

I. DEFINITIONS.

“Contract”	Any contract which results from the acceptance by the Subcontractor of a Purchase Order incorporating these terms.
“Contractor”	Atlantic Projects Company (UK) Ltd. or its affiliate indicated on the Purchase Order.
“Purchase Order”	The purchase order issued by Contractor to Subcontractor.
“Services”	The labour and supervision required to perform the services specified in the Purchase Order.
“Subcontractor”	The party providing the Services covered by the Purchase Order.

2. OFFER AND ACCEPTANCE.

These General Conditions for Purchase of Services (the **“Terms”**), together with the Purchase Order or other documents to which these Terms are attached or incorporated by reference, constitute an offer by Contractor to hire the Services from Subcontractor in accordance with and subject to the terms herein.

The Purchase Order is not binding on Contractor until it is accepted by Subcontractor. Subcontractor will be deemed to have accepted the Purchase Order when it (i) sends Contractor notice of acceptance in writing, and/or (ii) starts to perform the Services in accordance with the terms of the Purchase Order, whichever occurs first. Contractor may withdraw the Purchase Order at any time before it is accepted by Subcontractor. No contract will exist except herein provided.

Subcontractor's acceptance is expressly limited to these Terms. Any invoice, acknowledgement or other communication issued by Subcontractor in connection with the Purchase Order will be construed to be for record and accounting purposes only, and any terms or conditions set forth in such communication will not apply to the Purchase Order and will not be considered to be Subcontractor's exceptions to these Terms. Any additional or different terms proposed by Subcontractor are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by Contractor. Furthermore, Contractor will not be bound by, any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by the Subcontractor in connection with the Services or the Purchase Order.

3. SCHEDULE AND LOCATION

(a) **Schedule.** Subcontractor will perform Services on the date(s) specified in the Purchase Order. Timely performance of the Services is of the essence.

(b) **Location.** All Services will be performed at, the address specified in the Purchase Order during Contractor's normal business hours or as otherwise instructed by Contractor.

4. RATES AND PAYMENT

(a) **Rates.** The hourly rates for the Services are the rates stated in the Purchase Order, or If no rates are specified in the Purchase Order: (i) the price set out in Subcontractor's published price list in force as of the date of the Purchase Order, or (ii) the rates last quoted or billed by Subcontractor at the prevailing market price, whichever is lower (the **"Rates"**). All invoices and payments hereunder will be denominated in British pounds sterling unless otherwise stated in the Purchase Order.

(b) **Interim Payments.** If the period during which the Services will be performed exceeds 45 days, the Subcontractor will be entitled to interim payments on a monthly basis.

(c) **Applications for Payment.** The Subcontractor will provide a written application for payment (an **"Application"**) to the Contractor upon completion of the Services, or if entitled to an interim payment by the first day of each month (or such other day as may be determined in accordance with the Purchase Order, in either case the **"Application Date"**). The Application will set forth the amount the Subcontractor considers due and the basis on which the amount is calculated. The amount properly claimed in an Application will become due 30 days after the Application Date (or such other day as may be determined in accordance with the Purchase Order, in either case the **"Payment Due Date"**).

(d) **Notified Sums.** Not later than five days after the Payment Due Date, the Contractor will issue a notice stating the amount considered due to the Subcontractor at the Payment Due Date (the **"Notified Sum"**) and the basis on which such amount is calculated. If the Contractor fails to issue a notice stating the amount due to the Subcontractor in accordance with this clause, the Notified Sum will be the amount set forth in the Application. The final date for payment of the Notified Sum will be 14 days after the Payment Due Date (or such other day as may be determined in accordance with the Purchase Order, in either case the **"Final Date for Payment"**).

(e) **Pay Less Notices.** If the Contractor intends to pay less than the Notified Sum, the Contractor will give notice to the Subcontractor (a **"Pay Less Notice"**) stating the amount the Contractor considers to be due at the date of the Pay Less Notice and the basis on which such amount is calculated. A Pay Less notice with respect to any payment will be given not less than one day before Final Date for Payment. The failure to issue a Pay Less Notice where a right to withhold would otherwise exist will not be construed as a waiver of the right to withhold any sum at any time. The Contractor may on any subsequent Interim Application delete, correct or modify any previous Notified Sum.

(f) **VAT.** The Subcontractor will be deemed not to have allowed in its rates or prices for any tax payable by it as a taxable person to the Commissioners of Customs and Excise being Value Added Tax on taxable supplies. The Contractor and Subcontractor will respectively comply with the law on Value Added Tax. The Subcontractor must notify the Contractor within 7 days of any change in its VAT status registration number or address. If the Subcontractor fails to do so the Contractor may deduct from any future payment due to the Subcontractor or claim from the Subcontractor the amount of any VAT paid by the Contractor during such time as the Subcontractor is unregistered for VAT or has failed to notify the Contractor of any change in its details.

(g) **Set-Off; Recoupment.** Without prejudice to any other right or remedy it may have, Contractor reserves the right to set off or recoup, at any time, any amount owing to it by Subcontractor against any amount payable by Contractor to Subcontractor.

(h) **Construction Industry Scheme.** The Subcontractor warrants to the Contractor that the Subcontractor will at all material times, including the due dates for payment by the Contractor to the Subcontractor pursuant to this Subcontract, be registered with HM Revenue & Customs as a "contractor" for the purposes of the Construction Industry Scheme. If the Contractor, having attempted to do so, is unable to verify with HM Revenue & Customs that the Subcontractor is a registered contractor for the purposes of the Construction Industry Scheme at a due date as aforesaid the Contractor may pay the relevant payment after deduction of tax at the appropriate rate in accordance with the rules of the Construction Industry Scheme.

5. FORCE MAJEURE.

Neither party will be liable for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Subcontractor will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Contract. If a Force Majeure Event prevents Subcontractor from carrying out its obligations under the Contract for a continuous period of more than thirty (30) days, Contractor may terminate the Contract immediately by giving written notice to Subcontractor.

6. WARRANTIES.

(a) **Construction and Interpretation.** The warranties expressed in these Terms will be in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law or equity (collectively, the "**Warranties**"). It is the intent of Contractor and Subcontractor that if any Warranties are held to be inconsistent, Contractor may, at any time, including in the course of a suit for breach, select which Warranty will be excluded from the Contract. All Warranties will run to Contractor and its customers. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms. All Warranties will be construed liberally in favor of Contractor. All Warranties will be construed as conditions as well as promises.

(b) **Warranties of Services.** Subcontractor warrants to Contractor that (i) Subcontractor will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar projects and in accordance with any and all specifications provided by Contractor, (ii) Subcontractor will devote adequate resources to meet its obligations under the Contract, and (iii) Subcontractor's performance of the Services will not infringe or misappropriate any letters patent, trademark or copyright or any other intellectual property rights of any third party.

(c) **Further Warranties.** Subcontractor further warrants to Contractor that (i) Subcontractor's acceptance of, or performance under, the Contract does not result in a conflict of interest between Subcontractor or any third party, and (ii) Subcontractor will obtain and maintain all permits, licenses, and consents required in connection with its performance under the Contract.

(d) **Warranty Periods.** All Warranties set forth in these Terms will remain in effect for a period of two (2) year from the date of performance of the Services by Subcontractor, and will not be deemed waived by reason of Contractor's inspection, or acceptance of, or by payment for, the Services.

(e) **Remedy.** Promptly upon discovery by Subcontractor or notice from Contractor of any breach of any of the Warranties, Subcontractor will, at its expense, promptly re-perform the non-conforming Services and pay for all related expenses. If Subcontractor fails to timely re-perform Services, Contractor may contract with a third party to re-perform the non-conforming Services and charge Subcontractor the cost thereof and terminate the Contract for cause.

(f) **Notice of Breach.** Notice of breach of warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by Contractor as the basis for breach. Any applicable statute of limitations runs from the date of Contractor's discovery of the noncompliance of the Services with the foregoing warranties.

7. COMPLIANCE.

(a) Compliance with Laws. Subcontractor warrants that, in performing its obligations under the Contract, Subcontractor will comply (and will require all of its employees and other agents involved in Subcontractor's performance under the Contract to comply) with all applicable laws, codes, regulations, rules and orders in the performance of the Contract. Subcontractor further warrants that it will not discriminate against any applicant or employee because of race, color, religion, sex or national origin.

(b) Anti-Bribery. Subcontractor acknowledges that Contractor is subject to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and anti-bribery and anti-corruption laws in various other jurisdictions. Subcontractor warrants that it will (i) comply in all respects with such laws, rules and regulations related thereto, including the comparable laws of all jurisdictions where it or its agents are conducting business, (ii) provide written certification of its compliance with the foregoing when asked by Contractor, and (iii) cooperate with Contractor and its designees at Subcontractor's expense in any inquiry or investigation of Subcontractor or its agents regarding their conduct or alleged conduct relating to compliance or failure to comply with any of the foregoing.

(c) Child Labor and Forced Labor. Subcontractor warrants that it does not employ children, prison labor, indentured labor, bonded labor or use corporal or other forms of mental and physical coercion as a form of discipline. Moreover, Subcontractor agrees that it will not conduct business with vendors employing children, prison labor, indentured labor, bonded labor or who use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, Contractor and Subcontractor agree to define "child" as less than 16 years of age. Contractor may audit Subcontractor's premises to ensure compliance with this warranty.

8. INDEMNIFICATION.

Subcontractor agrees to indemnify, defend and hold harmless Contractor, its affiliates, and their respective directors, officers, employees, customers and agents, from and against any and all claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability, including reasonable attorneys' fees, arising out of or resulting in any way from (i) Subcontractor's performance of Services, (ii) the negligence or willful misconduct of Subcontractor, its agents or employees, (iii) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Subcontractor for wages and benefits, (iv) Subcontractor's breach of any representation, warranty, covenant or other obligation hereunder, and/or (v) the infringement of any third party proprietary rights with respect to Services performed by Subcontractor. Subcontractor's obligation to indemnify will survive the expiration or termination of the Contract by either party for any reason. Subcontractor may, at its option, conduct the defense of any third party

action and Contractor will cooperate with Subcontractor's defense as reasonably requested.

9. INSURANCE.

(a) In General. Subcontractor will be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Subcontractor's trades or businesses, whichever affords greater coverage. Upon request, Subcontractor will provide Contractor with certificates of insurance or evidence of coverage. Subcontractor will provide adequate coverage for any of Contractor's property under the care, custody or control of Subcontractor.

(b) Required Coverage. Subcontractor will obtain and maintain in force during the term of this contract the insurance cover described in paragraph (a) above or in the Purchase Order, or the insurance cover described below, whichever affords greater coverage:

(i) Employer's Liability with, at a minimum, the statutory limits applicable in the jurisdiction(s) in which the Services are to be performed.

(ii) Automobile Liability Coverage covering all owned, non-owned, and hired automobiles, trucks, and trailers, whether licensed or unlicensed with coverage limits of not less than £1,000,000 combined single limit for each occurrence for bodily injury and property damage.

(iii) Commercial General Liability coverage covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with policy limits of:

- A. £1,000,000 Each Occurrence
- B. £2,000,000 General Aggregate

(iv) Employer's Liability coverage in an aggregate amount of not less than £1,000,000 per occurrence

(c) Requirements Applicable to All Insurance. In no event will the foregoing coverage limits affect or limit in any manner Subcontractor's contractual liability for indemnification under these Terms. Damage to Contractor's premises or manufacturing facilities caused by Subcontractor's workmen will be repaired to the satisfaction of Contractor at Subcontractor's expense.

10. TERMINATION.

(a) Termination for Cause. Contractor may cancel all or any part of the unperformed portion of the Contract if Subcontractor does not provide conforming Services as specified, time being of the essence, or if Subcontractor breaches any of the terms hereof including, without limitation, the Warranties.

(b) Termination for Convenience. Contractor may terminate the Contract in whole or in part for convenience upon written notice to Subcontractor, in which event Subcontractor will be entitled only to reasonable

termination charges consisting of actual direct costs resulting from termination.

11. CONFIDENTIALITY.

(a) Confidential Information Defined. Each of Contractor and Subcontractor (each, a “**Disclosing Party**”) may provide Confidential Information to the other (the “**Receiving Party**”) in connection with the Contract. “**Confidential Information**” means information or material that is proprietary or commercially valuable to the Disclosing Party, provided that such information is disclosed either: (a) in a tangible medium and marked “confidential” or “proprietary” at the time of written disclosure, or (b) orally or by demonstration and within twenty days thereafter is reduced by the Disclosing Party to a writing marked “confidential” or “proprietary.” Confidential Information does not include any information that (i) the Receiving Party lawfully knew without restriction before disclosure by the Disclosing Party, (ii) is now or becomes publicly known through no wrongful act or failure to act of the Receiving Party, (iii) developed by the Receiving Party independently without use of Confidential Information, or (iv) is hereafter lawfully furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure.

(b) Obligations of Receiving Party. The Receiving Party: (i) will keep all Confidential Information in confidence during and following termination or expiry of the Contract; (ii) will not directly or indirectly disclose any Confidential Information except as required pursuant to a requirement of a government agency or law, provided that the Receiving Party provides prompt notice to the Disclosing Party of such requirement prior to such disclosure; (iii) will limit its intentional distribution of Confidential Information to those who have a need to know; (iv) will in no event use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information; (v) not use Confidential Information except in the course of performing its obligations under the Contract; and (vi) will not use Confidential Information for its own benefit or for the benefit of any third party.

(c) Other Agreements. The terms of this Section are in addition to, and will complement and supplement any other agreement between the parties regarding confidentiality or security of information.

12. INTELLECTUAL PROPERTY; LICENSE.

As between the parties, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Subcontractor alone or with others which result from or relate to any Services performed under the Contract (collectively, “**Work Product**”), and all rights with respect thereto, will at all times be and remain the sole and exclusive property of Contractor. Standard goods manufactured by Subcontractor and sold to Contractor

without having been designed, customized or modified for Contractor do not constitute Work Product and, as between the parties, all rights with respect thereto will remain the sole and exclusive property of Subcontractor. Except as otherwise set forth herein, as between them, each of Contractor and Subcontractor will retain the sole and exclusive rights in all of its intellectual property.

13. MISCELLANEOUS.

(a) Cumulative Remedies. Every right and remedy reserved by Contractor will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms.

(b) Assignment. Neither the Contract nor any of the rights and obligations of Subcontractor thereunder may be assigned or transferred by Subcontractor without the prior written consent of Contractor. The Contract will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section will be void.

(c) Relationship of Parties. Subcontractor is an independent contractor for all purposes, without express or implied authority to bind Contractor by contract or otherwise. Neither Subcontractor nor its employees, agents or subcontractors are agents or employees of Contractor, and are therefore not entitled to any employee benefits of Contractor, including but not limited to, any type of insurance. Subcontractor will be responsible for all costs and expenses incident to performing its obligations under the Contract and will provide Subcontractor's own supplies and equipment. Except as otherwise set forth in these Terms, the manner and means of providing the Services to Contractor are subject to Subcontractor's sole control.

(d) Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the Contract will be in writing and sent by mail, overnight courier or facsimile, to (x) Subcontractor at the address indicated in the Purchase Order, or (y) Contractor, at the address indicated in the Purchase Order with a copy, which will not constitute notice, to Atlantic Projects Company (UK) Ltd., Peat House, 5 Stuart Street, , Derby DE1 2EQ, UK. Attention: General Counsel, or to such other address as one party may later specify to the

other party in writing. Delivery of any such notices will be deemed sufficient in all respects and to have been duly given as follows: (i) on the actual date of service if delivered personally; (ii) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; (iii) at the time of receipt if given by electronic mail to the e-mail addresses set forth in the Purchase Order or otherwise communicated to the other party; provided, however, that a party sending notice by electronic delivery will bear the burden of authentication and of proving transmittal, receipt and time of receipt; (iv) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section;

or (v) on the day after delivery to a nationally recognized overnight courier service during its business hours.

(e) No Exclusivity or Minimums. The Contract is a non-exclusive agreement. Contractor is free to engage others to provide services similar to the Services to be provided under the Contract. Contractor is not obligated to any minimum purchase or future purchase obligations under the Contract.

(f) Entire Agreement. The Purchase Order, together with these Terms any other documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the Services and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Contract.

(g) Amendment and Modification. No change to the Contract or to these Terms is binding upon Contractor unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Contractor.

(h) Waiver. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. GOVERNING LAW; DISPUTES

(a) Governing Law; Jurisdiction. The Contract will be governed and construed according to the laws of England without regard to principles of conflicts of law.

(b) Adjudication. Notwithstanding any other provision of the Contract to the contract, either Party may at any time refer to adjudication any dispute which arises out of the Contract. Any such adjudication shall be undertaken in accordance with Part I of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 or any such enactment or amendment to such legislation as is in force from time to time. The Chairman for the time being of the Technology and Construction Solicitors Association (or such other office thereof as is authorised to deputise for him) shall be the nominating body for the purposes of the Scheme. The adjudication shall take place in England. The decision of the adjudicator shall be binding on the parties unless and until the dispute is determined by arbitration or by agreement.

(c) Dispute Resolution. Any dispute, controversy or claim arising out of or relating to the Purchase Order will be settled by arbitration to be held in London, England in accordance with the International Chamber of Commerce Rules of Arbitration, and judgment upon any award

rendered in such proceedings may be entered into any court having jurisdiction as provided by law.

(d) Language. The only official version of the Contract, and all communications related to the Contract, will be in the English language.