



TOCO General Conditions of Contract - Minor Services

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1. DEFINITIONS

The following definitions shall be used for the purpose of interpreting the SUBCONTRACT. Further definitions not contained in this Clause shall apply to the Section in which they are stated and subsequent Sections thereafter.

- 1.1 "ADDITIONAL CONDITIONS" shall mean any Special Conditions or SUBCONTRACT clauses, contained within, attached, or appended to the SUBCONTRACT and which forms an integral part of the SUBCONTRACT. ADDITIONAL CONDITIONS shall, in the event of any conflict or ambiguity arising, take precedence over these General Conditions of Contract.
- 1.2 "CLIENT" shall mean the party to which the COMPANY has entered into a separate contractual relationship for which the requirements of the SUBCONTRACT are destined.
- 1.3 "COMPANY" shall mean the person, persons, firm or company named in the SUBCONTRACT to receive the SERVICES hereinafter defined and shall include the COMPANY's legal personal representatives, successors and assigns.
- 1.4 "COMPLETION" means completion of the whole of the SERVICES in accordance with Clause 25.
- 1.5 "LOCAL LAW" means the laws of the country in which the COMPANY is located as derived from the COMPANY address in the SUBCONTRACT.
- 1.6 "PRICE" means the agreed monetary value(s) for the delivery of the SERVICES as detailed in the SUBCONTRACT. Unless specified otherwise in the SUBCONTRACT the PRICE is fixed and firm for the duration of the SUBCONTRACT, is exclusive of applicable Value Added Tax ("VAT") but subject to applicable VAT, and includes all other taxes, duties, fees or any other fiscal charges as may be applicable.
- 1.7 "PROGRAMME" means the detailed work plan for carrying out, delivering and completing the SERVICES.
- 1.8 "SERVICES" means all work, services and labour that the SUBCONTRACTOR is required to carry out in accordance with the provisions of the SUBCONTRACT.
- 1.9 "SUBCONTRACT" shall mean the contract formed by the acceptance of this SUBCONTRACT and shall incorporate these General Conditions of Contract and any applicable ADDITIONAL CONDITIONS.
- 1.10 "SUBCONTRACTOR" shall mean the person, persons, firm or company named in the SUBCONTRACT to supply SERVICES hereinafter defined and shall include their legal personal representatives, successors and assigns.
- 1.11 "TECHNICAL INFORMATION" means the scope, specifications, drawings and documentation and such like provided by the COMPANY to the SUBCONTRACTOR necessary to deliver the SERVICES.
- 1.12 "WORKER WELFARE PROCEDURE" means the COMPANY procedure as updated by the COMPANY from time to time which defines the requirements for the promotion of worker welfare and the eradication of modern slavery, as found in the TECHNICAL INFORMATION or accessible in the COMPANY main office and available to the SUBCONTRACTOR on demand.
- 1.13 "WORKSITE" means the lands and other places on, under, in or through which any SERVICES are to be performed including onshore installations, facilities, offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the SUBCONTRACT.

2. INTERPRETATION

- 2.1 All contractual correspondence such as instructions and notices shall be in writing with all such documentation being in the English language.
- 2.2 If for any reason it is considered necessary by the COMPANY to give an instruction to the SUBCONTRACTOR orally in the first instance, the SUBCONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances.
- 2.3 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.
- 2.4 Where so indicated in the SUBCONTRACT any specified quantities are merely estimates and do not indicate a firm commitment by the COMPANY for the supply of these quantities.

3. REPRESENTATIVES

- 3.1 The COMPANY and the SUBCONTRACTOR will both appoint representatives in order to efficiently and effectively manage delivery of the SERVICES.

4. SUBCONTRACTORS GENERAL OBLIGATIONS

- 4.1 The SUBCONTRACTOR must acknowledge receipt and acceptance of the SUBCONTRACT without reservation within 10 days from the date of issuance of the SUBCONTRACT. In the event that the SUBCONTRACTOR does not formally acknowledge receipt or acceptance of the SUBCONTRACT, but commences performance of the SUBCONTRACT requirements, it is deemed and agreed that the SUBCONTRACTOR consents and accepts the SUBCONTRACT on the terms contained therein.
- 4.2 The SUBCONTRACTOR shall carry out all of its obligations under the SUBCONTRACT and shall deliver the SERVICES with all due care and diligence and with the skill to be expected of a reputable SUBCONTRACTOR experienced in the supply of the types of SERVICES to be carried out under the SUBCONTRACT.



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- 4.3 The SUBCONTRACTOR will ensure that the SERVICES will meet the COMPANY's requirements as set out in the TECHNICAL INFORMATION or the SUBCONTRACT with regard to any quality, fitness for purpose, timeliness, quantity or other requirements.
- 4.4 Any materials supplied by the SUBCONTRACTOR to the COMPANY shall be new, of good quality and workmanship, fit for the purposes specified in the SUBCONTRACT or may be reasonably inferred from it, or where no such purpose is specified, fit for its ordinary purpose.
- 4.5 Time is the essence of the contract and the SUBCONTRACTOR shall be responsible for the timely provision of all SERVICES to meet the contractual COMPLETION date.
- 4.6 The SUBCONTRACTOR where required to do so by the COMPANY shall permit free access to the WORKSITE to any third parties and shall co-operate with them and afford all reasonable facilities to them.
- 5. COMPANY PROVIDED MATERIALS AND SERVICES**
- 5.1 The COMPANY shall provide the materials and equipment as specified in the SUBCONTRACT for SUBCONTRACTORS specified use whereupon the SUBCONTRACTOR shall be responsible for the safe storage and use and shall bear the full risk but not the title in same.
- 6. SUBCONTRACTOR TO INFORM ITSELF**
- 6.1 The SUBCONTRACTOR shall be deemed to have satisfied itself as to the full extent and nature of the SERVICES, the correctness and sufficiency of the rates and prices quoted, the TECHNICAL INFORMATION provided, all general and local conditions and all other matters which could affect efficient delivery and execution of the SUBCONTRACT. Any failure by the SUBCONTRACTOR to take account of matters which affect delivery will not relieve the SUBCONTRACTOR from its obligations under the SUBCONTRACT.
- 7. DUTY TO INFORM**
- 7.1 The SUBCONTRACTOR shall notify the COMPANY without undue delay of all things which in the opinion of the SUBCONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in the SUBCONTRACT or the TECHNICAL INFORMATION or which conflicts with applicable law.
- 7.2 The SUBCONTRACTOR shall notify the COMPANY without delay of any accidents which occur in connection with the carrying out of the requirements of the SUBCONTRACT and/or events affecting or likely to affect the delivery or completion of the SERVICES.
- 8. ASSIGNMENT**
- 8.1 The SUBCONTRACTOR shall assign neither the SUBCONTRACT nor any part of it nor any benefit or interest in or under it to another party.
- 9. SUBCONTRACTOR PERSONNEL**
- 9.1 The SUBCONTRACTOR undertakes to provide sufficient personnel at all times to ensure proper delivery and completion of the SERVICES in accordance with the provisions of the SUBCONTRACT.
- 9.2 All personnel engaged in the delivery of the SERVICES shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice. The SUBCONTRACTOR shall verify all relevant qualifications of such personnel.
- 10. PROGRAMME**
- 10.1 The SUBCONTRACTOR shall be responsible for producing a work plan for the programming of the SERVICES and shall use the work plan for progress reporting, scheduling, forecasting, controlling delivery and completion of the SERVICES to meet the contractual COMPLETION date.
- 11. TECHNICAL INFORMATION**
- 11.1 The COMPANY shall provide the TECHNICAL INFORMATION to the SUBCONTRACTOR and may during the execution of the PROGRAMME modify the TECHNICAL INFORMATION as may be necessary for the proper delivery of the SERVICES whereupon the SUBCONTRACTOR shall comply with the same.
- 12. INSPECTION AND TESTING**
- 12.1 The SUBCONTRACTOR shall carry out all tests and inspections detailed in the SUBCONTRACT. If the COMPANY so requires, the SUBCONTRACTOR shall inspect, test or retest the products of the SERVICES in order to confirm that the requirements of the SUBCONTRACT are met.
- 12.2 In order to confirm that the requirements of the SUBCONTRACT are met, the COMPANY has the right, but not the obligation, to inspect, test and examine all things provided by the SUBCONTRACTOR against the SUBCONTRACT at all times, together with all documentation relating thereto, and to reject any item which does not comply with the requirements of the SUBCONTRACT.



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12.3 Upon receiving notice of rejection the SUBCONTRACTOR shall immediately commence to reperform, repair or replace the defective part of the SERVICES and shall carry out such inspections and/or tests on other parts as the COMPANY may require to ensure that there are no similar parts that fail to comply with the requirements of the SUBCONTRACT.

13. VARIATIONS

13.1 The COMPANY has the right to issue instructions to the SUBCONTRACTOR at any time to make any revision to the SERVICES.

13.2 On receipt of any such instruction, the SUBCONTRACTOR shall proceed immediately as instructed. The SUBCONTRACTOR shall at the same time immediately advise the COMPANY of the effect of the instruction upon the PRICE and the contractual COMPLETION date.

13.3 A variation to the PRICE and/or the contractual COMPLETION date shall be duly assessed by the COMPANY and if deemed fair and reasonable shall be granted by the COMPANY at its sole discretion.

14. SUSPENSION

14.1 The COMPANY shall have the right, by notice to the SUBCONTRACTOR, to suspend the delivery of the SERVICES or any part thereof, for default on the part of the SUBCONTRACTOR; for safety reasons or to suit the convenience of the COMPANY.

14.2 Upon receipt of any such notice, the SUBCONTRACTOR shall discontinue delivery of the SERVICES or the part of the SERVICES detailed in the notice and properly protect and secure work in progress as required by the COMPANY.

14.3 If suspension results from default on the part of the SUBCONTRACTOR, any additional costs reasonably incurred by the COMPANY as a direct result shall be recoverable by the COMPANY from the SUBCONTRACTOR.

14.4 The COMPANY may, by further notice, instruct the SUBCONTRACTOR to resume work to the extent specified.

15. TERMS OF PAYMENT

15.1 For the performance and completion of the SERVICES, the COMPANY shall pay or cause to be paid to the SUBCONTRACTOR the amounts detailed in the SUBCONTRACT, in the manner specified in this Clause and, following receipt of a properly constituted and correct invoice, within a period of 90 days or the period specified elsewhere in the SUBCONTRACT for payment whichever is the longer.

15.2 All things to be supplied or performed by the SUBCONTRACTOR under the SUBCONTRACT shall be deemed to be included in the SUBCONTRACT.

15.3 The SUBCONTRACTOR shall submit to the COMPANY a proper and correct invoice for the due payment upon COMPLETION.

15.4 All prices quoted in the SUBCONTRACT are exclusive of VAT, but subject to it as applicable, and which shall be charged by, paid and accounted to the relevant tax authority by the relevant PARTY as is required under prevailing VAT legislation.

15.5 Accompanying any invoice submitted by the SUBCONTRACTOR after COMPLETION shall be a schedule of all items for which, in the opinion of the SUBCONTRACTOR, payment is due under the SUBCONTRACT.

15.6 Each invoice shall be forwarded to the address given in the SUBCONTRACT.

15.7 The COMPANY shall make payment in respect of such invoices in the currency detailed in the SUBCONTRACT to the nominated bank account of the SUBCONTRACTOR.

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

15.9 If the COMPANY at any time incurs costs which, under the provisions of the SUBCONTRACT, the COMPANY is entitled to recover from the SUBCONTRACTOR, the COMPANY may invoice the SUBCONTRACTOR for such costs, provided always that the COMPANY may deduct the amount of such costs from any amount due, or that may become due to the SUBCONTRACTOR under the SUBCONTRACT.

16. TAXATION

16.1 The SUBCONTRACTOR shall, be responsible for:

- (a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the SUBCONTRACTOR is liable, now or hereafter levied or imposed by any appropriate governmental authority, arising from this SUBCONTRACT; and
- (b) compliance with all statutory obligations to make deductions on account of tax and remit the required amounts to any appropriate governmental authority; and



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- 16.2 The SUBCONTRACTOR shall supply to the COMPANY all such information, in connection with activities under the SUBCONTRACT, as is necessary to enable the COMPANY to comply with the lawful demands for such information by any appropriate governmental authority.
- 16.3 The SUBCONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY against all levies, charges, contributions and taxes and any interest or penalty thereon which may be assessed, by any appropriate governmental authority, on the SUBCONTRACTOR in connection with the SUBCONTRACT and from all costs reasonably incurred in connection therewith.
- 16.4 If the COMPANY receives a notice requiring it to pay any levies, charges, contributions or taxes and/or any interest or penalty thereon in connection with the SERVICES or the SUBCONTRACT, the COMPANY shall forthwith notify the SUBCONTRACTOR who shall work with the COMPANY to make all reasonable endeavours to make any valid appeal against such payment. If the COMPANY is ultimately required to make such payment, the COMPANY may recover from the SUBCONTRACTOR any such sums and all costs reasonably incurred in connection therewith and the SUBCONTRACTOR shall pay to the COMPANY any such sum or the COMPANY shall be entitled to deduct an relevant sums from monies due to the SUBCONTRACTOR.

17. OWNERSHIP

- 17.1 The COMPANY shall retain title to COMPANY provided items and information, including but not limited to, TECHNICAL INFORMATION and materials and equipment. The PERMANENT WORK shall be and shall remain the property of the CLIENT.
- 17.2 All equipment, materials and supplies provided by the SUBCONTRACTOR for incorporation into the PERMANENT WORK shall become the property of the COMPANY upon delivery to the WORKSITE or payment by the COMPANY whichever is the earlier. The SUBCONTRACTOR shall ensure that all SUBCONTRACTOR provided items are free from all liens and/or retention of title claims from any third party.
- 17.3 All items of COMPANY property in the possession of the SUBCONTRACTOR shall be suitably marked or clearly identified as the property of the COMPANY.

18. COMPLIANCE WITH LAWS AND REGULATIONS

- 18.1 The SUBCONTRACTOR and its employees shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the delivery of the SERVICES or the WORKSITE.
- 18.2 The SUBCONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the SUBCONTRACT requirements, save to the extent that the same can only be legally obtained by the COMPANY.

19. INDEMNITIES

- 19.1 The SUBCONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- loss of or damage to property of the SUBCONTRACTOR whether owned, hired, leased or otherwise provided by the SUBCONTRACTOR from, relating to or in connection with the performance or non-performance of the SUBCONTRACT; and
 - personal injury including death or disease to any personnel of the SUBCONTRACTOR arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT; and
 - subject to any other express provisions of the SUBCONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUBCONTRACTOR.
- 19.2 The COMPANY shall be responsible for and shall save, indemnify, defend and hold harmless the SUBCONTRACTOR from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- loss of or damage to property of the COMPANY whether
 - owned by the COMPANY, or
 - Leased or otherwise obtained under arrangements with financial institutions by the COMPANY arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT, but excluding CLIENT property; and
 - personal injury including death or disease to any personnel of the COMPANY arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT; and
 - subject to any other express provisions of the SUBCONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY.
- 19.3 Without limitation to the SUBCONTRACTOR's other obligations under the SUBCONTRACT and at law, the SUBCONTRACTOR shall be responsible for any portion of the CLIENTS property that they are performing activities on



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from the acceptance of the SUBCONTRACT until COMPLETION. Before COMPLETION, in the event of loss or damage to CLIENT property, the SUBCONTRACTOR shall, if instructed by the COMPANY, reconstruct, repair or replace the same.

- 19.4 Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.5, the COMPANY shall save, indemnify, defend and hold harmless the SUBCONTRACTOR from and against any claim of whatsoever nature arising from pollution originating from the property of the COMPANY arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT.
- 19.5 Except as provided by Clause 19.2(a) and Clause 19.2(b), the SUBCONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY from and against any claim of whatsoever nature arising from pollution occurring on the premises of the SUBCONTRACTOR or originating from the property and equipment of the SUBCONTRACTOR arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT.
- 19.6 All exclusions and indemnities given under this Clause (save for those under Clauses 19.1 (c) and 19.2 (c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under SUBCONTRACT or otherwise at law.
- 19.7 The indemnities given by the PARTIES under this SUBCONTRACT are full and primary, and shall apply irrespective of whether the indemnified party has, or has not insurance in place relating to any claims, losses, damages or costs in respect of the subject matter of any indemnity given under this SUBCONTRACT.
- 19.8 Each PARTY expressly agrees that the indemnities set out in this Clause do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT.

20. INSURANCE

- 20.1 The SUBCONTRACTOR shall arrange as a minimum the insurances set out in this Clause and those required under LOCAL LAW, and shall ensure that they are in full force and effect throughout the life of the SUBCONTRACT. All such insurances, other than Employers Liability / Workmen's Compensation types of Insurance to the extent of the liabilities assumed by the SUBCONTRACTOR under the SUBCONTRACT, shall include the COMPANY, and its affiliates as additional assureds. All insurances required under this Clause shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the COMPANY and its affiliates in relation to the SUBCONTRACT to the extent of the liabilities assumed by the SUBCONTRACTOR under the SUBCONTRACT. The provisions of this Clause shall in no way limit the liability of the SUBCONTRACTOR under the SUBCONTRACT.
- 20.2 The insurances required to be effected under Clause 20.1 shall be as follows (to the extent that they are relevant to the delivery and completion of the SERVICES):
- (a) Employers Liability and/or (where the jurisdiction of where the work is to be performed or under which the employees are employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the SUBCONTRACTOR engaged in the delivery of the SERVICES to the greater of,
 - (i) the minimum value required by any applicable legislation including extended cover (where required) for working offshore; or
 - (ii) the sum as set out the body of the SUBCONTRACT if any.
 - (b) General Third Party Liability insurance for any incident or series of incidents covering the operations of the SUBCONTRACTOR in the performance of the SUBCONTRACT, in an amount to set out in the Special Conditions of the SUBCONTRACT, if applicable.
 - (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;
 - (d) such further insurances (if any) as set out in the SUBCONTRACT.
- 20.3 The SUBCONTRACTOR shall supply the COMPANY with evidence of such insurance on demand.
- 20.4 The SUBCONTRACTOR shall procure that Sub-Subcontractors are insured to appropriate levels as may be relevant to their work.

21. CONSEQUENTIAL LOSS

- 21.1 Except to the extent of any agreed liquidated damages provided for in the SUBCONTRACT, the COMPANY shall save, indemnify, defend and hold harmless the SUBCONTRACTOR from the COMPANY's own Consequential Loss and the SUBCONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY from the SUBCONTRACTOR own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the SUBCONTRACT.
- 21.2 All exclusions and indemnities given under this Clause shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under SUBCONTRACT or otherwise at law.

22. CONFIDENTIALITY

- 22.1 The SUBCONTRACTOR shall at no time without the prior written agreement of the COMPANY make any publicity releases or announcements concerning the subject matter of the SUBCONTRACT, or except as may be necessary to



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enable the SUBCONTRACTOR to perform its obligations under the SUBCONTRACT, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any other party or enable any other party to use, peruse or copy any information provided to the SUBCONTRACTOR by the COMPANY in relation to the SUBCONTRACT.

23. COMPLETION & ACCEPTANCE

- 23.1 When the SUBCONTRACTOR considers the whole or the relevant part of the SERVICES to be complete, the SUBCONTRACTOR shall so notify the COMPANY and shall request acceptance by the COMPANY.
- 23.2 Completion and acceptance of the SERVICES shall be from the time when a representative of the COMPANY accepts the SERVICES as delivered and complete, and where such SERVICES are not defective in any way and comply with the SUBCONTRACT.
- 23.3 If a defect in the SERVICES, latent or otherwise, or any damage to CLIENTS property, or any breach of the SUBCONTRACT is identified by the COMPANY within 12 months of the COMPLETION date, then it shall be deemed not to have accepted the SERVICES until such defect, damage or breach is remedied by the SUBCONTRACTOR.
- 23.4 In the event that the SUBCONTRACTOR fails to correct any defects in accordance with Clause 25.3, the COMPANY may undertake the SUBCONTRACTOR's responsibilities in respect of such defects. In this event the COMPANY shall be entitled to recover from the SUBCONTRACTOR all costs incurred by the COMPANY in carrying out such responsibilities.
- 23.5 On completion of the SERVICES or any portion thereof, the SUBCONTRACTOR shall without delay clear and remove all equipment and materials provided by the SUBCONTRACTOR together with any debris, thereby leaving the WORKSITE in a clean, clear, safe and tidy condition.

24. DEFECTS CORRECTION

- 24.1 The SUBCONTRACTOR warrants and guarantees that it has performed and shall deliver the SERVICES free from defects and in accordance with the provisions of the SUBCONTRACT.
- 24.2 In the event that the COMPANY notifies the SUBCONTRACTOR of any defect in the SERVICES prior to or subsequent to the COMPLETION date and within a 12 month period after the COMPLETION date, the SUBCONTRACTOR shall carry out all work necessary to correct any defects.

In the event that any of the SERVICES are re-performed, rectified or replaced by the SUBCONTRACTOR under the provisions of this Clause then this Clause shall apply to the portion so re-performed, rectified or replaced.
- 24.3 The COMPANY may decide that the carrying out by the SUBCONTRACTOR of work necessary to correct defects will be prejudicial to its interests. In such cases the COMPANY may undertake any SUBCONTRACTOR responsibilities. The COMPANY shall notify the SUBCONTRACTOR in such cases and shall be entitled to recover from the SUBCONTRACTOR all additional costs reasonably incurred by the COMPANY as a direct result of carrying out such responsibilities.

25. TERMINATION

- 25.1 The COMPANY shall have the right by giving notice to terminate all or any part of the SUBCONTRACT at such time as the COMPANY may consider necessary to suit the convenience of the COMPANY, or in the event of any default on the part of the SUBCONTRACTOR; or in the event of the SUBCONTRACTOR becoming financially unstable.
- 25.2 In the event of default on the part of the SUBCONTRACTOR the COMPANY shall give notice to the SUBCONTRACTOR giving the details of such default. If the SUBCONTRACTOR upon receipt of such notice does not commence and proceed with satisfactory remedy actions the COMPANY may issue a notice of termination in accordance with the provisions of Clause 25.1.
- 25.3 In the event of the COMPANY giving the SUBCONTRACTOR notice of termination, such notice shall become effective on the date specified therein whereupon the SUBCONTRACTOR shall immediately:
 - (a) cease performance of the delivery of the SERVICES or such part thereof as applicable;
 - (b) allow the COMPANY or its nominee full right of access to remove and/or take over delivery or the relevant part of the SERVICES so far completed and recover all materials and equipment which are the property of the COMPANY;
 - (c) assign to the COMPANY, or its nominee, all or the relevant parts of the rights, titles, liabilities and third party Subcontracts relating to delivery of the SERVICES which the SUBCONTRACTOR may have acquired or entered into;
 - (d) remove relevant SUBCONTRACTOR equipment or materials as instructed by the COMPANY.
 - (e) return to the COMPANY all the relevant TECHNICAL INFORMATION and deliver originals, copies and reproductions of all drawings, specifications, requisitions, calculations, programme listings, erection plans, schedules, computer tapes, discs and other essential recording matter and all other data and documents prepared by the SUBCONTRACTOR or any Sub-Subcontractor.
- 25.4 In the event of termination the COMPANY shall have the rights to obtain completion of the SUBCONTRACT or any relevant part by other sources of supply, to pay SUBCONTRACTOR only for that part of the SERVICES performed in accordance with the SUBCONTRACT at the time of termination, to recover from SUBCONTRACTOR any additional costs reasonably incurred by the COMPANY as a direct result of such termination.



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25.5 In the event of termination of the SUBCONTRACT the applicable rights and obligations of the shall remain in full force and effect in connection with the performance of the portion of the SUBCONTRACT which has not been terminated and any portion of the SUBCONTRACT which has been terminated.

26. AUDIT AND RECORD KEEPING

26.1 During the course of delivery and for a period ending 2 years after the COMPLETION date, the COMPANY or its duly authorised representative shall have the right to audit and, upon request, take copies of all of the SUBCONTRACTOR's data, documentation, records and other information of every kind relating to the SUBCONTRACT.

26.2 The PARTIES shall keep all documents and data, howsoever stored, related to this SUBCONTRACT for a period of 6 years after the COMPLETION date.

27. BUSINESS ETHICS

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

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

28. ANTI-BRIBERY AND CORRUPTION

28.1 The SUBCONTRACTOR warrants and represents that in negotiating and concluding the SUBCONTRACT and in performing its obligations under the SUBCONTRACT it has complied and shall comply, with all Anti-Bribery Laws.

28.2 The SUBCONTRACTOR warrants that it has adequate procedures to comply with Anti-Bribery Laws and that it will comply with such in respect of the SUBCONTRACT.

28.3 The SUBCONTRACTOR shall notify the COMPANY in writing immediately upon becoming aware of any investigation or proceedings relating to an alleged breach of any Anti-Bribery Laws in connection with the SUBCONTRACT in the event of possessing a reasonable belief a breach of any Anti-Bribery Laws may have occurred in connection with the SUBCONTRACT.

28.4 In the event that the COMPANY has a reasonable belief that the SUBCONTRACTOR has breached this Clause, the COMPANY may give formal notice of its intention to suspend payments under the SUBCONTRACT to the SUBCONTRACTOR giving the basis of such reasonable belief.

28.5 Should that belief reasonably persist following the notice, then the COMPANY may terminate the SUBCONTRACT for default in which case the provisions of Clause 25 shall apply, saving that the SUBCONTRACTOR shall not be entitled to payment for any sums connected with the possible breach of Anti-Bribery Laws.

28.6 Provided that the COMPANY had a reasonable belief at the time of issuing the termination notice that the SUBCONTRACTOR breached Anti-Bribery Laws, the COMPANY shall not be in breach of the SUBCONTRACT in issuing a termination notice even if it transpires that the SUBCONTRACTOR is not in breach of Anti-Bribery Laws.

28.7 SUBCONTRACTOR hereby confirms its no-objection to any compliance, risk and/or sanction review which may be conducted by COMPANY from time to time, using a third party. Such review may also include SUBCONTRACTOR's principals and shall at all times remain confidential.

29. GENERAL LEGAL PROVISIONS

29.1 Waiver

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

29.2 Retention of Rights

Unless otherwise specifically stated in the SUBCONTRACT, both PARTIES shall retain all rights and remedies, both under the SUBCONTRACT and at law, which either may have against the other. The SUBCONTRACTOR shall not be relieved from any liability or obligation under the SUBCONTRACT by any review, approval, authorisation, acknowledgement or the like, by the COMPANY.

29.3 Independence

The SUBCONTRACTOR shall act as an independent SUBCONTRACTOR with respect to delivery of the SERVICES and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by the COMPANY.

29.4 Law and Language

The SUBCONTRACT, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter, shall be governed and construed in accordance with LOCAL LAW. The SUBCONTRACT, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter and subject to the provisions of Clause 36, shall be subject to the exclusive jurisdiction of LOCAL LAW Courts.



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29.5 Notices

All formal notices in respect of the SUBCONTRACT shall be given in writing and delivered by email to the respective representatives in which case it shall be deemed to be effective upon sending, or by courier to the relevant address specified in the SUBCONTRACT in which case it shall be deemed to be effective 24 hours after sending.

29.6 Entire Agreement

The SUBCONTRACT constitutes the entire agreement between the PARTIES hereto with respect to the delivery and completion of the SERVICES and supersedes all prior negotiations, representations or agreements related to the SUBCONTRACT, either written or oral. No amendments to the SUBCONTRACT shall be effective unless evidenced in writing and signed by the PARTIES to the SUBCONTRACT.

29.7 Mitigation of Loss

Both PARTIES shall take all reasonable steps to mitigate any losses resulting from any breach of SUBCONTRACT by the other PARTY.

30. RESOLUTION OF DISPUTES

- 30.1 Any dispute between the parties in connection with or arising out of the SUBCONTRACT or the delivery of the SERVICES shall be resolved initially by two nominated Senior Managers of the PARTIES by formal notice from either party, with one such person being nominated by the COMPANY and one by the SUBCONTRACTOR, and in the event of the dispute remaining unresolved thereon by appropriate action in the Local Law Courts to resolve the dispute.
- 30.2 Whilst any matter or matters are in dispute, the SUBCONTRACTOR shall proceed with the delivery of the SERVICES and both PARTIES shall comply with all the provisions of the SUBCONTRACT.

31. HEALTH, SAFETY AND ENVIRONMENT

- 31.1 The SUBCONTRACTOR shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the SUBCONTRACT and shall keep strictly to any HSE requirements contained within the TECHNICAL INFORMATION or the SUBCONTRACT.
- 31.2 Failure to meet the HSE requirements in the SUBCONTRACT or in the TECHNICAL INFORMATION or to satisfy the COMPANY's reasonable requirements with regard to the control of HS&E risks in any material respect will be regarded as due cause for the COMPANY giving notice to terminate all or any part of the SUBCONTRACT.
- 31.3 The SUBCONTRACTOR shall co-operate with the COMPANY in providing an appropriate response to any emergency occurring at the WORKSITE and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.
- 31.4 The SUBCONTRACTOR will ensure that the GOODS will comply with the requirements of all applicable law and, to the extent that they contain toxic, corrosive or hazardous materials, the SUBCONTRACTOR will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.
- 31.5 When making delivery of the GOODS to COMPANY premises, the SUBCONTRACTOR shall do so in a safe, prudent and responsible manner consistent with its duty of care to its personnel, or those of its delivery agent, and shall obey all COMPANY site safety instructions without exception.
- 31.6 The SUBCONTRACTOR must comply at all times with COMPANY directions, procedures and policies relating to occupational health, safety and security when performing any part of the SERVICES and/or delivery of the GOODS on premises owned, leased, controlled by, occupied by or under the direction of COMPANY.
- 31.7 SUBCONTRACTOR personnel and vehicles shall not be mobilized or deployed unless they are in full compliance with any applicable COMPANY safety standards and procedures.
- 31.8 All required Personal Protection Equipment including but not limited to hard hat, safety boots, safety glasses and work gloves to perform activities required under the SUBCONTRACT or as required by the COMPANY shall be provided by the SUBCONTRACTOR at its own expense for all their personnel.
- 31.9 The SUBCONTRACTOR acknowledges that any SUBCONTRACTOR driver/operator of any SUBCONTRACTOR vehicle is responsible for the safety of vehicle, the required lashing/load restraining belts as well as general load safety. The SUPPLIER driver/operator is required to carry out a mandatory full inspection of their vehicle and any load to ensure that it is safe and secure before beginning any journey.
- 31.10 The SUBCONTRACTOR must have written permission from the COMPANY prior to mobilising personnel and or vehicles to or from Site.
- 31.11 Any fines or warnings handed down to the SUBCONTRACTOR as a result of a CLIENT or regulatory non-compliance or road safety infringement will solely be the responsibility of the SUBCONTRACTOR.

32. WORKER WELFARE

32.1. Compliance



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- (a) The SUBCONTRACTOR undertakes, warrants and represents that in the performance of its obligations under the SUBCONTRACT that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the WORKER WELFARE PROCEDURE.
- (b) Any breach of clause by the SUBCONTRACTOR shall be deemed a fundamental breach of the SUBCONTRACT and shall entitle the COMPANY to terminate and SUBCONTRACT as applicable.

32.2. Due Diligence

- (a) The SUBCONTRACTOR represents and warrants that its responses to any COMPANY due diligence questionnaire is complete and accurate.
- (b) The SUBCONTRACTOR further represents and warrants that none of its officers, employees (or other persons associated with it) has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.
- (c) The SUBCONTRACTOR undertakes to implement due diligence procedures for its own SUBCONTRACTORS, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.

32.3. Reporting

The SUBCONTRACTOR shall notify the COMPANY as soon as it becomes aware of any breach, or potential breach, of Clause 32.1 (a) by it or any member of its own supply chain.

32.4. Audit

The SUBCONTRACTOR shall:

- (a) allow the COMPANY a general right of audit, and for the avoidance of doubt, a particular right to audit any employee accommodation facility upon demand and to COMPANY access to their employees to be interviewed where deemed appropriate.
- (b) demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the WORKER WELFARE PROCEDURE.

32.5. Training

The SUBCONTRACTOR shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies as set out in the WORKER WELFARE PROCEDURE.

32.6. Indemnity

The SUBCONTRACTOR shall indemnify and hold harmless the COMPANY, its Shareholders, Directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses, costs or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the policies as set out in the WORKER WELFARE PROCEDURE.

32.7. Warranties

The SUBCONTRACTOR represents, warrants and undertakes that it conducts its business in a manner that is consistent with the policies as set out in the WORKER WELFARE PROCEDURE.

32.8 Precedence

Clause 32 in its entirety shall apply notwithstanding any provisions to the contrary elsewhere in the SUBCONTRACT.

33. ADDITIONAL CONDITIONS

- 33.1 The SUBCONTRACTOR and the COMPANY agree that any ADDITIONAL CONDITIONS set out in or appended to the SUBCONTRACT will be treated as an integral part of the SUBCONTRACT and that they shall, in the event of any conflict or ambiguity arising, take precedence over any General Terms and Conditions.
- 33.2 The SUBCONTRACTOR and the COMPANY also agree that the terms and conditions of any CLIENT contract referred to in the SUBCONTRACT will also be treated as an integral part of the SUBCONTRACT and that in the event of any conflict or ambiguity arising, shall take precedence over any applicable General or Special Terms and Conditions.