

1. Introduction.

1.1 These general conditions apply to all Purchase Orders and /or other agreements that are agreed between parties, unless otherwise agreed in writing. These general terms together with the Purchase Order forms the complete agreement between parties. The general terms of Supplier do not apply; any (future) reference thereto is void. The terms hereof cannot be amended, unless by written document that is signed by both parties.

1.2 Diverging conditions stipulated by the Supplier shall have no effect unless distinctly confirmed by the Buyer.

1.3 The Price agreed upon by the Parties comprises the total delivery, ref. Art. 5.2 and 7.3. The price is fixed if not otherwise agreed and net of any Value Added Tax.

2. Definitions.

2.1 "Purchase Order" means these General Conditions, the Purchase Order format and other documentation which is specified in the Purchase Order.

2.2 "Goods" means all services, materials, equipment, documentation and other that shall be delivered from Supplier to Buyer, to fulfill the requirements in the Purchase Order.

2.3 "Buyer" means Oceaneering AGV Systems B.V., a company with limited liability holding offices in (3534 AP) Utrecht at the Tractieweg 190.

2.4 "Supplier" means the company or the person stated on the front page of the Purchase Order.

2.5 "Price" means the total amount due to Supplier in accordance with the provisions of the Purchase Order.

2.6 "Force Majeure" is an event that causes a failure or delay of the performance of a party's obligation which cannot be attributed to such party as meant in article 6:75 Dutch Civil Code, but which exclude non-performance of Supplier's suppliers (whether resulting from force majeure or not).

3. Purchase Order and Acknowledgement.

3.1 All Purchase Orders shall be issued by Buyer using the format referred to in Art.2.1. Supplier shall without undue delay confirm the Purchase Order in writing.

3.2 Supplier shall acknowledge the order by signing the Purchase Order within 14 days after receipt. If this acknowledgement is not received by Buyer, Buyer may decide to act according to Art.13.1.

3.3 Supplier shall upon receipt of Purchase Order use its professional skills to search for defects, deficiencies and other faults, omissions and inconsistencies (errors) in all documentation referred to in Art. 2.1 before start of production. Supplier shall immediately notify Buyer in writing if such faults and omissions are discovered.

3.4 Buyer may at any time direct, in writing, changes in the specifications, quantities, methods of shipment, schedule or place of delivery of the Goods. If the Buyer directs any such changes, the Supplier shall submit in writing, as soon as practicable but within ten (10) days of the Buyer's notice of such changes, its proposal for adjustment in the price of the Purchase Order. The Buyer shall then, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. The Supplier shall not delay any work whilst awaiting a response or a price adjustment agreement to be reached.

4. Quality Assurance and Control.

4.1 Supplier shall have an implemented and documented quality assurance system in accordance with ISO 9000 or equivalent.

4.2 Buyer has the right but not the obligation to make the verifications, inspections and tests, including audits, at Supplier's and subcontractor's facility, in order to satisfy itself that the Goods will be manufactured according to the requirements in the Purchase Order. Buyer can either do the work itself, or through third party given the necessary authority. Supplier and if applicable subcontractor are obliged to assist in connection with inspections and tests without any cost to Buyer and shall also present all issued Test Reports, Material Certificates, Calculations etc. upon Buyer's demand.

4.3 If faults and omissions are pointed out as a result of inspections/tests Supplier shall without delay rectify these at its own cost.

4.4 The above mentioned inspections and verifications carried out or not do not exempt Supplier from any risk or the responsibility to deliver the Goods in accordance with the Purchase Order.

4.5 Supplier shall verify that any subcontractor to the Purchase Order has an implemented and documented quality assurance system.

4.6 Supplier shall not assign the Purchase Order or subcontract any part of same without Buyer's prior written approval.

4.7 The Supplier shall make available to the Buyer at least for a period of fifteen (15) years as per the effective date of the Purchase Order, repair or replacement parts for the Goods at a charge (i) not to exceed the lowest price charged by the Supplier to any third party for such repair or replacement parts, or if the Goods are not supplied to any third party (ii) at the price at which the Goods were lastly ordered by Buyer with a yearly price increase of 5% as of that moment, though such price will never exceed an increase in price with more than 25%.

5. Delivery.

5.1 The Goods shall be delivered properly packed and marked in accordance with the requirements in the Purchase Order. The Goods shall be delivered duty paid (DDP) at the premises of Buyer (unless agreed otherwise in the Purchase Order) within the agreed time of delivery. Necessary packing is part of the Purchase Order. Unless otherwise set forth in the Purchase Order, the

terms of delivery shall be interpreted in accordance with the latest revision of Incoterms.

5.2 Part deliveries will not be accepted and cannot be deemed to be partial fulfillment of Suppliers delivery obligations, unless agreed upon in writing.

5.3 If Supplier has reason to believe that the Goods are to be delayed, Supplier shall immediately inform Buyer in writing. Such notice shall include the reason for and the extent of the delay and shall state the corrective actions initiated to reduce the delay. If Supplier's corrective actions are not sufficient, Buyer may require that Supplier takes additional measures. All costs will be for Supplier's account.

5.4 If Supplier according to the Purchase Order is responsible for installation, start up, function testing or similar the delivery shall not be deemed to be fulfilled before the installation, start up and tests are carried out and accepted by Purchaser.

6. Variations.

6.1 Buyer has the right to order variations in quality, quantity or time of delivery provided that these variations do not exceed what the parties could reasonable expect when the Purchase Order was signed.

6.2 Agreed variations shall be confirmed by Buyer in writing.

Supplier must within 14 days confirm any effects on price, time of delivery and technical specification. If Supplier does not issue such notice, it will be considered as an acceptance without any effects and this will be reflected in the Variation Order.

6.3 The cost effect or saving of the variations shall be calculated in accordance with the cost and profit level of the original Price. The Variation Order shall upon Buyer's request be implemented, even if the parties have not reached an agreement concerning the effects on the Price.

7. Acceptance Test.

7.1 If an acceptance test has been agreed between Buyer and Supplier, Supplier must present the delivered or installed Goods for an acceptance test on the date agreed to that end between the parties in order to determine whether the Goods fully conforms to the agreement. Buyer and Supplier shall determine the procedure for the performance of the acceptance test in joint consultation beforehand. Supplier will not present the Goods delivered/installed for the acceptance test, if it knows or should reasonably suspect that the Goods delivered/installed will not successfully pass the acceptance test.

7.2 Buyer shall perform the acceptance test in cooperation with Supplier within the period to be further agreed between Buyer and Supplier.

7.3 The acceptance test has been successfully completed if Supplier has received a written notice to that effect from Buyer, where applicable, listing any minor defects that do not stand in the way of the commissioning of the Goods delivered/installed, which minor defects will be remedied by Supplier free of charge within 5 working days of the receipt of the aforementioned notice.

7.4 If the acceptance test has not been successfully completed, Supplier will adjust the Goods delivered/installed free of charge within 5 working days of the acceptance test, in such a way that it will successfully pass the subsequent acceptance test. The Goods delivered/installed will subsequently be subjected to an acceptance test once again under the provisions of this Article 7. All costs of this new acceptance test shall be borne by Supplier.

7.5 If the acceptance test was unsuccessfully completed more than three times, Buyer is entitled to terminate the agreement with Supplier, without being liable to pay compensation or costs.

8. Documentation.

8.1 Delivery note/invoice shall be in accordance with the Purchase Order. These documents shall correspond with the Purchase Order regarding item number, description and specification.

8.2 The Goods shall be marked in accordance with the delivery note and instructions in the Purchase Order. If a shipment contains several parcels, each parcel shall have a specified table of content.

8.3 All documentation specified in the Purchase Order, e.g. certificates, drawings, data discs are considered to be part of the Goods.

8.4 Certificate of origin and customs documents shall be sent to Buyer or others as specified for Goods originating from EC of EFTA countries. Costs incurred by Buyer due to lack of these documents will be deducted in the Price payable to Supplier.

9. Terms of Payment.

9.1 Buyer shall pay the invoice within 45 days after receipt of correct invoice. Supplier is not entitled to issue an invoice before all obligations against the Purchase Order are fulfilled. Buyer has the right to withhold disputed amounts.

9.2 If the Goods are delivered before agreed time of delivery the time allowed for payment will start from the agreed time of delivery.

9.3 If undisputed amounts are paid late, Supplier shall be entitled to charge interest. Such interest shall be paid on a day to day basis on the amount outstanding at the rate of the Dutch statutory interest of article 6:119 Dutch Civil Code.

9.4 Invoice shall be marked with Buyer's Purchase Order number.

9.5 The Buyer or his nominee shall during normal office hours have the right to carry out an audit of all documentation related to work based on reimbursable cost or hourly charges. Buyer will have this right for a period of two years from

the date of delivery of the product in the relevant purchase order.

10. Cancellation.

10.1 Buyer has the right to cancel (in Dutch: *opzeggen*) this Purchase Order by giving a 3 (three) months' written notice to Supplier for any or no reason, and without being liable to pay for damages and costs, except as specified in clause 10.2 below.

10.2 Buyer shall in such event only pay to Supplier the unpaid amount due for the work already performed on the Goods and in addition all direct cost incurred by Supplier due to the cancellation.

10.3 The supplier will cancel sub deliveries when receiving instructions from Buyer.

11. Defects, Claims – Supplier's Guarantee.

11.1 Supplier guarantees that the delivery is free from faults and omissions and that the Goods conform to the specifications in the Purchase Order and to any public regulations and that engineering performed by Supplier is suitable for its intended purpose for the duration as set out in clause 11.5. Supplier guarantees that to the extent the Goods comprise of services, the services will be provided with reasonable care and skill, prudence, efficiency, foresight and timeliness which would be expected from a skilled person experienced and qualified in the provisions of services of a similar nature.

11.2 Buyer shall examine the Goods at his earliest convenience after delivery. If any defects are found, Buyer shall notify Supplier in writing immediately.

11.3 If the Goods are found to be defective during the guarantee period, Supplier shall at own cost immediately remedy the defects or redeliver the Goods. If Supplier is not able to remedy a defect within reasonable time after receipt of Buyer's notification, Buyer has the right to have this work done by itself or by third parties. All costs shall be for Supplier's account.

11.4 If major defects are found in the Goods and these according to Buyer's opinion cannot be corrected within reasonable time, Buyer can either require reduction in the Price or choose to handle the case according to Art.14.1.

11.5 The guarantee period expires 18 months from the date when the Goods are taken into use for its purpose, but limited to maximum 24 months from the date of delivery.

11.6 If any guarantee work is performed in the period given in Art. 11.5, replaced/repairs parts shall receive renewed guarantee for the same period as the original guarantee. If the goods are out of operation due to replacement or repair, the guarantee period shall be extended accordingly.

12. Bank Guarantee.

12.1 When manufacture is included in the Goods, Supplier shall at own cost and if requested by Buyer submit a guarantee equal to 10% of the Price. The guarantee shall be issued by a bank approved by the Buyer and shall be valid during the guarantee period, ref. Art.11.5 and 11.6.

13. Supplier's Delay.

13.1 In the event that the delivery of the Goods, whether partially or in whole, is delayed beyond the delivery time specified in the Purchase Order, Supplier will be automatically in default (in Dutch: *verzuim*) without a formal notice of default (in Dutch: *ingebrekestelling*) being required. If delivery of the Goods has not taken place within the agreed time of delivery or it is obvious that such a delay will occur, Buyer has the right to terminate according to Art. 14.1 or uphold the Purchase Order. Buyer is always entitled to terminate according to Art. 14.1 if maximum penalty according to Art. 13.2 is reached or it is obvious that the delay will result in maximum penalty.

13.2 In addition to its rights under the law, Buyer is entitled to claim a penalty for delay if the delay is not caused by Buyer or by someone it is responsible for or delivery has been prevented by Force Majeure. Unless other-wise agreed in writing this penalty shall be 0,75% of the Price per day for the duration of the delay limited to 15% of the Price, which fine is immediately due and payable, notwithstanding Buyer's rights to claim the actual damage incurred from Supplier. Article 6:92 of the Dutch Civil Code does not apply.

13.3 Supplier is obliged to reduce the extent and consequences of any possible delay.

14. Termination Due to Supplier's Default.

14.1 Buyer has the right to terminate the Purchase Order with immediate effect by giving written notice to Supplier, due to the following situation:

- A) Supplier becomes insolvent
- B) Substantial breach of conditions in the Purchase Order.

15. Force Majeure.

15.1 Neither of the parties shall be considered to be in default in performance of their obligations to the extent it can be proved that such performance has been prevented by Force Majeure.

15.2 The party affected by Force Majeure shall give the other party a written notice within 3 days. If the party do not give such notification it is not entitled to demand exemption from its obligations.

15.3 In the case of Force Majeure each party shall cover its own costs resulting from the Force Majeure situation.

16. Insurance.

16.1 Supplier shall insure the Goods until delivery has taken place. Supplier shall at Buyer's request submit the certificates of Insurance.

17. Product Liability.

17.1 Supplier is responsible for and shall also indemnify Buyer against all claims relating to losses or damages caused by the delivery in the following events;

A) the delivery is in breach with the safety that can normally be expected by the public

B) other circumstances that may result in claims against Buyer based on domestic or international product liability legislation. Supplier will not be liable according to the first paragraph if it is proven that the damaging features with the delivery is caused by Buyer's instructions, drawings, construction or specification and Supplier can not to be blamed to have followed these.

18. Title to The Goods.

18.1 Title and ownership to the Goods shall pass to Buyer as the work progresses and when parts are identified and marked for the purpose of the Purchase Order. At all times, title to and ownership of the Goods is transferred to Buyer upon delivery as set out in clause 5 above. Supplier shall clearly mark these materials and if possible, keep these items separated from other materials.

18.2 Drawings, designs, specifications, data discs etc. which are sent from Buyer to Supplier, remain the property of Buyer and shall not be copied or given to third party without Buyer's written approval.

18.3 Any and all rights to drawings, designs specifications, data discs etc. which are used by Supplier in the production of the Goods shall be vested in Buyer. With the Purchase Order Supplier offers, which Buyer duly accepts the (future) ownership of all the IP Rights that may originate to the extent possible by the applicable law. The Purchase Order will serve as the deed by which all such IP Property Rights are delivered in advance (in Dutch: *geleverd bij voorbaat*) by Supplier to Buyer. If the ownership of IP Rights cannot be transferred under the applicable law, Parties agree for Supplier to grant Buyer the IP Rights in a manner that comes closest to a transfer of the ownership of said IP Rights, whereby Supplier agrees not to use / exploit / otherwise dispose over (in Dutch: *beschikken over - in de ruimste zin des woords*) the IP Rights itself anymore.

19. IP Rights.

19.1 Supplier is responsible that the Goods and the use of these do not infringe any patents rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world or other immaterial rights belonging to any third party ("IP Rights"). Supplier shall indemnify Buyer against any claims for compensation that may be raised in this connection. Supplier shall indemnify Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim made against the Buyer for actual or alleged infringement of a third party's IP Rights arising out of, or in connection with, the supply or use of the Goods.

19.2 Inventions made by the Supplier during the delivery of the product will be the property of the Supplier, provided there are no third party rights involved. However, inventions made by Supplier based primarily on technical information from the Buyer will be the property of the Buyer. Supplier will notify Buyer of inventions which will become the property of the Buyer, and Buyer will provide Supplier any assistance needed to secure patents of these inventions for Buyer. Buyer will reimburse Supplier all reasonable costs incurred to secure this patent, including compensation to employees if they own rights according to legislation.

19.3 Supplier will grant Buyer an irrevocable, non-exclusive and royalty-free users right to all inventions, current or future, under the control of the Supplier to the extent that these are necessary for the production, operations, maintenance or repair of the items purchased.

19.4 It is the Suppliers responsibility to ensure that the items purchased and its use does not cause conflict with other parties' patents or protective rights. Supplier will hold Buyer harmless from any demands for compensation or damages which may be raised by third parties based on third parties patents or protected rights.

20. Confidential Information.

20.1 All information that is given by the parties (and/or their affiliates) to each other or that is obtained otherwise in connection with the Purchase Order shall not be disclosed to third party without prior approval of the other party. Any confidential or internal information provided will be treated as confidential by Supplier or Buyer, and will only be used in connection with providing what is ordered under this Purchase Order.

21. Compliance with Laws.

Supplier shall comply with all laws, rules, regulations, decrees and/or official governmental orders referenced in this Purchase Order or applicable to the Goods and/or performance of Supplier'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, Supplier 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 Supplier. To the extent that Supplier, its agents, personnel, contractors, or other representatives are present on the premises of Buyer and/or other

premises as designated by Buyer, Supplier shall comply with any applicable (statutory or other) rules and regulations, as well as and all regulation on site safety as per the applicable laws.

22. Anti-bribery and Corruption.

Supplier 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. Supplier and its Associated Persons shall maintain adequate procedures in furtherance of the foregoing. Supplier 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 Supplier, 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 Supplier including, but not limited to, Supplier's parents, subsidiaries and its and their respective owners, directors, officers, employees, agents, representatives, sub-contractors and suppliers.

23. Conflict Minerals.

Supplier represents, warrants and covenants that, to Supplier's knowledge after reasonable investigation, the goods are, and upon delivery will be, DRC Conflict Free ("DRC Conflict Free" means a product that does not contain conflict minerals necessary to the functionality or production of that product that directly or indirectly finances or benefits armed groups in the Democratic Republic of the Congo or an adjoining country as 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). Supplier shall promptly notify Buyer in writing in the event that Supplier is or becomes aware of any reason to believe that the goods are not DRC Conflict Free. To the extent Supplier procures gold, tin, tantalum and/or tungsten from a smelter or refiner for incorporation into the goods, Supplier represents, warrants and covenants that such materials shall be procured solely from one or more of the smelters or refiner appearing on the applicable compliant smelter and refiner list available at www.conflictreesmelter.org.

24. Audit Rights.

Buyer shall have the right (but not the obligation) to audit the relevant books and records of Supplier, its subsidiaries, representatives, sub-contractors and suppliers to verify and enforce Supplier's compliance with these terms and conditions. Supplier 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. Supplier agrees that Buyer may audit Supplier'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.

25. Code of Conduct.

In connection with Supplier's provision of goods and/or services under this Purchase Order, Supplier 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. 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.

26. Miscellaneous Provisions.

26.1 If any provision of these General Conditions, or part thereof, cannot be relied on or is invalid or void, the remaining provisions, or the remainder shall remain in full force. Parties agree to replace the invalid or void provision by a provision of which the contents and purport correspond as much as possible to the invalid or void provision.

26.2 If no agreement is concluded and following the termination, setting aside or nullity of the agreement, regardless of the cause, these General Conditions continue to apply insofar as they have independent significance and/or insofar as they regulate the effects of such termination, setting aside or nullity.

27. Governing Law and Disputes.

27.1 This Purchase Order shall be governed by and construed in accordance with the laws of the Netherlands without reference to its conflict of laws principles. The United Nations Convention on the International Sale of Goods 1980 (CISG) does not apply.

27.2 Disputes arising in connection with or as a result of the Purchase Order, and which are not resolved by mutual agreement, shall be exclusively settled by the competent court of Amsterdam (the Netherlands).