

# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

## Tanks & Pipeworks General Terms and Conditions

### 1. Definitions.

Agreement – means Tanks & Pipeworks’s Quotation, these General Terms and Conditions and any applicable supplemental terms and conditions agreed in writing between the parties, and any addenda thereto.

Client – means the person, company or other entity to whom the Products and/or Services are supplied or provided under this Agreement and includes the Client’s client as final recipient of the Products or Services provided hereunder, as the case may be.

Client Group – means, individually and collectively, Client and any holding company subsidiary of Client or any subsidiary of such holding company (holding company and subsidiary having the meanings ascribed to them by Section 736 of the Companies Act 1985), Client’s coventure partners, Client’s contractors and subcontractors of any tier (other than Tanks & Pipeworks) and their respective directors, officers, members, employees, contractors, agents and invitees.

Documentation – means the manuals, handbooks, maintenance libraries, and/or other publications in whatever form including those listed in Tanks & Pipeworks’s Price List/s or supplied in connection with the Products and/or Services.

Products – means the products and or equipment to be sold or leased to Client hereunder and/or used by Tanks & Pipeworks in connection with the performance of the Services.

Quotation – means the quotation, proposal or other document provided to Client that specifies the Products and/or Services to be provided to Client.

Representatives – means officers, directors, employees, contractors/subcontractors, agents and/or invitees of Tanks & Pipeworks or the Tanks & Pipeworks Group or Client or the Client Group (as the case may be).

Tanks & Pipeworks – means the Tanks & Pipeworks legal entity specified in the Quotation.

Tanks & Pipeworks – means, individually and collectively, Tanks & Pipeworks and any holding company or subsidiary of Tanks & Pipeworks or any subsidiary of such holding company (holding company and subsidiary having the meanings ascribed to them by Section 736 of the Companies Act 1985) and its contractors and subcontractors of any tier and their respective directors, officers, members, employees, contractors, agents and invitees.

Services – means the services provided by Tanks & Pipeworks hereunder to or for the benefit of Client.

### 2. Application.

By requesting Tanks & Pipeworks Products and/or Services, Client voluntarily elects to enter into and be bound by this Agreement. This Agreement applies to all Products and/or Services and shall apply in place of and prevail over any terms or conditions contained or referred to in



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

Client's order or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing

## Terms and Conditions

unless specifically agreed to in writing by a director or other authorised representative of Tanks & Pipeworks and any purported provisions to the contrary are hereby rejected and excluded.

### 3. Acceptance of General Terms and Conditions.

Tanks & Pipeworks's prices are determined on the basis of the limited liability set out in this Agreement and Client's assumption of, and release and indemnification of Tanks & Pipeworks from, certain liabilities and responsibilities as set out in this Agreement. To the extent this Agreement includes Client's purchase of software, software maintenance, hardware maintenance, or other miscellaneous products and services not covered by this Agreement, Tanks & Pipeworks's applicable terms and conditions for such products and services shall apply.

### 4. Prices.

The prices payable for the Products and Services shall be those contained in the Quotation. Prices are subject to change upon one (1) month's prior written notice to Client. Unless otherwise specified, VAT and all levies, charges and duties, including government and local authority charges or charges levied by similar bodies, and all other taxes (other than income taxes) shall be payable by Client and shall be added to the prices.

### 5. Payment.

Payment of invoices shall be made in full within thirty (30) days of the date of Tanks & Pipeworks's invoice, in accordance with any payment instructions written on the invoice. As a condition precedent for mobilization and provision of the Services and/or Products, Tanks & Pipeworks reserves the right to run a credit check on Client and to request, as the case may be, advance payment or additional guarantees to ensure payments will be made in accordance with this Agreement. All payments shall be made in the currency specified in the Quotation, unless otherwise agreed by the parties. If an invoice is not paid in full within thirty (30) days of the date of invoice, interest at the rate of 3% above Bank of England Base Rate and/or maximum rate allowable under applicable law shall apply from the due date for payment until receipt by Tanks & Pipeworks of the unpaid amount whether or not after judgment. If unpaid amounts are collected through legal proceedings or by a collection agent, Client shall, in addition to paying all amounts owed hereunder, pay Tanks & Pipeworks's collection costs and legal fees. Client shall have no right of set-off or withholding against any amounts owing to Tanks & Pipeworks under this Agreement as a result of other service orders or any other claim or dispute between Tanks & Pipeworks and Client.

### 6. Delivery of the Products.

Tanks & Pipeworks shall make available the Products to Client in accordance with any delivery dates specified in the Quotation or as otherwise agreed by the parties. Except as otherwise agreed by the parties, risk of loss for the Products to be sold or leased to Client hereunder shall pass to Client upon delivery of the Products to a carrier at Tanks & Pipeworks's shipping point. Title to the Products to be sold to Client hereunder shall pass to Client upon payment for such



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

Products in accordance with this Agreement. Tanks & Pipeworks shall have the right, in its sole discretion, to select the carrier for all deliveries hereunder.

## Terms and Conditions

### 7. Obligations of Client.

#### 7.1 Notification of Hazardous Conditions.

Client, having custody and control of the works and superior knowledge of the conditions in and surrounding it, shall provide Tanks & Pipeworks with all necessary information to enable Tanks & Pipeworks to perform the Services safely and efficiently. Tanks & Pipeworks's Products are designed to operate under conditions normally encountered in the works; however, if hazardous or unusual conditions exist, Client shall notify Tanks & Pipeworks in writing in advance and make special arrangements for servicing such works.

#### 7.2 Tools Not Rated for Works Conditions.

Should Tanks & Pipeworks inform the Client that a Product is not rated for the work conditions advised by the Client and yet the Client decides to instruct Tanks & Pipeworks to use such a tool, then Tanks & Pipeworks shall be reimbursed for the full costs of repair or replacement resulting from any damage to such tool as a result of the advised work conditions, including erosion, corrosion and abrasion. Where repair is possible, the Client shall, at its sole option, reimburse Tanks & Pipeworks in respect of either the foregoing repair or replacement costs.

#### 7.3 Chemicals.

The handling and disposal of any chemical, waste or by-product used or generated ("Chemicals") in the performance of the Services are the sole responsibility of Client, who is the owner and generator thereof. Client agrees that it will transport and dispose of any such Chemicals in accordance with all applicable laws and regulations. Client hereby waives, releases, indemnifies and agrees not to assert any claim or bring any cost recovery action against Tank & Pipeworks in connection with the use, generation, storage, transportation or disposal of Chemicals under any common law theories or applicable environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof, including without limitation the negligence or breach of duty (whether statutory, common law or otherwise) of Tanks & Pipeworks .

#### 7.4 Fishing Operations.

Client shall assume the entire responsibility for operations in which Client or its Representatives attempt to fish for equipment but Tanks & Pipeworks may, without assuming liability and if so requested by Client, render assistance for the recovery of such equipment.

#### 7.5 Transport and Storage.

Client shall arrange and pay for the use and the repair of roadbeds and the use of vehicles, vessels, aircraft or other special means of transportation for Products and/or Tanks & Pipeworks's Representatives, if needed to gain access to or from a worksite. At the work



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

site, Client shall provide proper storage space, complying with all applicable safety requirements and consistent with good industry practice. In addition, Client shall be responsible for the return at its expense of stationary

## Terms and Condition

auxiliary units to the points of origin or to other mutually agreed locations in the condition in which such units were delivered to Client, ordinary wear and tear excepted.

### 7.6 Accommodation and Messing.

Client shall arrange and pay for accommodation and messing for Tanks & Pipework's Representatives while standing-by and during the performance of Services.

### 7.7 Safety.

Client shall, at its sole cost, ensure that adequate safe access and work area, complying with all applicable laws and regulations, and clear safety instructions are available in sufficient numbers at all work-sites. In the event of injury or illness, Client shall ensure that Tanks & pipeworks's Representatives receive proper medical attention, and shall arrange and pay for transportation of Tanks & Pipework's Representatives to the nearest hospital or international airport, as appropriate.

### 7.8 Licenses and Consents.

Client shall be responsible at its own expense for all licenses or consents of any Government or other authority which shall be required for the purposes of this Agreement (which shall include, by way of example, the securing of all necessary permits and licenses for Tanks & Pipeworks's hazardous materials) and Client shall produce such evidence to Tanks & Pipeworks on demand. Any additional expenses or charges incurred by Tanks & Pipeworks resulting from any failure on the part of Client in this connection shall be for Client's account.

### 7.9 Risky Operations Release.

If the Client decides to instruct Tanks & Pipeworks to proceed with the provision of Services or Products which would deviate from the agreed operating procedures, guidelines and contingency plans set out for the provision of the Services under this Agreement in a way that Tanks & Pipeworks, in its sole discretion, believes will place undue risks on the performance of the Services or provision of Products ("Risky Operations"), Tanks & Pipeworks shall have no liability arising out of or in connection with the Risky Operations and Client hereby assumes all risks, claims and liabilities associated with the Risky Operations. Client hereby releases and discharges, and agrees to defend, indemnify and hold harmless, Tanks & Pipeworks from and against all claims, losses, costs, expenses (including all legal fees), demands, damages, causes of action, judgments, suits and liabilities for personal injury, death, property damage (including, without limitation, loss of or damage to data) damages or other losses (including without limitation, any special, indirect, incidental, punitive or consequential damages, including but not limited to loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any), arising out of or connected with the provision of Risky Operations, howsoever caused including without limitation whether caused by the negligence or breach of duty (whether statutory, common law or otherwise) of Tanks & Pipeworks and whether or not foreseeable at the date of execution of this Agreement.



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

## Terms and Condition

### 8. Insurance.

Each party's (the "Insured Party's") indemnity and hold harmless obligations under this Agreement shall be supported at the Insured Party's expense by appropriate liability insurance with a contractual indemnity endorsement. These policies shall further be endorsed to provide that the underwriters waive their rights of subrogation against the other party and to name the other party as an additional insured to the extent of the liabilities assumed by the Insured Party under this Agreement. The Insured Party will, at its expense and upon the other party's request, furnish appropriate certificates of insurance to the other party stating that no insurances will be canceled or materially changed during the term of the Agreement without thirty (30) days prior written notice to such other party.

### 9. Warranty for Products and Services.

#### 9.1 Products.

Tanks & pipeworks warrants that Products shall conform to the quality and specifications represented and shall be free from defects in material and workmanship for a period of twelve (12) months from the date of installation, 9 months in respect of control units and gauges fuel pumps, on the date of delivery of such Products to Client. The above warranty does not apply to:

- (a) products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation;
- (b) any item which is purchased by Tanks & Pipeworks or furnished by Client as a component part of a product, or not manufactured by Tanks & Pipeworks and purchased for Client except to the extent to which such items are covered by the warranty, if any, of the original manufacturer thereof;
- (c) the design on those jobs where Tanks & Pipeworks prepares shop drawings, tracing drawings or lists from designs furnished by others;
- (d) models or samples which are furnished to Client as illustrations only of the general properties of Tanks & Pipeworks's products and workmanship;
- (e) damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication and/or any substandard performance caused by well conditions arising therefrom;
- (f) actual operating conditions being different from those specified in the Agreement or in any variations;
- (g) any Products supplied hereunder that are custom developed by Tanks & Pipeworks in accordance with Client's specifications. Client agrees that such Products are provided "as is" and Client releases Tanks & Pipeworks from any and all liability relating to or in connection with such Products, whether or not caused in any way by Tanks & Pipeworks;
- (h) any Products normally consumed in operation or that have a life shorter than the applicable warranty period specified in this Clause 9.1;
- (i) any item which is purchased by Tanks & Pipeworks as a component part of the Products provided by Tanks & Pipeworks to the Client except to the extent to which such items are covered by the warranty, if any, of the original manufacturer;
- (j) any item which is a component part of the Products provided by Tanks & Pipeworks to the Client where such item is furnished to tanks & pipeworks by the Client where such



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

defects in materials and equipment supplied by the Client could not reasonably have been discovered by Tanks & Pipeworks; or

(k) any Products not manufactured by Tanks & Pipeworks but purchased by Tanks & Pipeworks except to the extent to which such Products are covered by the warranty, if any, of the original manufacturer

## Terms and Conditions

### 9.2 Services.

Tanks & Pipeworks represents and warrants that all Services shall be performed in a professional and workmanlike manner in accordance with good work practices. Tanks & Pipeworks will correct any errors or omissions regarding the Services that are notified to Tanks & Pipeworks in writing by Client within thirty (30) days after the Services are completed or demobilisation from the worksite, whichever is earlier. Tanks & Pipeworks will give Client the benefit of its best judgment based on its experience interpreting information and making written or oral recommendations concerning logs or tests or other data, type or amount of material or service required, manner of performance or predicting results. Nevertheless, all such recommendations or predictions are opinions only and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting services furnished by others, no warranty is given concerning the accuracy or completeness of log, test or other data, the effectiveness of products, materials or supplies used, recommendations given or results of the Services rendered and Tanks & Pipeworks is not responsible for any loss or damage arising from the results and/or recommendations suggested by such services, nor are they intended to provide the basis for any decisions subsequently made by the Client, which are and shall remain Client's sole responsibility. Tanks & Pipeworks will not be responsible for accidental or intentional interception of or tampering with data or samples by others, nor does Tanks & Pipeworks guarantee the safe storage or the length of time of storage or loss of any samples, digital tapes, optical logs or prints, or other similar products or materials.

### 9.3 Limited Remedies.

Tanks & Pipeworks's sole liability, and Client's sole remedy, for any products and/or Services that do not comply with the warranties in this Clause 9 shall be limited to the repair or replacement of the Products, provided Tanks & Pipeworks has access to the Products during the applicable warranty periods specified in Clause 9.1 or the reperformance or refund of an equitable portion of the purchase price of the Services, at its sole option. A Client claim made pursuant to these warranties shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect. Defective Products must be held for inspection and returned to the applicable Tanks & Pipeworks point upon request. Tanks & Pipeworks shall have the right to inspect the Products claimed to be defective and shall have the right to determine the cause of such defect. Returned products shall become the property of Tanks & Pipeworks. Notwithstanding the foregoing, retrieval and re-installation of defective materials or equipment shall be the responsibility of and for the account of Client. All materials and equipment replaced or repaired by Tanks & Pipeworks pursuant to this Clause 9.3 shall be replaced or repaired F.O.B. to Tanks & Pipeworks's nominated base.

### 9.4 Limited Warranty.

The foregoing warranties for Products and Services are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness for a particular purpose and merchantability shall not apply. Tanks & Pipeworks's warranty



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

obligations and Client's remedies there under (except as to title) are solely and exclusively as stated herein.

## Terms and Conditions

### 10. Indemnities and limitation of Liability

#### 10.1 Personnel

(a) Tanks & Pipeworks shall be responsible for and hereby agrees to protect, defend, indemnify and hold harmless Client Group against all claims arising out of or in connection with personal injury, illness or death of any member of Tanks & Pipeworks.

(b) Client shall be responsible for and hereby agrees to protect, defend, indemnify and hold harmless Group against all claims arising out of or in connection with personal injury, illness or death of any member of Client Group.

#### 10.2 Property

Client assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the Tanks & Pipeworks harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character (including all costs and expenses thereof and reasonable legal fees) arising in connection therewith:

(i) on account of loss of and/or damage to the Client Group's property; (ii) on account of loss of or damage to the property, equipment, materials or products, of Tanks & Pipeworks, including but not limited to, recovery, repair and replacement expenses, when such loss or damage occurs: (i) in the hole, (ii) while in transit or being moved on any form of transportation owned or furnished by Client, (iii) while located at the work site when Tanks & Pipeworks personnel are not present, (iv) as a result of improperly maintained, private access roads to the work site, or (v) while being used by or while under the custody or control of any person other than a representative, whether in an emergency or otherwise. The property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (i) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which Tanks & Pipeworks receives notice in writing of the loss or damage.

#### 10.3 Special Indemnity.

Notwithstanding anything to the contrary herein, Client agrees to protect, defend, indemnify, and hold Tanks & Pipeworks harmless from and against all loss, liability, claims, demands and causes of action (including all costs, expenses and legal fees) of every kind and character, arising in connection herewith against Client Group, Tanks & Pipeworks or any third party for: (i) property damage, personal injury, or death or other damage or loss that results from blow-out, fire, explosion, cratering, or any other uncontrolled works condition, and the removal of debris; (ii) property damage or loss, personal injury, or death or other damage that results from pollution, contamination, or radiation damage, whether caused by Client's failure to properly handle, transport or dispose of any chemicals as required by Clause



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

10.2 hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by an applicable federal, state or local law or regulation; (iii) any damage or loss that results from reservoir or underground damage to any reservoir, void, tank geological formation or underground strata or the loss of oil, gas and/or any hydrocarbon therefrom, or any other mineral substances, or water, (iv) cost to control a pipe hose tank, underground or above the surface, including any or reworking and related clean up costs; (v) damage to property owned by, in the possession of, or leased by Client, and/or works/site owner, if different from Client (the term "works/site owner" shall include working and royalty interest owners or the owner of any other

structure at the works/ site); (vi) subsurface trespass; (vii) loss of or damage to any permanent third party oil and gas production facilities and pipelines and indirect and consequential losses and damages arising therefrom. 10.4 Notwithstanding any provision to the contrary elsewhere in this Agreement, each party (the "indemnifying party") shall be solely responsible for and shall protect, defend, indemnify and hold harmless the other party and the other members of the other party's Group from and against any: (i) consequential loss or indirect loss under applicable law; and (ii) loss and/or deferral of production, loss of works and/or productive time, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) in each case whether direct or indirect to the extent that these are not included in (i), whether or not foreseeable at the effective date this Agreement, suffered by the indemnifying party or any other members of its Group.

10.5 Subject to Clause 10.1 (a), Tanks & Pipeworks's liability, however arising from or in connection with this Agreement (whether for breach of duty, breach of contract, negligence, misrepresentation, or otherwise), shall not in any circumstances exceed the total amounts paid to Tanks & Pipeworks hereunder prior to the date on which the applicable cause of action arose.

10.6 The indemnities given pursuant to this Agreement shall be full and primary (even if the indemnified party is required to carry insurance) and shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory, common law or otherwise) of the indemnified party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

## 11. Capacity of parties

Tanks & Pipeworks acts solely as an independent contractor/subcontractor in providing the Products and Services. If Client is not the sole owner of the works or the concession holder of the site or the sole owner of the log, test data or other data in respect of which Tanks & Pipeworks has been asked to provide Services, including any log or test interpretation or any recommendation or reservoir description, but instead shares ownership with one or more third parties, Client represents that it is the sole and duly appointed and authorised agent of each of such third parties with full power: (i) to represent the interests of such third parties with respect to decisions made concerning any Products and Services, (ii) to deliver or otherwise make available to Tanks & Pipeworks all logs, core samples, measurements, test results and other information relevant to this Agreement which may be the property in whole or in part of such third parties, and Client agrees to indemnify Tanks & Pipeworks on account of any deficiency or inaccuracy in the above representations.

## 12. Confidentiality

Results obtained by Tanks & Pipeworks are always held in strict confidence and will not, except as required by law or legal process, be disclosed by Tanks & Pipeworks to any third party without authorisation from Client as long as such results are not in the public domain. Except as provided for above, all information obtained by Client from Tanks & Pipeworks during the course of this Agreement shall be held confidential and shall not be divulged by



# TANKS & PIPEWORKS LTD.

## Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

Client to any third party unless approval is requested from and granted by Tanks & Pipeworks. Client shall, and shall ensure that its Representatives and the Representatives of Client Group, and any third parties to whom Client discloses Tanks & Pipeworks provided information, comply with Client's foregoing confidentiality obligations.

### 13. Intellectual Property

13.1 Tanks & Pipeworks shall defend or, at its option, settle any claim, proceeding or action brought against Client based upon a claim that a Product or a Service constitutes a direct

#### Terms and Conditions

infringement of a patent or copyright issued under the laws of the country of original delivery or intended destination or performance of Services (as identified by Client in the Agreement), and Tanks & Pipeworks shall pay those costs and damages finally awarded against Client in any such action or proceeding which result from any such claim, provided always that Tanks & Pipeworks shall have no liability under this clause:

13.1.1 unless Tanks & Pipeworks is notified promptly in writing by Client of each notice and communication regarding such claim, is given the complete authority, information and assistance necessary for such defense, and is given sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise, or

13.1.2 if Client makes any admission regarding infringement without Tanks & Pipeworks's prior written permission.

13.2 Should a Product or Service become, or in Tanks & Pipeworks's opinion be likely to become, the subject of a claim of infringement or the like under such patent or copyright laws, Client shall permit Tanks & Pipeworks, at Tanks & Pipeworks's option, to:

13.2.1 procure for Client the right to continue using the Product or Service; or

13.2.2 replace or modify the Product or Service so that it becomes non-infringing (provided the same level of functionality is maintained); or

13.2.3 accept the return of the Product and grant Client a credit for the then depreciated value of the infringing Product. If the infringing Product is leased or rented to Client, or is a Service subject to a Service agreement, Tanks & Pipeworks may terminate the lease or rental or Service agreement and Client's sole remedy in such case shall be the return by Tanks & Pipeworks of any payments made by Client for periods after such termination.

13.3 Tanks & Pipeworks shall have no liability or obligation to Client under this clause for any patent or copyright infringement or claim thereof based upon:

13.3.1 Tanks & Pipeworks's compliance with Client's specifications, where such specifications require Tanks & Pipeworks to modify a Product or Service; or

13.3.2 the combination of the Product or Service with other items or services not furnished or approved in writing by Tanks & Pipeworks; or

13.3.3 any unauthorized addition to or modification of the Product, or alteration of the Service at the request of Client; or

13.3.4 any use of the Product in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Product in accordance with Tanks & Pipeworks's specifications.

13.4 Client shall defend and hold Tanks & Pipeworks harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon the foregoing clauses 13.3.1, 13.3.2, 13.3.3, or 13.3.4 .



### 14. Ownership of Documents and Inventions

# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

14.1 While providing Products or Services to Client, Tanks & Pipeworks may develop additional expertise, know-how and other intellectual property which are Tanks & Pipeworks's exclusive property and which Tanks & Pipeworks may freely utilize in providing Services for its other customers. Except where expressly and specifically indicated in writing in a separate development agreement, and in exchange for appropriate payment, Tanks & Pipeworks does not develop any intellectual property (including copyrights, patents, know-how, and expertise) for ownership by Client under this Agreement with Client, and Tanks & Pipeworks tains sole ownership of any such items created during the course of providing Products and/or Services hereunder.

## Terms and Conditions

14.2 Notwithstanding the foregoing, Client shall own any inventions, ideas or designs (whether patentable or not) solely suggested by Client or its personnel or contractors. Client shall also own any works data acquired by Tanks & Pipeworks arising out of the Work and any reports or interpretations or characterizations there of provided by Tanks & Pipeworks. Subject to any confidentiality obligations, Tanks & Pipeworks may use such data internally to improve its Products and Services and to refine its computer models.

## 15. Force Majeure

Neither party shall be liable to the other party for any failure to perform or delay in the performance of its obligations hereunder which is caused by circumstances or events beyond its reasonable control, including, without limitation, acts of God, war, riot, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood or adverse weather conditions ("Force Majeure"). Each party will promptly notify the other party in writing of the existence of a Force Majeure event and the anticipated duration thereof. In the event of any such Force Majeure event, the date of performance shall, at the request of the affected party, be deferred for a period equal to the time lost by reason of the Force Majeure. For the avoidance of doubt, Force Majeure shall not entitle Client to avoid or delay making payment to tanks & pipeworks for the Products and Services.

## 16. Termination

16.1 If Client enters into a Deed of Arrangement or commits an act of bankruptcy or compounds with its creditors; or if a receiving order is made against it; or if (being a Company) an order is made or a resolution is passed for the winding up of Client (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by Tanks & Pipeworks); or if a receiver is appointed of any of Client's assets or undertaking; or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up order; or if Client takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between Tanks & Pipeworks and Client; or if Tanks & Pipeworks reasonably apprehends that any of the above events is likely to occur; Tanks & Pipeworks may without prejudice to any of its other rights terminate this Agreement with immediate effect by notice in writing to Client.

16.2 Either party shall have the right to terminate this Agreement, with or without cause, upon (90) days prior written notice to the other party. In the event Client terminates this Agreement for any reason, Client shall pay Tanks & Pipeworks for all Products and Services provided in accordance with this Agreement and any costs and expenses it incurs as a result of such termination. In addition, where pay for data gauge systems, electric submersible pumps or other lease installed Products are supplied by the Tanks & Pipeworks under this Agreement, the rental for these particular Products shall continue until the expiration of the agreed lease period.



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

16.3. In the event of termination of this Agreement, however arising, Client shall promptly return to tanks & pipeworks all proprietary information supplied by Tanks & Pipeworks which is in Client's possession or under its control.

## 17. Assignment

Either party may assign this Agreement in whole or in part, to any member of their respective Group or as a part of a merger or acquisition or all or substantially all of its assets, under the condition of obtaining the other party's prior written consent which consent shall not unreasonably be

Terms and Conditions

withheld. Assignment to any third parties will also be subject to prior written consent, and, in the case of assignments made by the Client, such assignment will be subject to any restrictions or requirements resulting from a credit check made by Tanks & Pipeworks to ensure the financial health of the assignee. In particular, Tanks & Pipeworks reserves the right to change the payment terms in the event of such an assignment

## 18. Data Protection Act 1998.

Client acknowledges and agrees that Tanks & Pipeworks is permitted to hold and process personal information about Client's Representatives where required for the performance of this Agreement. Client confirms that consent has been obtained from Client's Representatives in respect of such processing.

## 19. Publicity and Public Disclosures.

Client shall not, without obtaining Tanks & Pipeworks's prior written consent, use any Tanks & Pipeworks trade names, trademarks, service marks, company names or other trade designations in any Client press releases, advertising, literature, or corporate information disclosures (including, without limitation, financial reports and government regulated information disclosures).

## 20. Contracts (Rights of Third Parties) Act 1999.

The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement, but only to the extent that a member of Client Group or Tanks & Pipeworks (other than Client or Tanks & Pipeworks) shall be entitled in its own right to enforce the benefit of the indemnities given to it in Clause 7, 8, 10 and 12 but not in any other respect. Further, in making a claim under this Agreement, the remedies of Client Group or Tanks & Pipeworks (other than Client or Tanks & Pipeworks ) shall be limited to the remedies set out herein. Client Group or Tanks & Pipeworks (other than Client or tanks & pipeworks) shall be entitled to assign any benefit conferred on it pursuant to this Agreement. The parties to this Agreement may rescind or vary any term of this Agreement without the consent of Client Group or Tanks & Pipeworks (other than Client or Tanks & Pipeworks),

## 21. Governing Law and Forum.

The construction, validity and performance of this Agreement shall be governed by the laws of England. The parties submit to the exclusive jurisdiction of the English courts for the purpose of resolving any disputes hereunder.



# TANKS & PIPEWORKS LTD.

Total Service to the Industry

R/O Kingslodge, London Road, West Kingsdown, Sevenoaks TN15 6AR Tel: 01474 855587 Fax: 01474 855586

## 22. General Provisions.

22.1 The headings in this Agreement are inserted for convenience only and shall not be used in the interpretation hereof. Any rule or principle of contractual construction that would otherwise require any aspect of this Agreement to be interpreted against the party primarily responsible for its drafting shall not be employed in the interpretation hereof.

22.2 This Agreement may only be amended by a written document signed by both parties.

22.3 No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is

### Terms and Conditions

in writing and signed by both parties. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach.

22.4 All provisions of this Agreement are severable, and the unenforceability or invalidity of any of them shall not affect the validity or enforceability of the remaining provisions of this Agreement.

22.5 Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in full force and effect.

22.6 This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter hereof.

22.7 In the event of any conflict between these General Terms and Conditions and any other document including without limitation any the manuals, handbooks, maintenance libraries, and/or other publications in whatever form including those listed in Tanks & Pipeworks's Price List or supplied in connection with the Products and/or Services, any appendices, supplemental terms and conditions agreed in writing between the parties, and any addenda thereto, these General Terms and Conditions shall prevail unless any subsequent documentation expressly states otherwise.

signed : .....

name : .....

on behalf of .....

date: .....

