided by the Seller under the contract contain toxic, corrosive or hazardous materials, the Seller will ensure that the products and/or services comply with the requirements of all applicable laws and that a notice accompanies each consignment, together with appropriate care and handling instructions. The products and/or services, supplied under the contract, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the Seller. The title and risk of such contaminated products and/or services, will remain with the Seller, who will bear all expenses for the said processes.

22. Audit and Storage of Documents

During the course of performance of the contract and for a period ending six (6) years after the date of completion or earlier termination of the contract, or longer as required by applicable law, the Buyer or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the Seller's records (howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to:

All invoiced charges made by the Seller on the Buyer; and

Any provision of the contract under which the Seller has obligations the performance of which is capable of being verified by audit.

The Seller shall cooperate fully with the Buyer and/or its representatives in the carrying out of any audit required by the Buyer. The Buyer will conduct an audit in a manner which will keep to a reasonable minimum any inconvenience to Seller.

The Seller shall obtain equivalent rights of audit to those specified above from all subcontractors and suppliers and will cause such rights to extend to the Buyer.

The parties shall keep all documents and data (howsoever stored), related to this contract for a period of not less than six (6) years, or longer as required by applicable law, after the date of completion or earlier termination of the contract.

23. Business Ethics and Anti-Bribery

Both parties shall uphold the highest standards of business ethics in the performance of the contract. Honesty, fairness and integrity shall be paramount principles in the dealings between the parties.

Neither party shall knowingly involve itself in any business in connection with, or use information arising from, the contract, in any manner which conflicts with the interests of the other party.

The Seller represents and warrants that it will comply with all applicable laws in respect of the performance of its obligations under the contract including without limitation all applicable laws and regulations relating to taxation, exchange controls, customs matters, anti-corruption, anti-trust, anti-money laundering, trade sanctions and criminal matters. In particular, the Seller shall fully comply with the provisions of: (i) the Bribery Act 2010 (as enacted in the United Kingdom and as supplemented and/or amended from time to time), (ii) the Foreign Corrupt Practices Act 1977 (as enacted in the United States of America, supplemented and/or amended from time to time), and (iii) all applicable laws of any countries or countries in which any of the obligations of the contract are to be performed, collectively "Applicable Anti-Bribery Laws", and the Seller represents and warrants that it will not do anything which could contravene the Applicable Anti-Bribery Laws or cause the Buyer to contravene the Applicable Anti-Bribery Laws. Furthermore, the Seller represents and warrants that it will not receive, make payment of or offer to make payment of or receive any inducement, improper payment or bribe in relation to the products and services.

Buyer expressly prohibits payment of bribes and also payment of any "facilitation" or "grease" payments in connection with Buyer business operations by any contractor or agent engaged to provide goods or services to Buyer. The Seller agrees, undertakes and confirms that each member of Seller has not and will not give or receive or authorize to give or receive or promise to give (either directly or indirectly) any money, personal services or any other thing of value (with the exception of customary promotional materials and occasional reasonable business entertainment) to influence, obtain, induce or reward any improper advantage in connection with the award of any contract, including but not limited to this contract, or any other business transactions involving Buyer and/or its affiliates. The Seller also undertakes not to engage in any activity which may reasonably be deemed by the Buyer to be a corrupt practice. The Seller represents and warrants that no portion of the money paid to it and no proportion of any other benefit provided to it pursuant to the contract has been or shall be directly or indirectly granted, paid, offered or promised for the purpose of influencing the award or retention of business from the Buyer.

The Seller shall ensure that neither it nor anyone acting on its behalf, including any Third Party retained by it to provide services directly or indirectly to Buyer pursuant to the contract, either directly or indirectly makes, offers, promises or authorises payment of a bribe or an improper payment to any government official in connection with the contract. For the purposes of this clause, the term "government official" shall include (i) any

minister, civil servant, director, officer or employee or other official of any government or any department, agency or instrumentality thereof, and/or of any government-owned or controlled company, any company or enterprise in which a government owns interest, and/or of any public international organization, or (ii) any close family member of any of the foregoing. This term also includes any person acting in any official, legislative, administrative or judicial capacity for or on behalf of such government or department, agency, instrumentality, company, or public international organization, including without limit, any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel.

The Seller will promptly report to the Buyer if the Seller becomes aware that any bribe or improper payment has been paid in relation to the products and services or if the Seller has reasonable grounds to believe that any such bribe or improper payment has been paid. In such a circumstance, the Seller shall also cooperate in good faith with any investigations which the Buyer may seek to initiate in order to determine whether any such bribe or improper payment has been paid.

The Seller shall maintain internal controls systems that are sufficient to ensure proper authorisation, recording and reporting of all transactions to provide reasonable assurance that violations of the anti-corruption laws of the applicable jurisdiction will be prevented, detected, and deterred.

Seller shall have in place, maintain and enforce its own policies and procedures which are designed to ensure, and which are reasonably expected to continue to ensure, compliance with anti-corruption laws and obligations and which are sufficient to enable Buyer to verify Seller's compliance with anti-corruption laws and obligations.

The Seller agrees that all members of Seller shall comply with any codes of conduct issued to Seller by the Buyer from time to time in relation to anti-corruption matters. The Seller shall cooperate with Buyer where Buyer requests that Seller receives its anti-corruption training.

Seller agrees and acknowledges that Buyer, itself or through its duly appointed representatives, shall have the right to inspect and audit any and all books and records of Seller relating to Seller compliance with its obligations under this clause, and to make copies, at its expense, of any such books and records.

Buyer may withhold any payments which are payable to the Seller under the contract and the Buyer may also suspend the contract at any time and without liability if it believes, in good faith, that the Seller has breached any of the obligations it has undertaken under this clause. The parties agree that if any member of the Seller breaches this clause, the Buyer shall have the right to terminate the contract.

Seller represents and warrants that, except as otherwise disclosed by notice to Buyer, as of the date of signature and for the duration of the contract, (i) no government official will have a direct or indirect interest in Seller or in this contract, or the

proceeds thereof; (ii) none of its directors, officers, employees or other service providers in connection with this contract is a government official; (iii) it shall notify Buyer promptly and in writing of any change in the foregoing. Additionally, Seller represents and warrants that none of its directors, officers or key employees in connection with this contract have in the last ten years been convicted of any offense involving bribery, corruption, or money laundering, or have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense involving bribery, corruption or money-laundering.

Seller further agrees and undertakes that with respect to any subcontractor it may engage in connection with this contract that (i) it will conduct appropriate due diligence prior to appointing or engaging such subcontractor to ensure that they are duly qualified to perform the tasks for which they have been engaged and that they are of good reputation, and (ii) it will cause any such subcontractor to agree, in writing, to compliance with laws and anti-corruption obligations and undertakings substantially equivalent to those set forth in this clause and audit and inspection provisions substantially equivalent to those set forth in these terms and conditions of purchase, such that both Buyer and Seller shall each have the same rights with respect to any subcontractor (including without limit the same rights of inspection and audit with respect to the books and records of that subcontractor) that Buyer has with respect to Seller under this contract.

The Seller shall be responsible for and shall save, indemnify, defend and hold harmless the Buyer for all time on demand from any and all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect of any breach of the obligations set out in this clause by the Seller, any person working for the Seller, or any third party retained by the Seller. The indemnity set out in this clause shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the Seller and/or any person working for the Seller, and/or any third party retained by the Seller.

24. Health, Safety and Environment

Buyer places prime importance on health, safety and environment (hereinafter "HS&E") issues and requires that the Seller subscribes to and actively pursues the highest standards of HS&E performance.

Seller shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the products and services. Seller shall collaborate with Buyer in establishing HS&E interface arrangements and the production of a HS&E interface document.

Failure to meet the requirements of Health, Safety and Environment or to satisfy the Buyer's reasonable requirements with regards to the control of HS&E risks in any material respect

will be regarded as due cause for the Buyer giving notice to terminate all or any part of the CONTRACT.

Seller shall co-operate with the Buyer in providing an appropriate response to any emergency occurring at the Worksite and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.

25. Code of Conduct and Human Rights

In connection with Seller's performance of the contract, Seller undertakes that it has carefully reviewed, and undertakes and agrees to act consistently with and to adhere to the principles in, the Buyer's 'Supplier Code of Conduct'. Failure to comply with this provision may constitute a material default giving rise to termination.

Seller shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- (a) Not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- (b) Providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- (c) Mitigating or avoiding adverse human rights impacts to communities arising from Seller's activities to the extent practicable.

Failure to comply with this clause may constitute a material default giving rise to termination.

26. Notices

All formal notices in respect of the contract shall be given in writing and delivered by hand, by fax, or by courier to the relevant authorities specified in the contract and copies to such other office(s) of the parties as shall from time to time be nominated by them in writing to the other.

Such notices shall be effective:

- (a) if hand delivered, at the time of delivery;
- (b) if sent by fax, on the first working day following the date of sending as evidenced by the transmission report produced by sender's fax machine;
- (c) if sent by courier, forty eight (48) hours after the time of posting.

Subject to any specific administrative instructions agreed between the parties, any standard business correspondence associated with the contract and/or the products and/or the services may be sent by email, fax, or letter.

27. Compliance with Laws

In furnishing products and/or services required under this order or any amendment thereto, Seller represents, warrants and

agrees that it shall comply with the provisions of all applicable federal, state, and local laws, regulations, and orders.

28. Applicable Law

All orders from Buyer shall be governed by and construed and enforced in accordance with the laws of Germany, excluding its conflict of law provisions. Notwithstanding the above, Buyer and Seller expressly agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this order and is specifically and wholly excluded. Place of jurisdiction shall be, at our choice, either Osnabrück, Germany, or the place of business of Seller.