

UNITY WELL INTEGRITY UK LIMITED GENERAL CONDITIONS OF SALE

1 DEFINITIONS

- 1.1 "Buyer" means Unity's customer identified on the Purchase Order.
- 1.2 "Conditions" means these general conditions of sale.
- 1.3 "Contract" means the contract for the sale and purchase of the Goods and/or Services which shall comprise the Purchase Order, the Conditions together with any amendment or variation to the Purchase Order or these Conditions as agreed in writing between Buyer and Unity. The Purchase Order shall have precedence over these Conditions to the extent of any inconsistency between the documents comprising the Contract, provided that such variation is acknowledged by Unity.
- 1.4. "Goods" means the goods, equipment and materials (including any part or parts thereof) described in the Purchase Order.
- 1.5 "Purchase Order" shall mean Buyer's Purchase Order to which these General Conditions of Sale are incorporated.
- 1.6 "Unity" means Unity Well Integrity UK Limited, a Company incorporated in Scotland under company number SC273906 and having its registered office at Burness Paull, Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, AB10 1DQ.
- 1.7 "Services" means the services (including any part or parts thereof) described in the Purchase Order.

2 QUALITY REQUIREMENTS

Unity maintains a quality system in accordance with the requirements of BS EN ISO 9001. Therefore, all Goods and Services will comply with Unity's quality system comparable to the international standards for Quality Systems (ISO 9000 Series).

3 DELIVERY DATE

The date of delivery of Goods shall be that specified in the Purchase Order unless agreed otherwise between Buyer and Unity. Unity shall furnish such programmes of manufacture and delivery as Buyer may reasonably require and Unity shall give notice to Buyer as soon as practicable if such programmes are or are likely to be delayed.

4 DELIVERY

Unity shall deliver the goods Ex-Works, "EXW", unless otherwise agreed in writing. Delivery will take place at the premises of Unity when Unity notifies the Buyer that the Goods are available for collection.

5 PASSING OF RISK AND TITLE

Risk shall pass from Unity to the Buyer on collection of the Goods by the Buyer. Title to the Goods shall not pass to the Buyer until payment is made in full to Unity.

6 TERMS OF PAYMENT

The price for the Goods and/or Services shall be the price set out in the Purchase Order. Upon proper performance of the Services and/or delivery/collection of the Goods, Unity shall submit its invoice to Buyer. Buyer shall pay or cause to be paid correctly prepared invoices within thirty (30) days of the date of the invoice. Value Added Tax (or other sales tax), where applicable, shall be shown separately on all invoices.

7 ACCEPTANCE

In the event that Goods do not conform to the requirements of the Contract in all material respects whether by reason of quality or quantity or being unfit for the purpose for which they are intended, Buyer shall have the right to have the Goods repaired by the Unity to meet such requirements at no additional cost to the Buyer.

8 VARIATIONS

Unity shall not alter the design, materials or functionality of the Goods, except as directed in writing by Buyer. Buyer shall have the right at any time by notice in writing to Unity to instruct variations to the scope of work of the Purchase Order which may include additions, omissions, substitutions and changes in form, character, kind, position or dimension.

Where Unity receives any such direction from Buyer which may result in an increase or decrease to the Purchase Order price or the time required for performance and/or delivery, Unity shall, within 10 working days, advise Buyer in writing to that effect. The Buyer and Unity shall agree an equitable adjustment to the Purchase Order price and/or the performance/delivery schedule as applicable. The Variation is not binding on Unity until the price of the Variation has been agreed between the Parties.

9 FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure to perform its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party. Unity shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent Unity from carrying out its obligations under the Contract for a continuous period of more than thirty (30) calendar days, a party to this Contract may terminate the Contract immediately by giving written notice to the other party.

10 PROGRESS AND INSPECTION

Buyer or its nominee shall have the right to progress and inspect all Goods at Unity's works and the works of sub-contractors at all reasonable times with prior written notice to the Unity, and to reject Goods that do not comply with the terms of the Contract. Any inspection, checking, approval or acceptance given by or on behalf of the Buyer shall not relieve Unity from any obligation under the Contract.

11 INTELLECTUAL PROPERTY RIGHTS

11.1. Any plans, drawings, data, know-how, documentation, equipment or materials supplied by Buyer to Unity in connection with the Contract shall be and remain the exclusive property of Buyer. Unity shall use Buyer's property only to meet Buyer's orders. Unity shall not disclose to any third party or use any such property except to the extent that it is, or becomes, public knowledge through no fault of Unity, or as required for the purpose of performing the Contract. All

plans, drawings, data, know-how and documentation prepared by Unity shall be and remain the exclusive property of Unity. Buyer shall not disclose to any third party or use any such property except to the extent that it is or becomes public knowledge through no fault of Buyer, or as required for the purpose of performing the Contract.

11.2. Subject to clause 11.3, the Unity shall indemnify, defend and hold harmless Buyer from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind for, or arising out of, any infringement or alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Unity under the Contract.

11.3 The Buyer shall indemnify, defend and hold harmless Unity from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind for, or arising out of, any infringement or alleged infringement of any patent or proprietary or protected right arising out of or in connection with any materials supplied or otherwise provided by the Buyer to the Unity under the Contract.

12 RESPONSIBILITY FOR INFORMATION

Unity shall be responsible for any errors or omissions in plans, drawings, calculations, packing details or other particulars supplied except where such plans, drawings, calculations, packing details or other particulars have been prepared under the direction of or approved by the Buyer. Buyer shall be solely responsible for all specifications, plans, drawings, calculations, packing details or other particulars supplied by it.

13 ASSIGNMENT AND SUBCONTRACTING

13.1. Unity shall not be entitled to assign the Contract in whole or in part or any benefit or interest in or under it without Buyer's written consent, which shall not be unreasonably withheld, or delayed.

13.2. Buyer shall be entitled to assign the Contract in whole or in part or any benefit or interest in or under it to any affiliate of the Buyer. In addition, Buyer may make any such assignment to any other third party but only with the prior agreement of the Unity which shall not be unreasonably withheld or delayed.

13.3. Unity shall be responsible for all work, acts omissions and defaults of any sub-contractor as fully as if they were the work, acts, omissions or defaults of Unity.

14 PACKING

Unity shall protect any item or part that might deteriorate during transportation or storage.

15 FREE ISSUE MATERIAL

Where Buyer, for the purpose of the Contract, issues materials free of charge to Unity such materials shall be held and remain the exclusive property of the Buyer. Unity 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.

Unity shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of or returned at Buyer's discretion. Waste of, or damage to, such materials arising from bad workmanship or negligence of Unity shall be made good at Unity's expense. Without prejudice to any other rights of the Buyer, Unity shall deliver up such materials immediately upon Buyer's demand.

16 WARRANTY

Unity warrants for a period of 12 months from the date of delivery or collection (as applicable) of the Goods or completion of the Services (as applicable) that:

(i) Goods shall correspond with their description and will comply with the requirements of the Contract and any specifications or drawings specified therein, shall be fit for purpose and shall be free from all material defects, including any defect in workmanship and materials or any defect in design (unless delivered completely in accordance with designs furnished by Buyer). Unity shall, at no cost to Buyer, replace or repair any Goods not conforming to the foregoing warranties when notified by Buyer at any time after delivery or collection (as applicable). Goods which have been repaired or replaced shall also be subject to the foregoing warranties.

(ii) Services shall be performed in accordance with the requirements of the Contract; shall be performed with care, skill and diligence by personnel who are suitably skilled and experienced. Unity shall, at no cost to Buyer, reperform Services not conforming to the foregoing warranties when notified by the Buyer at any time after completion of the Services. Services which have been reperformed shall also be subject to the foregoing warranties.

17 SUSPENSION AND TERMINATION

17.1 The Buyer may instruct Unity to suspend the work on the Goods or the Services at any time by written notice. If that suspension lasts for more than 30 days, or the cumulative total of all such suspensions on the project is more than 45 days, Unity will be entitled to invoice Buyer for the value of the work done up until the date of the suspension.

17.2 In the event a party to this Contract becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) ("Defaulting Party") the other party may, without prejudice to any other rights, terminate the Contract forthwith by notice to the Defaulting Party or any person in whom the Contract may have become vested.

17.3 Either party may terminate this Contract by giving written notice to the other party where the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

17.4 In the case of termination howsoever arising Unity be paid by the Buyer for (a) any Goods or portion of Goods completed as at the date of termination, and (b) Services performed up to the date of termination.

18 INDEMNITIES

i) Buyer and Unity shall indemnify, defend and hold harmless each other, and their respective employees, agents and affiliated entities from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of (i) personal injury including death or disease to their respective employees, agents and affiliated entities; and (ii) damage to or loss of their respective property and the property of their respective employees, agents and affiliated entities in each case arising from or in any way connected with the performance of the Contract, notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party and shall apply irrespective of any claim in delict, under contract or otherwise at law.

ii) Unity shall indemnify, defend and hold harmless Buyer, its employees, agents and affiliated entities from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of (i) personal injury including death or disease to third parties and (ii) damage to

or loss of any property of third parties in any way connected with the performance of the Contract by the Unity.

iii) Buyer shall indemnify, defend and hold harmless Unity, its employees, agents and affiliated entities from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of (i) personal injury including death or disease to third parties and (ii) damage to or loss of any property of third parties in any way connected with the performance of the Contract by the Buyer.

iv) Buyer and Unity shall indemnify, defend and hold harmless each other and their respective employees, agents and affiliated entities from and against their own Consequential Loss. For the purposes of this provision, "Consequential Loss" shall mean (i) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), loss of business opportunity whether direct or indirect and (ii) any indirect or consequential loss to the extent that such losses are not included within the provision at (i) above; and whether or not any of the foregoing is foreseeable at the date of entering into the Contract and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party and shall apply irrespective of any claim in delict, under contract or otherwise at law.

v) The Unity's total liability arising under or in connection with this agreement, whether arising in contract, delict (including negligence), or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to 100% of the Purchase Order value.

19 INSURANCE

Unity shall procure and maintain at its own expense levels of insurance sufficient to cover its liabilities and obligations under the Contract and at law. Unity shall provide Buyer with a valid copy of said insurance upon request. Unity shall ensure that all insurances under this clause 19 shall be endorsed to provide that underwriters waive all rights of recourse, including in particular subrogation rights against Buyer, its employees, agents and affiliates in relation to the Contract to the extent of the liabilities assumed by the Unity under the Contract.

20 ENTIRE AGREEMENT

The Contract constitutes the entire agreement between Buyer and Unity with respect to the provision of the Goods and/or Services and supersedes all prior negotiations, representations or agreements related to the Contract, either written or oral. No amendments to the Contract shall be effective unless evidenced in writing and signed by the Buyer. Unity, by acceptance of the Purchase Order, agrees to these Conditions, and any additional or different terms proposed by Unity are deemed to be objected to by Buyer and are not acceptable, unless expressly agreed to in writing by Buyer.

21 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of Scotland (but not including any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) and shall be subject to the exclusive jurisdiction of the Scottish Courts.

22 PUBLICITY

Unity shall obtain the written consent of the Buyer prior to issuing any press release or other publicity relating to the Contract.

23 LIEN

Unity shall not claim any lien, claim or the like on the Goods

or on any property of the Buyer in possession of Unity.

25 COMPLIANCE WITH LAWS; ANTI-CORRUPTION

In the performance of the Contract both parties shall comply with all applicable government laws, rules and regulations, including without limitation, the UK Bribery Act 2010 ("**UK Bribery Act**"). The parties acknowledge that the covenants in this clause are integral parts of the Contract and that any breach thereof will be a material breach of this Contract. The parties agree to fully cooperate with each other and to comply with the UK Bribery Act anti-corruption compliance efforts that may be requested by the other party to this Contract from time to time, including certifications of compliance.