



## HELIDECK CERTIFICATION AGENCY LIMITED

### STANDARD TERMS AND CONDITIONS

WHEREAS the Company wishes to use the services of HELIDECK CERTIFICATION AGENCY (“HCA”) AND WHEREAS HCA is in a position and willing to provide such services subject to the terms and conditions hereinafter set out.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following shall bear the meanings as given:

“Affiliate” means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, “subsidiary” and “holding company” shall have the meanings assigned to them under section 736, Companies Act 1985, as amended by section 144 Companies Act 1989.

“Business Day” means a day (other than a Saturday or Sunday or a bank or a public holiday), on which banks are generally open for business in Aberdeen and London;

“Claims” means any and all claims, damages, obligations, demands, causes of action, judgements, losses, costs, fines, penalties, expenses (including legal expenses), liabilities and sums paid by way of settlement or compromise and “Claim” shall be construed accordingly;

"Company" means the company to which the Services will be provided;

“Company Group” means the Company, its Co-venturers, its contractors and sub-contractors, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of HCA ,

“Consequential Loss” means any indirect or consequential loss howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity. “Consequential Loss” shall be deemed to include, without prejudice to the foregoing generality, the following to the extent to which they might not constitute indirect or consequential loss under applicable law:

- (i) loss or damage arising out of any delay, postponement, interruption or loss of production, any inability to produce, deliver or process hydrocarbons or any loss of or anticipated loss of use, profit or revenue;

- (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable, under any contract for the sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;
- (iii) losses associated with business interruption including the costs of overheads incurred during business interruption;
- (iv) loss of bargain, contract, expectation or opportunity; and
- (v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing;

“Co-venturers” means any other entity with whom the Company 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 Services are being performed and the successors in interest of such Co-venturer or the assignees of any interest of such Co-venturer;

“Month” means one calendar month;

“Facility” means a facility being used for, or intended to be used for, helicopter related operations;

“LIBOR” means the interest rate equal to the British Bankers Association 11:00am fixing for one (1) month LIBOR as quoted on Reuters page “LIBOR01”;

“Party” means Company and HCA and “Parties” shall be construed accordingly;

“Personnel” means the personnel to be provided by HCA;

“Price” means the price for the Services calculated in accordance with [Clause 4];

“Services” means the Services referred to in Clause 2 below;

“Third Party” means any person who is not a Party to this Agreement.

1.2 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.2 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine gender and vice versa.

## **2. THE SERVICES TO BE PROVIDED BY HCA**

2.1 HCA agrees to perform the Services as detailed in the attached Scope of Works at a mutually convenient time.

2.2 Any date(s) which may be indicated by HCA to the Company in respect of the proposed Services are intended as estimates only and are not guaranteed in any way. Time shall not be of the essence and HCA shall not be liable for any delay in performing the Services or for any loss or damage occasioned thereby.

### **3. COMPANY'S RESPONSIBILITIES**

3.1 Company shall, at its sole cost and expense:-

- 3.1.1 Pay the Price and the Additional Costs.
- 3.1.2 Provide transport for the Personnel and HCA equipment and material to and from the Facility from HCA's base in order that the Personnel can perform the Inspections and/or provide the training.
- 3.1.3 Provide non-routine transportation (including medi-vac) for the Personnel to and from the Facility from HCA's base.
- 3.1.4 Provide food, accommodation and medical attention for HCA's Personnel on the Facility to the same standard as provided by Company to its own employees of similar status.
- 3.1.5 Provide any other facilities, support, transportation or otherwise, that HCA may reasonably require in order to properly carry out the Services.
- 3.1.6 Assume responsibility for all additional costs on a reimbursable basis incurred by HCA in the performance of the Services and over which HCA has no control (the "Additional Costs") provided that HCA has taken all reasonable steps to minimise the incident and mitigate the loss.

### **4. PRICE AND PAYMENT**

4.1 For the performance of the Services the Company shall pay HCA the sum referred to in the Purchase Order (the Price)

4.2 Within 14 Business Days after completion of the Services HCA shall submit to the Company properly prepared and fully documented invoice or invoices in respect of the Price for the Services and any additional costs incurred in connection with Clause 3.1.6

4.3 Company shall pay the sums due without retention or set off within thirty (30) Business Days of receipt of such invoice. Interest at 2% above LIBOR shall be payable on all sums outstanding after this date calculated on a day-to-day basis.

4.4 Unless previously revised by HCA, any price quoted by HCA is valid for 30 days from the date of quotation.

All prices quoted are subject to:-

4.4.1 the addition of VAT where applicable at the prevailing rate.

4.4.2 any other taxes or duties which may be chargeable.

4.5 If the Company cancels the proposed Services within 30 days of the intended date for such Services for any reason, 50% of the Price shall be due and payable as a cancellation fee. If the cancellation is within 15 days of the intended date for the Services for any reason, 100% of the Price shall be due and payable.

4.6 Payment shall, unless otherwise agreed, be by telephonic transfer to the account nominated by HCA.

4.7 HCA may require a payment on account and/or payment in advance and all such payments will be payable on demand.

## 5. **INSURANCE AND INDEMNITY**

6. HCA shall ensure that Employer's Liability Insurance as required by the Laws of England is taken out covering liability in respect of Personnel performing the Services for HCA.

6.1 HCA shall indemnify, defend and hold harmless Company Group from and against any and all Claims in respect of sickness of or injury to, or death of Personnel performing the Services for HCA, or loss of or damage to HCA's equipment and property, in connection with or related to or arising out of the performance, mis-performance or non-performance of this Agreement, by whomsoever caused and howsoever arising whether in contract, tort or from statutory or other duty, or otherwise, irrespective of the negligence or breach of duty (statutory or otherwise) by Company..

6.2 Company shall indemnify, defend and hold harmless HCA from and against any and all Claims in respect of sickness of or injury to, or death of Company Group's personnel, or loss of or damage to Company Groups' equipment and property (including for the avoidance of doubt, the Facility), in connection with or related to or arising out of the performance, mis-performance or non-performance of this Agreement by whomsoever caused and howsoever arising whether in contract, tort or from statutory or other duty, or otherwise, irrespective of the negligence or breach of duty (statutory or otherwise) by HCA.

6.3 Company shall indemnify, defend and hold harmless HCA [Group] from and against all any and all Claims in respect of sickness of or injury to, or death of any Third Party, or loss of or damage to any Third Party's equipment and property, in connection with or related to the performance, mis-performance or non-performance of this Agreement and to extent such Claim is attributable to the negligence of Company [Group].

6.4 HCA shall indemnify, defend and hold harmless Company [Group] from and against any and all Claims in respect of sickness of or injury to, or death of any Third Party, or loss of or damage to any Third Party's equipment and property, in connection with or related to the performance, mis-performance or non-performance of this Agreement and to extent such Claim is attributable to the negligence of HCA [Group]."

6.5 Whilst HCA will use reasonable endeavours to carry out the Services with a view to ensuring that any reports, certificate or other documentation issued as a result of the Services are accurate, HCA does not accept any liability to the Company or any Third Party for any errors or omissions that there may be in such reports, certificates or documentation. To the extent permitted by law, HCA admits no liability whatsoever for any Claims whatsoever resulting from any death, injury, accident, incident, occurrence or damage to property arising as a result of any reliance being placed on the reports, certificates or other documentation either by the Company or any Third Party and Company agrees to indemnify, defend and hold harmless HCA from any Third Party Claims accordingly.

## **7. FORCE MAJEURE**

If fulfilment of any of the terms of the Services shall be delayed, hindered or prevented by Force Majeure which shall include, but not be limited to, acts of God, adverse weather, war, strike or labour disputes, acts of the public enemy, rules and regulations of Governmental Authorities having jurisdiction or any other cause beyond the reasonable control of HCA, the parties shall consult together with a view to determining mutually acceptable measures to overcome the difficulties arising there from. In the event of a delay or prevention continuing for a period of 14 (fourteen) consecutive days by reason of a Force Majeure condition, then both Company and HCA each shall have the right forthwith to terminate the Services by giving notice in writing to the other Party.

## **8. CONTRACTOR'S STATUS**

In the performance of the Services, HCA shall be at all times independent and neither it nor the Personnel performing the Services shall be deemed to be employees of the Company. HCA's Personnel shall at all times be under the direct supervision and control of HCA, not of Company.

## **9. CONFIDENTIAL INFORMATION**

Each party shall treat as confidential and ensure that its employees, agents and contractors shall treat as confidential and not disclose to any other person, any commercial information relating to the Services or any material or information which may come to its knowledge relating to the other party's activities save that which is in or becomes a part of the public domain.

## **10. CONTRACTS (RIGHT OF THIRD PARTIES) ACT**

- 10.1 Except as provided in Clause 9.2, nothing in this Agreement is intended to confer any right to enforce any term of this Agreement which that person would have had under the Contracts (Rights of Third Parties) Act 1999.
- 10.2 A member of either Party's Group shall be entitled in its own right to enforce to benefit of the indemnities given under Clause 5, but no other Clause. Such right shall be conditional upon the party wishing to enforce the indemnity:
- (i) making a claim through the Party to whose group it belongs; and
  - (ii) executing a document in which it expressly accepts the choice of jurisdiction set out in clause 10.
- 10.3 Notwithstanding Clause 9.2, no right of the Parties to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Agreement, or to terminate this Agreement, shall be subject to the consent of any person who has rights pursuant to this Agreement under Clause 9.2.
- 10.4 In making a claim under this Agreement, the remedies of a member of a Party's Group shall be limited to claiming for damages.
- 10.5 Any person who has rights pursuant to this Agreement under Clause 9.2 shall be entitled to assign any benefit conferred on it pursuant to this Agreement.

**11. INTERPRETATION/PROPER LAW**

The Services and the construction and performance of the terms and conditions hereof shall be governed and construed in all respects in accordance with the laws of England and both parties hereby submit solely to the jurisdiction of the English Courts.

**12. INTELLECTUAL PROPERTY RIGHTS**

All rights of any description whatsoever in the Inspection Reports, Certificates or any other documentation provided for the Company by HCA from time to time shall at all times remain vested in HCA until full payment has been received by HCA from the Company.

**13. SEVERABILITY**

This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

**14. WAIVERS AND AMENDMENTS**

It is fully understood and agreed that none of these terms and conditions shall be deemed waived by either party unless such waiver is executed in writing and then only by the duly authorised agents or representatives of such party.

**15. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto.