

TERMS AND CONDITIONS OF FOXDRILL B.V. (2021)

Art. 1 APPLICATION OF TERMS AND CONDITIONS

- 1.1 These Terms and Conditions shall apply to all orders, quotations, assignments and agreements between Foxdrill B.V. ("Foxdrill") and a client ("Client") in respect of the provision of Services to the Client.
- 1.2 Any general terms and conditions of purchase or other terms and conditions of the Client shall not apply to the legal relation between the Client and Foxdrill and are hereby explicitly renounced.
- 1.3 If one or more of any provisions of these Terms and Conditions prove to be invalid this will not have any effect on the other provisions and terms of these Terms and Conditions which will remain in effect.
- 1.4 These Terms and Conditions are also applicable to any agreements with Foxdrill in which third parties are subcontracted either with Foxdrill or with the Client.
- 1.5 Any deviations made contrary to these General Terms and Conditions shall only apply when expressly agreed in writing.

Art. 2 DEFINITIONS

- 2.1 **"Area of Operation"** means any location or locations as the Client directs where Foxdrill is required to perform Services.
- 2.2 **"Client"** means: each natural and legal person who requests and instructs Foxdrill to carry out Services.
- 2.3 **"Client Indemnified Parties"** means: The owners and operators of any organisation, unit or equipment to be inspected audited and /or evaluated by Foxdrill on behalf of the client, as part of the Services, and their respective employees, agents and sub-contractors.
- 2.4 **"Force Majeure"** means: in respect of the Client and Foxdrill, any event or occurrence whatsoever beyond the reasonable control of either the Client or Foxdrill, which delays, prevents or hinders either the Client or Foxdrill from (timely) performing any obligation imposed under any agreement between the Client and Foxdrill. Provided Client or Foxdrill has made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions.
- 2.5 **"Foxdrill"** means: Foxdrill B.V., established in Oldenzaal and having its registered office at Kampenstraat 14, 7575EK Oldenzaal, the Netherlands, registered at Chamber of Commerce under no. 06034345;
- 2.6 **"Goods"** means: all of the equipment and/or other materials that Foxdrill is required to supply to the Client under the Contract (i.e. Conductor pipe and related materials)
- 2.7 **"Personnel"** means; any personnel provided by Foxdrill to the Client whether employed by Foxdrill or engaged from subcontractors or self-employed persons.
- 2.8 **"High-Risk Projects"**: The projects that are considered and qualified by Foxdrill, based on identifiable facts, to bear a more than usual level of risk involved based on financial or operational level, the safety of the personnel, or any other hazards that go beyond the normally acceptable level of risk in the operation or execution of projects.

- 2.9 **“Order”** means: A written order for the Services issued to Foxdrill, and accepted by Foxdrill.
- 2.10 **“Quotation”** means: the offer made to the Client by Foxdrill with regard to provision of Goods and Services.
- 2.11 **“Remuneration”** means: the payment owed by the Client to Foxdrill for the provision of Good and Services by Foxdrill to the Client.
- 2.12 **“Services”**: The Services shall comprise the provision of all reports, materials, equipment, advice, engineering, support, consumables, and all activity and work to be performed which is requested by the Client as detailed in the “scope of work” or purchase order, or other instruction from the Client, which is accepted by Foxdrill. These services will be at such times and locations as the Client directs and which is acceptable to Foxdrill.
- 2.13 **“Services agreements”**: The services are to be described in separate agreements, governed by these standard Terms and Conditions if applicable and agreed upon by signature of the parties.

Art. 3 ORDERS AND QUOTATIONS

- 3.1 All quotations of Foxdrill shall be without any engagement, except in so far as the contrary appears from confirmation of the Order addressed to the Client.
- 3.2 An Order shall only be binding after written confirmation by Foxdrill.
- 3.3 Unless specifically agreed otherwise, the Client’s request for Foxdrill to commence the Services prior to an Order shall be deemed as an acceptance of Contractor’s last quotation or offer and these Terms and Conditions.

Art. 4 IDENTIFICATION OF HIGH-RISK PROJECTS

- 4.1 Foxdrill has to depend on the information provided by the Client for initial identification of High-Risk Projects. The information provided by the Client must be complete and sufficient to allow identification by Foxdrill and their insurer. Should there be any doubt about the level of risk involved, the Client must alert Foxdrill of the details, thereby allowing Foxdrill to make a decision as to the safety of its Personnel. In any event Foxdrill is entitled to suspend the Services if in their reasonable opinion the safety and wellbeing of her Personnel is at stake either because of unsafe or poor working conditions or otherwise.
- 4.2 In all cases the Client is responsible for their management decisions taken after receipt of the findings and or reports of Foxdrill and for overall liability.

Art. 5 PERFORMANCE

- 5.1 All commitments with respect to the timing and scope of the project agreed between the Client and Foxdrill are to be confirmed in writing. These agreements are made in good faith and will be executed with the best effort but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points. For this reason, whilst Foxdrill agrees to use its best endeavours to fulfil such commitments to Clients on the timing and the scope of work, Foxdrill does not guarantee performance in either respect.
- 5.2 Foxdrill reserves the right to decide whether or not to conduct, begin or continue with a project after evaluating the risks regarding the health, safety and security of its Personnel and subcontractors.

- 5.3 Changes to the scope of work or Services must be made in writing to Foxdrill and not discussed with Foxdrill's Personnel on site. Should changes to the Services issued by the Client affect the value of the Order, Foxdrill shall issue a quote for the changes, and changes will only be executed on Foxdrill's acceptance of a new Order for these changes.
- 5.4 The Client shall ensure that any information provided, in any form and which is necessary for the performance of services by Foxdrill, is true and accurate and the Client shall be solely responsible for the contents therein.
- 5.5 The Client shall accept that, and inform equipment and facility owners and /or management, that Foxdrill is not responsible for any breakdown and malfunctioning of their equipment or facility during or after the service and that Foxdrill is entitled to refuse Services if Foxdrill has valid reason to believe that the Services cannot be safely carried out.
- 5.6 Foxdrill is entitled to either fully or partly engage subcontractors.

Art. 6 INTELLECTUAL PROPERTY

- 6.1 Foxdrill warrants that all Personnel and subcontractors will be employed on terms that protect the Client's intellectual property rights for as far as these materials are made known or given in custody to Foxdrill.
- 6.2 Notwithstanding any payments received from the Client, all rights of ownership to all materials prepared by Foxdrill, whether written or not, shall remain the property of Foxdrill and the copyright and distribution rights are hereby reserved by Foxdrill at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between Foxdrill and the Client explicitly so provides or where the material is so endorsed by Foxdrill.
- 6.3 Foxdrill however grants the right, without prejudice to its position under the previous paragraph, to the Client to copy freely any reports and or documentation in hard or soft copy provided by Foxdrill as part of work wholly commissioned by the Client provided that the distribution of these copies is exclusively within the Client's particular organisation or project and accepts the report findings are only applicable for the project commissioned by the Client.

Art. 7. KNOCK FOR KNOCK

- 7.1 Foxdrill will indemnify and hold the Client and Client Indemnified Parties harmless from and against all claims, liabilities, costs, damages and expenses of whatsoever nature arising out of injury to or death of any employee, servant, agent, sub-contractor or invitee of Foxdrill and for damage to or destruction of any property of Foxdrill or any of its employees, servants, agents or invitees arising directly or indirectly as a result of the performance by Foxdrill of the Services irrespective of whether such injury, death, damage or destruction is caused in whole or in part by negligence on the part of the Client or its employees, servants, agents, invitees or sub-contractors.
- 7.2 Save what has been provided in clause 4 [*High-Risk Projects*] The Client will indemnify and hold Foxdrill and its Personnel, servants, agents, sub-contractors and invitees harmless from and against all claims, liabilities, costs, damages and expenses of whatsoever nature arising out of injury to or death of any employee, servant, agent, or invitee of the Client or any Client Indemnified Parties or damage to or destruction of any property of the Client or the Client's employees, servants, agents, sub-contractors or invitees or the Client Indemnified Parties arising directly or indirectly as a result of the performance by Foxdrill of the Services irrespective of whether such injury, death, damage or destruction is caused in

whole or in part by negligence on the part of Foxdrill or its employees, servants, agents, invitees or sub-contractors.

- 7.3 Notwithstanding anything to the contrary in these Terms and Conditions, the liabilities and obligations of the Client and Foxdrill shall survive the termination of any agreement to which these Terms and Conditions apply.
- 7.4 Client Indemnified Parties include the owners of the equipment, facility or service to be inspected, even if the Services are provided prior to the client being contractually engaged with the party being inspected, audited etc.

Art. 8 OTHER LIABILITIES

- 8.1 Neither the Client nor Foxdrill are liable for the consequences of Force Majeure.
- 8.2 Where delay is caused by events outside the control of either the Client or Foxdrill or influence causes such delay or damage that the purpose of the contract is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of the project. In such circumstances Foxdrill will be entitled to recover all costs and charges already incurred, immediately prior to the Force Majeure situation, within 30 days from the start of the Force Majeure situation.
- 8.3 Foxdrill provides information, advice, reports and other services in good faith and to its best effort, based upon information available and findings at the time. Foxdrill shall carry out all of its obligations under the contract and shall execute the services with all due care and diligence and confirms that Personnel provided by Foxdrill are properly trained, qualified, skilled and experienced to provide the services. The services shall be fit for the purposes specified in the scope of work. Foxdrill does not guarantee that the services are without error, that they will achieve a given result, that they will meet the demands of the Client, or that they are appropriate for the purpose envisioned by the Client.
- 8.4 Foxdrill does not warrant the accuracy of information provided in reports or services or supporting materials but Foxdrill will use its best endeavours to perform. It is for the Client to decide whether or not to accept the advice when making any management decisions or taking further actions. Foxdrill is not liable for the consequences of a Client's decision based on this information, advice or inspection findings, whether direct or indirect.
- 8.5 Foxdrill shall not be liable to the Client or Client Indemnified Parties and the Client or Client Indemnified Parties shall not be liable to Foxdrill in respect for any claims for loss of production, loss of product, loss of use and loss of revenue, profit and anticipated profits, loss of business or any other indirect losses or consequential damages arising as a result of the performance of the Services of Foxdrill regardless of the cause thereof including but not limited to the negligence of the party seeking to rely on this provision. Notwithstanding any provisions to the contrary, the Client shall indemnify and hold Foxdrill harmless from and against any such claims against Foxdrill brought by the Client, Client Group and or Client Indemnified Parties regardless of the cause, even if such damages are caused by the fault or negligence of Foxdrill or its employees, servants, agents, invitees or sub-contractors.
- 8.6 Without prejudice to other more restrictive limitations elsewhere in these Terms and Conditions any liability on the part of Foxdrill is limited to the value of the Service with the Client or the value of the loss whichever is smaller, and up to a maximum of the insurance cover in effect.

Art. 9 TERMS OF PAYMENT

- 9.1 The Client agrees to be bound by the payment terms stipulated in the proposal or contract. In the absence of any other agreed payment terms, all invoices shall be payable in full within 30 days of the date of the invoice, If payments have not been received on time, and interest rate of LIBOR (12 months) + 2% will be due over the full amount of the invoice for every month or part of a month that the invoice date is delayed thereafter.
- 9.2 Payments agreed on lump sum basis shall remain due by the Client in full irrespective of any possible time savings by Foxdrill to perform the Services.
- 9.3 If Foxdrill is not a resident of the country having jurisdiction over the Area of Operation, the Client agrees to arrange and pay for all required access, consents, licences and permits to carry out the Services on location, local accommodation and subsistence for Foxdrill's Personnel at work site, first aid and medical care at work site, sufficient light at work site to guarantee a safe work area, access to internet at worksite, operational medevac plan from work site(s) to hospitals. Furthermore all possible reasonable (security) precautions are to be taken by the Client to safeguard Foxdrill Personnel in the same manner as the Client safeguard its own personnel.
- 9.4 The Client shall not exercise any legal or equitable rights of set-off, deduction, abatement or counterclaim which it may have to reduce its liability to pay any remuneration due to Foxdrill.
- 9.5 Prices for the Services included in Foxdrill's quotations or in an Order are exclusive of VAT (or any equivalent Tax) in the Area of Operations, or any other duties, tariffs, charges, or withholding tax as applicable.

Art. 10 CONFIDENTIAL INFORMATION AND PERSONAL DATA

- 10.1 Both the Client and Foxdrill, including their staff, shall observe strict secrecy in respect of the information provided to it within the framework of any agreement unless a proper performance of the agreement is hindered by the observance of secrecy or unless the information must be disclosed by virtue of a legal obligation.
- 10.2 The Client will treat any personal data of Personnel that comes to its knowledge in the context of provision of Services and Goods in confidence and the Client is responsible to process such data in accordance with the provisions of the General Data Protection Regulation ("Algemene Verordening Gegevensbescherming") and/or other similar legislation.
- 10.3 Foxdrill will not be liable for penalties imposed upon or claims made against the Client when the Client has failed to meet its obligations referred to in the preceding paragraphs. Should penalties be imposed on or claims be made against Foxdrill when the Client has failed to meet its obligations referred to in the preceding paragraphs, the Client will indemnify Foxdrill for same.

Art. 11 APPLICABLE LAWS IN THE AREA OF OPERATION

- 11.1 The Client shall ensure that all operations and activities are lawful and in agreement with local or international regulations and laws and that the Client will act in compliance with these laws and regulations in all relevant areas such as health, environment, safety, security, taxes, permits and privacy.
- 11.2 The Client will also comply with all applicable sanctions laws, regulations, rules and licences, including without limitation those of the U.S. and the E.U.

- 11.3 In case Foxdrill, her Personnel and/or sub-contractors would incur damage or loss (such as but not limited to fines) as a result of a breach by the Client of the above mentioned requirements, the Client shall indemnify Foxdrill, her Personnel and/or sub-contractors for same.

Art. 12 APPLICABLE LAW AND JURISDICTION

- 12.1 These General Terms and Conditions and all orders, quotations, assignments and agreements in respect thereof, shall be subject to Dutch law save that when the Client is domiciled outside the Netherlands, English law shall be applied.
- 12.2 All disputes with respect to or in connection with agreements shall be brought exclusively before the court "Midden-Nederland" save that when the Client is domiciled outside the Netherlands, Foxdrill shall always have the option to commence proceedings before the London Court of Arbitration.