

1. Definitions

- 1.1 “ACCEPTANCE DATE”** has the meaning given to it in Clause 6.1.
- 1.2 “AFFILIATE”** means,
- (a) in relation to any party, any other entity, which, directly or indirectly, controls, is controlled by, or is under common control with, such party; and
 - (b) in addition to the foregoing, in relation to TURAN, KCA Deutag Drilling Group Ltd and any other entity, which, directly or indirectly, controls, is controlled by, or is under common control with, KCA Deutag Drilling Group Ltd.
 - (c) For the purposes of this definition, control shall mean the right to exercise, directly or indirectly, at least fifty per cent (50%) of the voting rights of an entity, or the right to appoint the majority of the directors to the board (or equivalent).
- 1.3 “CLIENT”** means any client or customer (in any jurisdiction), directly or indirectly, to whom any member of TURAN GROUP is engaged in selling, renting, lending or otherwise supplying any goods and/or performing any services.
- 1.4 “CLIENT GROUP”** means any CLIENT, its CO-VENTURERS, its and their respective AFFILIATES, and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of TURAN GROUP or CONTRACTOR GROUP.
- 1.5 “CONTRACT”** means the contract between TURAN and CONTRACTOR for the supply of GOODS and/or SERVICES as ORDERED from time to time by TURAN.
- 1.6 “CONTRACTOR”** means the person, persons, firm or company who is to supply GOODS and/or SERVICES to TURAN.
- 1.7 “CONTRACTOR GROUP”** means CONTRACTOR, its SUBCONTRACTORS, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of TURAN GROUP or CLIENT GROUP.
- 1.8 “CO-VENTURER”** means any other entity with whom the CLIENT is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the GOODS and/or SERVICES are being provided and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.
- 1.9 “DELIVERY DATE”** means the agreed date(s) upon which the GOODS and/or SERVICES shall be delivered as specified in the CONTRACT or, in the absence of which, the date occurring as soon as reasonably possible after the EFFECTIVE DATE as requested by TURAN.
- 1.10 “EFFECTIVE DATE”** means the date on which the CONTRACT is binding upon the PARTIES.
- 1.11 “GOODS”** means the goods, if any, to be supplied in accordance with the CONTRACT.
- 1.12 “GROSS NEGLIGENCE”** means an extremely careless act or omission beyond the standards of carelessness which would amount to simple negligence.
- 1.13 “INTELLECTUAL PROPERTY RIGHTS”** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and

rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

- 1.14** **“TURAN”** means the relevant legal entity who is procuring the GOODS and/or SERVICES hereunder.
- 1.15** **“TURAN GROUP”** means TURAN, its AFFILIATES, any joint venture partners of the foregoing and their AFFILIATES, and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of CONTRACTOR GROUP or CLIENT GROUP.
- 1.16** **“TURAN SUPPLIER TERMS AND CONDITIONS”** means these terms and conditions which may be amended from time to time by TURAN.
- 1.17** **“ORDER”** means any order placed by TURAN with CONTRACTOR for the supply of GOODS and/or SERVICES as evidenced by a PURCHASE ORDER or as otherwise expressly and unambiguously agreed in writing by an authorised representative of TURAN and **“ORDERED”** shall be construed accordingly.
- 1.18** **“PARTY”** or **“PARTIES”** means the parties to the CONTRACT.
- 1.19** **“PURCHASE ORDER”** means any purchase order issued by TURAN identifying the GOODS and/or SERVICES to be provided by CONTRACTOR.
- 1.20** **“PURCHASE PRICE”** means the price, rental payment or other fee or charge payable by TURAN to CONTRACTOR in respect of the provision of the GOODS and/or SERVICES as stated in or calculated in accordance with the ORDER or, in the absence of which, the prevailing market price, rental payment or other fee or charge for such GOODS and/or SERVICES as established by TURAN acting reasonably and in good faith.
- 1.21** **“SERVICES”** means work CONTRACTOR is required to carry out in accordance with the CONTRACT (including the rental of any GOODS), including the provision of all materials, services and equipment to be rendered in accordance with the CONTRACT.
- 1.22** **“SPECIAL CONDITIONS”** means any special conditions which TURAN expressly and unambiguously agrees in writing shall apply to the CONTRACT.
- 1.23** **“SUBCONTRACT”** means any contract between CONTRACTOR and any party (other than any contract with any member of TURAN GROUP or any employees (including agency personnel) of CONTRACTOR) for the performance of any part of the SERVICES.
- 1.24** **“SUBCONTRACTOR”** means any party (other than CONTRACTOR) to a SUBCONTRACT.
- 1.25** **“THIRD PARTY”** shall mean any party which is not a member of CLIENT GROUP, CONTRACTOR GROUP or TURAN GROUP.
- 1.26** **“VAT”** means value added tax or any similar sales tax or duty applicable in any jurisdiction.
- 1.27** **“WILFUL MISCONDUCT”** means any deliberate act or failure to act which causes harmful consequences or which was in reckless disregard of the harm that could be occasioned thereby.

2. Interpretation

- 2.1** All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language unless the relevant business of TURAN in connection with which the GOODS and/or SERVICES are being supplied elects to work wholly or partially in another language.

Nevertheless, if for any reason it is considered necessary by TURAN to give an instruction to CONTRACTOR orally, CONTRACTOR shall comply with such instruction.

- 2.2 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 2.3 Unless the context otherwise requires, (i) words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa and (ii) the words “include”, “including” and “includes” shall be deemed to be followed by the words “without limitation”.
- 2.4 If there is any inconsistency, ambiguity or discrepancy contained within this CONTRACT, TURAN, acting reasonably, shall resolve any ambiguity.

3. Invalidity and Severability

- 3.1 If any provision of the CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. TURAN shall direct a substitute, for any such invalid or unenforceable provision, a valid or enforceable provision which, in the reasonable opinion of TURAN, achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

4. The Contract

- 4.1 CONTRACTOR shall supply the GOODS and/or SERVICES to TURAN strictly in terms of the CONTRACT and, in such event and to the extent required by the CONTRACT, TURAN shall pay to CONTRACTOR the PURCHASE PRICE.
- 4.2 The CONTRACT between TURAN and CONTRACTOR expressly incorporates the TURAN SUPPLIER TERMS AND CONDITIONS (except to the extent amended by any SPECIAL CONDITIONS) to the exclusion of any other terms and conditions including, without limitation, any purported terms and conditions of CONTRACTOR and any terms and conditions which are implied by trade, custom, practice or course of dealing. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce 2020 (“INCOTERMS® 2020”) or any updating thereof are excluded unless otherwise expressly so provided in the PURCHASE ORDER.
- 4.3 CONTRACTOR warrants that it has read and understood the TURAN SUPPLIER TERMS AND CONDITIONS (as amended by any SPECIAL CONDITIONS), has had ample opportunity to negotiate and propose changes to the CONTRACT and has taken such independent legal advice as CONTRACTOR considers appropriate.
- 4.4 This CONTRACT constitutes the entire agreement between the PARTIES hereto with respect to the GOODS and/or SERVICES. Notwithstanding the foregoing, CONTRACTOR acknowledges that, in agreeing to contract for the provision of the GOODS and/or SERVICES, TURAN has relied upon the completeness and accuracy of any marketing or any information of whatsoever nature supplied by or on behalf of CONTRACTOR in respect thereof, including any such information supplied prior to the EFFECTIVE DATE.
- 4.5 No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the PARTIES.

5. Delivery

- 5.1 CONTRACTOR will deliver or make the GOODS available to TURAN at the place specified in the CONTRACT or otherwise requested by TURAN strictly on the DELIVERY DATE.
- 5.2 CONTRACTOR shall carry out the SERVICES in accordance with the timescales specified by TURAN in the CONTRACT or, failing such specification, promptly, using, in either case, best endeavours to ensure that the performance and completion of the SERVICES are not delayed or impeded. In any event, CONTRACTOR shall ensure that the provision of the SERVICES is completed and in all respects accords with the CONTRACT strictly by the DELIVERY DATE.
- 5.3 Notwithstanding any provision to the contrary, time of delivery and performance by CONTRACTOR under CONTRACT is of the essence.
- 5.4 In the event that CONTRACTOR is unable to deliver the GOODS on or complete provision of the SERVICES strictly by the DELIVERY DATE, CONTRACTOR shall notify TURAN at the earliest possible opportunity. Without prejudice to TURAN's right to insist upon strict performance with CONTRACTOR's obligations under the CONTRACT, TURAN and CONTRACTOR may endeavour to agree a mutually acceptable revised time scale. However, in the event that TURAN and CONTRACTOR cannot agree, TURAN shall, without prejudice to any other right or remedy available to TURAN under contract or at law, have the right, at TURAN's sole discretion, to terminate the CONTRACT. CONTRACTOR shall defend, indemnify and hold harmless TURAN GROUP and CLIENT GROUP in respect of all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising as a result of or in connection with any failure or delay in providing the GOODS and/or SERVICES.

6. Acceptance

- 6.1 The ACCEPTANCE DATE shall be the date when a duly authorised employee or representative of TURAN accepts in writing the GOODS and/or the SERVICES performed, delivered or collected or, if earlier, the date on which the GOODS and/or the results of the SERVICES are first used by or with the permission of TURAN. TURAN may decline to accept GOODS and/or SERVICES where such GOODS and/or the SERVICES are defective or damaged in any way or otherwise fail to comply with the CONTRACT in all respects, including without limit Clause 16 (Warranty). Such acceptance shall not relieve CONTRACTOR of its responsibilities under the CONTRACT and shall be without prejudice to any other right or remedy available to TURAN under contract or at law.
- 6.2 In the event that a defect in or damage to the GOODS and/or the SERVICES, or any breach of the CONTRACT is identified by TURAN at any time, TURAN may, at its sole discretion and without prejudice to any other right or remedy available to TURAN under contract or at law, reject the GOODS and/or the SERVICES, if and until such time as such defect, damage or breach is remedied by CONTRACTOR in accordance with Clause 19 (Examination and Defects Correction) and/or seek refund of such part of the PURCHASE PRICE as TURAN considers appropriate.

7. Inclusive Price

- 7.1 The PURCHASE PRICE, unless expressly agreed by TURAN in writing, includes VAT and all other taxes, duties or other charges as applicable now or in the future, and is not subject to change throughout the term of the CONTRACT.

8. Access

- 8.1 CONTRACTOR will procure that TURAN may at the relevant CONTRACTOR GROUP premises, expedite, inspect and test the GOODS during manufacture and/or to expedite, inspect and test provision of the SERVICES on reasonable prior notice. Any expediting, inspection, testing or any

failure to do so shall in no way relieve CONTRACTOR of its obligations as specified in the CONTRACT.

9. Packing

- 9.1 CONTRACTOR shall ensure that the GOODS are properly packed and secured in such a manner as to enable them to reach their destination in first class condition.
- 9.2 Without prejudice to Clause 9.1 above, CONTRACTOR will adhere to and comply with all instructions given by TURAN relating to packing, labelling and/or handling and shall comply with good industry practice and all applicable laws in the place of manufacture and the place to which the GOODS will be supplied.

10. Documentation

- 10.1 CONTRACTOR will provide to TURAN, within the timetable specified by TURAN, all drawings, certificates or other documentation in the specified format and quantities, in each case as detailed in the CONTRACT or reasonably required to comply with good industry practice and all applicable laws in the place of manufacture and the place to which the GOODS and/or SERVICES will be supplied.

11. Hazardous Materials

- 11.1 To the extent the GOODS and/or SERVICES provided by CONTRACTOR under the CONTRACT contain toxic, corrosive or hazardous materials, CONTRACTOR will ensure that the GOODS and/or SERVICES comply with the requirements of good industry practice and all applicable laws and that a notice accompanies each consignment, together with appropriate care and handling instructions. The GOODS and/or SERVICES, supplied under the CONTRACT, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by CONTRACTOR at CONTRACTOR's sole risk and expense. The title and risk of such contaminated GOODS and/or SERVICES, will remain with CONTRACTOR.

12. Spares

- 12.1 CONTRACTOR shall give prompt and sufficient notice to TURAN of its intention to cease supply of component parts or replacements to enable TURAN to purchase such component parts or replacements.

13. Title and Risk

- 13.1 TURAN will be responsible for risk of loss or damage to the GOODS and/or SERVICES with effect from the ACCEPTANCE DATE of the GOODS and/or SERVICES, except that in the case of rental of any GOODS to TURAN, the risk of loss or damage to those GOODS shall always remain with CONTRACTOR.
- 13.2 Title in and to the GOODS and/or SERVICES shall pass from CONTRACTOR to TURAN on the earlier of (i) payment or part payment or (ii) the ACCEPTANCE DATE, except where the GOODS are rented from CONTRACTOR in which case title will not pass to TURAN.

14. Contractor's General Obligations

- 14.1 CONTRACTOR shall provide the SERVICES, including but not limited to all management, supervision, personnel, materials and equipment (except materials and equipment specified to be provided by TURAN), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the CONTRACT.

- 14.2 CONTRACTOR shall comply with and strictly adhere to TURAN's instructions and directions on all matters relating to the SERVICES except to the extent that compliance with such instructions or directions is legally or physically impossible or creates a hazard to safety.
- 14.3 TURAN reserves the right to enter into other contracts associated with the SERVICES. CONTRACTOR shall afford TURAN and other contractors of TURAN reasonable access and opportunity to permit performance of their work or contracts and shall co-operate fully with such parties.
- 14.4 CONTRACTOR shall be responsible for the programming of the SERVICES.

15. Contractor to Inform Itself

- 15.1 CONTRACTOR shall be deemed to have satisfied itself, before entering into the CONTRACT, as to the extent and nature of the GOODS and/or SERVICES including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the supply of the GOODS and/or SERVICES, the correctness and sufficiency of the PURCHASE PRICE, general and local conditions, any direct or indirect taxes payable by any member of CONTRACTOR GROUP or customs, withholding tax or other duties or levies chargeable on the GOODS or SERVICES and all other matters which could affect progress of performance of the supply of the GOODS and/or SERVICES.
- 15.2 Any failure by CONTRACTOR to take account of matters which affect the supply of the GOODS and/or SERVICES will not relieve CONTRACTOR from its obligations under the CONTRACT.

16. Warranty

- 16.1 CONTRACTOR irrevocably represents, warrants and guarantees that the GOODS and/or SERVICES and/or any materials and equipment or spares provided in connection therewith will be free from any claims of any nature, free from any defects, fit for their purpose, be new, and of first class quality, be in accordance with best industry practice and be provided strictly in accordance with the CONTRACT.
- 16.2 CONTRACTOR shall ensure that the provisions of this Clause 16 are contained in any SUBCONTRACT.

17. Assignment and Subcontracting

17.1 Assignment

- (a) TURAN shall be entitled to sub-contract, assign, or transfer the CONTRACT or any part of its respective rights or obligations under the CONTRACT to any other party.
- (b) CONTRACTOR shall assign neither the CONTRACT nor any part of it nor any benefit or interest in or under it without the prior written approval of TURAN.

17.2 Subcontracting

- (a) CONTRACTOR shall not subcontract all or any part of the CONTRACT without the prior written consent of TURAN.
- (b) No SUBCONTRACT shall bind or purport to bind TURAN or its joint venture partners (if any) or the CLIENT. Nevertheless, CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of the CONTRACT in so far as they apply to the SUBCONTRACT.

Each SUBCONTRACT shall expressly provide for CONTRACTOR's unconditional right of assignment of the SUBCONTRACT to TURAN in the event that TURAN terminates the CONTRACT and wishes to have the SUBCONTRACT survive termination and be assigned to it.

- (c) CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they were work, acts, omissions or defaults of CONTRACTOR.
- (d) CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless TURAN GROUP and CLIENT GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect of any claims brought by its SUBCONTRACTORS directly against any member of TURAN GROUP and CLIENT GROUP.

18. Contractor Personnel

- 18.1 CONTRACTOR undertakes to provide sufficient personnel at all times to ensure performance and completion of the supply of the GOODS and/or SERVICES in accordance with the provisions of the CONTRACT.
- 18.2 All personnel employed or supplied by CONTRACTOR for the supply of the GOODS and/or SERVICES shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice. CONTRACTOR shall verify all relevant qualifications of such personnel.
- 18.3 Where key personnel of CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of TURAN. Any replacement shall work with the person to be replaced for a reasonable handover period.
- 18.4 CONTRACTOR shall ensure that such key personnel and supervisory personnel of CONTRACTOR and SUBCONTRACTORS shall read, write and speak fluent English or such other language as TURAN may reasonably require.
- 18.5 CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and, save in so far as the CONTRACT otherwise provides, for their payment and onshore transport, housing, maintenance and board and lodging.
- 18.6 CONTRACTOR shall be responsible for any work performed by any agency personnel and by any other person provided by CONTRACTOR in connection with the supply of the GOODS and/or SERVICES as if same were supplied by the employees of CONTRACTOR.
- 18.7 CONTRACTOR shall ensure that all employees of CONTRACTOR and any SUBCONTRACTOR engaged in the supply of the GOODS and/or SERVICES comply with applicable laws including without limitation immigration laws and where required are in possession of a valid work permit for the duration of the CONTRACT and comply with any applicable visa registrations and all other applicable rules and regulations applicable to the presence of such employees in any relevant jurisdiction. When requested details of such work permits shall be submitted to TURAN prior to the employee being engaged.
- 18.8 TURAN may instruct CONTRACTOR to remove from the worksite any person engaged who in the opinion of TURAN is:
 - (a) incompetent or negligent in the performance of his duties; or
 - (b) engaged in activities which are contrary or detrimental to the interests of TURAN; or
 - (c) not conforming with relevant safety procedures described in Section V – Health, Safety and Environment or persists in any conduct likely to be prejudicial to safety, health and environment;

or where requested by CLIENT for any reason.

Any such person shall be removed forthwith from the worksite at CONTRACTOR's cost. Any person removed for any of the above reasons shall not be engaged again in any work for any member TURAN GROUP without the prior approval of TURAN.

CONTRACTOR shall provide a suitable replacement for any such person at CONTRACTOR's cost within twenty four (24) hours or such longer time as may be agreed by TURAN.

- 18.9 CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless TURAN GROUP and CLIENT GROUP (in each case on demand) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect to the cessation of employment or engagement of any CONTRACTOR PERSONNEL for any reason whatsoever.

19. Examination and Defects Correction

Examination

- 19.1 In order to confirm that the requirements of the CONTRACT are met TURAN shall have the right but not the obligation, at any time to examine the GOODS and/or SERVICES and all documentation and packaging relating thereto, and to reject any GOODS and/or SERVICES which do not strictly comply with the requirements of the CONTRACT.
- 19.2 Neither failure on the part of TURAN or others to inspect the GOODS and/or SERVICES or witness or test or to discover defects nor failure to reject GOODS and/or SERVICES performed which is not in accordance with the CONTRACT shall relieve CONTRACTOR from any liability or obligation under the CONTRACT or arising otherwise at law.

Defects Correction

- 19.3 If TURAN notifies CONTRACTOR of any breach of this CONTRACT, without prejudice to any other right or remedy of TURAN, CONTRACTOR will (promptly and at its own expense) repair, replace or rectify any of the GOODS (or any replacement) or re-perform the SERVICES. CONTRACTOR's obligation to remedy such breach so notified by TURAN in respect of Clause 16 (Warranty) shall cease twenty-four (24) months from the ACCEPTANCE DATE. Title and risk in the GOODS, or any part thereof, which do not comply with the requirements of the CONTRACT and which are rejected by TURAN shall, to the extent that title thereto has previously vested in TURAN, re-vest in CONTRACTOR on return to CONTRACTOR.
- 19.4 In the event that any of the GOODS are repaired, replaced or rectified and/or the SERVICES are re-performed, rectified or replaced by CONTRACTOR under the provisions of this Clause 19, the foregoing warranty and obligation to correct any defects in response to a claim for breach of warranty shall apply in respect of such GOODS and/or SERVICES for twenty-four (24) months from the ACCEPTANCE DATE of the GOODS and/or SERVICES which are repaired or replaced.
- 19.5 TURAN may decide that the carrying out by CONTRACTOR of work necessary to correct a breach of the CONTRACT. In such cases, TURAN may undertake CONTRACTOR's responsibilities described above either itself or by using a replacement contractor chosen by TURAN. TURAN shall notify CONTRACTOR in such cases and shall be entitled to recover from CONTRACTOR all additional costs incurred by TURAN as a direct result of carrying out such responsibilities.

20. Variations

- 20.1 TURAN shall be entitled to make variations to any aspect of the CONTRACT upon written notice to CONTRACTOR and CONTRACTOR will commence implementation of the variation upon receipt of

such written notice. If such a variation causes a change in the cost to CONTRACTOR for performing the CONTRACT or a change to the delivery schedule, CONTRACTOR will have fourteen (14) days from receipt of written notice to submit a reasonable claim for adjustment to the price or delivery schedule hereunder. Such adjustment shall be subject to the formal written agreement of TURAN. CONTRACTOR will be deemed to have waived any right to such adjustment if such a claim is not received by TURAN within fourteen (14) days.

21. Force Majeure

21.1 Neither TURAN nor CONTRACTOR shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which has been notified in accordance with this Clause 21 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.

21.2 For the purposes of the CONTRACT only the following occurrences shall be force majeure ('force majeure occurrence'):

(a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, military coup, rebellion, revolution, insurrection of military or usurped power;

(b) Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(d) Earthquake, flood, fire, explosion, volcanic ash and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;

(e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY its sub-contractors or its suppliers and which affect a substantial or essential portion of the GOODS and/or SERVICES;

(f) Maritime or aviation disasters;

(g) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law.

21.3 Save as otherwise expressly provided in this CONTRACT, no payment of whatever nature shall be made in respect of or during a force majeure occurrence. If any force majeure occurrence delaying either PARTY lasts more than thirty (30) days, TURAN may terminate the CONTRACT without penalty or further liability to CONTRACTOR and with immediate effect by written notice to CONTRACTOR.

22. Suspension

22.1 TURAN shall have the right, by notice to CONTRACTOR, to suspend the delivery of GOODS and/or SERVICES or any part thereof to the extent detailed in the notice, for any of the following reasons:

(a) in the event of some default on the part of CONTRACTOR or any SUBCONTRACTOR; or

(b) in the event that suspension is necessary for the proper execution or safety of the delivery of GOODS and/or performance of SERVICES or persons; or

(c) to suit the convenience of TURAN.

22.2 Upon receipt of such notice, CONTRACTOR shall, unless instructed otherwise;

(a) suspend the delivery of the GOODS or part of the GOODS or discontinue the SERVICES or part of the SERVICES detailed in the notice, on the date and to the extent specified, and

(b) properly protect and secure the GOODS and/or SERVICES as required by TURAN.

22.3 Unless the suspension arises as a result of default on the part of CONTRACTOR or SUBCONTRACTOR (in which case no additional sums will be payable to CONTRACTOR during the period of suspension), and in the event such a suspension causes a change in the cost to CONTRACTOR for performing the CONTRACT, CONTRACTOR will have fourteen (14) days from the commencement of the suspension to submit a claim to TURAN for adjustment to the price hereunder (which clearly identifies how the suspension has caused an increase in the costs incurred by CONTRACTOR in performing the CONTRACT). TURAN shall have complete discretion to determine the claims for price adjustment which are made by CONTRACTOR as TURAN at its sole discretion deems appropriate. CONTRACTOR will be deemed to have waived any right to such adjustment if such a claim is not received by TURAN within fourteen (14) days of the commencement of the suspension.

22.4 If suspension results from default on the part of CONTRACTOR or SUBCONTRACTOR, any additional costs reasonably incurred by TURAN as a direct result shall be recoverable on demand by TURAN from CONTRACTOR.

22.5 TURAN may, by further notice, instruct CONTRACTOR to resume the delivery of the GOODS and/or performance of the SERVICES to the extent specified.

22.6 In the event of any suspension, TURAN and CONTRACTOR shall meet as required by TURAN with a view to agreeing a mutually acceptable course of action during the suspension.

23. Terms of Payment

23.1 For the performance and completion of the SERVICES, TURAN will pay for the GOODS and/or the SERVICES against CONTRACTOR's correctly prepared invoice, including a valid VAT invoice, where applicable, in the amounts specified in the CONTRACT within forty-five (45) days of receipt of CONTRACTOR's invoice, the receipt not being earlier than the ACCEPTANCE DATE unless otherwise stated in the CONTRACT.

23.2 TURAN shall be entitled to specify a date following the delivery of the GOODS or performance of the SERVICES after which no more invoices shall be submitted by CONTRACTOR and received by TURAN. In such event, no payments may be made in respect of invoices received by TURAN after that date. Nevertheless, TURAN may, at its sole discretion, make payment against any such invoice.

23.3 If TURAN disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, TURAN shall notify CONTRACTOR of the reasons and request CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note, TURAN shall be obliged to pay the undisputed part of a disputed invoice.

23.4 On settlement of any dispute, CONTRACTOR shall submit an invoice for sums due and upon receipt of correct invoice TURAN shall make the appropriate payment within forty-five (45) days of receipt thereof.

23.5 Without prejudice to any other right or remedy of TURAN, TURAN reserves the right to deduct, withhold or set off any amount owed to any member of TURAN GROUP at any time by any member of CONTRACTOR GROUP against any amount payable by TURAN to CONTRACTOR under the CONTRACT.

23.6 Payments by TURAN to CONTRACTOR shall only be made by transfer to a bank account of CONTRACTOR, details of which shall be given to TURAN in writing. Such notification shall be deemed to constitute a representation and warranty that the bank account so notified is owned and controlled solely by CONTRACTOR and no person other than CONTRACTOR has ownership of or interest in such account.

24. Taxes and Customs Procedures

Taxes and Tax Exemption Certificates

24.1 CONTRACTOR shall except as may otherwise be provided in Section III – Remuneration, be responsible for:

- (a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which CONTRACTOR is liable as imposed by any appropriate governmental authority or any other organization whose decrees have the force of law (hereinafter in this Clause 24 and in Clause 30 and Clause 32 referred to as “governmental authority”) whether of the Republic of Azerbaijan or elsewhere, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by CONTRACTOR; and
- (b) the payment of all taxes, duties, levies and charges and contributions (and any interest or penalties thereon) including but not limited to income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which CONTRACTOR is liable, whether arising in the Republic of Azerbaijan, its territorial waters, its continental shelf or elsewhere, now or hereafter levied or imposed by any appropriate governmental authority whether of the Republic of Azerbaijan or elsewhere, arising from this CONTRACT; and
- (c) compliance with all statutory obligations to make deductions on account of tax and remit the required amounts to any appropriate governmental authority whether of the Republic of Azerbaijan or elsewhere, including, but not limited to income tax, PAYE, national insurance, employee taxes, charges, state social insurance contributions, social security costs, unemployment insurance, levies and contributions whether or not they are measured by the wages, salaries or other remuneration or benefits paid to persons employed by CONTRACTOR, or persons providing services in connection with the CONTRACT to CONTRACTOR, and the imposition of a similar obligation upon all SUBCONTRACTORS or any other persons employed by them or providing services to them in connection with the CONTRACT; and
- (d) ensuring that any SUBCONTRACTOR or any other person employed, or providing services on or in connection with the CONTRACT shall comply with this Clause.

24.2 Notwithstanding anything else herein contained and taking into account the laws of the country where the GOODS are being provided and/or SERVICES is being performed, CONTRACTOR agrees that it shall be responsible for payment of all taxes properly payable by it, including but not limited to withholding taxes and CONTRACTOR further acknowledges that TURAN may, if statutorily obligated, remit payment of such taxes directly to the applicable taxing authority for the payment due to CONTRACTOR. TURAN shall if so required provide to CONTRACTOR receipts of such payments in the name of CONTRACTOR within such period as may be reasonable in the circumstances, of such payments being made to the applicable taxing authority.

- 24.3 CONTRACTOR shall supply to TURAN all such information, in connection with activities under the CONTRACT, as is necessary to enable TURAN to comply with the lawful demands for such information by any appropriate governmental authority whether of the Republic of Azerbaijan or elsewhere.
- 24.4 CONTRACTOR shall save, indemnify, defend and hold harmless TURAN GROUP against all levies, charges, contributions and taxes of the type referred to in this Clause and any interest or penalty thereon which may be assessed, by any appropriate governmental authority whether of the Republic of Azerbaijan or elsewhere, on CONTRACTOR GROUP, in connection with the CONTRACT and from all costs reasonably incurred in connection therewith.
- 24.5 If TURAN receives a notice requiring it to pay any levies, charges, contributions or taxes of the types referred to in this Clause and/or any interest or penalty thereon whether with respect to CONTRACTOR, any SUBCONTRACTOR, their respective AFFILIATES or any other person employed by CONTRACTOR or any SUBCONTRACTOR or providing any services to CONTRACTOR or any SUBCONTRACTOR on or in connection with the CONTRACT, TURAN shall forthwith notify CONTRACTOR who shall work with TURAN to make all reasonable endeavours to make any valid appeal against such payment. If TURAN is ultimately required to make such payment, TURAN may recover from CONTRACTOR any such sums and all costs reasonably incurred in connection therewith and CONTRACTOR shall, within fourteen (14) days of receiving written notice from TURAN, pay to TURAN any such sum or TURAN shall be entitled to deduct such sums from any monies due, or which may become due, to CONTRACTOR.
- 24.6 TURAN shall save, indemnify, defend and hold harmless CONTRACTOR against all levies, charges, contributions and taxes of the type referred to in this Clause and any interest or penalty thereon which may be assessed, by any appropriate governmental authority whether of the Republic of Azerbaijan or elsewhere, on TURAN in connection with the CONTRACT and from all costs incurred in connection therewith, other than those taxes and other matters referred to above which the provisions of this Clause allow TURAN to recover from CONTRACTOR.

Customs Procedures

- 24.7 CONTRACTOR shall be wholly responsible for and shall pay and make payment at such times when due and payable, all import/export taxes and duties on GOODS, materials, tools, equipment and supplies required for the proper performance of its obligations under the CONTRACT. CONTRACTOR will be responsible for ensuring that it holds the necessary import/export licenses issued by the relevant authorities prior to the commencement of the SERVICES or delivery of the GOODS.
- 24.8 Where GOODS are sold to TURAN under the CONTRACT, CONTRACTOR shall prepare and provide to TURAN full documentation to show and certify all information regarding items subject to customs control, including the origin, customs status and customs commodity code number as may be necessary for TURAN to minimise or nullify the effect of customs duty on such GOODS and make available on a confidential basis to the local customs authorities all data reasonably necessary to enable CONTRACTOR to obtain the maximum benefits in terms of reliefs and shall pass all such benefits in full to TURAN.
- 24.9 CONTRACTOR who is in possession of GOODS, materials, tools, equipment or supplies subject to customs control at any given time shall be accountable and liable for compliance in respect to customs regulations and procedures and shall save, indemnify, defend and hold harmless TURAN GROUP and CLIENT GROUP (in each case on demand) from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature (including but not limited to any levies, charges, fines, taxes, or penalties which may be assessed by any governmental authority) for, or arising out of, any failure of CONTRACTOR or member of CONTRACTOR GROUP to comply with such customs regulations and procedures arising out of or in connection with the CONTRACT.

25. Termination

25.1 TURAN shall have the right by giving notice to terminate all or any part of the CONTRACT at such time or times as TURAN may, at its sole discretion, consider necessary for any or all of the following reasons:

- (a) To suit the convenience of TURAN; or
- (b) In accordance with Clause 21 (Force Majeure); or
- (c) In accordance with Clause 5 (Delivery); or
- (d) In accordance with Clause 35 (Compliance with Laws, Business Ethics and Anti-bribery) ; or
- (e) Subject only to Clause 25.2, in the event of any default on the part of CONTRACTOR or any SUBCONTRACTOR; or
- (f) In the event of CONTRACTOR becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of CONTRACTOR is made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up is passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking is appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under any applicable law in any jurisdiction.

25.2 In the event of default on the part of CONTRACTOR or any SUBCONTRACTOR and before the issue by TURAN of an order of termination of all or any part of the CONTRACT, TURAN shall give notice of default to CONTRACTOR giving the details of such default. If CONTRACTOR, upon receipt of such notice, does not promptly remedy such default to the satisfaction of TURAN, TURAN may issue a notice of termination in accordance with the provisions of Clause 25.1.

25.3 If the CONTRACT is terminated in accordance with Clause 25.1 or 25.2, the only remaining commitment for TURAN will be for TURAN to pay for GOODS and/or SERVICES delivered by CONTRACTOR by the effective date of termination, accepted by TURAN, and which comply in all respects with the CONTRACT.

25.4 Following termination or expiration of the CONTRACT, the following provisions shall survive the expiration and/or termination and shall remain in full force and effect; 5 (Delivery), 10 (Documentation), 16 (Warranty), 19 (Defects Correction), 24 (Customs Procedures), 27 (Indemnities Arrangements), 28 (Consequential Loss), 29 (Insurance), 30 (Confidentiality), 31 (Data Protection), 35 (Compliance with Laws, Business Ethics and Anti-bribery), 39 (Governing Law and Language) and 40 (Dispute Resolution). All obligations and liabilities both PARTIES acquire under these provisions shall still apply following termination and/or expiration.

26. Intellectual Property Rights

26.1 Where any Intellectual Property Right results from:

- (a) developments by CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of CONTRACTOR GROUP at the date of the CONTRACT or otherwise produced outside of the CONTRACT and which don't belong to TURAN or any member of TURAN GROUP; or

(b) enhancements of or in the existing intellectual property rights of CONTRACTOR GROUP, such rights shall vest in CONTRACTOR or another company within CONTRACTOR GROUP as the case may be.

26.2 Where any Intellectual Property Right results from:

(a) developments by TURAN GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of TURAN GROUP at the date of the CONTRACT or otherwise produced outside of the CONTRACT; or

(b) enhancements of or in the existing intellectual property rights of TURAN GROUP, such rights shall vest in TURAN, its AFFILIATES or co-venturers as the case may be.

26.3 Except as provided in Clause 26.1 and Clause 26.2, where any Intellectual Property Right arises out of the SERVICES and is invented during the term of the CONTRACT, such rights shall vest in TURAN.

26.4 CONTRACTOR warrants to TURAN that the GOODS and/or SERVICES may be freely used by TURAN GROUP and each CLIENT GROUP without infringing any INTELLECTUAL PROPERTY RIGHTS of CONTRACTOR or any other person or entity.

26.5 CONTRACTOR shall save, indemnify, defend and hold harmless TURAN GROUP and each CLIENT GROUP (in each case on demand) from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any infringement or alleged infringement of any INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the performance of the obligations of CONTRACTOR under the CONTRACT or use by any member of TURAN GROUP or any CLIENT GROUP of the GOODS and/or SERVICES.

27. Indemnity Arrangements

27.1 CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless TURAN GROUP and CLIENT GROUP (in each case on demand) from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect of:

(a) loss of or damage to property of CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(b) personal injury including but not limited to death or disease to any member of CONTRACTOR GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(c) subject to Clause 27.2(a) and 27.2(b) below, any pollution or contamination which (i) emanates from any property of CONTRACTOR GROUP and/or (ii) relates to any substance in the care, custody and control of CONTRACTOR GROUP; and

(d) subject to any other express provisions of the CONTRACT, personal injury including but not limited to 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 GROUP.

27.2 TURAN shall be responsible for and shall save, indemnify, defend and hold harmless CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred or arising in respect of:

(a) loss of or damage to property of TURAN GROUP whether owned, hired, or leased or otherwise obtained under arrangements with financial institutions by TURAN GROUP (but excluding any property owned, hired or leased by any member of TURAN GROUP from any member of CONTRACTOR GROUP) arising from, relating to or in connection with the performance or non-performance of the CONTRACT, but excluding (i) any of the foregoing in the care, custody or control of any member of CONTRACTOR GROUP and (ii) the GOODS and/or materials, tools, equipment or supplies associated with the SERVICES prior to the relevant ACCEPTANCE DATE or otherwise prior to the transfer of risk to TURAN; and

(b) personal injury including but not limited to death or disease to any member of TURAN GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT; and

(c) subject to any other express provisions of the CONTRACT, personal injury including but not limited to 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 TURAN GROUP.

27.3 Unless otherwise expressly provided for in the CONTRACT, exclusions, liabilities and indemnities given under the CONTRACT shall apply irrespective of cause and notwithstanding the negligence, breach of duty (statutory or otherwise) or other failure of any nature of the indemnified PARTY and shall apply irrespective of any claim in tort, contract or otherwise at law. All indemnities under the CONTRACT shall be full and primary and shall be fully enforceable irrespective of any separate right of indemnity or contribution from any party unless otherwise provided for herein. Notwithstanding the above, the liabilities, exclusions and indemnities given under the CONTRACT shall not apply in case of GROSS NEGLIGENCE or WILFUL MISCONDUCT of CONTRACTOR GROUP.

27.4 If either PARTY becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident.

27.5 Each PARTY expressly agrees that the indemnities set out in this Clause 27 do not extend to criminal sanctions, fines or penalties imposed upon it, arising from, relating to or in connection with the performance of the CONTRACT.

28. Consequential Loss

28.1 For the purposes of this Clause the expression "Consequential Loss" shall mean all consequential or indirect loss or damage under applicable law including such loss relating to loss of production, loss of profit and loss of revenue.

28.2 Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed liquidated damages provided for in the CONTRACT, TURAN shall save, indemnify, defend and hold harmless CONTRACTOR GROUP from TURAN GROUP's own Consequential Loss and CONTRACTOR shall save, indemnify, defend and hold harmless TURAN GROUP and any CLIENT GROUP from CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

29. Insurance

29.1 CONTRACTOR shall arrange as a minimum the insurances set out in this Clause and ensure that they are in full force and effect throughout the life of the CONTRACT. All such insurances shall be placed with reputable and substantial insurers and shall for all insurances (including insurances provided by any SUBCONTRACTORS), other than Employers' Liability Insurance and/or Workmen's Compensation, to the extent of the liabilities assumed by CONTRACTOR under the CONTRACT, include TURAN, CLIENT, any joint venture partners and its and their respective AFFILIATES as

additional assureds. All insurances required under this Clause shall be endorsed to provide that underwriters waive all rights of recourse, including in particular subrogation against TURAN, CLIENTS, any joint venture partners, and its and their respective AFFILIATES in relation to the CONTRACT to the extent of the liabilities assumed by CONTRACTOR under the CONTRACT. Such insurances shall also, where possible, provide that TURAN shall be given not less than thirty (30) days' notice of cancellation of or material change to cover. The provisions of this Clause shall in no way limit the liability of CONTRACTOR under the CONTRACT.

29.2 The insurances required to be effected under Clause 29.1 shall be as follows (to the extent they are relevant to the scope of the CONTRACT):

- (a) Employers' Liability and/or Workmen's Compensation and/or other social insurance required by law covering personal injury to or death of the employees of CONTRACTOR engaged in the performances of the SERVICES and/or delivery of the GOODS to the minimum value required by any applicable legislation;
- (b) General Third Party Liability insurance for any incident or series of incidents covering the operations of CONTRACTOR in the performance of the CONTRACT with a minimum amount of £10,000,000 in the UK or \$5,000,000 (USD) worldwide, unless applicable legislation dictates otherwise and TURAN has agreed to the alternative amount, which will be specified in the relevant PURCHASE ORDER or CONTRACT (form of agreement);
- (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;
- (d) Such further insurances (if any) as required by TURAN.

29.3 CONTRACTOR shall supply TURAN with evidence of such insurances on demand.

29.4 CONTRACTOR shall ensure any of its SUBCONTRACTORS are insured to the appropriate levels as may be relevant to their work.

30. Confidentiality

30.1 For the purposes of this Clause, the following definitions shall apply:

- (a) "CONFIDENTIAL INFORMATION" means all information disclosed under or in connection with this CONTRACT (including but not limited to any CLIENT information).
- (b) "DISCLOSING PARTY" means either CONTRACTOR or TURAN, as applicable, who discloses CONFIDENTIAL INFORMATION under this Clause 30.
- (c) "RECEIVING PARTY" means either CONTRACTOR or TURAN, as applicable, who receives CONFIDENTIAL INFORMATION under this Clause 30 from DISCLOSING PARTY.

30.2 Both TURAN and CONTRACTOR agree that all CONFIDENTIAL INFORMATION, except information in the public domain or lawfully in possession of the RECEIVING PARTY prior to the EFFECTIVE DATE, shall be considered confidential and shall not be disclosed to any other person or entity without the prior written consent of the DISCLOSING PARTY. This obligation of confidentiality shall remain in force for a period of five (5) years following the completion or earlier termination of the CONTRACT. Notwithstanding the foregoing, confidential information may be disclosed by the RECEIVING PARTY without consent and without violating the obligations contained in this Clause 30 in the following circumstances:

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- (a) to an AFFILIATE of the RECEIVING PARTY provided the AFFILIATE is bound to the provisions of this Clause 30 and the RECEIVING PARTY remains liable and accepts liability for the violation of an AFFILIATE of this Clause 30;
- (b) to a governmental authority, if required to do so, or other entity when expressly required by the CONTRACT;
- (c) to the extent such information is required to be furnished in compliance with the applicable laws and regulations, or pursuant to any legal proceedings or because of any order of any court binding upon the RECEIVING PARTY;
- (d) to legal advisors engaged, or proposed to be engaged, by the RECEIVING PARTY where disclosure of such information is reasonably necessary to such legal advisors' work for the RECEIVING PARTY and such legal advisors are bound by an obligation of confidentiality;
- (e) to contractors and consultants engaged (except those in (d) above), or proposed to be engaged, by the RECEIVING PARTY where disclosure of such information is reasonably necessary to such contractor's or consultant's work for the RECEIVING PARTY;
- (f) to a bank or other financial institution to the extent appropriate to the RECEIVING PARTY arranging for funding;
- (g) to the extent such information must be disclosed pursuant to any rules or requirements of any government or stock exchange having jurisdiction over the RECEIVING PARTY, or one or more of its AFFILIATES;
- (h) to its respective directors, officers and employees, subject to the RECEIVING PARTY taking sufficient precautions to ensure such information is kept confidential;
- (i) to the extent of any information which, through no fault of the RECEIVING PARTY, becomes a part of the public domain.

30.3 Disclosures pursuant to sub-clauses (d), (e), (f) and (g) shall not be made, unless prior to such disclosure the RECEIVING PARTY has obtained a written undertaking from the recipient to keep the CONFIDENTIAL INFORMATION strictly confidential for at least as long as the period set out above and to use the information for the sole purpose described in sub-clauses (d), (e), (f) and (g), whichever is applicable.

31. Data Protection

31.1 The terms "controller", "data subject", "personal data", "personal data breach", "processor" and "processing" shall have the meanings set out in the DP Laws (and "process" and "processed" shall be construed accordingly). "DP Laws" means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time)(whether of the Republic of Azerbaijan or elsewhere) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject.

31.2 TURAN may from time to time disclose to CONTRACTOR such personal data as TURAN considers appropriate for the sole purpose of CONTRACTOR processing such personal data to supply the GOODS and/or SERVICES.

31.3 CONTRACTOR shall comply at all times with the DP Laws and shall not do or refrain from doing anything that would cause any member of TURAN GROUP or CLIENT GROUP to breach any aspect of the DP Laws.

- 31.4 Without prejudice to the generality of Clause 31.3, if and to the extent that CONTRACTOR is acting as a processor on behalf of TURAN, CONTRACTOR shall:
- 31.4.1 act only on the written instructions of TURAN and shall notify TURAN immediately in writing if it: (i) is required by applicable law to act other than in accordance with TURAN's instructions; and/ or (ii) believes that any of TURAN's instructions would infringe the DP Laws;
 - 31.4.2 ensure that each employee or individual contractor, consultant or permitted agent involved in processing the personal data is subject to contractually binding confidentiality obligations that are no less onerous than those set out herein;
 - 31.4.3 take appropriate technical and organisational security measures to ensure the security of personal data processing in accordance with the data security requirements of the DP Laws;
 - 31.4.4 only engage sub-processors with the prior written consent of TURAN and under a written agreement with the sub-processor which includes data protection obligations that are no less onerous than those set out herein;
 - 31.4.5 assist TURAN with: (i) providing subject access and allowing data subjects to exercise their rights under the DP Laws; (ii) meeting its obligations under the DP Laws with regard to the security of processing; (iii) the notification of personal data breaches to the relevant data protection authority and affected data subjects; and (iv) data protection impact assessments (as required by DP Laws);
 - 31.4.6 not without TURAN's prior written consent: (i) disclose personal data to third parties; or (ii) transfer any personal data outside of the jurisdiction within which TURAN is established;
 - 31.4.7 delete or return all personal data to TURAN as requested, unless it is required to retain the personal data by law;
 - 31.4.8 provide TURAN with all information necessary to demonstrate compliance with the obligations set out herein and allow and contribute to audits, including inspections, conducted by TURAN or another auditor mandated by TURAN; and
 - 31.4.9 notify TURAN of any actual, suspected or 'near miss' personal data breach which may have occurred within twenty-four (24) hours upon becoming aware of the same.

32. Notices

- 32.1 All formal notices in respect of the CONTRACT shall be given in writing and delivered by hand, or by courier to the relevant authorities specified in the CONTRACT and copies to such other office(s) of the PARTIES as shall from time to time be nominated by them in writing to the other.
- 32.2 Such notices shall be effective:
- (a) if hand delivered, at the time of delivery; or
 - (b) if sent by courier, forty eight (48) hours after the time of posting.
- 32.3 Subject to any specific administrative instructions agreed between the PARTIES, any standard business correspondence associated with the CONTRACT and/or the GOODS and/or the SERVICES may be sent by email or letter.

33. Audit and Storage of Documents

- 33.1 During the course of performance of the CONTRACT and for a period ending six (6) years after the date of completion or earlier termination of the CONTRACT, or longer as required by applicable law, TURAN or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of CONTRACTOR GROUP's records (howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to:

- (a) All invoiced charges made by CONTRACTOR on TURAN; and
- (b) Any provision of the CONTRACT under which CONTRACTOR has obligations the performance of which is capable of being verified by audit.

33.2 CONTRACTOR shall cooperate fully with TURAN and/or its representatives in the carrying out of any audit required by TURAN. TURAN will conduct an audit in a manner which will keep to a reasonable minimum any inconvenience to CONTRACTOR.

33.3 CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and suppliers and will cause such rights to extend to TURAN.

33.4 The PARTIES shall keep all documents and data (howsoever stored), related to this CONTRACT for a period of not less than six (6) years, or longer as required by applicable law, after the date of completion or earlier termination of the CONTRACT.

34. Liens

34.1 CONTRACTOR shall not claim any lien or attachment on the SERVICES or on any property of TURAN in the possession of CONTRACTOR or at the worksite.

34.2 Without prejudice to any other provisions of this Clause 34, CONTRACTOR shall save, indemnify, defend and hold harmless TURAN from and against all liens or attachments by any SUBCONTRACTORS in connection with or arising out of the CONTRACT.

34.3 CONTRACTOR shall immediately notify TURAN of any possible lien or attachment which may affect the SERVICES or any part thereof.

34.4 If at any time there is evidence of any lien or attachment to which, if established, TURAN or its property might be subjected, whether made by any persons against CONTRACTOR or made by any SUBCONTRACTOR against TURAN, then TURAN shall have the right to withhold and/or set off or otherwise recover from CONTRACTOR such sum of money as will fully indemnify TURAN against any such lien or attachment.

34.5 Before withholding any payment due to CONTRACTOR in accordance with Clause 34.4, TURAN shall give to CONTRACTOR a reasonable opportunity to demonstrate that the purported lien or attachment is either unenforceable or is covered by the provisions of a security to the reasonable satisfaction of TURAN.

34.6 For the purpose of this Clause 34, reference to TURAN shall include the joint venture partners and its and their AFFILIATES and references to CONTRACTOR shall include its AFFILIATES.

35. Compliance with Laws, Business Ethics and Anti-Bribery

35.1 Both PARTIES shall uphold the highest standards of business ethics in the performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.

35.2 Neither PARTY shall knowingly involve itself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other PARTY or the CLIENT.

35.3 (a) CONTRACTOR represents and warrants that it will comply with all applicable laws in respect of the performance of its obligations under the CONTRACT including without limitation all applicable laws and regulations relating to taxation, exchange controls, customs matters, anti-corruption, anti-trust, anti-money laundering, trade sanctions and criminal matters.

Without prejudice to the generality to 35.3(a), CONTRACTOR shall fully comply with the provisions of: (i) 2004 law on combatting corruption (as enacted in the Republic of Azerbaijan and as supplemented and/or amended from time to time) (ii) the Bribery Act 2010 (as enacted in the United Kingdom and as supplemented and/or amended from time to time), (iii) the Foreign Corrupt Practices Act 1977 (as enacted in the United States of America, supplemented and/or amended from time to time), and (iv) all applicable laws of any countries or countries in which any of the obligations of the CONTRACT are to be performed, collectively “Applicable Anti-Bribery Laws”, and CONTRACTOR represents and warrants that it will not do anything which could contravene the Applicable Anti-Bribery Laws or cause TURAN GROUP or CLIENT GROUP to contravene the Applicable Anti-Bribery Laws. Furthermore, CONTRACTOR represents and warrants that it will not receive, make payment of, or offer to make payment of or receive any inducement, improper payment or bribe in relation to the GOODS and/or SERVICES.

(b) TURAN expressly prohibits payment of bribes and also payment of any “facilitation” or “grease” payments in connection with TURAN business operations by any contractor or agent engaged to provide goods or services to TURAN. CONTRACTOR agrees, undertakes and confirms that each member of CONTRACTOR GROUP has not and will not give or receive or authorize to give or receive or promise to give (either directly or indirectly) any money, personal services or any other thing of value (with the exception of customary promotional materials and occasional reasonable business entertainment) to influence, obtain, induce or reward any improper advantage in connection with the award of any contract, including but not limited to this CONTRACT, or any other business transactions involving TURAN and/or its AFFILIATES. CONTRACTOR also undertakes not to engage in any activity which may reasonably be deemed by TURAN to be a corrupt practice. CONTRACTOR represents and warrants that no portion of the money paid to it and no proportion of any other benefit provided to it pursuant to the CONTRACT has been or shall be directly or indirectly granted, paid, offered or promised for the purpose of influencing the award or retention of business from TURAN.

(c) CONTRACTOR shall ensure that neither it nor anyone acting on its behalf, including any third party retained by it to provide services directly or indirectly to TURAN pursuant to the CONTRACT, either directly or indirectly makes, offers, promises or authorises payment of a bribe or an improper payment to any government official in connection with the CONTRACT. For the purposes of this Clause 35, the term “government official” shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or instrumentality thereof, and/or of any government-owned or controlled company, any company or enterprise in which a government owns interest, and/or of any public international organization, or (ii) any close family member of any of the foregoing. This term also includes any person acting in any official, legislative, administrative or judicial capacity for or on behalf of such government or department, agency, instrumentality, company, or public international organization, including without limit, any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel.

(d) CONTRACTOR will promptly report to TURAN if CONTRACTOR becomes aware that any bribe or improper payment has been paid in relation to the GOODS and/or SERVICES or if CONTRACTOR has reasonable grounds to believe that, any such bribe or improper payment has been paid. In such a circumstance, CONTRACTOR shall also cooperate in good faith with any investigations that TURAN GROUP or CLIENT GROUP may seek to initiate in order to determine whether any such bribe or improper payment has been paid.

(e) CONTRACTOR shall maintain internal controls systems that are sufficient to ensure proper authorisation, recording and reporting of all transactions to provide reasonable assurance that violations of the anti-corruption laws of the applicable jurisdiction will be prevented, detected, and deterred.

(f) CONTRACTOR shall have in place, maintain and enforce its own policies and procedures which are designed to ensure, and which are reasonably expected to continue to ensure, compliance with anti-corruption laws and obligations and which are sufficient to enable TURAN to verify CONTRACTOR's compliance with anti-corruption laws and obligations.

(g) CONTRACTOR agrees that all members of CONTRACTOR GROUP shall comply with any codes of conduct issued to CONTRACTOR by TURAN from time to time in relation to anti-corruption matters. CONTRACTOR shall cooperate with TURAN where TURAN requests that CONTRACTOR receives its anti-corruption training.

(h) CONTRACTOR agrees and acknowledges that TURAN, itself or through its duly appointed representatives, shall have the right to inspect and audit any and all books and records of CONTRACTOR relating to CONTRACTOR compliance with its obligations under this Clause 35, and to make copies, at its expense, of any such books and records.

(i) TURAN may withhold any payments which are payable to CONTRACTOR under the CONTRACT and TURAN may also suspend the CONTRACT at any time and without liability if it believes, in good faith, that CONTRACTOR has breached any of the obligations it has undertaken under this Clause 35. The PARTIES agree that if any member of CONTRACTOR GROUP breaches this Clause 35, TURAN shall have the right to terminate the CONTRACT under Clause 25 (Termination).

(j) CONTRACTOR represents and warrants that, except as otherwise disclosed by notice to TURAN, as of the date of signature and for the duration of the CONTRACT, (i) no government official will have a direct or indirect interest in CONTRACTOR or in this CONTRACT, or the proceeds thereof; (ii) none of its directors, officers, employees or other service providers in connection with this CONTRACT is a government official; (iii) it shall notify TURAN promptly and in writing of any change in the foregoing. Additionally, CONTRACTOR represents and warrants that none of its directors, officers or key employees in connection with this CONTRACT have in the last ten years been convicted of any offense involving bribery, corruption, or money laundering, or have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense involving bribery, corruption or money-laundering.

(k) CONTRACTOR further agrees and undertakes that with respect to any SUBCONTRACTOR it may engage in connection with this CONTRACT that (i) it will conduct appropriate due diligence prior to appointing or engaging such SUBCONTRACTOR to ensure that they are duly qualified to perform the tasks for which they have been engaged and that they are of good reputation, and (ii) it will cause any such SUBCONTRACTOR to agree, in writing, to compliance with laws and anti-corruption obligations and undertakings substantially equivalent to those set forth in this Clause 35 and audit and inspection provisions substantially equivalent to those set forth in Clauses 33 and 35, such that both TURAN and CONTRACTOR shall each have the same rights with respect to any SUBCONTRACTOR (including without limit the same rights of inspection and audit with respect to the books and records of that SUBCONTRACTOR) that TURAN has with respect to CONTRACTOR under this CONTRACT.

(l) CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless TURAN GROUP and CLIENT GROUP for all time on demand from any and all claims, losses, damages, costs (including, without limitation, legal, advisory and investigation costs of a full indemnity basis) expenses and liabilities incurred or arising in respect of any breach of the obligations set out in Clauses 31, 35 and/or 36 by any member of CONTRACTOR GROUP.

36. Health, Safety and Environment

36.1 TURAN places prime importance on health, safety and environment (hereinafter "HS&E") issues and requires that CONTRACTOR GROUP subscribes to and actively pursues the highest standards of HS&E performance.

- 36.2 CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the SERVICES and shall keep strictly to the accordance with any provisions intimated by TURAN or set out in this CONTRACT. CONTRACTOR shall collaborate with TURAN in establishing HS&E interface arrangements and the production of a HS&E interface document.
- 36.3 Failure to meet the requirements of this Clause 36 or to satisfy TURAN's reasonable requirements with regards to the control of HS&E risks in any material respect will be regarded as due cause for TURAN giving notice to terminate all of any part of the SERVICES or the CONTRACT in accordance with Clause 25.1(e) (Termination).
- 36.4 CONTRACTOR shall co-operate with TURAN in providing an appropriate response to any emergency occurring at the SERVICE SITE and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.

37. Code of Conduct and Human Rights

- 37.1 In connection with CONTRACTOR's performance of the CONTRACT, CONTRACTOR undertakes that it has carefully reviewed, and undertakes and agrees to act consistently with and to adhere to the principles in, TURAN 'Supplier Code of Conduct'. Failure to comply with this provision may constitute a material default, giving rise to termination pursuant to Clause 25 (Termination).
- 37.2 CONTRACTOR shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:
- (a) Not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
 - (b) Providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
 - (c) Mitigating or avoiding adverse human rights impacts to communities arising from CONTRACTOR's activities to the extent practicable.

Failure to comply with this clause may constitute a material default giving rise to termination pursuant to Clause 25 (Termination).

38. Miscellaneous

38.1 Third Party Rights

38.1.1 Subject to Clause 38.1.3 or as otherwise expressly provided in the CONTRACT, the parties intend that no provision of the CONTRACT shall, by virtue of the United Kingdom Contracts (Rights of Third Parties) Act 1999 (the "Act"), or local equivalent, confer any benefit on, nor be enforceable by any person who is not a party to the CONTRACT.

38.1.2 For the purposes of this Clause 38.1.2, "Third Party" means any member of the TURAN GROUP (other than TURAN) or CONTRACTOR GROUP (other than the CONTRACTOR).

38.1.3 Subject to the remaining provisions of the CONTRACT, Clause 26 (Intellectual Property Rights), Clause 27 (Indemnity Arrangements), Clause 28 (Consequential Loss), and Clause 29 (Insurance) are intended to be enforceable by a Third Party by virtue of the Act.

38.1.4 Notwithstanding Clause 38.1.3, the CONTRACT may be rescinded, amended or varied by the parties to the CONTRACT without notice to or consent of any Third Party even if, as a result, that Third Party's right to enforce a term of this CONTRACT may be varied or extinguished.

38.1.5 The rights of any Third Party under Clause 36.1.3 shall be subject to the following:

(a) any claim, or reliance on any term of the CONTRACT by a Third Party shall be notified in writing as soon as the Third Party becomes aware that an event likely to give rise to such a claim and such notification shall contain the following information as a minimum: (i) details of the occurrence giving rise to the claim; and (ii) the right relied upon by the Third Party under the CONTRACT;

(b) the provisions of Clause 40 (Dispute Resolution) shall apply in respect of any claim by a Third Party in that the relevant parties agree to resolve any dispute between them in a prompt and amicable manner by adopting the provisions of Clause 40 (Dispute Resolution);

(c) the Third Party's written agreement to submit irrevocably to the jurisdiction of the English Courts in respect of all matters relating to such rights.

38.1.6 A Third Party shall not be entitled to assign any benefit or right conferred on it under this CONTRACT by virtue of the Act.

38.2 Waiver

None of the terms and conditions of the CONTRACT shall be considered to be waived by either PARTY unless a waiver is given in writing by one PARTY to the other. No failure on the part of either PARTY to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms.

38.3 Retention of Rights

38.3.1 Subject to the provisions of (Indemnities), unless otherwise specifically stated in the CONTRACT, both PARTIES shall retain all rights and remedies, both under the CONTRACT and at law, which either may have against the other.

38.3.2 CONTRACTOR shall not be relieved from any liability or obligation under the CONTRACT by any review, approval, authorisation, acknowledgment or the like, by TURAN.

38.4 Status of COMPANY

38.4.1 TURAN enters into the CONTRACT on behalf of itself, its AFFILIATES and any joint venture partners. Without prejudice to Clause 38.1 (Third Party Rights) and notwithstanding the foregoing:

(a) the CONTRACTOR agrees to look only to the COMPANY for the due performance of the CONTRACT and nothing contained in the CONTRACT will impose any liability upon, or entitle the CONTRACTOR to commence any proceedings against any AFFILIATE or joint venture partner of the COMPANY other than the COMPANY; and

(b) the COMPANY is entitled to enforce the CONTRACT on behalf of all AFFILIATES and joint venture partners as well as for itself. For that purpose the COMPANY may commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any claim which any AFFILIATE or joint venture partner may have against the CONTRACTOR.

39. Governing Law and Language

39.1 CONTRACTOR shall comply, and shall secure compliance by all member of CONTRACTOR GROUP with all applicable laws, rules and regulations of any governmental authority or regulatory body having jurisdiction over the GOODS, SERVICES and/or work site.

- 39.2 CONTRACTOR shall obtain all licenses, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of CONTRACT save to the extent that the same can only be legally obtained by CONTRACTOR.
- 39.3 All costs for compliance with all applicable laws, rules and regulations and obtaining authorities, approvals, licenses, and permits for performance of the CONTRACT shall be for the account of CONTRACTOR, unless otherwise provided for in the CONTRACT.
- 39.4 The CONTRACT, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter, shall be governed and construed in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise, and subject to the provisions of Clause 40 (Dispute Resolution), shall be subject to the exclusive jurisdiction of the English Courts.
- 39.5 The governing language of the CONTRACT shall be the English Language.

40. Dispute Resolution

- 40.1 Any dispute between the PARTIES in connection with or arising out of the CONTRACT or the GOODS and/or SERVICES shall be resolved by means of the following procedure:
- (a) the dispute shall initially be referred, by means of a formal notice sent by either PARTY in accordance with Clause 32 (Notices), to TURAN representative or CONTRACTOR representative who shall discuss the matter in dispute and make all reasonable efforts to achieve an agreement;
- (b) if no agreement is reached under Clause 40.1(a) above within fourteen (14) days of the service of such formal notice, the dispute shall be referred to such senior managers as nominated by the PARTIES;
- (c) if no agreement is reached under Clause 40.1(b) above within fourteen (14) days of the expiry of the period referred to in Clause 40.1(b) (that is, within twenty-eight (28) days of the service of the formal notice referred to in Clause 40.1(a)), the dispute shall be referred to the appropriate senior executive of each of the PARTIES, being a more senior person than the person referred to in Clause 40.1(b), who shall discuss the matter in dispute within twenty one (21) days of expiry of the period referred to above (that is forty-nine (49) days of the service of the formal notice referred to in Clause 40.1(a)).
- 40.2 If no agreement is reached under Clause 40.1 above, either PARTY shall initiate arbitration proceedings in accordance with the London Court of International Arbitration (LCIA) Rules (applicable at the time of submission of the dispute to arbitration) and the PARTIES shall submit to final, binding arbitration by three (3) arbitrators appointed in accordance with such rules. The law of the arbitration shall be the Arbitration Act 1996. The conduct of the arbitration proceedings shall be in English and the venue of the arbitration shall be Aberdeen, Scotland. The arbitral award shall be final and binding on the PARTIES.
- However, this Clause shall not preclude the PARTIES from bringing an action in any court of competent jurisdiction for injunctive relief or other provisional remedy in relation to any dispute in connection with the CONTRACT.
- 40.3 Whilst any matter or matters are in dispute, CONTRACTOR shall proceed with the execution and completion of delivery of GOODS and/or performance of SERVICES, and both PARTIES shall comply with all provisions of the CONTRACT.