

## 1. Contract

- 1.1 The Contract is between the Purchaser and the Supplier.
- 1.2 The following terms shall have the meanings set out below:
  - **'Conditions'** means terms and conditions set out herein;
  - **'Contract'** means the contract for the provision of the Deliverables by the Supplier to the Purchaser, comprising these Conditions and (if any) the Purchase Order and specification relating to the Deliverables;
  - **'Deliverable'** means each of the Goods and Services (and all parts thereof) provided or to be provided by or on behalf of the Supplier to the Purchaser, including each and all Deliverables referred to in the relevant Purchase Order and Specification;
  - **'Goods'** means articles and things (tangible or intangible);
  - **'Purchase Order'** means the Purchaser's purchase order document issued in relation to the relevant Deliverables;
  - **'Purchaser'** means Oil & Gas Authority (09666504) ('OGA');
  - **'Services'** means any services, support, assistance or facilities;
  - **'Specification'** means the specification, description or scope document describing the relevant Deliverables; and
  - **'Supplier'** means the Supplier named in the relevant Purchase Order or (where there is no Purchase Order) such other person or entity providing or has agreed to provide the relevant Deliverables to the Purchaser.

## 2. Application of these Conditions

- 2.1 These Conditions apply to the Contract to the exclusion of all other terms and conditions that the Supplier seeks (whether prior or subsequent to the point in time described in Clause 2.2) to impose or incorporate or are implied by trade, custom, practice or course of dealing.
- 2.2 The Supplier agrees that it accepts and shall be deemed to accept these Conditions on the earlier of (a) any act by the Supplier consistent with the provision of the Deliverables and (b) receipt of the request from the Purchaser for provision of the Deliverables (or any of them).
- 2.3 The Contract shall only be amended or superseded by the written agreement of the parties signed (under hand) by each party.
- 2.4 The Contract constitutes the entire agreement between the parties with respect to its subject matter. All prior agreements, understandings, conditions, warranties, representations, statements, negotiations and undertakings (in each case whether written, oral, express, implied, statutory or otherwise) are superseded by the Contract (other than any fraudulent representation on which a party can be shown to have relied).

## 3. Standards

- 3.1 Where the Deliverables are goods, the Supplier shall ensure that they (a) correspond with their description and any applicable specification; are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out or made known by the Supplier to the Purchaser; (c) are free from any defects in design, materials and workmanship; (d) comply with all relevant statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling and delivery and (e) are guaranteed to the standards and requirements set out in this clause 3.1 for 12 months from delivery or for such longer period as specified or implied by the Contract.
- 3.2 Where the Deliverables are Services, they shall (a) accord with the standards, practices, methods, procedures and degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be complied with and/or expected from a very skilled or experienced person or entity engaged in a similar type of undertaking to the Supplier and/or providing the Deliverables equivalent to the Deliverables and (b) comply with the requirements in the relevant specification.
- 3.3 The Supplier shall provide the Deliverables in accordance with the instructions of the Purchaser including (without limiting the generality of the foregoing) by complying with the Purchaser's health, safety and security requirements when delivering the deliverables to and/or while its employees or agents are on the Purchaser's premises.
- 3.4 The Supplier shall obtain and at all times maintain all necessary licences and consents and apply with all applicable laws and

regulations required in respect of the Deliverables and/or to enable the full use and enjoyment of them by the Purchaser.

## 4. Timing and Place of Delivery

- 4.1 The Supplier shall provide the Deliverables at the place(s) and by the date(s) for delivery or performance specified in the Contract or which are otherwise notified to the Supplier by the Purchaser.
- 4.2 Time shall be of the essence of the Contract.
- 4.3 Where Deliverables have not been provided in accordance with the Contract and the Purchaser terminates the Contract for this reason, the Supplier shall refund to the Purchaser any advance payment for the Deliverables.

## 5. Ownership and Risk

- 5.1 Title in the Deliverables shall pass to the Purchaser on the earlier of delivery to the Purchaser or payment for them by the Purchaser.
- 5.2 The risk in the Deliverables shall remain with the Supplier until delivery to the Purchaser.
- 5.3 The Supplier shall maintain appropriate levels of insurance of all risks and liabilities which may be incurred by the Supplier under the Contract.

## 6. Price and Payment

- 6.1 The price for the Deliverables shall be as set out in the Purchase Order or otherwise agreed in writing by the Purchaser.
- 6.2 Invoices shall be submitted by the Supplier on or after the supply of the Deliverables.
- 6.3 The Purchaser shall make payment no later than the 30<sup>th</sup> day after receipt of the invoice.
- 6.4 All invoices shall comply with relevant legislation (including VAT legislation).

## 7. Rejection of Goods

- 7.1 The Purchaser by notice in writing to the Supplier may reject any or all of the Goods if (a) they (or any part thereof) are received in a damaged state; or (b) they fail to comply with Clause 3.1. The Supplier shall collect rejected Goods within 20 days after receipt of a notice of rejection from the Purchaser.
- 7.2 If the Supplier fails to collect the Goods rejected in accordance with Clause 7.1 the Purchaser may dispose of or return such Goods at the Supplier's expense. The Purchaser shall own the entire proceeds of any such disposal.

## 8. Cancellation

- 8.1 The Purchaser may terminate the Contract upon 20 days written notice.
- 8.2 The Purchaser may terminate the Contract by written notice with immediate effect if the Supplier (a) is dissolved or becomes insolvent or unable to pay its debts with the meaning of section 123 of the Insolvency Act 1986 or has a resolution passed for its winding-up, official management or liquidation or is subject to any event which, pursuant to the applicable laws of any jurisdiction, has an analogous effect to any such events; or (b) commits or participates in any offence under the Bribery Act 2010.
- 8.3 The Purchaser shall be entitled to recover from the Supplier any additional costs which it reasonably incurs where the Purchaser terminates the Contract pursuant to Clause 8.2 or by reason of the Supplier's breach or failure.

## 9. Intellectual Property

- 9.1 Subject to Clause 9.2 the Supplier hereby assigns to the Purchaser, with full title guarantee and free from all third party rights, all intellectual property rights ('IPRs') in all Deliverables.
- 9.2 With the exception of any IPRs which pre-date the Contract (**pre-existing IPRs**), all present and future IPRs related to or incorporated into the Deliverables shall vest in and be the absolute property of the Purchaser.
- 9.3 The Supplier hereby grants the Purchaser a non-exclusive, sub-licensable, world-wide, loyalty free perpetual license to fully use the pre-existing IPRs for all purposes whatsoever in connection with receiving, using and obtaining the benefit of each of the Contract and the Deliverables.

## 10. Liability

- 10.1 The Supplier shall indemnify and keep indemnified the Purchaser against all losses, damages, expenses, costs, claims, actions and proceedings suffered or incurred by the Purchaser arising out of or in connection with any act or omission of the Supplier including (without limiting the generality of the foregoing) in respect of (a) any negligence of the Supplier, its subcontractors, employees or agents; (b) defects in design, materials or workmanship; and (c) any breach of IPRs (including where any such breach results from the Purchaser's use of the Deliverables).

## 11. General

- 11.1 **Confidentiality** – Except where and to the extent that the Purchaser gives its prior written consent, the Supplier shall keep strictly confidential all specifications, information, data and documents (in whatever form, including electronic) provided by or on behalf of the Purchaser in connection with the Contract and/or the Deliverables. The Supplier shall not make any press announcement or publicise the Contract or its connection with the Purchaser.
- 11.2 **Transfer** – The Supplier shall not transfer, assign, novate or sub-contract the Contract (or its performance) without the Purchaser's prior written consent.
- 11.3 **Set-Off** – The Purchaser may set-off against any payment due from it to the Supplier any monies that are payable by the Purchaser to the Supplier.
- 11.4 **Rights of Third Parties** – nothing in the Contract confers or purports to confer on any third party or any right to enforce any term of the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 11.5 **Severability** – if any provision of the Contract is held to be invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remaining provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. If the invalid provision is fundamental to the Contract, the parties shall immediately commence negotiations.
- 11.6 **Waiver** – The failure by any party to exercise any right or remedy shall not constitute a waiver of that right or remedy or any future rights or remedies. No waiver shall be effective unless it is communicated to the other party in writing and no waiver on any particular occasion shall operate as a future or continuing waiver of any right or remedy.
- 11.7 **Survivorship** – The provisions of Conditions 1, 2, 3.1, 3.2, 3.3, 4.2, 4.3, 5, 7, 8.3, 9, 10 and 11 shall continue in full force and effect notwithstanding the termination of the Contract.
- 11.8 **Law** – English Law and the jurisdiction of the English Courts shall apply to disputes in respect of or arising from these Conditions.