



Standard Terms and Conditions

Rev 3 06/08/19

1. Definitions

'Affiliate' shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition 'subsidiary' and 'holding company' shall have the meaning assigned to them by section 1159, of the Companies Act 2006.

'Order' shall mean the contract formed by the acceptance of this Order and shall incorporate these terms and conditions.

'Company' shall mean the person, persons, firm or company named in this Order, as requesting the Work, as hereinafter defined and shall include Company's legal personal representatives, successors and assigns.

'Contractor' shall mean the person, persons, firm or company named in this Order to provide the Work hereinafter defined and shall include Contractor's legal personal representatives, successors and assigns.

'Data Protection Laws' shall mean all applicable data protection law, including the General Data Protection Regulations (Regulation (EU) 2016/679) and any legislation which amends, extends, consolidates, re-enacts, or replaces same, including any statutory instruments and regulations that may be made pursuant thereto from time to time.

'Delivery Date' shall mean the date(s) upon which the Work is to be completed in accordance with this Order.

'Personal Data' shall have the meaning set out in the Data Protection Law.

'Work' shall mean all work that Contractor is required to carry out in accordance with this Order, including the provision of all materials, services and equipment to be rendered in accordance with this Order.

2. Order and Status

This Order is subject to the terms and conditions set out or referred to therein and unless expressly written exception is taken to the same by Contractor prior to commencing the Work, Contractor shall be deemed to have accepted the terms and conditions without exception.

Contractor's status shall be that of an independent contractor, and the relationship of the parties shall in no event be construed to be that of principal and agent or employer and employee or master and servant.

3. Assignment and Subcontracting

Contractor shall not be entitled to assign nor subcontract this Order or any part of it or any benefit or interest in or under it without the prior agreement of Company which shall not be unreasonably withheld or delayed. Company shall be entitled to assign or subcontract this Order or any part of it to any of its Affiliates without requiring the agreement of Contractor. Company shall also be entitled to assign or subcontract this Order or any part of it or any benefit or interest in or under it to any other party with the prior agreement of Contractor which shall not be unreasonably withheld or delayed.

4. Variations

No amendment may be made to this Order unless agreed in writing by both Company and Contractor.

5. Force Majeure

Neither Company nor Contractor shall be responsible for any failure to fulfil any term or condition of this Order if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, which is duly notified to the other party within a reasonable time 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.

6. Suspension

Company may at any time by written notice require Contractor to suspend performance of all or any part of the Work. When suspension is ordered due to any act or omission of Contractor then Contractor shall be entitled to no additional remuneration in respect of such suspension. When suspension is ordered for reasons other than the aforesaid, Contractor shall be entitled to reimbursement for reasonable additional costs necessarily incurred as a result thereof. Where appropriate Contractor shall be granted a reasonable extension to the Delivery Date.

7. Payment

Contractor shall render invoices to Company in accordance with the terms and compensation detailed within this Order, and, except where Company disputes details or value of Work claimed to have been performed, Company shall make payments within thirty (30) days of receipt of Contractor's valid invoice. Such payment by Company shall not prejudice its rights in the future to dispute any part of any invoice. All invoices rendered by Contractor shall quote the relevant Order number, period within which the Work was carried out, and be accompanied by all supporting documentation.

8. Taxation

Contractor shall be responsible for all taxes, imposts, fees, duties and the like related to the performance of the Work and shall indemnify and hold harmless Company from and against all any claims which may be incurred or arise in connection therewith.

9. Ownership and Intellectual Property

Ownership of, access to, copyright in, the right to title and possession of and free use of all things created under or arising out of the Work shall vest in Company. Company shall have the sole right to seek patents on any item or idea arising out of or relating to the Work.

10. Title and Risk

Title to all data, drawings, reports and other information produced or goods provided as part of the Work shall pass to Company on either:

- a) payment for the Work or any part thereof (when title shall pass in proportion to the payments made therefore) or;
 - b) acceptance of the Work by Company at the specified delivery point, whichever occurs first.
- Notwithstanding passage of title (in whole or in part) on the occurrence of (a) above, risk shall remain with Contractor until delivery or acceptance of the Work by Company in accordance with the provisions of this Order whichever shall be the later.

11. Insurance

Contractor shall maintain levels of insurance sufficient to cover their liabilities and obligations under this Order and at law. All insurance policies shall have a waiver of subrogation endorsed thereon in favour of Company. Contractor shall indemnify and hold harmless Company from and against all and any claims arising from or relating to Contractor's failure to perform the foregoing obligations

12. Indemnities

Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Company from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) Loss of or damage to property of Contractor whether owned, hired, leased or otherwise provided by Contractor arising from or relating to the performance of this Order;
- (b) Personal injury including death or disease to any person employed by Contractor arising from or relating to the performance of this Order;

- (c) Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Contractor.

Company shall be responsible for and shall save, indemnify, defend and hold harmless Contractor from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) Loss of or damage to property of Company whether owned, hired, leased or otherwise provided by Company arising from or relating to the performance of this Order;
- (b) Personal injury including death or disease to any person employed by Company arising from or relating to the performance of this Order;
- (c) Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Company.

13. Consequential Loss

For the purpose of this Clause 13 "Consequential Loss" shall mean:

- (i) Consequential or indirect loss under English law; and
- (ii) Loss and or/deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the date of this Order.

Notwithstanding any provision to the contrary elsewhere in this Order and except to the extent of any agreed liquidated damages (including without limitation an predetermined termination fees) provided for in this Order, Company shall save, indemnify, defend and hold harmless Contractor from Company's own Consequential Loss and Contractor shall save, indemnify, defend and hold harmless Company from Contractor's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of this Order.

14. Liquidated Damages

If the Contractor fails to complete the Work in accordance with any agreed schedule detailed within this Order, the Company shall be entitled to apply liquidated damages per day of delay. The value of liquidated damages, unless stipulated to the contrary on the face of the Order, shall be one percent (1%) per day of the value of the Order up to a cap of twenty percent (20%) of the value of the Order. All amounts of such liquidated damages for which the Contractor may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the Company in the event that the Contractor fails in his respective obligations under the Order and not a penalty. Such liquidated damages shall be the sole financial remedy to the Company in respect of such failure.

15. Confidentiality

The information contained in the documents provided by Company in connection with this Order is confidential and may not be disclosed to others or used by Contractor for any other purpose than the performance of this Order, without the prior written consent of Company.

16. Defects Correction

Contractor shall be responsible for remedying at his expense any defects that may arise in the Work within twelve (12) months from the Delivery Date. Contractor shall guarantee for a further period of twelve (12) months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, Contractor's liability shall not cease merely because Company has not given notice of the defect to Contractor within the said period. If any defects which Contractor is obliged to remedy under this Clause, are not remedied within a reasonable time or circumstances render it impracticable for Contractor to do the same, Company may at Contractor's cost do so himself

or authorise others to do same, and Contractor shall immediately reimburse Company for all costs arising therefrom.

17. Termination

Company may terminate this Order in whole or in part at any time and for its own convenience by serving notice to Contractor and compensating Contractor for Work performed up to the date of termination. Notwithstanding the foregoing, if Contractor i) makes any composition or arrangement with its creditors, becomes insolvent, commits an act of bankruptcy, has a receiver appointed or enters into liquidation, either voluntary or compulsory, or ii) refuses or fails to supply competent supervision or sufficient properly skilled personnel or proper materials or does not make proper or timely performance of the Work or otherwise prejudices or fails to carry out any of its obligations hereunder, Company may terminate forthwith this Order, and in any such circumstance Company shall not be liable to pay Contractor any further monies in respect of the Work and Contractor shall be liable for and shall indemnify and hold Company harmless from all and any claims arising from or relating to such termination or the circumstances giving rise thereto.

18. Audit

Company shall have the right to audit all Contractor's charges in respect of the Work and such right shall continue in force for a period of two (2) years after completion of the Work. Contractor will at its own expense, offer such assistance and access to people, property and documentation as Company may reasonably require to enable it to carry out such audit.

19. HSE

Contractor shall comply with all Government Health Safety and Environmental Laws, Statutes, Statutory instruments and similar orders and regulations in providing the Work and Contractor is deemed to have made due and full allowance in his price to cover for all cost incurred in compliance with same.

20. Invalidity and Severability

If any provision of this Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Order and all provisions not affected by such invalidity and unenforceability shall remain in full force and effect. .

21. Business Ethics

Contractor shall (and shall procure that any other person it appoints to perform services in connection with this Order shall) comply with Company's Anti-Bribery Code of Conduct (available upon request) and all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

Company shall be entitled to terminate the Work and to recover from Contractor the amount of any loss or damage resulting from, if Contractor is found to be in breach of this Clause 21.

22. Contracts (Rights of Third Parties) Act

The parties intend that no provision of this Order shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (the 'Act') confer any benefit on, nor be enforceable by any person who is not a party to this Order.

23. Anti-Tax Evasion

PENSPEN strictly prohibits any form of tax evasion, including the facilitation of tax evasion by its employees or persons acting on its behalf. Company and Contractor warrants that it has reasonable procedures preventing such facilitation of tax evasion. Both Parties reserve the right



Standard Terms and Conditions

Rev 3 06/08/19

to audit the other Party's compliance with this Clause and is entitled to terminate in the event of breach of this Clause 23.

24. Data Protection

24.1 Each Party shall comply with its obligations under the Data Protection Laws with regards to processing of any Personal Data in connection with this Order.

24.2 Without prejudice to the generality of Clause 24.1 above, the Party acting in the capacity of controller (as defined by Data Protection Laws) shall:

- Where required to do so under Data Protection Laws make notification to the Data Regulator in relation to processing the Personal Data;
- Ensure it is entitled to provide the Personal Data to the processor as required for the processor to perform its obligations under this Order;
- Ensure that, if and to the extent applicable, all fair processing notices have been given (and/or as applicable, consents obtained) and are sufficient in scope to enable the processor to process the Personal Data as required for the processor to perform its obligations under this Order in accordance with the Data Protection Laws.

24.3 Without prejudice to the generality of Clause 24.1 above, the Party acting in the capacity of processor (as defined by Data Protection Laws) shall:

- only act on the written instructions of the controller (unless required by law to act without such instructions);
- ensure that people processing the data are subject to a duty of confidence;
- take appropriate measures to ensure the security of processing;
- only engage a sub-processor with the prior consent of the data controller and a written contract;
- assist the data controller in providing subject access and allowing data subjects to exercise their rights under the Data Protection Laws;
- assist the data controller in meeting its Data Protection Laws obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- delete or return all personal data to the controller as requested at the end of the contract; and
- submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting obligations, and tell the controller immediately if it is asked to do something infringing the Data Protection Laws or other data protection law of the EU or a member state.

24.4 For the avoidance of doubt, nothing within this Order shall relieve the processor and the controller of their own direct responsibilities and liabilities under the Data Protection Laws.

25. Law

This Order shall be construed and shall operate in all respects in conformity with English Law and the parties hereby submit to the jurisdiction of the English Courts.

26. Entire Agreement

This Order and documents made a part hereof by express reference constitute the entire agreement between the parties and supersede all prior agreements and understandings written or oral.

27. Resolution of Disputes

Any dispute between Company and Contractor in connection with or arising out of this Order shall initially be referred to the managing directors of Company and Contractor. In the absence of any agreement being reached either party may refer the dispute to arbitration and finally resolved by arbitration under the LCIA Rules. By agreeing to Arbitration, the parties undertake to carry out any award immediately and waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority to the full extent permitted by law.