

WAVEFRONT SYSTEMS LIMITED
("Wavefront")

FIELD SERVICES TERMS

1. Basis of Services

- 1.1 The Customer has requested Wavefront to supply the services of an engineer/s ("**Engineer**") to perform the services stated in Wavefront's Order Acceptance or Confirmation ("**Services**"). The Order Acceptance or Confirmation is the document or email provided by Wavefront confirming that it agrees to perform the Services on the terms agreed between the parties and detailing the same, including the location for performance, working hours, the estimated duration and the daily rate/s of the Engineer/s. The Order Acceptance or Confirmation, together with these terms and any further documents expressly incorporated in the Order Acceptance or Confirmation comprise the provisions of the contract between the parties ("**Agreement**").
- 1.2 Where the Services are carried out outside of Wavefront's normal working area, or in situations that it considers that require additional protection, or offshore; then the provisions of Wavefront's Field Services-Additional Terms ("**Additional Terms**") shall be stated in the Order Acceptance or Confirmation as applying as part of the Agreement, in addition to these terms. In the event of any inconsistency between these terms and any other provisions making up the Agreement, these terms and the Additional Terms shall prevail. In the event of any inconsistency between these terms and the Additional Terms, these terms shall prevail. Standard terms of the Customer on any purchase order, acceptance or other document are expressly excluded and do not form part of the Agreement.
- 1.3 Wavefront agrees that the Engineer shall carry out the Services using reasonable skill and care and in accordance with normal industry practice. The Customer shall be responsible to Wavefront for any claims, costs, damages and liabilities arising out of Wavefront or the Engineer following any directions, instructions, designs, specifications, or other reliance on Customer supplied information or material.
- 1.4 Customer agrees to pay Wavefront for the Services on a Time and Materials basis at the day rate stated in the Order Acceptance or Confirmation or otherwise at the Engineer/s normal daily rate ("**Charges**"). Unless otherwise stated in the Order Acceptance or Confirmation, payment shall be made within 30 days of receipt of a valid invoice from Wavefront and Wavefront shall send invoices monthly or at the end of the Services at its discretion.
- 1.5 Wavefront is not responsible for delays or changes in the location of the Customer's vessel in respect of a previously agreed embarkation at an agreed location on an agreed date and any additional Charges, costs and expenses incurred as a result of such change shall be at the risk and expense of the Customer.
- 1.6 Wavefront shall use reasonable endeavours to accommodate requested changes to the agreed location or date and time of embarkation and timing of the Services, subject to availability of suitably qualified engineers.
- 1.7 Travel days and days when the Engineer is prevented from working due to delays on site or getting to or from the vessel or site, unavailability of the Customer's vessel, facilities or materials etc., will be charged at the applicable day rate. Chargeable days commence on the date the Engineer commences travel from his home base and ends on the date the Engineer arrives back at his home base.
- 1.8 Expenses incurred in the performance of the Services including without limitation, for visas and other documentation necessary for travel, flights, accommodation and travel, taxi fares, meals and out of pocket expenditure of the Engineer, shall be reimbursed to Wavefront at cost +15%.
- 1.9 The Charges are exclusive of amounts in respect of applicable taxes and levies and any charges or imposts of any kind including VAT, sales taxes, excise duties and import or export duties or fees. The Customer shall, on receipt of a valid invoice from Wavefront, pay to Wavefront such additional amounts in respect of any such amounts as are chargeable on the supply of the Services.
- 1.10 The Customer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to Wavefront such additional amount as will ensure that Wavefront receives the same total amount that it would have received if no such withholding or deduction had been required unless required by law to pay the net amount, in which case the Customer shall fully co-operate with Wavefront and shall provide such assistance and documentary evidence as requested in order for Wavefront to re-claim the withheld tax from the relevant tax authority.

FIELD SERVICES TERMS

- 1.11 Customer shall supply reasonable and necessary information, facilities and assistance to Wavefront and to the Engineer in connection with the performance of the Services. If required, the Customer shall supply all assistance and information for Wavefront to obtain invitation letters, visas and work permits necessary for the Engineer to provide the Services, or shall itself provide the same. Without affecting its liability to Wavefront hereunder, the Customer shall ensure that all obligations on it which need to be flowed down to and carried out by the vessel owner/operator/shipyard or any third party on its behalf shall be performed adequately by such third party.
- 1.12 The Services are anticipated to be carried out for the number of days and at the location/s stated in the Order Acceptance or Confirmation.
- 1.13 Subject to the other provisions of this Agreement, working hours are stated in the Order Acceptance or Confirmation.
- 1.14 The conditions under which the Engineer works and the hours worked shall be no less beneficial to him than those enjoyed by other members of the Customer's staff of equivalent status.
- 1.15 The Engineer shall not be asked to perform services outside of the scope of the Services.
- 1.16 Both parties shall perform their obligations in accordance with all applicable laws and regulations having the force of law. In particular Customer shall ensure that all health and safety laws, rules, regulations and obligations are complied with, including those referred to in the Additional Terms.
- 1.17 Wavefront Engineers are supplied with normal personal protective equipment, (safety boots, overalls, hard hats, gloves and eye protection). Additional protective and other equipment shall be supplied free of charge by the Customer.
- 1.18 If there is a requirement to enter confined spaces, carry out lone working, or work in abnormal environments then it is the Customer's responsibility to conduct the necessary risk assessment and to provide the required personal safety equipment and other control measures reasonably necessary to mitigate risks, including the provision of personal gas monitors and/ or forced air if the working environment is a confined space.
- 1.19 The Customer will follow the applicable legal standards and also internationally accepted recommended standards for industry, and where relevant shipping and offshore working, with respect to health, safety and working conditions.
- 1.20 Engineers shall be authorised to refuse to or to stop work should they believe that their health and safety is being put in jeopardy due to any circumstances pertaining to the provision of the Services.
- 1.21 On completion of the Services the Customer shall if requested, ensure that any report provided by the Engineer is signed off by or on behalf of the Customer without delay.

2. Limitation and Exclusion of Liability

- 2.1 Any liability which Wavefront may have for claims concerning damage to the physical property of the Customer or their employees, agents, customers or any third party contracted to the Customer, arising out of or in connection with this Agreement and the Services, however arising, shall be limited to £1,000,000 (one million pounds sterling) in total, in respect of all claims.
- 2.2 Subject to clause 2.1 and to the remaining provisions of this clause 2, the liability of Wavefront for any claims arising out of or in connection with this Agreement, however arising, shall be limited in respect of all claims in aggregate to the Charges paid by the Customer or £50,000 (fifty thousand pounds sterling), whichever is the greater.
- 2.3 Without prejudice to the remaining provisions of this clause 2, Wavefront shall not, under any circumstances whatever, be liable, however arising for any:
 - 2.3.1 Direct or indirect loss of or damage to:
 - 2.3.1.1 revenue or profit; or
 - 2.3.1.2 goodwill or damage to reputation; or
 - 2.3.1.3 business; or
 - 2.3.1.4 production; or
 - 2.3.1.5 business opportunity; or
 - 2.3.1.6 bargain; or
 - 2.3.1.7 anticipated saving; or
 - 2.3.1.8 data, or for corruption of data or information; or
 - 2.3.1.9 the cost of detachment, decommissioning and retrieval of any products or items and the attachment or commissioning of any products or items (except specifically agreed in writing to be part of the Services); or

FIELD SERVICES TERMS

- 2.3.1.10 any costs and liabilities arising from pollution or environmental damage caused directly or indirectly by any products or the Services; or
 - 2.3.2 indirect or consequential loss or damage.
 - 2.4 Customer shall assume and indemnify, defend, hold harmless and release Wavefront from all liabilities costs claims and damages arising out of third party claims of any type against Wavefront resulting from the performance of the Services.
 - 2.5 The exclusions and limitations of liability contained in these terms shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies Wavefront of the possibility of any greater loss or damage but all such exclusions shall only apply so far as permitted by law and in particular nothing in this Agreement shall affect liability:
 - 2.5.1 for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;
 - 2.5.2 for fraudulent misrepresentation or other fraud;
 - 2.5.3 for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
 - 2.6 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Wavefront, including those relating to workmanlike performance and the skill and care to which the Services are to be performed, compliance with descriptions, the quality or the fitness for purpose of products and the Services which are not expressly set out in the Contract are excluded except to the extent such exclusion is prohibited or limited by law. Unless otherwise expressly agreed in writing time shall not be of the essence with regard to performance of the Services.
 - 2.7 The term "however arising" when used or referred to in this clause 2 shall cover all causes and actions giving rise to liability of Wavefront arising out of or in connection with the Agreement or the Services including without limitation:
 - 2.7.1 whether arising by reason of any misrepresentation (whether made after, prior to and/or in the Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise;
 - 2.7.2 whether arising under any indemnity or hold harmless provision.

3. Assignment

The Customer may not assign or transfer or sub-contract any of its rights, benefits or obligations under this Agreement without the prior written consent of Wavefront. Wavefront may sub-contract the performance of the Services to one of its affiliated companies.

4. Confidentiality

- 4.1 Each party undertakes that it shall not at any time during the Agreement and after termination disclose to any person the confidential information of the other party, and shall only use the other party's confidential information as required to fulfil this Agreement.
- 4.2 Each party may disclose the other party's confidential information:
 - 4.2.1 to its employees, officers, agents, consultants, or sub-contractors ("**Representatives**") who need to know such information for the purposes of carrying out that party's obligations under this Agreement or receiving the benefit of the Services, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with confidentiality obligations no less than contained in this clause 4. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; or
 - 4.2.2 with the disclosing party's prior written agreement; or
 - 4.2.3 as may be required by law, court order or any governmental or regulatory authority.
- 4.3 Each party reserves all rights in its confidential information. No rights or obligations in respect of a party's confidential information other than those expressly stated in this Agreement are granted to the other party or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

FIELD SERVICES TERMS

5. Force Majeure

- 5.1 Neither party shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of an event beyond the reasonable control of a party (or any person acting on its behalf) ("**Force Majeure Event**").
- 5.2 A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:
- 5.2.1 notify the other party of the nature and extent of such Force Majeure Event; and
 - 5.2.2 use all reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as feasible.

6. Termination

- 6.1 Each party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other if:
- 6.1.1 that other party fails to pay any undisputed amount due under the Agreement on the required payment date and remains in default not less than 14 days after being notified in writing to make such payment; or
 - 6.1.2 that other party ceases trading, commences or is required to commence or participates in any activity associated with debt rescheduling, administration, bankruptcy, liquidation or winding up of the other party or other party's affiliates or subject to an attachment order on any part of its assets and such attachment order is not discharged within 14 days; or
 - 6.1.3 that other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
 - 6.1.4 any Force Majeure Event prevents Wavefront from performing its obligations under this Agreement for any continuous period of one month.
- 6.2 Termination of this Agreement shall not prejudice any of the parties' rights and remedies which have accrued under the Agreement as at termination.

7. Anti-Bribery

- 7.1 Neither party shall engage in any activity which could constitute bribery or corruption and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010.

8. Survival of Obligations

- 8.1 Any term which is intended, expressly or impliedly, to continue, or to come into effect on termination or expiry of this Agreement shall continue in effect (or come into effect) on such termination or expiry.

9. Variation and Waiver

- 9.1 Any variation of this Agreement must be in writing and signed by or on behalf of the parties.
- 9.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by or on behalf of the party and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 9.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.
- 9.4 No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

10. Entire Agreement

- 10.1 These terms (together with the Order Acceptance or Confirmation, the Additional Terms (if applicable) and the documents expressly incorporated as part of the Agreement by the Order Acceptance or Confirmation), constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the contract.
- 10.2 Each of the parties acknowledges and agrees that:

FIELD SERVICES TERMS

- 10.2.1 in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Agreement or not) which is not expressly set out in this the Agreement; and
- 10.2.2 the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement shall be for breach of contract under its terms.
- 10.3 Unless specifically agreed to in writing and signed by or on behalf of Wavefront, no terms of the Customer shall be incorporated into or otherwise form part of this Agreement, whether appearing on a purchase order or any other document.

11. Rights of Third Parties

- 11.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a person who is not a party to this Agreement.

12. Governing Law and Jurisdiction

- 12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, formation or existence (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law excluding any conflicts of law principles that would direct the substantive law of another jurisdiction to apply.
- 12.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter, formation or existence (including non-contractual disputes or claims).

WAVEFRONT SYSTEMS LIMITED

Coldharbour Business Park, Sherbourne, Dorset, DT9 4JW, UK

Tel: 44 (0) 1935 815600