

PART A

1. Basis of Services

- 1.1 The Customer has requested Forcys to supply the services of an engineer/s (“**Engineer**”) to perform the services stated in Forcys’ Order Acceptance or Confirmation (“**Services**”). The Order Acceptance or Confirmation is the document or email provided by Forcys confirming that it agrees to perform the Services on the terms agreed between the parties and detailing the same, including the location for performance, working hours, the estimated duration and the daily rate/s of the Engineer/s. The Order Acceptance or Confirmation, together with these terms and any further documents expressly incorporated in the Order Acceptance or Confirmation comprise the provisions of the contract between the parties (“**Agreement**”).
- 1.2 Where the Services are carried out outside of Forcys’ normal working area, or in situations that it considers that require additional protection, or offshore; then the provisions of Forcys’ Field Services-Additional Terms (“**Additional Terms**”) shall be stated in the Order Acceptance or Confirmation as applying as part of the Agreement, in addition to these terms. In the event of any inconsistency between these terms and any other provisions making up the Agreement, these terms and the Additional Terms shall prevail. In the event of any inconsistency between these terms and the Additional Terms, these terms shall prevail. Standard terms of the Customer on any purchase order, acceptance or other document are expressly excluded and do not form part of the Agreement.
- 1.3 Forcys agrees that the Engineer shall carry out the Services using reasonable skill and care and in accordance with normal industry practice. The Customer shall be responsible to Forcys for any claims, costs, damages and liabilities arising out of Forcys or the Engineer following any directions, instructions, designs, specifications, or other reliance on Customer supplied information or material.
- 1.4 Customer agrees to pay Forcys for the Services on a Time and Materials basis at the day rate stated in the Order Acceptance or Confirmation or otherwise at the Engineer/s normal daily rate (“**Charges**”). Unless otherwise stated in the Order Acceptance or Confirmation, payment shall be made within 30 days of receipt of a valid invoice from Forcys and Forcys shall send invoices monthly or at the end of the Services at its discretion.
- 1.5 Forcys is not responsible for delays or changes in the location of the Customer’s vessel in respect of a previously agreed embarkation at an agreed location on an agreed date and any additional Charges, costs and expenses incurred as a result of such change shall be at the risk and expense of the Customer.
- 1.6 Forcys shall use reasonable endeavours to accommodate requested changes to the agreed location or date and time of embarkation and timing of the Services, subject to availability of suitably qualified engineers.
- 1.7 Travel days and days when the Engineer is prevented from working due to delays on site or getting to or from the vessel or site, unavailability of the Customer’s vessel, facilities or materials etc., will be charged at the applicable day rate. Chargeable days commence on the date the Engineer commences travel from his home base and ends on the date the Engineer arrives back at his home base.
- 1.8 Expenses incurred in the performance of the Services including without limitation, for visas and other documentation necessary for travel, flights, accommodation and travel, taxi fares, meals and out of pocket expenditure of the Engineer, shall be reimbursed to Forcys at cost +15%.
- 1.9 The Charges are exclusive of amounts in respect of applicable taxes and levies and any charges or imposts of any kind including GST, sales taxes, excise duties and import or export duties or fees. The Customer shall, on receipt of a valid invoice from Forcys, pay to Forcys such additional amounts in respect of any such amounts as are chargeable on the supply of the Services.
- 1.10 The Customer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to Forcys such additional amount as will ensure that Forcys receives the same total amount that it would have received if no such withholding or deduction had been required unless required by law to pay the net amount, in which case the Customer shall fully co-operate with Forcys and shall provide such assistance and documentary evidence as requested in order for Forcys to re-claim the withheld tax from the relevant tax authority.

- 1.11 Customer shall supply reasonable and necessary information, facilities and assistance to Forcys and to the Engineer in connection with the performance of the Services. If required, the Customer shall supply all assistance and information for Forcys to obtain invitation letters, visas and work permits necessary for the Engineer to provide the Services, or shall itself provide the same. Without affecting its liability to Forcys hereunder, the Customer shall ensure that all obligations on it which need to be flowed down to and carried out by the vessel owner/operator/shipyard or any third party on its behalf shall be performed adequately by such third party.
- 1.12 The Services are anticipated to be carried out for the number of days and at the location/s stated in the Order Acceptance or Confirmation.
- 1.13 Subject to the other provisions of this Agreement, working hours are stated in the Order Acceptance or Confirmation.
- 1.14 The conditions under which the Engineer works and the hours worked shall be no less beneficial to him than those enjoyed by other members of the Customer's staff of equivalent status.
- 1.15 The Engineer shall not be asked to perform services outside of the scope of the Services.
- 1.16 Both parties shall perform their obligations in accordance with all applicable laws and regulations having the force of law. In particular Customer shall ensure that all health and safety laws, rules, regulations and obligations are complied with, including those referred to in the Additional Terms.
- 1.17 Forcys Engineers are supplied with normal personal protective equipment, (safety boots, overalls, hard hats, gloves and eye protection). Additional protective and other equipment shall be supplied free of charge by the Customer.
- 1.18 If there is a requirement to enter confined spaces, carry out lone working, or work in abnormal environments then it is the Customer's responsibility to conduct the necessary risk assessment and to provide the required personal safety equipment and other control measures reasonably necessary to mitigate risks, including the provision of personal gas monitors and/ or forced air if the working environment is a confined space.
- 1.19 The Customer will follow the applicable legal standards and also internationally accepted recommended standards for industry, and where relevant shipping and offshore working, with respect to health, safety and working conditions.
- 1.20 Engineers shall be authorised to refuse to or to stop work should they believe that their health and safety is being put in jeopardy due to any circumstances pertaining to the provision of the Services.
- 1.21 On completion of the Services the Customer shall if requested, ensure that any report provided by the Engineer is signed off by or on behalf of the Customer without delay.

2. Limitation and Exclusion of Liability

- 2.1 Any liability which Forcys may have for claims concerning damage to the physical property of the Customer or their employees, agents, customers or any third party contracted to the Customer, arising out of or in connection with this Agreement and the Services, however arising, shall be limited to \$1,000,000 (one million Australian dollars) in total, in respect of all claims.
- 2.2 Subject to clause 2.1 and to the remaining provisions of this clause 2, the liability of Forcys for any claims arising out of or in connection with this Agreement, however arising, shall be limited in respect of all claims in aggregate to the Charges paid by the Customer or \$100,000 (one hundred thousand Australian dollars), whichever is the greater.
- 2.3 Without prejudice to the remaining provisions of this clause 2, Forcys shall not, under any circumstances whatever, be liable, however arising for any:
 - 2.3.1 Direct or indirect loss of or damage to:
 - 2.3.1.1 revenue or profit; or
 - 2.3.1.2 goodwill or damage to reputation; or
 - 2.3.1.3 business; or
 - 2.3.1.4 production; or
 - 2.3.1.5 business opportunity; or
 - 2.3.1.6 bargain; or
 - 2.3.1.7 anticipated saving; or
 - 2.3.1.8 data, or for corruption of data or information; or

- 2.3.1.9 the cost of detachment, decommissioning and retrieval of any products or items and the attachment or commissioning of any products or items (except specifically agreed in writing to be part of the Services); or
- 2.3.1.10 any costs and liabilities arising from pollution or environmental damage caused directly or indirectly by any products or the Services; or
- 2.3.2 indirect or consequential loss or damage.
- 2.4 Customer shall assume and indemnify, defend, hold harmless and release Forcys from all liabilities costs claims and damages arising out of third party claims of any type against Forcys resulting from the performance of the Services.
- 2.5 The exclusions and limitations of liability contained in these terms shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies Forcys of the possibility of any greater loss or damage but all such exclusions shall only apply so far as permitted by law and in particular nothing in this Agreement shall affect liability:
 - 2.5.1 for death or personal injury caused by negligence to the extent prohibited by Section 24 of the Australian Consumer Law;
 - 2.5.2 for fraudulent misrepresentation or other fraud;
 - 2.5.3 for any breach of any obligations implied by the Sale of Goods Act 1923 (NSW) or the Competition and Consumer Act 2010.
- 2.6 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Forcys, including those relating to workmanlike performance and the skill and care to which the Services are to be performed, compliance with descriptions, the quality or the fitness for purpose of products and the Services which are not expressly set out in the Contract are excluded except to the extent such exclusion is prohibited or limited by law. Unless otherwise expressly agreed in writing time shall not be of the essence with regard to performance of the Services.
- 2.7 The term "however arising" when used or referred to in this clause 2 shall cover all causes and actions giving rise to liability of Forcys arising out of or in connection with the Agreement or the Services including without limitation:
 - 2.7.1 whether arising by reason of any misrepresentation (whether made after, prior to and/or in the Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise;
 - 2.7.2 whether arising under any indemnity or hold harmless provision.

3. Assignment

The Customer may not assign or transfer or sub-contract any of its rights, benefits or obligations under this Agreement without the prior written consent of Forcys. Forcys may sub-contract the performance of the Services to one of its affiliated companies.

4. Confidentiality

- 4.1 Each party undertakes that it shall not at any time during the Agreement and after termination disclose to any person the confidential information of the other party and shall only use the other party's confidential information as required to fulfil this Agreement.
- 4.2 Each party may disclose the other party's confidential information:
 - 4.2.1 to its employees, officers, agents, consultants, or sub-contractors ("**Representatives**") who need to know such information for the purposes of carrying out that party's obligations under this Agreement or receiving the benefit of the Services, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with confidentiality obligations no less than contained in this clause 4. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; or
 - 4.2.2 with the disclosing party's prior written agreement; or
 - 4.2.3 as may be required by law, court order or any governmental or regulatory authority.

- 4.3 Each party reserves all rights in its confidential information. No rights or obligations in respect of a party's confidential information other than those expressly stated in this Agreement are granted to the other party or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

5. Force Majeure

- 5.1 Neither party shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of an event beyond the reasonable control of a party (or any person acting on its behalf) ("**Force Majeure Event**").
- 5.2 A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:
- 5.2.1 notify the other party of the nature and extent of such Force Majeure Event; and
 - 5.2.2 use all reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as feasible.

6. Termination

- 6.1 Each party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other if:
- 6.1.1 that other party fails to pay any undisputed amount due under the Agreement on the required payment date and remains in default not less than 14 days after being notified in writing to make such payment; or
 - 6.1.2 that other party ceases trading, commences or is required to commence or participates in any activity associated with debt rescheduling, administration, bankruptcy, liquidation or winding up of the other party or other party's affiliates or subject to an attachment order on any part of its assets and such attachment order is not discharged within 14 days; or
 - 6.1.3 that other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
 - 6.1.4 any Force Majeure Event prevents Forcys from performing its obligations under this Agreement for any continuous period of one month.
- 6.2 Termination of this Agreement shall not prejudice any of the parties' rights and remedies which have accrued under the Agreement as at termination.

7. Compliance With Laws, Anti-Bribery, Anti-Facilitation of Tax Evasion and Anti-Slavery

- 7.1 The Customer warrants that it will fully observe and comply with all applicable UK, EU and local laws, rules, regulations and orders pertaining to the Field Engineering Services ordered, and, upon request, the Customer will furnish Forcys with certificates of compliance with such laws, rules, regulations and orders.
- 7.2 In particular and without prejudice to the remaining provisions of this Clause 7, the Customer shall:
- 7.2.1 comply with all applicable laws, statutes, regulations and codes relating to anti-corruption legislation, including but not limited to, the Australian Criminal Code Act 1995 (Cth), the UK Bribery Act 2010 and US Foreign Corrupt Practices Act 1977 ("Relevant Requirements");
 - 7.2.2 comply with all applicable Anti-slavery and human trafficking laws, statutes, regulations and codes ("Anti-Slavery Rules") from time to time in force, including but not limited to, the Australian Modern Slavery Act 2018 (Cth) and the Australian Criminal Code Act 1995 (Cth);
 - 7.2.3 not engage in any activity, practice or conduct which would constitute:
 - 7.2.3.1 an Australian tax evasion facilitation offence under sections 134 and 135 of the Criminal Code Act 1995 (Cth);
 - 7.2.3.2 a foreign tax evasion facilitation offence under the Criminal Finances Act 2017; or
 - 7.2.3.3 a Modern Slavery offence under section 270.3 of the Australian Criminal Code Act 1995 (Cth) if such activity, practice or conduct were carried out in Australia.
- 7.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures to:

- 7.3.1 ensure compliance with the Relevant Requirements, the Relevant Policies and the Anti-Slavery Rules;
- 7.3.2 prevent the facilitation of tax evasion by another person (including without limitation employees of the Customer) and ensure compliance with this clause 7,
- 7.4 promptly report to Forcys any request or demand for any undue or suspicious financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement;
- 7.5 immediately notify Forcys (in writing) if a public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer, and the Customer warrants that it has no such public officials as direct or indirect owners, officers or employees at the date of this Agreement; and
- 7.6 within 30 days of the date of this Agreement, and upon request thereafter, certify to Forcys in writing signed by an officer of the Customer, compliance with this clause 7.6 by the Customer and all persons referred to under clause 7.7. The Customer shall provide such supporting evidence of compliance as Forcys may reasonably request.
- 7.7 The Customer shall ensure that all of its agents, subcontractors and its affiliates who perform services or provide goods in connection with this Agreement do so only on the basis of a written contract with imposes on and secures from such persons terms equivalent to those imposed on the Customer in this clause 7. The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable for any breach of such persons of any of the Relevant Terms.
- 7.8 Breach of this clause 7 shall be deemed a material breach.
- 7.9 The Customer shall indemnify Forcys and its affiliates against any and all direct and indirect losses, liabilities, damages, costs and expenses (including but not limited to legal fees, consequential losses, loss of profits and loss of reputation) incurred by, or awarded against, Forcys or any of its affiliates as a result of:
 - 7.9.1 any breach of this clause 7 by the Customer or persons associated with the Customer (including, without limitation, its agents, representatives, subcontractors, partners or affiliates); and/or
 - 7.9.2 the termination of this Agreement by Forcys due to a breach of this clause 7.
- 7.10 Anti-Bribery Compliance:
 - 7.10.1 The Customer shall:
 - 7.10.1.1 not engage in any activity which could constitute bribery or corruption and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Australian Criminal Code Act 1995 (Cth) ("Relevant Requirements");
 - 7.10.1.2 act so as not to put Forcys, or its Representatives in breach of Forcys' anti-corruption policies and, where relevant, procedures notified from time to time ("Relevant Policies");
 - 7.10.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements;
 - 7.10.1.4 promptly report to Forcys any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;
 - 7.10.1.5 immediately notify Forcys (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);
 - 7.10.1.6 from time to time if required by Forcys confirm in writing it has complied with clauses 7.10.1.1 to 7.10.1.5 and provide information reasonably required by Forcys in support of such compliance and provide all assistance to Forcys with any investigation in respect of the Relevant Requirements;
 - 7.10.1.7 promptly report to Forcys if it is the subject of any investigation, inquiry, or enforcement proceedings or is debarred or suspended by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements.

- 7.10.2 The Customer shall ensure that any person associated with it in connection with the Contract does so on the basis of a written contract which imposes terms equivalent to those imposed on the Customer under this clause 7.10. The Customer shall be responsible for the observance and performance of such persons, and shall be directly liable to Forcys for any breach by such persons.
- 7.10.3 Notwithstanding any other terms of the Contract and without prejudice to any accrued rights it may have under the Contract or otherwise, Forcys shall be entitled to suspend performance of the Contract in whole or in part with immediate effect if at any time the Customer is in breach of clause 7.10.1 or 7.10.2 of the Contract or any of the events referred to in clause 7.10.1.1, 7.10.1.4 or 7.10.1.7 occur or are alleged and, in the opinion of Forcys, are prejudicial to Forcys' interests.
- 7.10.4 For the purpose of this clause 7.10, the meaning of "adequate procedures" and whether a person is "associated with" another person shall be determined in accordance with the Australian Criminal Code Act 1995 (Cth) and any related guidance issued pursuant to that Act.
- 7.10.5 The Customer shall indemnify, defend and hold harmless and keep Forcys indemnified against all sums suffered or incurred by Forcys in respect of all and any demands, liabilities, expenses, claims (including but not limited to any settlements of claims whether before or after the issue of proceedings), judgment sums (including but not limited to sums arising from consent orders or judgments), damages, direct, indirect or consequential losses, costs (including but not limited to legal and other professional costs) suffered or incurred by Forcys and its Affiliates arising out of or in connection with any breach of any of the provisions of clause 7.10.1 or 7.10.2 by the Customer.

8. Sanctions

- 8.1 For the purposes of this clause 8:
- 8.1.1 "Restricted Party" means a person or entity that is listed on, or owned or controlled by a person or entity listed on, any Sanctions List, or that is otherwise a target or subject of Sanctions Laws;
- 8.1.2 "Sanctions Authorities" means the Australian Sanctions Office, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, the European Commission, HM Treasury, the UN Security Council, the Department of International Trade and any other body that administers Sanctions Laws;
- 8.1.3 "Sanctions Laws" means all embargoes, regulations, codes, rules, decisions, directives or orders relating to and/or governing the imposition of economic or financial sanctions;
- 8.1.4 "Sanctions List" means the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identification List maintained by Australian Sanctions Office, the Office of Foreign Assets Control, the consolidated list of persons, groups and entities subject to EU financial sanctions, the Consolidated List of Financial Sanctions Targets maintained by HM Treasury, or any similar list maintained or public announcement of sanctions made, by any other Sanctions Authorities;
- 8.2 The Customer warrants and represents that it is not a Restricted Party.
- 8.3 The Customer shall and shall procure that relevant third parties it engages in connection with this Agreement (including subcontractors) shall comply with all applicable Sanctions Laws.
- 8.4 If the Customer becomes a Restricted Party or Forcys reasonably believes that the Customer has breached this clause 8, then without prejudice to any other rights or remedies that Forcys may have under this Agreement or otherwise, Forcys shall be entitled to:
- 8.4.1 suspend performance of any of its obligations under this Agreement without any liability to the Customer; and/or
- 8.4.2 terminate the Agreement with immediate effect.
- 8.5 Forcys shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from or is in connection with Sanctions Laws.

9. Survival of Obligations

- 9.1 Any term which is intended, expressly or impliedly, to continue, or to come into effect on termination or expiry of this Agreement shall continue in effect (or come into effect) on such termination or expiry.

10. Variation and Waiver

- 10.1 Any variation of this Agreement must be in writing and signed by or on behalf of the parties.
- 10.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by or on behalf of the party and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 10.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.
- 10.4 No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

11. Entire Agreement

- 11.1 These terms (together with the Order Acceptance or Confirmation, the Additional Terms (if applicable) and the documents expressly incorporated as part of the Agreement by the Order Acceptance or Confirmation), constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the contract.
- 11.2 Each of the parties acknowledges and agrees that:
 - 11.2.1 in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Agreement or not) which is not expressly set out in this the Agreement; and
 - 11.2.2 the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement shall be for breach of contract under its terms.
- 11.3 Unless specifically agreed to in writing and signed by or on behalf of Forcys, no terms of the Customer shall be incorporated into or otherwise form part of this Agreement, whether appearing on a purchase order or any other document.

12. Rights of Third Parties

- 12.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a person who is not a party to this Agreement.

13. Governing Law and Jurisdiction

- 13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, formation or existence (including non-contractual disputes or claims) shall be governed by and construed in accordance with Australian law excluding any conflicts of law principles that would direct the substantive law of another jurisdiction to apply.
- 13.2 The parties irrevocably agree that the courts of the State of New South Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter, formation or existence (including non-contractual disputes or claims).

PART B: Additional Terms**1. Scope**

These terms govern the supply by Forcys Inc, Forcys Limited (UK) and Forcys Australia Pty Limited as applicable (“**Forcys**”), of its Engineers to provide offshore or additional engineering services and are additional to the services terms which also apply between the parties.

2. Travel

- 2.1 The Customer shall supply reasonable and necessary information, facilities and assistance to Forcys and to the Engineer in connection with the performance of the Services. If required, the Customer shall supply all assistance and information for Forcys to obtain invitation letters, visas and work permits necessary for the Engineer to provide the Services, or shall itself provide the same.
- 2.2 Forcys is not responsible for delays or changes in the location of the Customer’s vessel in respect of a previously agreed embarkation at an agreed location on an agreed date and any additional costs and expenses incurred as a result of such change shall be at the risk and expense of the Customer.
- 2.3 Forcys shall use reasonable endeavours to accommodate requested changes to the agreed location or date and time of embarkation and timing of the Services, subject to availability of suitably qualified engineers.
- 2.4 Travel days and days when the Engineer is prevented from working due to delays on site or getting to or from the vessel or site, unavailability of the Customer’s vessel, facilities or materials etc., will be charged at the applicable day rate. Chargeable days commence on the date the Engineer commences travel from his home base and ends on the date the Engineer arrives back at his home base.
- 2.5 At Forcys’ discretion depending on the overall travel time and the opportunity for the Engineer to recover before commencing the Services, Forcys may book a business class or equivalent flight.
- 2.6 Forcys will arrange international and domestic flights for Forcys personnel, unless otherwise agreed in writing. The Customer shall provide safe travel from an agreed point in country to the work site or vessel at its own cost.
- 2.7 Forcys will review travel advice from government, the World Health Organisation and other relevant organisations before confirming the provision of the Engineer and reserves the right to decline a service request based upon this advice and to suspend or cancel any order or contract should updated advice, or the evidence of the Engineer lead Forcys to the conclusion that the risks to its staff, whether of death, physical injury, of crime, corruption, exposure to illness or injury, kidnapping, ransom or otherwise, are such that it will not accept the continuation of the Services.
- 2.8 In advance of acceptance of any service request or travel, Forcys will also require knowledge of the Customer’s induction and/or “Meet and Greet” procedures for the Engineer, including arrangements for safety and security, for review prior to agreement of any service request. Forcys reserves the right to decline a service request or travel request if the procedures are not acceptable to Forcys. If adequate “Meet and Greet” provisions have not been agreed prior to the commencement of travel then Forcys shall have the right to delay travel of the Engineer and the commencement of the Services until there is agreement on these provisions.

3. Accommodation

- 3.1 The Customer shall provide accommodation and meals at the work site/on board, free of charge, including an appropriate sleeping place, bed and clean bed linen, adequate toilet and washing facilities, and adequate refreshments including drinking water and meals. The terms “appropriate” and “adequate” shall be judged by reference to standards normally applicable in Western Europe unless otherwise agreed.

4. Working Hours

- 4.1 If the Customer believes that repeated long hours will be required then it is its obligation prior to the commencement of the Services to request the appropriate number of Engineers and the Customer shall be responsible for any consequent delays, faults, errors and health and safety issues arising from lack of staff.

- 4.2 In the interests of health and safety, the standard working day is no more than 12 hours. This may be exceeded in extreme circumstances at the discretion of the Engineer, but sufficient recovery time must be provided before the following shift commences. In exercising discretion the Engineer and Forcys shall have regard to the provisions of applicable law and health and safety provisions, including the Maritime Labour Convention relating to hours of work and rest. The Engineer and Forcys shall not be obliged to regard the economic considerations of the Customer as being extreme circumstances.

5. Repatriation

- 5.1 The Customer shall provide free of charge, emergency repatriation from a vessel or work site to a place of safety in the event of circumstances warranting emergency repatriation including without limitation damage or danger to the vessel or work site, sickness, injury, death, risk of infection, emergency, war, insurgency, civil unrest or natural disaster and shall perform such obligations to the fullest extent reasonably possible notwithstanding the existence of a Force Majeure Event.
- 5.2 In the case of the Engineer having a medical emergency on board a vessel or work site, then the Customer shall have the Engineer transferred from the vessel or work site to an agreed local hospital. Forcys will arrange any necessary emergency repatriation from the hospital back to the Engineer's home country.

6. General HSE and Working Conditions

- 6.1 Forcys Engineers are supplied with normal personal protective equipment, (safety boots, overalls, hard hats, gloves and eye protection). Additional protective and other equipment shall be supplied free of charge by the Customer.
- 6.2 If there is a requirement to enter confined spaces, carry out lone working, or work in abnormal environments then it is the Customer's responsibility to conduct the necessary risk assessment and to provide the required personal safety equipment and other control measures reasonably necessary to mitigate risks, including the provision of personal gas monitors and/ or forced air if the working environment is a confined space.
- 6.3 The Customer will follow the applicable legal standards and also internationally accepted recommended standards for industry, shipping and offshore working, with respect to health, safety and working conditions.
- 6.4 Engineers shall be authorised to refuse to or to stop work should they believe that their health and safety is being put in jeopardy due to any circumstances pertaining to the provision of the Services.

7. Additional Customer Responsibilities

The Customer shall be responsible for:

- 7.1 supplying a safe working environment and system of work at its work site;
- 7.2 treating the Engineer in no lesser way than it treats its own staff; and
- 7.3 complying with all applicable laws and regulations including those of the Maritime Labour Convention.

8. Communications and Sign off

- 8.1 Both Parties shall provide adequate and timely communication with the other.
- 8.2 On completion of the Services the Customer shall if requested, ensure that the report provided by the Engineer is signed off by or on behalf of the Customer without delay.

9. Flow down of Customer Responsibilities

Without affecting its liability to Forcys hereunder, the Customer shall ensure that all obligations on it which need to be flowed down to and carried out by the vessel owner/operator/shipyard or any third party on its behalf shall be performed adequately