

1. Definitions

In these terms and conditions of business the words and expressions set out below shall be defined as follows:

Agreement means the agreement between the Parties that incorporates the Terms and any agreed variations;

Charges means charges, dues, fares, tolls, costs, interest and all other sums of every description payable to the Company in respect of Services;

Company means ARB Wind Limited, a company having its registered office at Seaforth House, Seaforth Place, Burntisland, Fife, KY3 9AX (Reg. No. SC612536) or if stated otherwise in an Agreement, a member of the Briggs Group;

Customer means any person contracting with the Company for the provision of Services pursuant to an Agreement;

Guarantee means the performance guarantee provided on behalf of a Customer in accordance with Clause 29, and Guarantor the party providing such Guarantee;

Goods means any items, substance or property of any description;

Good Practice means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a skilled and experienced person engaged in performing its obligations;

Briggs Group means the Company, its holding company and any subsidiary or affiliate of any of them represented as part of “Briggs Marine Environmental Services Group” or the “Briggs Commercial Group”;

IMO means the International Maritime Organisation

Marine Services means all Services relating to the use of Vessels;

Party means the Company; the Customer; or the Guarantor (as the case may be) and Parties shall be construed accordingly;

Release Certificate means a written notice from the Company to the Guarantor confirming that the Guarantee has expired;

Services means including but not limited to the services of berthing, un-berthing, shifting, towing, lifting, transportation, carriage, warehousing, training, environmental protection, consultancy, balance of plant and asset assurance and such other activities as may be provided by the Company from time to time;

Terms means these standard terms and conditions of business;

UKSTC means the United Kingdom Standard Conditions for Towage and other Services (revised 1986); and

Vessel means every description of vessel however propelled or moved and includes anything constructed or used to carry persons or Goods by water; any seaplane on or in the water; any floating production storage and offloading Vessel; any hovercraft, submersible or semi-submersible craft of any kind.

2. Interpretation

2.1 The Terms shall be deemed incorporated in an Agreement as if the Terms are written into or physically attached to the other documents forming the Agreement. An Agreement shall supersede all other terms and conditions existing between the Parties. Any quotation or printed standard conditions that appear or are referred to elsewhere (such as on any documents of the Customer) shall have no legal effect whatsoever. No contract shall be made between the Parties until the Customer confirms in writing to the Company its acceptance of all terms of the Agreement, provided that if the Services commence and the Customer has not so confirmed within 5 days of receipt of the request to do so, then the Customer shall be deemed to have agreed to the terms of the Agreement.

2.2 The Clause and paragraph headings used in the Terms are inserted for ease of reference only and shall not affect construction.

2.3 Except where the context otherwise requires:

2.3.1 words importing one gender shall include any gender;

2.3.2 words importing individuals shall include corporations;

2.3.3 words importing singular shall include plural and vice versa;

2.3.4 words importing the whole shall include any part thereof.

2.4 References to statutory provisions and enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of the same and to any regulation, instrument or order or other subordinate legislation made thereunder.

3. Order of Precedence

3.1 In the event of any conflict between any of the provisions of an Agreement, the order of precedence between them shall be as follows:

3.1.1 the contents of the documents which state the Terms are incorporated shall prevail over all other parts;

3.1.2 the provision of any part of Clauses 18 to 25 shall prevail over any other Clauses in the Terms;

3.1.3 the provision of any part of Clauses 24 and 25 shall prevail over the UKSTC.

3.1.4 provided always that such resolution is to the extent of such conflict, but no further.

4.Provision of Services

4.1 The Company may provide the Services or may procure that the Services are provided by a member of the Briggs Group; or a successor or assignee or subcontractor of the Company.

4.2 The Company reserves the right to refuse to provide the Services for any reason (including, without prejudice to the foregoing generality, weather conditions or delay by the Customer prior to commencement of the Services) or to provide the Services at such times and/or subject to such further conditions as the Company may in its sole discretion impose.

4.3 The Company shall be entitled at any time, whether before commencement of the Services or at any other time during the Agreement, to provide a substitute Vessel or equipment of any kind, subject to the Customer's prior approval which shall not be unreasonably withheld.

5.Charges

5.1 The Charges for the Services shall be those quoted in writing to the Customer prior to forming the Agreement or, if no Charges have been quoted or a quotation is no longer valid, the Company's standard fees at the time the Services are provided shall apply.

5.2 All Charges are exclusive of any applicable Value Added Tax or similar tax that the Customer shall be liable to pay to the Company in addition to the Charges.

5.3 If the Company incurs additional, abnormal or unforeseen costs in providing the Services in accordance with these Terms those costs shall be payable by the Customer in addition to the Charges.

5.4 The Company's standard fees can be obtained on written application to the Company.

6.Payment

6.1 The Charges are due and payable within 30 days of the date of the invoice in respect of same, or within such other period as may have been agreed in writing.

6.2 The Customer must pay all Charges without deduction or set off. In the event that the Charges are not settled in full by the due date for payment, the Company may:

6.2.1 charge the Customer interest on the amount unpaid from and including the due date for payment up to the date of actual payment at the rate of 8% per annum above the base lending rate from time to time of the Bank of England; and/or

6.2.2 appropriate any payment made by the Customer to such Services as the Company thinks fit; and/or

6.2.3 recover from the Customer all costs incurred by the Company in attempting to recover the amounts then due by the Customer to the Company; and/or

6.2.4 suspend provision of the Services and/or require advance payment in respect of any future Services.

7.Cancellation

7.1 In the event that the Customer cancels its requirements for the Services at any time, the Company may recover from the Customer the full Charges due to it by the Customer or such lesser amount as the Company in its sole discretion may decide.

7.2 In the event of:

7.2.1 any default by the Customer in respect of an Agreement;

7.2.2 the Customer (being a body corporate) having a petition presented for its liquidation or administration (otherwise than a voluntary liquidation for the purpose of amalgamation or reconstruction), having a receiver appointed over any of its assets or undertakings, or becoming subject to any other insolvency proceedings or process;

7.2.3 the Customer (being an individual or partnership) becoming apparently insolvent, bankrupt or granting a trust deed for its creditors;

7.2.4 the Customer making any composition with its creditors or ceasing or threatening to cease carrying on business; or

7.2.5 the Company reasonably apprehending that any of the above mentioned events is likely to occur in relation to the Customer and notifying the Customer accordingly;

then without prejudice to any other right or remedy available to the Company, the Company may cancel the Services or suspend any further Services without any liability to the Customer. If the Services have been provided but not paid for, the Charges in respect of those Services shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary and if the Customer fails to so pay the Charges the Company shall be entitled to exercise all or any of the remedies competent to it pursuant to the Terms. This condition shall apply equally against the Customer and any agent, subcontractor, trustee, supervisor, receiver, liquidator or administrator of the Customer.

8.Lien

8.1 The Company has a right of lien over the property (including the Goods) of the Customer in the possession of the Company for all Charges due, damages caused by the Customer to the Company or its property and amounts owed by the Customer to the Company for general average and salvage. If such Charges and/or damages are not settled within 45 days of the due date for payment, the Company may sell such property as it thinks fit and shall apply the proceeds of sale in and towards satisfaction of the cost of the sale and outstanding Charges, and/or damages.

9.Warranties & Indemnities

9.1 The Customer warrants that it has full power to enter into an agreement to obtain the Services and to be bound by these Terms, either to itself or as agent for a principal.

9.2 The Customer hereby indemnifies, and shall keep indemnified, the Company from and against all loss, injury, damage or liability sustained, and all fees, costs and expenses incurred by the Company resulting from information provided by the Customer to the Company which proves to be incorrect and in respect of the Customer's breach of any agreement with the Company or the Terms, including any act, neglect, omission of fault by the Customer, its employees or its agents, and any fault or defect, in the Customer's or its principal's or its customer's Goods or property.

10.Liabilities

10.1 The Company shall have no liability (whether as a result of breach of contract, the negligence of the Company or otherwise) to the Customer for any loss or deferment of profits, revenue or production; increased costs of production; loss of goodwill, business or contracts; liabilities of the Customer to any third party; any consequential or indirect loss of the Customer; or loss of any other nature whatsoever suffered or incurred by the Customer in connection with or arising out of the supply of the Services.

10.2 The provisions of Clause 10.1 shall not apply in respect of any liability of the Company for death or personal injury to any person.

10.3 Any error or omission in any promotional literature, quotation, invoice or other document issued by the Company, shall be subject to correction without liability on the part of the Company.

10.4 The Customer shall be liable for any damage caused to the Company's equipment, caused by the condition or quality of the Goods or by any foreign or extraneous material within the Goods.

10.5 Without prejudice to any other provisions of the Agreement any liability of the Company to the Customer in respect of any contract governed by these Terms (other than in respect of death or personal injury caused by the Company's negligence) shall be limited to the aggregate of the sums paid or payable by the Customer under the relevant Agreement.

11.Force Majeure

11.1 The Company shall not be liable to the Customer, or be deemed to be in breach of any Agreement by reason of any delay in performing, or any failure to perform any of the Company's obligations in relation to the Services, if the delay or failure was due to any force majeure event which includes but is not limited to:

11.1.1 act of God, inclement weather, epidemics, explosion, flood, fire or accident;

11.1.2 war (declared or undeclared) or threat of war, sabotage, terrorism, piracy, insurrection, civil disturbance or requisition;

- 11.1.3 acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.1.4 import or export regulations or embargoes;
- 11.1.5 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 11.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.1.7 power failure or breakdown in machinery;
- 11.1.8 pests, insects or vermin;
- 11.1.9 decisions of the Master of the Vessel to deviate from any agreed course or work schedule, or to delay sailing for any reason including: for the purpose of saving life; to assist other vessels in distress; for the safety of the cargo, crew or Vessel; and/or any other reasonable purpose; and
- 11.1.10 any other cause beyond the Company's reasonable control, which makes performance of the obligations under these Terms impossible.

12. Customer's Obligations

12.1 The Customer shall be bound to act with Good Practice and with the provisions of any licence or permission granted to the Company from time to time in respect of the storage or handling of Goods that have been notified to the Customer and, in particular, for carrying out such temperature or other monitoring as may be necessary or desirable to prevent combustion, heating or other damage to the Goods.

12.2 In the event that the Goods comprise or include asbestos or nuclear or radioactive material, the following provisions shall apply:

12.2.1 the Customer shall be obliged to provide the Company full details of the nature and content of the Goods, and any particular IMO requirements for storage or handling of the Goods;

12.2.2 without prejudice to any other provisions of these Terms, the Company shall be entitled to refuse to provide the Services, or to provide them subject to such terms and conditions as it may think fit;

12.2.3 the Company shall not be liable for any loss, damage, costs, expenses or other claims in respect of such Goods and the Customer shall free, relieve and indemnify the Company in respect thereof; and

12.2.4 the Customer shall, and by acceptance of these Terms, does hereby indemnify the Company in respect of any loss, injury or damage suffered by the Company, its agents, contractors or employees, and by any third party, in respect of the provision of the Services by the Company in respect of such Goods.

13. Additional Costs and Expenses

13.1 All taxes, costs and expenses payable by the Customer shall, unless otherwise agreed, be paid by it. If however, any such tax, cost or expense is in fact paid by or on behalf of the Company (notwithstanding that the Company shall under no circumstances be under any

obligation to make such payments on behalf of the Customer) the Customer shall reimburse the Company on the basis of the actual cost to the Company upon presentation of the invoice.

13.2 The Customer, unless expressly agreed otherwise in writing, shall in particular bear and pay:

13.2.1 All port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of the Marine Services;

13.2.2 All taxes (other than those normally payable by the Company) stamp duties or other levies payable in respect of or in connection with the payments of hire or other sums payable under the Terms for the Services to be performed, any customs or excise duties and any costs, dues or expenses payable in respect of any necessary permits or licences;

13.2.3 The cost of the services of any assisting tugs or other Vessels when deemed necessary by the tug master or prescribed by port or other authorities; and

13.2.4 All costs and expenses necessary for the preparation of the Company's Vessels for towing including such costs or expenses as those of raising the anchor off the tow or tending or casting off any moorings of the tow.

14.Himalaya Clause

14.1 All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by the Agreement or by any applicable statute, rule or regulation for the benefit of the Company shall also apply to and be for the benefit of the subject Vessel, the operators, master, officers and crew of that Vessel, and to be for the benefit of all members of the Briggs Group.

14.2 The Company shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, parties and Vessels set forth in Clause 14.1, but only for the limited purpose of contracting for the extension of such benefits to such persons, parties and Vessels.

15.Insurance

The Customer shall, at its own expense, fully insure all personnel and Goods against all insurable risks throughout the duration of the Agreement. The cost and arranging of insurance of any tow in connection with any Marine Services shall be the sole responsibility of the Customer.

16.Passing of Title

16.1 Where Goods are being sold to the Customer the legal title in any of those Goods shall not pass from the Company until:

16.1.1 the Customer has paid for such Goods and all parts of the Charges relating to such Goods plus VAT in full; and

16.1.2 no other sums whatever shall be due from the Customer to the Company.

16.2 The Customer shall not in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

17.Waiver

17.1 No failure forbearance or delay by the Company to enforce or otherwise require performance of any of the provisions of these Terms, or of an Agreement shall be or be construed as a waiver of the Company's rights.

17.2 No actual, deemed or implied waiver by the Company of any breach by the Customer of these Terms or of any such Agreement shall be considered as a waiver of any prior, concurrent or subsequent breach of the same or any other provision.

18.Conditions of Storage and Handling

18.1 Clauses 18 to 21 apply specifically to all storage of Goods in or upon the Company's premises, provided always that it is expressly agreed the Company is not acting or holding itself out as a warehouseman or depositary.

18.2 The Customer acknowledges and accepts that unless otherwise agreed in writing the storage of Goods shall take place in premises that although enclosed or partially enclosed are not always (if at any time) locked or otherwise secured.

19.Customer's Rights and Obligations

19.1 When a Customer presents Goods for storage, it shall:

19.1.1 present the Goods in a condition suitable for storage, and which complies with all relevant statute or other regulation. Dangerous goods should be packed and stowed and stored in accordance with the IMO International Maritime Dangerous Goods (IMDG) Code and always to the full satisfaction of the Master of the Vessel.

19.1.2 where the Goods require any special treatment, provide full instructions for treatment of them;

19.1.3 give the Company prior written notification in respect of all dangerous substances and dangerous Goods (as defined in the IMDG Code); or any other dangerous weapon, damaging or explosive article, and shall comply in all respects with the said Code, or the directions or requirements of the all applicable health and safety laws and regulations in respect of such substances; and

19.1.4 pay for all necessary permits and licences.

19.2 Any delay arising out of the provisions of Clause 19.1 shall be at the expense of the Customer.

19.3 The Customer may inspect the Goods from time to time during business hours, provided that the Customer gives the Company reasonable notice and the person sent to inspect the Goods provides written authority to the Company of his authority to do so.

20. Company's Rights and Obligations

20.1 The Company shall be entitled in its sole discretion:

20.1.1 to refuse to accept Goods for storage;

20.1.2 to open packages to ascertain the conditions of Goods, either prior to accepting the Goods for storage, or during the course of storage. The Customer agrees and acknowledges that subject to the Company employing reasonable skill and care the Company shall not be liable for any damage caused to the goods;

20.1.3 to inspect the Goods during storage, and where, in the reasonable opinion of the Company, Goods have deteriorated, or have ceased to be in a condition suitable for storage, or have ceased to meet the requirements of any relevant statute or other regulation, or are likely to cause damage to other Goods or property, to serve notice on the Customer to remove those Goods, if necessary or desirable;

20.1.4 where the Customer, having received a notice in accordance with Clause 20.1.3, fails to remove the Goods to alternative storage or, where removal is not practical may destroy the Goods. The Customer shall be responsible for the cost of all removal or destruction.

20.2 If the Customer is unable to provide the Company with a document of title to the Goods, or if there is an irregularity of the title, the Company may retain the Goods until it is satisfied as to the title of the person claiming the Goods. The Company may insist on the Customer or that person providing an indemnity satisfactory to the Company prior to releasing the Goods.

20.3 If the Goods stored by the Company are not collected by the Customer, or its agent, within 14 days of a written request from the Company that it does so, the Company may at its sole discretion remove them to a warehouse or other place of storage, all at the expense of the Customer.

21. Storage Charges

21.1 Unless expressly included as part of any other Charge for Services provided by the Company, Charges for storage shall be paid according to Clause 5.

22. Conditions of Hire – Cranes and Forklifts

22.1 A mobile crane or forklift vehicle (hereinafter "Crane") may be hired from the Company by a Customer at the relevant Charges, subject to the Agreement and the following conditions:

22.1.1 the Customer shall provide slings, chains and any other gear necessary for attaching to the Crane the article to be lifted or, where supplied with the Crane, accepts said slings, chains and any other gear as suitable for the intended purpose, and shall be liable for any claims attributable in any way to the provision, use or failure of such slings, chains and other gear. All labour for preparing, fixing and unfixing slings, chains and any other gear and for stowing and un-stowing the article

shall be provided by, and at the risk of, the Customer unless otherwise agreed in writing;

22.1.2 the Customer shall be responsible for ensuring against overloading, and for any claims of any kind whatsoever attributable to overloading;

22.1.3 the Customer shall observe any instructions as to its operation and use given by the Company and/or any operator or other person provided by the Company in connection with the Crane, and shall be responsible for any claims arising as a result of failure to observe any such instructions;

22.1.4 to the fullest extent permitted by law the Company shall not be responsible for any claims attributable to the non-availability at the time required or failure of any Crane, from whatsoever cause;

22.1.5 the Customer shall be responsible for, and shall indemnify the Company against any loss, damage, costs, expenses or other claims in respect of the Customer's operation of any Crane;

22.1.6 the Company shall not be liable for any loss, damage, costs, expenses or other claims in respect of such Goods and the Customer shall relieve and indemnify the Company in respect thereof; and

22.1.7 if an employee of the Company operates any Crane on behalf of the Customer then the Customer shall indemnify, and shall keep indemnified, the Company from any employment liability in respect of such employee.

22.2 The Company reserves the right to withdraw the use of any Crane at any time without notice.

23. Marine Services

23.1 Clauses 24 to 26 apply specifically to all Vessel hire, towage and any other Marine Services.

24. Customer's Rights and Obligations

24.1 The Company may ask the Customer to provide written details of the Customers' requirements or any other details as the Company may in its sole discretion deem appropriate, prior to it commencing provision of the Marine Services and without any liability arising from any resulting delay.

24.2 Where the Customer hires a Vessel from the Company, it shall use it properly and return it in the same condition as it was when the Vessel was hired, fair wear and tear excepted.

24.3 The Customer shall comply with all directions it receives from the Company, and shall obtain and comply with all necessary licences, consents, and permits for the Marine Services.

24.4 The Customer shall pay for any delays loading or unloading at any port for any reason that is out with the Company's control.

24.5 Where the Company makes available any Vessel to any Customer, its servants, invitees or agents, for transportation purposes, the provisions of the Terms shall apply in respect of any loss, injury or damage (so far as the same may be excluded by law) arising in respect of any such transportation. Where any document issued by the Company to the Customer, its servants, invitees or agents, in respect of any such transportation contains additional items, conditions or wording, those terms, conditions or wording shall be deemed incorporated into these Terms. In the event of a conflict between those terms, conditions or wording and Clauses 24 and 25, the additional terms, conditions or wording shall apply.

25. Company's Obligations & Rights

25.1 Where the Company is to provide a Vessel for hire, it shall use reasonable endeavours to provide a Vessel suitable for the Customer's stated purpose.

25.2 Where the Services the Company is to provide consist of towage of any Vessel, and or the supply of any barge, UKSTC shall apply in addition to the Terms.

25.3 Nothing contained in these Terms shall limit, prejudice or preclude in any way any legal rights which the Company may have against the Customer including, but not limited to any rights which the Company or its servants or agents may have to claim salvage or special compensation for any extraordinary Services rendered to Vessels or anything aboard Vessels by any Vessel owned or operated by the Company. Notwithstanding anything contained in the Terms to the contrary the Company shall have the benefit of all limitations of, and exemptions from, liability accorded to the owners of Vessels by any applicable statute or rule of law for the time being in force.

26. Dispute Resolution

26.1 All disputes arising out of or in connection with these Terms or any Agreement, shall, if possible, be resolved amicably by informal negotiation between the Parties.

26.2 A Party shall immediately notify the other Party of any dispute, controversy or claim arising out of or relating to these Terms or of any Agreement between the Parties (Dispute Notice). Within 7 days after a Dispute Notice is issued, representatives of the Company and the Customer shall meet for resolution. The meeting shall take place at a place to be agreed by the Parties or failing this agreement at the Company's offices in Burntisland.

26.3 If a dispute is not settled within 7 days after the day the Dispute Notice was issued, the Parties shall proceed to mediation as follows:-

26.3.1 Either party may at any time and from time to time elect to refer the dispute mediation by service on the other party of a written notice (Mediation Notice) calling on the other party to agree a mediator;

26.3.2 The other party shall thereupon within 4 business days of receipt of the Mediation Notice confirm that they agree a mediator, failing which on the application of either party a mediator will be appointed promptly by the President of the Law

Society of Scotland or such person as the President may designate for that purpose;

26.3.3 The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator;

26.3.4 The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest, subject to any contrary provisions in the Terms; and

26.3.5 The mediation process shall be without entirely prejudice and confidential.

26.4 If the mediation shall fail to produce a resolution within 7 days of it being commenced then either Party shall be free to pursue any other remedies which may be available to it including commencement of proceedings in the relevant Court for determination provided that it shall have first complied with Clauses 26.1 and 26.2

26.5 The costs of any mediation pursuant to Clause 26.3 shall be borne by the Parties in equal shares unless otherwise agreed by the Parties in resolution of the dispute.

27. Notices

27.1 Any notice to be given by either Party to the other under these Terms shall be in writing, addressed to the other at its registered office, principal place of business, or such other address as may at the relevant time have been notified pursuant to the Agreement and may be sent by email, first class recorded mail or by personal service.

27.2 Any such notice shall be deemed to have been received, if delivered personally, at the time of delivery; if by first class recorded post, at the expiration of 2 days after the time of posting to an address in the UK or 5 days for an international address; or if by email or fax, at the recorded time of completion of transmission by the sender.

28. Confidentiality

28.1 Each Party shall keep confidential the existence, terms and subject matter of any Agreement and all information received or obtained as a result of negotiating, preparing, executing, performing or implementing it which relates to the other Party (collectively, Confidential Information).

28.2 Neither Party shall use the Confidential Information for any purpose other than to perform its obligations under any Agreement.

28.3 Notwithstanding the other provisions of this Clause, either Party may, after consultation with the other Party whenever practicable, disclose Confidential Information if and to the extent:

28.3.1 required by law; or

28.3.2 required by any regulatory or governmental or other authority with relevant powers to which either Party is subject or submits (whether or not the requirement for information has the force of law); or

28.3.3 required by any securities exchange on which either Party's securities are listed or traded; or

28.3.4 required to enable that Party to enforce its rights under this Agreement; or

28.3.5 required by its professional advisers, officers, employees, consultants, sub-contractors or agents to provide their services (and subject always to similar duties of confidentiality); or

28.3.6 that information is in or has come into the public domain through no fault of that Party; or

28.3.7 the other Party has given prior written consent to the disclosure.

29. Guarantee of Performance

29.1 Where, as a pre-condition to entry into an Agreement the Customer is obliged to provide a guarantor to guarantee the Customer's performance of the Agreement, the Guarantor shall confirm in writing that it has agreed to do so at the request from the Customer.

29.2 The Guarantor, waiving all objections and defences under the Agreement, hereby irrevocably guarantees to the Company, the due performance of the Customer's obligations, in particular the redelivery of any Vessel and payment of all Charges in the event that the Customer has failed to perform during the period of the Agreement or within 45 days from the completion of the Services, upon receipt by the Guarantor of the Company's written notice of demand accompanied by a copy of the Company's written claim to the Customer and its statement that the Company has not received satisfaction or payment of such claim from the Customer.

29.3 This guarantee shall, notwithstanding any other provisions of the Agreement, expire not earlier than 6 months from the date of completion or cessation of the Services or following issuance of a Release Certificate by the Company to the Guarantor whichever is earlier by which date the Guarantor must have received notice of demand.

30. Legal

30.1 The Terms and any Agreement shall be governed by the law of Scotland and the Parties hereby prorogate the exclusive jurisdiction of the Scottish Courts.

30.2 If any provision of the Terms is held to be invalid or unenforceable by any judicial or other competent authority, all other remaining provisions of the Terms shall remain in full force and effect.

30.3 Nothing in the relationship between the Parties under the Terms, nor any Agreement constitutes a partnership and further does not confer upon the Customer any rights of property, occupation, or security of tenure in respect of the equipment facilities or any other property of or under the control of the Company.



30.4 Any variation of the Terms or any Agreement shall be valid only if made in writing and signed on behalf of each Party.