

THIS AGREEMENT CONTAINS PROVISIONS RELATIVE TO INDEMNITY, RELEASE, LIMITATION OF LIABILITY AND ALLOCATION OF RISK.

**1. Definitions.** As used throughout these Purchase Order Terms and Conditions, "Seller" and "Buyer" shall mean those parties respectively designated as such on the face of the Purchase Order. "Purchase Order" shall mean Buyer's written instructions to buy Goods and/or Services, incorporating these Purchase Order Terms and Conditions. "Goods" shall mean any materials and/or equipment, including tools and items (including components integrated therein) to be sold by Seller to Buyer under the Purchase Order. "Equipment" shall mean all items, plant, equipment and tools to be hired without an operator by Seller to Buyer under the Purchase Order. "Services" shall mean the activities, operations, tasks and duties to be performed by Seller under the Purchase Order, including the provision of equipment, personnel, design and engineering services, reports and documentation in relation thereto. "Work" shall mean all the work that Seller is required to carry out in accordance with the provisions of the Purchase Order, including the provision of all Goods, Services and hire of Equipment.

**2. General.** The Purchase Order shall become a binding contract upon Seller signing and returning an unqualified acceptance of the Purchase Order or upon shipment of any Goods ordered or commencement of performance by Seller, whichever occurs first. In the event of conflict between any terms and conditions expressed on the face of the Purchase Order and these Purchase Order Terms and Conditions, the terms and conditions expressed on the face of the Purchase Order shall prevail. No terms and conditions submitted or referred to by Seller in any quotation or tender or during the course of any negotiations between the parties shall form part of the contract unless Buyer specifically agrees in writing to their incorporation in the contract.

**3. Conflict with existing Contracts.** If the Purchase Order is made under an existing written contract between Seller and Buyer (by specifically making reference to such contract in the Purchase Order), the terms of said contract shall prevail over these Purchase Order Terms and Conditions in the event of a conflict.

**4. Documentation.** A separate advice notice bearing the order number contained in the Purchase Order must be sent to Buyer at the address stated on the Purchase Order on or before the day any Goods are dispatched. Test and other certificates required in terms of the Purchase Order or otherwise by law must accompany such advice notice or be forwarded separately to Buyer on or before the day Goods are dispatched. Buyer's order number must be included on all shipping papers and invoices. Seller's invoice(s) must be forwarded to the Accounts Department of Buyer at the address stated on the Purchase Order within ten (10) days following the dispatch of Goods or completion of Services.

**5. Delivery of Goods and Services.** Seller shall deliver the Goods, Services and/or Equipment on the date(s) and at the point(s) of delivery stipulated on the face of the Purchase Order or as Buyer may otherwise specify. Unless otherwise stipulated on the face of the Purchase Order, Buyer is under no obligation to accept partial shipments. Goods must be suitably packed and prepared for shipment to secure lowest transportation rates and be in accordance with all applicable statutes, rules and regulations and any requirements stipulated in Buyer's Purchase Order. Unless expressly agreed by Buyer, no charges shall be allowed for loading and unloading costs, the costs (if any) of obtaining all necessary export and import licenses and consents, export and import duties, packing, crating, transportation or freight. Seller shall use the most economical means for timely shipment, unless otherwise directed by Buyer. Seller shall be liable for excess transportation costs resulting from any deviation from Buyer's instructions, if given. If Seller fails to deliver Goods, Equipment and/or perform Services ordered by Buyer on time, Buyer shall be entitled without prejudice to Buyer's rights under clause 14 to claim damages from Seller for any costs, losses or expenses which are attributable to Seller's delay.

**6. Title and Risk.** Subject always to clause 8 and unless otherwise stipulated on the face of the Purchase Order;

6.1 Goods and Equipment shall be at Seller's sole risk until delivered to Buyer at the point specified in the Purchase Order and accepted by Buyer.

6.2 Seller shall specifically identify all such Goods at the earliest possible time and shall clearly mark and segregate those Goods in Seller's facility.

6.3 Title in Goods, but not risk, shall pass to Buyer upon delivery or, if earlier, upon payment. In the event of delivery or payment by instalments, title shall pass to Buyer progressively with such delivery or payment. Each instalment delivery shall constitute part of the Purchase Order and shall not constitute separate contracts. Seller shall provide Buyer reasonable access to its facilities for verifying compliance with this provision and to take possession of Goods to which title has passed to Buyer.

**7. Warranties.** Seller expressly warrants that Goods shall be (i) fit for any intended purpose indicated by Seller or made known by Buyer expressly or by implication, (ii) of satisfactory quality, (iii) new, (iv) free from liens, claims and/or encumbrances, (v) of good material and workmanship, (vi) free from defects and (vii) in conformity with sample. Seller agrees to replace or rectify, at Buyer's sole discretion and without cost to Buyer, any Goods not conforming to the foregoing

warranties. Seller shall bear the cost of retrieval and re-delivery to Buyer. Seller expressly warrants that Services shall be performed in a good and workmanlike manner and in accordance with industry standards or any higher standard specified in the Purchase Order. At Buyer's sole discretion, Seller shall re-perform any Services not performed to Buyer's reasonable satisfaction at no cost to Buyer. The duration of the foregoing express warranties shall commence upon the date of acceptance of Goods or completion of Services and remain valid for twenty-four (24) months from such date, or eighteen (18) months from the date of putting into commercial use in the case of Goods, whichever is sooner. In the event that any Goods are replaced or repaired or Services re-performed under the provisions of this clause 7, this clause 7 shall apply to the portion so replaced, repaired or re-performed and the warranty period in such cases shall commence on the date upon which such replacement, repair or re-performance was completed. Seller shall undertake all reasonable endeavors to ensure Buyer is afforded the benefit of all warranties of third parties previously granted in respect of Goods. If Buyer furnishes Seller drawings, prints or other specifications, Seller shall, prior to the commencement of any work hereunder, review Buyer's documents for completeness, accuracy and compliance with the Purchase Order and any industry regulations and standards

**8. Acceptance, Rejection and Revocation of Acceptance.**

8.1 Following receipt of any Goods, Buyer shall have a reasonable time, but not less than ten (10) days, in which to inspect and accept or reject the Goods.

8.2 Buyer has the right to reject Goods not conforming to the Purchase Order. Rejected Goods shall be returned to Seller for full refund, repair or replacement, at Buyer's discretion, at Seller's sole risk and expense, including transportation costs.

8.3 Acceptance by Buyer of part of the Goods shall not amount to an acceptance of the remainder nor shall it bind Buyer to accept the remainder. Acceptance of all or part of the Goods shall not deprive Buyer of the right to reject part of the Goods not conforming to the Purchase order or to revoke acceptance and return any part of the Goods because of any defect that was or was likely in Buyer's reasonable opinion to be latent at the time of delivery, nor shall it deprive Buyer of the right to claim damages on the grounds the Goods do not conform to the Purchase Order.

8.4 Payment shall not of itself constitute acceptance of or satisfaction with Goods supplied or Services provided by Seller.

8.5 Acceptance and/or payment shall not constitute any waiver by Buyer of its rights and remedies hereunder or at law.

**9. Intellectual Property and Confidentiality.**

9.1 Any information, property or materials in whatever form or format furnished by Buyer directly or indirectly to Seller to facilitate performance under the Purchase Order, and any invention, know-how, design or copyright arising from development of any Goods or Equipment specifically produced for Buyer by Seller, shall (i) belong exclusively to Buyer, (ii) be held in strict confidence during and after the term of the Purchase Order by Seller and not transferred by Seller to any third party without Buyer's prior written consent, and (iii) be used exclusively by Seller to complete the Purchase Order. Any Buyer-furnished property and materials shall be at Seller's risk and maintained in good order and condition from the time of dispatch from Buyer's premises until returned thereto along with any Buyer-furnished information, copies and reproductions thereof, which shall be returned to Buyer within five (5) days after completion, termination, or cancellation of the Purchase Order. Seller shall co-operate with Buyer as required to give full effect to this provision.

9.2 Except insofar as attributable to fault of Buyer, Seller agrees to indemnify and hold Buyer harmless from and against any loss, liability, damage or claim including, but not limited to, legal costs incurred by Buyer as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, copyright, trade mark or name or any other intellectual property rights relating to the performance of the Purchase Order. Further, at Buyer's option, Seller shall defend at its own expense any claim which would allow Buyer to invoke such indemnity. The foregoing indemnity is conditional upon (i) prompt written notice of any claim to Seller if a claim is made against Buyer, and (ii) reasonable cooperation and assistance by Buyer in the defence and settlement of such claim at the expense of Seller. If any Goods or Services become, or in Buyer's reasonable opinion are likely to become, the subject of an infringement claim, Seller shall at Buyer's discretion either (a) procure for Buyer the right to continue the use thereof, or (b) replace or modify the same so that it becomes non-infringing (provided that the same level of functionality is maintained).

9.3 The provisions of this clause 9 shall survive the expiration, cancellation or termination of this Purchase Order.

**10. Indemnities and Insurance.** Subject always to the applicable provisions of law, the following indemnities shall apply in respect of Services performed and shall not apply to Goods or Equipment provided under the Purchase Order. All exclusions and indemnities given under this clause 10 shall apply to the maximum extent permitted by law, howsoever caused 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 contract or otherwise at law. To the maximum extent permitted by law, Seller shall be responsible for and shall save, indemnify, defend and hold harmless Buyer and its directors, officers and employees from and against all claims, demands,

proceedings, losses, damages, costs (including but not limited to legal costs), expenses and liabilities (collectively "Claims") in respect of death of or injury to personnel, and/or damage to or loss of property (whether owned, leased or otherwise), of Seller and/or its subcontractors arising from or relating to the performance or non-performance of the Purchase Order. Buyer shall be responsible for and shall save, indemnify, defend and hold harmless Seller and its directors, officers and employees from and against all Claims in respect of death of or injury to personnel, and/or damage to or loss of property (whether owned, leased or otherwise), of Buyer arising from or relating to the performance or non-performance of the Purchase Order. The above indemnities shall not apply to: (a) loss or damage to Goods or Equipment; or (b) loss or damage to property or materials furnished by Buyer to Seller pursuant to clause 9.1 (which loss or damage shall be determined in accordance with clause 9.1). The Seller shall maintain levels of insurance sufficient to cover its liabilities and obligations under the Purchase Order and at law. Both parties' insurances shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the other party, their co-ventures and its and their respective affiliates in relation to the Purchase Order to the extent of the valid and enforceable indemnities assumed by the party hereunder arising from the Work.

**11. Payment Terms.** The price of Goods and/or Services shall be as specified in the Purchase Order. Seller shall invoice the Buyer following completion of the Work or, in the case of ongoing provision of Services or hire of Equipment, on a monthly basis and payment shall be made within sixty (60) days (or such other period specified in the Purchase Order) of Buyer's receipt of Seller's proper invoice issued in accordance with clause 4 above. In the event any Goods or Services are rejected by Buyer as being not in conformity with the Purchase Order, Buyer may withhold payment of all or part of Seller's invoice. Undisputed portions of invoices shall remain due.

**12. Inspection.** Buyer and Buyer's customer(s) shall be entitled, upon giving reasonable notice, to check and verify the progress of Seller's fulfillment of the Purchase Order, including inspecting Goods, or witnessing or performing any testing required during manufacture and at any time prior to delivery. In such regard, Seller shall afford Buyer access to Seller's (and its subcontractors') premises at all reasonable times. Any such inspections or tests witnessed or performed by Buyer shall not in any way relieve Seller from any of its obligations under the Purchase Order or applicable law.

**13. Assignment and Subcontracting.** Seller may not assign, transfer or subcontract any part of its obligations under the Purchase Order without the prior written permission of Buyer. Buyer may assign the Purchase Order or any part of it or any benefit or interest in or under it to any affiliate of the Buyer. Affiliate shall mean any other entity directly or indirectly controlled by, controlling, or under common control with Buyer. In addition, Buyer may make any such assignment to any other third party but only with the prior agreement of Seller, which shall not unreasonably be withheld or delayed.

**14. Breach and Termination.**

14.1 In the event Seller becomes unable to meet delivery dates stipulated in the Purchase Order, or is unable to render performance in compliance with the terms and conditions of the Purchase Order, Seller must notify Buyer in writing immediately. Where dates for delivery of Goods/Equipment or provision of Services are specified in the Purchase Order, failure by Seller to adhere to such dates shall be deemed a material breach of contract unless such dates are specifically stated to be approximate. In the event of default by Seller in the performance of its obligations under the Purchase Order, or should Seller (i) become insolvent, or (ii) be declared bankrupt, or (iii) go into liquidation, or (iv) in the event of the appointment of an administrator, receiver or trustee of all or a substantial part of Seller's assets, Buyer may, at its option, cancel the Purchase Order without penalty or liability and may also hold Seller responsible for all damages arising out of any default. Default shall be deemed to occur if, in the reasonable opinion of Buyer, Seller is unable to comply with its obligations under the Purchase Order.

14.2 Buyer may, at its convenience, for reasons other than Seller's default, terminate the Purchase Order, in whole or in part, and Seller shall cease all further performance under the Purchase Order or any part thereof that has been terminated. In the case of termination by Buyer for convenience, Buyer shall pay Seller the agreed price for Services properly rendered and the order price of finished Goods up to the date of termination, and the reasonable documented cost incurred by Seller in respect of work in progress and raw materials relating to the Purchase Order. Seller shall promptly advise Buyer of the quantities of finished Goods and raw materials on hand or purchased prior to such termination and Seller shall comply with any instructions of Buyer regarding disposal of such finished Goods and raw materials. Payment as provided under this clause 14.2 shall constitute Buyer's only liability to the Seller in the event the Purchase Order is terminated for convenience.

**15. Taxes.**

15.1 GST: Any reference in this clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* is, unless the context indicates otherwise, a reference to that term as defined or used in that Act. Unless expressly excluded in the Purchase Order, the consideration for any taxable supply made by the Seller under or in connection with a Purchase Order includes GST at the rate of

10% (**GST Inclusive Consideration**). If the rate at which GST is imposed on a supply made pursuant to a Purchase Order under a GST law is varied, the Seller must vary the GST Inclusive Consideration for any taxable supply made after that variation takes effect to reflect the GST rate at which GST is imposed on that supply. The Seller must issue a tax invoice to the Buyer of the taxable supply at or before the time of payment of the GST Inclusive Consideration or at such other time as the parties agree. Whenever an adjustment event occurs in relation to any taxable supply made pursuant to a Purchase Order the Seller must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount of GST included in the price previously paid for the supply, the amount of the difference must be paid by, refunded to or credited to the Buyer, as applicable. If one of the parties to a Purchase Order is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with the Purchase Order, then the amount of the reimbursement or indemnity payment must be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified is entitled in relation to that loss, cost, expense or outgoing.

15.2 Other Taxes: Except for GST and unless otherwise stipulated in the Purchase Order, Seller shall be solely responsible for all costs and expenses of import and export, customs duties, imposts, taxes, tariffs, and all other fees which may be assessed on the performance of the Purchase Order

**16. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between the Buyer and Seller. The Seller is an independent contractor and not an employee of the Buyer. The Seller will not represent to be or hold itself out as an employee of the Buyer.

**17. Health, Safety and Environment.** Seller shall comply with any and all applicable laws and regulations pertaining to health, safety, security and environmental protection at all work sites. Further, unless indicated otherwise, Seller represents and warrants that all Goods, Equipment or any other items provided in relation to the Work are, and will be when delivered, free of all dangerous substances. Seller shall provide a material safety data sheet for each item containing toxic or otherwise dangerous substances purchased by Buyer from Seller, and Seller shall affix on each container containing such substances the chemical name and the appropriate dangerous goods warning for the use and safe handling of the substance, along with any other required markings and legends. Seller shall provide other material safety data sheets relating to such item(s) upon request.

**18. Spares.** Seller shall give reasonable notice to Buyer of its intention to cease supply of component parts or replacements in respect of any Goods sold to Buyer, to enable Buyer to make alternative arrangements for the purchase of such component parts or replacements.

**19. Non-waiver.** Buyer's failure to insist upon strict performance of any term or condition set forth herein shall not be deemed a waiver of any rights or remedies that Buyer may have and shall not be deemed a waiver of any subsequent breach of the same or any other term or condition hereof.

**20. Compliance with Laws.** Seller shall comply with all laws, rules, regulations, decrees and/or official governmental orders referenced in this Purchase Order or applicable to the performance of Seller's obligations under this Purchase Order, including without limitation US anti-boycott laws and regulations and US and applicable international export control and customs regulations. Without limiting the foregoing, Seller represents that it has obtained all licenses and authorizations necessary to export or re-export goods, technology or services under the Purchase Order to Buyer or to the ultimate end user as identified by Buyer to Seller.

**21. Entire Agreement.** Subject to clause 3, the Purchase Order and Buyer's acceptance thereof constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter. The Purchase Order shall not be varied except by an instrument in writing of subsequent date duly executed by authorized representatives of the parties. Any accrued but unperformed obligations and any representations, indemnities and warranties shall survive expiration or termination of this Purchase Order.

**22. Severance.** If a court or any other competent authority finds that any provision (or part of any provision) of the Purchase Order is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Purchase Order shall not be affected.

**23. Anti-bribery.** Seller represents, warrants and covenants that it and its Associated Persons have conducted, and will at all times conduct, its and their respective businesses in accordance with applicable laws, rules, regulations, decrees and/or official governmental orders of the United States, United Kingdom and any country in which goods and/or services are provided hereunder relating to anti-bribery, anti-corruption and anti-money laundering. Seller and its Associated Persons shall maintain adequate procedures in furtherance of the foregoing. Seller and its Associated Persons have not made, offered, promised to make or authorized

the making of, and shall not make, offer or promise to make, or authorize the making of: (a) any payment or other transfer of anything of value if and to the extent that to do so is or would be in violation of or inconsistent with the principles or requirements of any anti-bribery, anti-corruption or anti-money laundering laws applicable to Buyer or to Seller, or to their respective parent companies, including without limitation, the US Foreign Corrupt Practices Act and, where applicable, the UK Bribery Act (2010); or (b) any so-called "facilitation" or "grease" payments irrespective of local custom and even though in some countries such payments may be lawful. Any failure to comply with this clause shall be a material breach of the Purchase Order not capable of remedy. "Associated Persons" means any person associated with Seller including, but not limited to, Seller's parents, subsidiaries and its and their respective owners, directors, officers, employees, agents, representatives, sub-contractors and suppliers.

**24. Conflict Minerals.** Seller represents, warrants and covenants that, to Seller's knowledge after reasonable investigation, the goods are, and upon delivery will be, DRC Conflict Free (as such term is defined in the US Securities Exchange Act of 1934, as amended by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the related rules and regulations of the US Securities and Exchange Commission). Seller shall promptly notify Buyer in writing in the event that Seller is or becomes aware of any reason to believe that the goods are not DRC Conflict Free. To the extent Seller procures gold, tin, tantalum and/or tungsten from a smelter or refiner for incorporation into the goods, Seller represents, warrants and covenants that such materials shall be procured solely from one or more of the smelters or refiners appearing on the applicable compliant smelter and refiner list available at [www.conflictreesmelter.org](http://www.conflictreesmelter.org).

**25. Audit Rights.** Buyer shall have the right (but not the obligation) to audit the relevant books and records of Seller, its subsidiaries, representatives, sub-contractors and suppliers to verify and enforce Seller's compliance with these terms and conditions. Seller shall maintain its books and records relating to its provision of goods and services hereunder for a period of 36 months and make such books and records available to Buyer and its auditors, provide reasonable cooperation and take such further action as Buyer may reasonably request at any time(s) within said 36-month period. Seller agrees that Buyer may audit Seller's performance and internal control system on a basis to be agreed to the extent necessary for Buyer to comply with its assessment obligations under applicable laws, regulations, legal process, stock exchange requirements and contractual requirements.

**26. Code of Conduct.** In connection with Seller's provision of goods and/or services under this Purchase Order, Seller represents, warrants and covenants that it and its Associated Persons have conducted, and will at all times conduct, its and their respective businesses in a manner that is consistent with and adheres to the principles in Buyer's Code of Business Conduct and Ethics available at [www.oceaneering.com](http://www.oceaneering.com). Without limiting the generality of the foregoing, no payment or other transfer of anything of value, including without limitation the provision of any funds, services, gifts or entertainment has been made or will be made directly or indirectly to any person or entity for the purpose of obtaining or influencing the award of this Purchase Order or for any improper advantage or improper purpose in connection with any business transactions involving Buyer.

**27. Governing Law and Jurisdiction.** Unless otherwise specified in the Purchase Order, the construction, interpretation, and performance of the Purchase Order shall be determined in accordance with Western Australian law. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Western Australia. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 (as amended) shall not apply to the Purchase Order.