

Shanahan Engineering

General Terms and Conditions of Purchase

1. DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions the following expressions will have the following meaning unless inconsistent with the context:-

"Affiliate" means in relation to a Person any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person. A Person controls another Person if that first Person has the power to direct or cause the direction of the management of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.

"Business Day" means any day other than a Saturday or Sunday or a public or bank holiday in Dublin, Ireland.

"Company" means the EthosEnergy Group Company named on the Purchase Order.

"Company Group" means the Company, its co-venturers, its Affiliates, subcontractors, agents and the officers, directors and employees of each, but shall not include any member of the Seller Group;

"Consequential Loss" means consequential or indirect loss under English Law; and loss and/or deferral of production; loss of product; loss of contracts; loss of use; loss of revenue; loss of profit or anticipated profit (if any) in each case whether direct or indirect and whether or not foreseeable at the date upon which the Parties entered into the Contract.

"Contract" means any contract between the Company and the Seller for the purchase of the Works formed in accordance with Clause 3, which incorporates these General Terms and Conditions.

"Contract Price" means the price for the Works as set out in the Purchase Order (where applicable).

"General Terms and Conditions" means the terms and conditions of purchase set out in these General Terms and Conditions of Purchase.

"Gross Negligence" means reckless disregard of, or wanton indifference to, harmful and avoidable consequences.

"Intellectual Property Rights" means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in any countries in the world and together with all renewals and extensions.

"Offshore Installation" means a structure which is, or is to be, or has been used, while standing or stationed in tidal waters and parts of the sea or on the foreshore or other land intermittently covered with water (hereinafter referred to as "Relevant Waters").

- (a) for the exploitation, or exploration with a view to exploitation, of mineral resources by means of a well;
- (b) for the storage of gas in or under the shore or bed of Relevant Waters or the recovery of gas so stored;
- (c) including supplementary units which may be wind, wave, tide, current or conventionally powered and provide power, control, communications and chemical injection facilities;
- (d) for the conveyance of things by means of a pipe; or
- (e) mainly for the provision of accommodation for persons who work on or from a structure falling within any of the provisions of this paragraph.

"Party(ies)" means either Seller or Company or both Seller and Company, depending on the context.

"Person" means a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.

"Products" means any physical item, part, module or assembly which the Seller provides to the Company or which is incorporated into or a part of the Services.

"Purchase Order" means the written Purchase Order issued by the Company to the Seller.

"Quotation" means the written quotation for Works issued by the Seller to the Company or to others on the Company's behalf.

"Seller" shall mean the person, firm or company with whom the Company enters into the Contract for the Works.

"Seller Group" means the Seller, its co-venturers, its Affiliates, subcontractors, agents and the officers, directors and employees of each but shall not include any member of the Company Group;

"Services" means any services which the Seller provides to the Company under the Contract including, but not limited to, where applicable, the repair and overhaul of Company property and the provision of engineering and/or site personnel.

"Specification" means the technical specification detailing the Products to be provided or the Services to be performed as set out by the Company in its Purchase Order for the Works or such other technical specification as agreed between the Parties.

"Wilful Misconduct" means a deliberate act or omission that deviates from a reasonable course of action or from any provision of the Contract that is done or omitted to be done with knowledge of or conscious indifference or intent to the harmful, avoidable and reasonably foreseeable consequences.

"Works" means all the work that the Seller is required to carry out in accordance with the provision of the Contract including the provision of all Products and Services.

2. GENERAL

The Company's Purchase Orders for the purchase of Works are subject to the following conditions to the exclusion of all other conditions unless otherwise expressly agreed by the Company in writing. No agreement, warranty, condition, statement, promise or undertaking not confirmed officially in writing by the Company shall be binding on the Company, and no condition in any Contract or supplemental letter, paper or document shall be imposed upon the Company, unless the Company's express consent thereto in writing has been previously obtained.

3. FORMATION OF CONTRACT

- 3.1 All Purchase Orders issued by the Company shall constitute an offer by the Company to purchase Works from the Seller in accordance with the Quotation (where applicable), and all Purchase Orders issued by the Company shall be deemed to include these General Terms and Conditions except insofar as they are inconsistent with any special terms and conditions contained in the Purchase Order (as the case may be). Any terms and conditions contained within or referred to in the Quotation (where applicable) or any order acknowledgement issued by the Seller will not apply except as specifically confirmed as applying to the Contract in the Purchase Order.
- 3.2 Each Purchase Order shall lapse unless it is unconditionally accepted by the Seller in writing within seven (7) Business Days of the date of the Purchase Order.
- 3.3 Commencement of design, manufacture, delivery, start of invoicing or supply of the Works implies acceptance of Company's Purchase Order by the Seller under these General Terms and Conditions.

- 3.4 The Contract shall consist of and the order of precedence shall be:

- i) Any special conditions written or referred to on the face of the Purchase Order;
- ii) Any Technical Specification referred to on the face of the Purchase Order; and
- iii) These General Terms and Conditions of Purchase.

- 3.5 Acceptance of a Purchase Order means that the Seller accepts these General Terms and Conditions together with any additional conditions set out in the Purchase Order to the exclusion of any conditions of contract proposed or tendered by the Seller. Any variation or modification to a Purchase Order shall only be valid when issued in accordance with Clause 7 (Variations) of these General Terms and Conditions.

- 3.6 In the event the Works involve the processing of personal data, the Seller will enter into a data processing addendum with the Company to cover the processing to the extent required to comply with applicable data protection laws.

- 3.7 The Seller does not have the exclusive right to provide the Products or Services to the Company. Accordingly, the Company may at its sole discretion retain other suppliers or providers of Products and Services similar to the Work provided by Seller. Other than as provided on the Purchase Order, the Company is not expected or required to purchase any minimum level of Goods and/or Services.

4. DELIVERY

- 4.1 The Seller shall deliver the Products, complete or in agreed batch sizes, during normal working hours, properly packed and marked, and complete with all delivery documentation, as specified in the Purchase Order, to the delivery address stated on the face of the Purchase Order. Each delivery shall be marked to show complete delivery or batch, batch number and contents, and the Company's Purchase Order number.

- 4.2 Delivery shall not be deemed complete unless the Products are accompanied by delivery documentation listing the Products in sufficient detail to enable inspection and checking to take place after delivery. Receipt by the Company shall not imply acceptance of the quality or quantity of the Products.

- 4.3 The schedule, delivery date or dates and/or date of completion of the Works shall be strictly adhered to by Seller. Seller shall furnish such programmes of design, manufacture, delivery and installation as the Company may reasonably require in relation to the supply of Works. If the Purchase Order includes the carrying out of tests on the Products after receipt by the Company, then delivery shall not be deemed complete until such tests have been passed to the reasonable satisfaction of the Company.

- 4.4 The Seller shall notify the Company immediately if the Seller becomes aware that any delivery or performance is likely to be delayed beyond the specified date or dates. Failure by the Seller to notify any likely delay shall entitle the Company to terminate, without any liability, all or part of the Purchase Order and to compensation from Seller for any losses resulting from the delay or termination.

- 4.5 If the Seller fails to deliver the Products on or before the delivery date or dates or to complete the Services on or before the date set for completion, Company shall have the option to deduct 1% from the Purchase Order price for each week or part week of delay (Liquidated Damages). The Parties agree such damages are difficult to ascertain; however, the amounts set forth in this provision are a reasonable estimate of loss during such period. For the avoidance of doubt, this Clause 4.5 is without prejudice to any other right or remedy the Company may have for late delivery or completion.

- 4.6 If any part of the Purchase Order in respect of which the Company has become entitled to 10% Liquidated Damages remains uncompleted, the Company may give notice to the Seller requiring completion and the notice shall fix a final date for completion which shall be reasonable in all the circumstances.

- 4.7 If for any reason the Seller fails to complete within such time, the Company may by further notice to the Seller elect to require the Seller to complete, or to terminate the Purchase Order in whole or in part and recover from the Seller any loss suffered by the Company by reason of the said failure.

- 4.8 The Company shall advise the Seller of any loss or damage in transit within the following time limits:

- (a) partial loss or damage shall be advised within seven (7) Business Days of the date of delivery of a consignment or part consignment.
- (b) non-delivery of the whole consignment shall be advised within fourteen (14) Business Days of Company's receipt of notice of despatch.

5. TITLE AND RISK

- 5.1 Title to the Products shall pass to the Company on the earlier of delivery, installation or upon payment to the Seller of not less than 51% of the Contract Price of those Products.

- 5.2 Risk in Products which comply with the General Terms and Conditions of Contract and are delivered in accordance with the Purchase Order shall pass to the Company on the latter of delivery or installation (if provided as part of the Works).

- 5.3 Title in any Products belonging to or provided by the Company which are in the Seller's custody for any purpose shall remain with the Company and will be clearly marked and recorded by the Seller as belonging to the Company and shall be held at the Seller's risk.

6. WARRANTIES

- 6.1 Seller warrants that Works subject to the Contract shall exactly conform to and fulfil the requirements of the Contract, shall be free from defects in workmanship and shall be fit and sufficient for purpose intended and shall be subject to all warranties express or implied by law whether under statute or otherwise. They shall be made or performed in accordance with good engineering practice and all applicable standards and legislation. The Works shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Works which do not comply with any or all of the above shall be considered to be non-compliant no matter how slight any breach, shortfall or excess.

- 6.2 If for any reason the Seller is uncertain as to whether the Works to be supplied by it will comply with the Contract, it must promptly and before despatch inform the Company in writing with full details of the possible non-compliance. Written acceptance or rejection of the Seller's application will then be provided by the Company.

- 6.3 If, in respect of any part of the Works, the Company shall at any time within 18 months of delivery or 12 months of putting into commercial use (whichever occurs first) or 12 months from completion (in the case of Services) decide that any work done or equipment supplied or materials used by the Seller (including equipment work or materials supplied under this Clause 6) is or are defective, the Company will as soon as reasonably practicable notify the Seller of the same, specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred, the Company at its sole option may without prejudice to its other rights and remedies:

- (a) require that the Seller shall with all speed and, at its own expense and at the location specified by the Company, make good the defects so specified;
- (b) take, at cost and liability of the Seller, such steps as may in all the circumstances be required to make good such defects or replace the Works;
- (c) reject the Works and require the Seller to collect them promptly at its own cost and repair or replace them within such time as may be stipulated by the Company; and/or.
- (d) grant a concession to accept the defects subject to such reservation and/or deduction from the Contract Price which in the opinion of the Company reflects the costs incurred or likely to be incurred by the Company as a direct result of the circumstances giving rise to the

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	concession or the granting thereof and the benefits (including any reduction in liabilities) accruing or likely to accrue to the Seller by the granting of such concession.	11.6	For the purposes of this Clause 11, the Seller contracts on its own behalf and expressly as agent on behalf of and as trustee for its subcontractors of any tier, and its and their servants and agents.
	Repairs and replacements shall themselves be subject to the foregoing obligations from the date of delivery, re-installation or passing of tests (if any) whichever is appropriate after repair or replacement.	11.7	The Company shall be responsible for, and shall save, indemnify, defend and hold harmless the Seller Group from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
6.4	If the Seller fails to remedy any defect as above provided, the Seller shall return any money paid by the Company in respect of the defective item which cannot be used by reason of such defect and the Company shall be entitled to terminate the Contract or part thereof without prejudice to its other rights and remedies.	11.7.1	loss of or damage to the property of the Company unless such property is in the care, custody or control of the Seller Group, such custody ceasing once the property is delivered by the Seller in accordance with Clause 9.4;
		11.7.2	loss of damage to the property of any officer, employee, servant or agent of the Company;
		11.7.3	death or injury to any officer, employee, servant or agent of the Company;
			arising from or relating to provision of the Works, irrespective of cause and whether or not resulting from any act or omission or the negligence in any form, or breach of duty (statutory or otherwise) of the Seller, any person or company party to a contract with the Seller, or their respective officers, employees, servants or agents.
		11.8	The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
		11.8.1	loss of or damage to the property of the Seller;
		11.8.2	loss of or damage to the property of any officer, employee, servant or agent of the Seller;
		11.8.3	loss of or damage to the property of any person or company (other than the Company) who is a party to a contract with the Seller;
		11.8.4	loss of or damage to the property of any officer, employee, servant or agent of any person or company (other than the Company) who is a party to a contract with the Seller;
		11.8.5	death of or injury to any officer, employee, servant or agent of the Seller;
		11.8.6	death of or injury to any officer, employee, servant or agent of any person or company (other than the Company) who is a party to a contract with the Seller;
			arising from or relating to performance of the Works, irrespective of cause and whether or not resulting from any act or omission, or the negligence in any form, or breach of duty (statutory or otherwise) of the Company, any person or company party to a contract with the Company, or their respective officers, employees, servants or agents. For the purposes of this Clause 11.8 "Company Group" shall include any customer of the Company for which the Works are ultimately being performed.
		11.9	The release, defence and indemnity obligations of the Parties as set forth in General Conditions 11. 7 shall not apply in the event of Gross Negligence or Wilful Misconduct on the part of Seller Group.
		11.10	The Seller shall be liable for and shall save, defend, indemnify and hold the Company Group harmless from and against any and all claims resulting from or arising out of the discharge of trash, waste oil, bilge water or other pollutants, or from the removal of wreckage, which may be asserted against the Company as a result of, or in connection with, the provision of the Works hereunder.
		11.11	The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury, including death or disease, or loss or damage to the property of any third party arising from or relating to the provision of the Services to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Seller. The Seller shall be responsible for, and shall save indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of bodily injury to any person, including death or disease or loss or damage to any property (whether owned by Company or a third party) arising from or relating to Products provided hereunder.
		11.12	The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities resulting from loss or damage to any well or hole, blow-out, fire, explosion, cratering or any other well condition (including the costs to control a wild well and the removal of debris) and damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom.
		11.13	Notwithstanding any provisions to the contrary elsewhere in the Contract, except for damages that constitute Consequential Loss under Clause 4 and 14.2 or obligations to indemnify for third party claims, neither Company nor the Seller shall be responsible or liable under or in connection with this Contract for any Consequential Loss suffered or incurred by the other Party or its Affiliates whether arising as a result of breach of contract, strict liability, negligence, tort, breach of statutory duty, breach of warranty or arising in any other way whatsoever and the Company shall save, indemnify, defend and hold harmless the Seller Group from the Company Group's own Consequential Loss and the Seller shall save, indemnify, defend and hold harmless the Company Group from the Seller Group's own Consequential Loss.
		11.14	The indemnities given in the Contract shall constitute the full liability of the indemnitor therefor and shall apply in respect of the full liability of the indemnitor for claims, notwithstanding the indemnitor may be entitled to contribution thereto from a third party and notwithstanding such liability may relate to the negligence of a third party.
		12.	INSURANCE
			The Seller and the Company shall each maintain in force adequate insurance to cover their obligations under the terms of the Contract and applicable statutory requirements. At a minimum, the Seller shall maintain, in full force and effect, public and product liability/general liability insurance of not less than five million EURO (€5,000,000) during the period of the Contract and shall, on request, provide evidence that such insurances are in full force and effect. All insurance required to be maintained under the terms of this Contract shall be endorsed to provide that underwriters waive any rights of recourse, including in particular any subrogation rights and Seller agrees to save, indemnify, defend and hold harmless the Company against any subrogation claims asserted by Seller's insurers due to its failure to effectuate the requirements of this Clause 12. In the event that Seller is providing Services to Company, Seller shall add Company as an additional insured to the insurance required hereunder. All such insurances shall be placed with reputable and substantial insurers. The provisions of this Clause 12 shall in no way limit the liability of the Parties under the Contract.
		13.	FREE-ISSUE MATERIALS AND TOOLING
		13.1	Where tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by the Seller specifically for the purpose of the Purchase Order, title to such tooling shall pass to the Company upon its creation or acquisition. The Seller shall deliver up such tooling to the Company on demand.
		13.2	Where the Company for the purpose of the Purchase Order issues materials (including equipment, components, tooling, patterns, dies, moulds, jig and fixtures and the like) free of charge to the Seller, title to such materials shall remain with the Company and shall be clearly marked as and remain the property of the Company. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Company's discretion. Damage to or waste of such materials arising from bad workmanship or negligence of the Seller shall be made good at the Seller's expense. Without prejudice to any other rights of the Company, the Seller shall deliver up such materials, whether further processed by the Seller or not, to the Company on demand.
		14.	CONFIDENTIALITY AND PROPRIETARY RIGHTS
		14.1	The Company and the Seller shall maintain the confidentiality of all information obtained from each
	concession or the granting thereof and the benefits (including any reduction in liabilities) accruing or likely to accrue to the Seller by the granting of such concession.		
	Repairs and replacements shall themselves be subject to the foregoing obligations from the date of delivery, re-installation or passing of tests (if any) whichever is appropriate after repair or replacement.		
6.4	If the Seller fails to remedy any defect as above provided, the Seller shall return any money paid by the Company in respect of the defective item which cannot be used by reason of such defect and the Company shall be entitled to terminate the Contract or part thereof without prejudice to its other rights and remedies.		
7.	VARIATIONS AND EXTRAS		
7.1	The Seller shall accept and perform any reasonable variation in scope, specification, quantity or delivery requested by the Company. The Contract Price shall be adjusted to reflect the variation having regard to the rates and prices used in the Contract or, where these are not relevant, to what is fair and reasonable.		
7.2	Neither Party shall be bound by any variation to the Contract unless and until it is confirmed by an official Purchase Order amendment issued by the Company.		
8.	INSPECTION AND TESTING		
8.1	The Company and any third party authorised by the Company shall be entitled to inspect or test the Works at any reasonable time.		
8.2	The Seller shall give at least five (5) Business Days' advance notice in writing of tests, and the Company and any third party authorised by the Company shall be entitled to attend the tests. If the Company attends such tests and the Seller is not able to carry out such tests the Seller shall compensate the Company for all costs incurred at such attendance (including the costs of the Company's own personnel).		
8.3	The Seller shall provide the Company with such test certificates as the Company may reasonably require.		
8.4	Inspection and testing in accordance with this clause shall not relieve the Seller of any liability nor imply acceptance of the Works.		
9.	PRICE		
9.1	Unless specifically stated to the contrary, all prices and charges stated in the Contract are fixed and firm for the duration of the Contract.		
9.2	Where the Contract covers Works supplied on a repeat order basis, the Purchase Order must not be executed at prices higher than those last charged or quoted by the Seller before the date of this Contract without advice by the Seller and acceptance by the Company in writing.		
9.3	Where the Contract covers Products on a weight basis (including castings), the weight stated on the Contract shall be the estimated weight.		
9.4	Unless otherwise stated in the Contract, the Contract Price shall be inclusive of the costs of delivery DDP (as defined in INCOTERMS 2020) to the delivery address stated on the face of the Purchase Order.		
9.5	Prices and charges shall exclude Value Added Tax which shall be charged extra if applicable, but shall include all other taxes.		
10.	INVOICING AND PAYMENT		
10.1	Unless otherwise agreed in writing, the Seller shall submit invoices to the Company at the end of each calendar month following provision of the Services or delivery of compliant Products in accordance with the Contract together with all documentation required under the terms of the Contract upon completion of the Services or delivery of the Products. All invoices shall clearly show the Company's Purchase Order reference, details of all Works covered by the invoice complete with all supporting documentation. Where the Purchase Order covers Products on a weight basis (including castings), the invoice shall be submitted against the actual weight using the Purchase Order tariff.		
10.2	Incorrect invoices shall be returned for correction.		
10.3	The Company shall be entitled to set off amounts due to the Seller against amounts or liabilities due to the Company from the Seller.		
10.4	Unless otherwise agreed in writing, payment shall be made by the Company against Services performed or delivery of compliant Products in accordance with the Purchase Order, together with all documentation required under the Purchase Order, within sixty (60) days from the end of the month following submission of an acceptable invoice. Company shall not be obligated to pay for Services or Products until written acceptance is issued by Company for such Services or Products, as applicable.		
10.5	During the course of the Work and for a period ending two (2) years thereafter, the Company 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, receipts, vouchers and other papers of every kind relating to: (a) all invoiced charges made by the Seller on the Company; and (b) any provision of this Contract under which the Seller has obligations the performance of which is capable of being verified by audit. In this respect the Company shall not be entitled to investigate the make up of rates and lump sums included in the Contract except to the extent necessary for the proper evaluation of any variations.		
10.6	The Seller shall obtain equivalent rights of audit to those specified above from all of its subcontractors and will cause such rights to extend to the Company.		
11.	INDEMNITIES		
11.1	The indemnities provided under Clauses 11.2 through 11.6 shall be applicable to the provision of Works as indicated with the exception of Works supplied or provided in support of an Offshore Installation which shall be covered by the indemnities set forth in Clauses 11.7 through to 11.12. The indemnities in Clause 11.13 shall apply to the provision of all Works regardless of location.		
11.2	To the fullest extent permitted by law, the Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of bodily injury (including death) to any person or damage to property owned by Company or any third party arising from or relating to performance of the Works.		
11.3	The Seller shall be liable for and shall save, defend, indemnify and hold the Company Group harmless from and against any and all claims resulting from or arising out of the discharge of trash, waste oil, bilge water or other pollutants or hazardous materials, or from the removal of wreckage, which may be asserted against the Company as a result of, arising out of or in connection with, the provision of the Works hereunder.		
11.4	The Seller shall be responsible for, and shall save, indemnify, defend and hold harmless the Company Group from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities resulting from loss or damage to any well or hole, blow-out, fire, explosion, cratering or any other well condition (including the costs to control a wild well and the removal of debris) and damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom.		
11.5	The indemnities given in the Contract shall constitute the full liability of the indemnitor therefor and shall apply in respect of the full liability of the indemnitor for claims, notwithstanding the indemnitor may be entitled to contribution thereto from a third party and notwithstanding such liability may relate to the negligence of a third party.		

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	other in connection with the Works or otherwise. Such confidential information, which includes but is not limited to records, books, financial data, projections, computer records, Intellectual Property Rights, methodologies, technical concepts, specifications, processes, or other documents, shall not be disclosed to any third party and shall not otherwise be exploited commercially, except with prior written consent or as required by law or regulatory body. If the Company or the Seller is legally required to disclose any confidential information of the other, it will notify the other Party prior to making such disclosure and take all available steps to limit such disclosure. Notwithstanding the above, the restrictions stated above shall not apply to any such confidential information:		
	(a) which was generally available to the public at the time of disclosure or at any time thereafter;	19.1	The Seller will be solely responsible for all taxes, levies, duties, charges and contributions payable in respect of the Works provided by the Seller to the Company under the Contract and will save, indemnify, defend and hold harmless the Company against all such taxes, levies, duties, charges and contributions and all penalties and interest payable thereon.
	(b) which was already known by the receiving Party at the time of disclosure;	19.2	In the event that the Company is under a legal obligation to deduct any withholding tax from any payment due to the Seller under the laws of any relevant jurisdiction, the Seller agrees that the Company will only be obliged to remit the net amount to the Seller and the Company agrees to remit the relevant tax to the appropriate taxation authority in accordance with the relevant laws.
	(c) which is independently developed by a Party; or	20.	HEALTH, SAFETY AND ENVIRONMENT
	(d) which becomes known to a Party from a source other than the disclosing Party without breach of any contractual obligation.	20.1	The Seller shall provide to the Company in writing all data, instructions and warnings as are required to comply with applicable legislation relating to health, safety and the environment and shall save, indemnify, defend and hold harmless the Company against any and all liabilities, claims and expenses which may arise as a result of the Seller's failure to do so.
14.2	The Seller will save, defend, indemnify and hold harmless the Company Group (except in respect of materials or equipment supplied by Company) from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any copyright, trademark, trade secret, patent or proprietary or protected right, arising out of or in connection with the performance of the Works. The Seller shall use its best endeavours to identify any potential infringement in the Works to be performed by the Seller of any patent or proprietary or protected right, and should the Seller become aware of such infringement or possible infringement then Seller shall inform Company immediately.	20.2	If any of the Products to be supplied under the contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, the Seller shall prior to delivery furnish the Company written details of the nature of those substances and the precautions to be taken. The Seller shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the Products or securely attached to them and on any containers into which they are packed.
14.3	The Seller shall neither quote nor supply parts made with the Company's tools or materials, or the Company's patterns, drawings, specifications, designs or confidential information to any third party without the Company's prior written consent.	20.3	The Seller shall at all times whilst attending or working on any site (whether or not owned by the Company) fully comply with all relevant health, safety and environmental laws, rules, procedures and regulations. Prior to attending or working on any site the Seller shall familiarise itself with all such regulations.
14.4	Any Intellectual Property Rights arising from the execution of the Contract shall become the property of the Company and the Seller shall not disclose the same to any third party. The Seller shall do all things and execute such documents as may be necessary to assign such proprietary rights to the Company.	21.	DISPUTES WITH THIRD PARTIES
15.	REGULATIONS IN FORCE AT DESTINATION		If any third party makes any claim against the Company arising from the performance of the Contract by the Seller, or in respect of Works supplied under it, the Seller shall at its own expense on request by the Company join the Company in defending the claim. The decision of any court or arbitration tribunal deciding upon the claim, so far as is relevant, will be admitted as conclusive in any consequent claim made by the Company against the Seller under the Contract.
15.1	In respect of any Works to be provided by the Seller, the Seller will at its own expense conform with the provisions of all acts, rules and regulations of local and other authorities which may be applicable to the Works to be provided.	22.	INTERPRETATION
16.	FORCE MAJEURE AND SUSPENSION	22.1	<u>ASSIGNMENT AND SUBCONTRACTING</u> Seller shall not assign or subcontract the whole or any part of the Contract without the express prior written consent of Company. Company shall be entitled to assign to any Affiliate without consent of Seller. Any assignment made in breach of this Clause 22.1 shall not relieve either Party of its obligations under the Contract.
16.1	Neither Party shall be responsible for any failure to fulfil any term or condition of the Contract if and to the extent that fulfillment has been delayed or temporarily prevented by Government action or international sanction, fire, flood, hurricane, earthquake, volcanic eruption, act of God, war declared or undecared, civil commotion, riots, insurrection, military uprising, epidemic or pandemic (a "Force Majeure" event), which has been notified in accordance with this Clause 16 and which is 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 avoidance of doubt, the Parties acknowledge that Force Majeure shall expressly exclude changes in market conditions, cost increases, inflation, shortage of raw materials or labour, or any variation in tariffs, duties, customs regulations, or taxes. Such events shall not relieve the Seller from its contractual obligations, including timely performance at the agreed prices.		Seller shall be responsible for all work, acts, omissions and defaults of any of its subcontractors as fully as if they were work, acts, omissions or defaults of the Seller.
16.2	In the event of a Force Majeure event, the Party that is or may be delayed in performing the Contract shall notify the other Party without delay, and in any event no later than five (5) Business Days from the occurrence of the Force Majeure event, giving full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.	22.2	<u>WAIVER</u> No failure on the part of either at any time or from time to time to enforce or to require the adherence and performance of any of the terms or conditions of the Contract shall constitute a waiver of such terms or conditions and/or affect or impair such terms or conditions in any way or the right of either Party at any time avail itself of such remedies as it may have for each and every breach of such terms and conditions.
16.3	Should the Force Majeure event as defined in Clause 16.1 above exist for a period of thirty (30) days, then either Party at any time thereafter, and provided performance is still delayed or impeded, may by written notice to the other Party terminate the Contract. In this event the Seller shall be entitled to be compensated in accordance with the provisions of Clause 17.2 below.	22.3	NOTICES All notices required or permitted under these terms and conditions must be made in writing and delivered by hand, first class post, airmail, electronic mail or facsimile to the relevant Party at its registered office. The notice will be deemed to have been duly served:
16.4	Save as otherwise expressly provided in the Contract, no payments of whatever nature shall be made in respect of a Force Majeure event.	22.3.1	if delivered by hand, at the time of delivery;
16.5	The Company shall have the right, by notice to the Seller, to suspend the Works for any of the following reasons: (a) in the event of some default on the part of the Seller; or (b) if suspension is necessary for the proper execution or safety of the Work or persons; or (c) to suit the convenience of Company. Upon receipt of any such notice, Seller shall discontinue the Work or the part of the work detailed in the notice, on the date and to the extent specified and properly protect and secure it.	22.3.2	if delivered by first class post, 48 hours after being posted or in the case of airmail fourteen (14) days after being posted (excluding days other than Business Days);
16.6	The Company shall not be obligated to fulfil this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.	22.3.3	if delivered by electronic mail, upon receipt of a delivery receipt by the sender or by an email from the recipient confirming receipt, whichever is received first,
17.	TERMINATION		provided that, where in the case of delivery by hand or transmission by fax, such delivery occurs after 4.00pm on a Business Day, or on a day other than a Business Day, delivery will be deemed to occur at 9.00am on the next following Business Day.
17.1	The Company may terminate the Purchase Order or part thereof without prejudice to any other of its rights under the Purchase Order or at law and without liability to the Seller if:		This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	(a) an event of Force Majeure does or is likely to delay performance more than thirty (30) days; or	22.4	<u>AMENDMENT</u> No amendment shall be effective unless produced in writing by both Parties and signed by their duly authorised representatives and made subsequent to the date of commencement of the Contract.
	(b) the Seller is in breach of any of its obligations and does not remedy or commence to remedy the breach as soon as reasonably possible (and within seven (7) days of a notice to remedy or commence to remedy from the Company); or	22.5	<u>ENTIRE AGREEMENT</u> The Contract represents the entire agreement between the Parties relating to the Works and shall supersede all prior representations, agreements, statements and understandings made prior to the date of commencement of the Contract whether oral or in writing other than those representations, agreements, statements and understandings which have been expressly incorporated in the Contract.
	(c) it is entitled to do so under provisions of Clauses 4.4, 4.7, 6.4 or 23.3; or	22.6	<u>LAW</u> The Contract shall be subject to, interpreted, construed and performed in accordance with the Laws of England.
	(d) the Seller becomes bankrupt or (being a company) makes an arrangement with its creditors or has a receiver or administrator appointed or commences to be wound up; or	22.7	<u>DISPUTE RESOLUTION</u>
	(e) In the event of a change of control of the Seller, the Company shall be entitled to terminate this Contract by giving thirty (30) days' written notice. For the purpose of this clause, "change of control" means any transfer of ownership or controlling interest, whether directly or indirectly, including through merger, acquisition, or other corporate restructuring, to a third party not previously approved by the Company.	22.7.1	The Parties agree that they will exercise their rights and perform their obligations under the Contract acting in good faith and in the spirit of co-operation and with the objective of avoiding disputes arising between them.
17.2	The Company may terminate the Purchase Order for convenience at any time by giving 30 days' written notice. In such event, and provided that the Seller is in compliance with its obligations under the Purchase Order, the Company shall compensate the Seller for all documented costs reasonably and properly incurred until then in performing the Purchase Order which would otherwise represent an irrecoverable loss to the Seller, subject to the Seller taking all reasonable steps to minimise its losses and subject to reasonable proof being provided. Compensation shall not in any event exceed the Purchase Order price. Seller must provide the detail of costs being claimed by it under this clause within 14 days of receipt of the notice to terminate from Company, otherwise such costs shall be forfeited.	22.7.2	In the event that a dispute arises between any of the Parties they will take all reasonable steps to negotiate a settlement of the dispute within fourteen (14) days of the dispute arising. In the event either Party concludes after fourteen (14) days of giving the other Party notice of such dispute, controversy, or claim that the matter cannot be resolved in such manner, such Party may submit the matter to be resolved by the senior management of the Parties.
18.	INDEPENDENT CONTRACTOR	22.7.3	In the event that the senior management of the Company and Seller cannot resolve the dispute within twenty one (21) days after receiving notification of the matter in dispute (or such longer period as the parties may agree) the matter in dispute will be referred to final and binding arbitration in London, United Kingdom, under the auspices of, and pursuant to the rules of, the London Court of International Arbitration (LCIA) as then in effect. The arbitration proceedings shall be held in English. Any award issued as a result of such proceedings shall be non-appealable. The Parties agree to abide by and perform any award rendered by the arbitral tribunal. Any defence of sovereign immunity shall be waived.
18.1	The Seller shall at all times during the term of the Contract be an independent contractor with respect to the Company, and nothing in the Contract shall be construed as creating, at any time, any other relationship between the Parties hereto. The Seller shall at all times have complete control, as employer, over, and full responsibility for, its employees. None of its employees, servants or agents shall be considered, or in any way represent themselves, as being employees of the Company or be entitled to any of the benefits supplied by the Company to its own employees.	22.7.4	Nothing in this Clause 22.7 will prevent any Party applying for any interdict, injunction or other preliminary or interim order for the purpose of protecting its commercial interests where that Party, acting reasonably, has justification to seek such preliminary or interim protection.
19.	TAX	22.8	HEADINGS The headings and index included hereto are for ease of convenience only, and in no way effect the interpretation of the Contract.
		22.9	SURVIVAL Any provision of the Contract which is expressed or intended to have effect on, or to continue in force after, the expiry or termination of the Contract will have such effect, or, as the case may be, continue in force after such expiry or termination. Without prejudice to the generality of the foregoing, the

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obligations under Clauses 4, 5, 9, 10, 11, 12, 14, 19, 22 and 23 survive the expiry or termination of the Contract.

- 22.10 **SEVERANCE**
If any provision of the Contract is to any extent invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and each of the provisions of the Contract will be valid, legal and enforceable to the fullest extent permitted by law or replaced by such valid, legal and enforceable provision which comes closest to the Parties' original intent. The same applies in the event of omissions in the Contract.
- 22.11 **NO PARTNERSHIP**
Except otherwise expressly provided for, nothing contained in the Contract and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.
- 23 BUSINESS ETHICS, ANTI-FRAUD, ANTI-SLAVERY, ENVIRONMENTAL AND COUNTRY OF ORIGIN**
- 23.1 The Seller represents and warrants that it will fully comply with the EthosEnergy Group Business Ethics Policy and Global Supplier Code of Conduct, copies of which are available on request. Seller shall comply with all applicable laws, statutes, regulations and codes including those relating to anti-bribery, anti-corruption, anti-fraud and anti-slavery from time to time in force including but not limited to the UK's Bribery Act 2010, Economic Crime and Corporate Transparency Act 2023 and Modern Slavery Act 2015 or any re-enactment or amendment thereof, and all applicable environmental laws and regulations. Seller shall notify Company as soon as it becomes aware of any actual or suspected breach of this Clause 23. Seller represents and warrants that it has not been convicted of any offence involving bribery, fraud, corruption, slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings in relation thereto. The Seller certifies that any Works supplied to Company shall not originate in any country subject to UN, EU, US, UK or National economic sanctions. Seller shall maintain a complete set of supply chain records in relation to all Works and shall permit the Company and/or its third party representatives to inspect the Seller's premises and/or records to audit Seller's compliance with this Clause 23. Seller has also assessed and accepted all environmental and sustainability risks associated with its supply chain.
- 23.2 Seller shall include the provisions of this Clause 23 in contracts with its subcontractors and suppliers used in connection with the Works.
- 23.3 Company may terminate the Contract with immediate effect by giving written notice to Seller if the Seller commits, or Company has reasonable grounds to suspect, a breach of this Clause 23.
- 23.4 Seller shall save, indemnify, defend and hold harmless the Company from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of this Clause 23.