



**TRENDSETTER ENGINEERING, INC.**  
*Leader in Contemporary Subsea Solutions*

**Master Purchasing Terms & Conditions**


Document Number	Rev.	Date
TEI-LGL-TAC-00001	3	09/03/15

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## 1.0 DEFINITIONS


- 1.1 **“Goods”** shall mean all supplies, equipment, parts, components, devices, materials or other tangible property furnished by Seller pursuant to the Purchase Order described in Exhibit \_\_\_ to the Purchase Order.
- 1.1 **“Intellectual Property”** shall mean all intellectual property rights, including without limitation the following: i) patents, copyrights, and trade or service marks, trade or service names, ii) data and data base rights, rights in confidential information including non-public corporate and financial information, iii) technical and other know-how, trade secrets, proprietary information, iv) technology, inventions, designs, drawings, plans, technical specifications, processes and procedures, software, mask works, formulas, computer programs, source and object codes, programs, works of authorship, discoveries, developments, techniques, systems, and, as to all of the foregoing, all modifications, improvements or enhancements thereto and whether or not registered, including all applications for any of them, all equivalent rights in all parts of the World, whenever and however arising for their full term and any renewals or extension thereof.
- 1.2 **“Purchase Order”** shall mean Purchaser’s purchase order #\_\_\_\_ dated \_\_\_\_ for \_\_\_\_.
- 1.3 **“Purchaser”** shall mean Trendsetter Engineering, Inc., a Texas corporation.
- 1.4 **“Services”** shall mean all work, activities, services or \_\_\_\_\_ performed by Seller pursuant to the Purchase Order and as described in Exhibit \_\_\_ to the Purchase Order.
- 1.5 **“Seller”** shall mean \_\_\_\_\_, a \_\_\_\_\_.

## 2.0 ACCEPTANCE

- 2.1 These Terms and Conditions become an enforceable agreement of Seller and Purchaser upon the first occurrence of any of the following events: Seller signs and returns the acceptance copy of the Purchase Order; or Seller acknowledges acceptance of the Purchase Order in any manner; or Seller begins to perform under the Purchase Order.

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### **3.0 COMPLETE AGREEMENT**


- 3.1 The Purchase Order and these Terms and Conditions, together with all documents, schedules or exhibits attached to either and/or separate but incorporated by reference, including drawings (“Drawings”) or specifications (“Specifications”), shall collectively form the entire agreement between the Purchaser and Seller. All prior negotiations, proposals, and/or writings in any way related to the Purchase Order are hereby superseded. Any references to Seller’s quotation, bid document, or proposal are for information or clarification purposes only, and do not constitute acceptance of any term, condition or instruction contained in any such document.
- 3.2 No terms and conditions stated in or attached to Seller’s communications to Purchaser, including, but not limited to, acknowledgements, or invoices, are applicable to the Purchase Order in any way, and are not to be considered to be Seller’s exceptions to the provisions of the Purchase Order and these Terms and Conditions. The Purchase Order has been issued subject to and conditioned upon these Terms and Conditions, which are incorporated by reference into the Purchase Order.
- 3.3 Trade custom, trade usage, and past performance are superseded by this Purchase Order and shall not be used to interpret or contradict this Purchase Order.
- 3.4 Anything that may be called for in the Specifications and not shown on the Drawings, or shown on the Drawings and not called for in the Specifications, shall be considered to be called for on both. In the event of any ambiguities, conflicts or discrepancies between the Purchase Order and any schedule or exhibit thereto, including the Specifications, Drawings or other documents which are part of the Purchase Order, Seller shall immediately notify Purchaser and shall comply with the written instructions of Purchaser to resolve the matter. If preprinted terms and conditions conflict with special or typewritten terms on the face of the Purchase Order, the special or type-written terms shall govern.

### **4.0 CHANGES**

- 4.1 Purchaser shall have the right, at any time, to make changes to the provisions of the Purchase Order, including without limitation, changes to: i) the Specifications, Drawings or designs, or ii) the Goods or Services covered by the Purchase Order including quality or quantity, or iii) the method or shipping, schedule or point of delivery, or iv) inspection or acceptance, by delivering written notice to Seller. If Seller believes that such change(s) affects the price or delivery date for Goods and/or Services, Seller shall notify Purchaser in writing (with complete supporting documentation) within ten (10) calendar days after receipt of Purchaser’s written notice of change. Purchaser and Seller shall then negotiate to reach a mutually satisfactory adjustment to accommodate the requested change. Seller shall not proceed with the change unless the parties agree to an adjustment. If the parties fail to agree, Purchase shall have the option to terminate the Purchase Order.

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4.2 No substitutions shall be made in the Purchase Order without the prior written authorization of Purchaser. No agreements or understandings modifying the conditions or terms of the Purchase Order shall be binding upon Purchaser, unless and until agreed to by Purchaser in writing.

**5.0 PRICE AND PAYMENT**

5.1 The prices on the Purchase Order are firm and not subject to escalation.

5.2 Seller shall submit invoices within 60 days once Goods are delivered or Services are performed, unless the Purchase Order shall provide otherwise. Unless stated otherwise on the face of the Purchase Order, payment is due by Purchaser 60 days after receipt of a proper invoice for which Goods have been delivered or Services performed. Invoices shall be rendered separately for each delivery, cover not more than one Purchase Order, include the Purchaser order number and description of the goods\Services and attach a copy of the receipt for transport charges

5.3 Purchaser may withhold any amount of an invoice that is disputed in good faith.

5.4 Progress payments, if agreed or specified in the Purchase Order, will be paid only when the Good or Service subject to the progress payment has been rendered as identified in the Purchase Order and title has passed to Purchaser, free from third party claims.

5.5 Payment for Goods shall not be deemed acceptance thereof.

**6.0 INSPECTION**

6.1 All Goods and Services shall be subject to inspection or verification by Purchaser or its authorized agent(s) during the period of manufacture, prior to shipment and at destination, notwithstanding any prior payment, inspection or term of shipment. Purchaser shall have the right to reject any Goods that are Nonconforming (as defined below) and in addition to rights and remedies provided elsewhere in this Agreement, return such Non-conforming Goods to Seller at Seller’s cost and require Seller to correct such Nonconformity.


6.2 Purchaser shall have the right to inspect and/or witness any tests of Seller of Goods or Services conducted by Seller. Purchaser shall be granted reasonable access to all portions of the Sellers facilities or Seller’s subsupplier facilities which are related to or involved with the manufacturing or processing of Goods subject to the Purchaser Order.

6.3 Purchaser’s inspection of Goods or Services, or failure to inspection Goods or Services, , or witnessing or inspection of testing or lack of witnessing or inspection of testing, or lack of response to notice of testing, or acceptance of Goods or Services by Purchaser, shall in no event limit, discharge or release the Seller from any obligations related to the Purchase Order including warranty, indemnity or otherwise.

6.4 Purchaser reserves the right to review and approve Seller’s Quality Assurance and Quality Control Procedures.

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6.5 Seller and/or Seller's Subsupplier(s) will notify Purchaser at least 5 (five) calendar days in advance of the date any inspection or test is to be made. IF for any reason the inspection should be delayed, Seller shall immediately notify Purchaser.

6.6 NO GOODS SHALL BE SHIPPED BY SELLER ON THIS PURCHASE ORDER WITHOUT A FINAL INSPECTION BY PURCHASER OR A WRITTEN WAIVER OF INSPECTION BY PURCHASER. VIOLATION OF THIS REQUIREMENT SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

**7.0 ASSIGNMENT**

7.1 Neither the Purchase Order nor any portion thereof shall be assigned or delegated without Purchaser's prior written consent and any such assignment or delegation without such consent shall be void. Purchaser reserves the right to assign this Purchase Order to Purchaser's affiliates without such consent. Seller's use of domestic subsidiaries or affiliates of Seller to provide portions of the goods shall not be considered an assignment of this Purchase Order if such use is a normal part of Seller's operation at the effective date of this Purchase Order.

**8.0 CONFIDENTIAL INFORMATION**


8.1 "Confidential Information" shall include: i) Purchaser's Intellectual Property, ii) any other proprietary or trade secret, non-public data or material supplied to the Seller by Purchaser, including financial information and iii) any information regarding Purchaser's customers or suppliers, and iv) any information, data, documents, records and materials or Intellectual Property of any nature developed by Seller in connection with performance of the Purchase Order, and v) any information, data, record or document of any nature or in any medium marked as confidential or proprietary.

8.2 Seller shall retain the Confidential Information in absolute confidence and not under any circumstances disclose it to any third party or make public disclosure. Seller shall use the Confidential Information only as necessary for the performance of the Purchase Order. Seller shall not disclose the Confidential Information to any subsupplier without first requiring this same agreement in writing from the subsupplier and written consent from Purchaser. Seller shall return all Confidential Information and copies thereof to Purchaser upon completion of Seller's obligations under the Purchase Order, or upon Purchaser's written request at any earlier time.

8.3 Purchaser shall have no obligation of confidentiality with respect to documents, records, data or information supplied by Seller, without regard to labeling or notations on the face thereof, absent a separate written confidentiality agreement

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**9.0 TERMINATION UPON DEFAULT OF SELLER**


- 9.1 Purchaser may terminate this Purchaser Order by written notice to Seller upon the occurrence of any of the following events:
  - 9.1.1 Seller files bankruptcy or an involuntary bankruptcy proceeding is commenced against Seller, or
  - 9.1.2 Seller makes a general assignment for the benefit of its creditors; or
  - 9.1.3 If any receiver is appointed for Seller's business
- 9.2 Termination by Purchaser under Article 9.1 does not in any way prejudice any other rights or remedies which Purchaser may have.
- 9.3 Upon termination, Purchaser may complete the performance of this Purchase Order by any reasonable means, and Seller shall be responsible for any reasonable additional cost incurred by Purchaser in accomplishing this completion. Upon request by Purchaser, Seller will deliver or assign to Purchaser any work in progress at the time of termination.
- 9.4 Purchaser may retain any monies owed to Seller for work completed prior to termination of this Purchaser Order to offset anticipated additional expenses incurred in completion of performance or other damages incurred by Purchaser as a result of Seller's default.
- 9.5 Purchaser may choose to waive any default by Seller without relinquishing the right to enforce Article 9.0 in the case of later defaults by Seller.

**10.0 TERMINATION FOR PURCHASER'S CONVENIENCE**

- 10.1 At any time, Purchaser may terminate for its convenience all or any separable part of this Purchase Order by giving written notice to Seller. On the date notice of such termination is received by Seller, Seller shall: discontinue all work so terminated, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in Seller's and in its subsupplier plants pending Purchaser's written instructions, and shall dispose of same in accordance with Purchaser's written instructions.
- 10.2 Seller and Purchaser shall promptly and mutually agree to a termination payment, if any. Such payment shall be based upon that portion of the work satisfactorily performed through the date of termination, including reimbursement for reasonable profit on such work, plus reasonable and necessary expenses resulting from the termination and as documented to Purchaser's satisfaction. Seller shall not be entitled to any loss of prospective profits, contribution to overhead on terminated work or incidental, consequential or other damages because of such termination. Seller shall deliver or assign all goods with all applicable warranties or dispose of goods as directed in writing by Purchaser prior to final payment.

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**11.0 INDEMNIFICATION – INTELLECTUAL PROPERTY**

11.1 For all items furnished under this Purchase Order, if the design of an item was not furnished by the Purchaser, Seller shall indemnify, defend, release and hold harmless Purchaser, and its successors and assigns, from all judgments for damages resulting from any claims or suits for infringement of United States patents, copyrights, trademarks, or other intellectual property rights. Seller shall defend all such suits and shall pay all related costs. If the use of such item is enjoined, Seller shall, at its sole expense and subject to Purchaser’s sole discretion, procure the right to continue use of the item, modify the item to render it non infringing, replace the item with a non-infringing item, or remove the item completely and refund the purchase price plus all related transportation, Installation and dismantling costs to Purchaser.

**12.0 INDEMNIFICATION – GENERAL**

12.1 Seller shall indemnify and hold harmless Purchaser from and against any claim for personal injury, sickness or death asserted by any employee of Seller. Purchaser shall indemnify and hold harmless Seller from and against any claim for personal injury, sickness or death asserted by any employee of Purchaser. Each party shall indemnify and hold harmless the other party from and against any loss or damage to the property of the indemnifying party (the owner or lessee of the property). Any claims asserted by third parties shall be the responsibility of the party causing such claim on a percentage negligence basis. Any party guilty of willful misconduct or gross negligence will not be indemnified

**13.0 WARRANTIES**

13.1 Goods. Seller warrants that all Goods and components thereof furnished hereunder shall be: (i) new and of merchantable quality, fit for the purpose intended, and (ii) in strict conformity with Specifications, Drawings and all other requirements of the Purchase Order, and (iii) free from defects in materials, workmanship and design, and (iv) manufactured with proper materials, sizes and capacity to perform satisfactorily under the full range of operating and/ or design conditions specified.


13.2 Seller acknowledges that it is fully aware of the purposes for which Buyer intends to use the Goods. Seller represents the design, manufacture, production, testing, sale and delivery of the Goods, and Seller’s performance of its obligations under this Order will comply with all applicable laws.

13.3 At Purchaser’s option, Seller shall promptly either refund the purchase price of, or repair or replace, all Goods or any components thereof, which are Nonconforming or defective upon notification by Purchaser within twelve (12) months from date of initial startup or twenty-four (24) months from date of shipment, whichever occurs first, at sole Seller’s cost. The warranty herein shall also apply to any replaced or corrected Good(s).

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- 13.4 In the event of Seller’s failure to correct or replace defective or nonconforming Goods and components as required herein, Purchaser may correct or replace such Goods or components and charge Seller all direct and reasonable costs thereof, or return the Goods to Seller for a full refund (with Seller responsible for shipment of the Goods to Seller). Seller’s warranties hereunder, together with all other service warranties of Seller, shall extend to Purchaser, its successors and assigns.
- 13.5 Seller will assign to Buyer any manufacturers’ or other warranties applicable to the Goods and will cooperate with Buyer in enforcing such warranties.

**14.0 SERVICES**


14.1 Supplier warrants that: (i) it shall perform Services with due diligence and in a safe, workmanlike, and competent manner and in accordance with all provisions of the Order and applicable law; (ii) it has or shall obtain, at its expense, before performing any Services all the necessary certificates, permits, licenses and authorizations to conduct business and perform the Services; (iii) it shall ascertain, before performing any Services, whether any drawings and specifications are at variance with applicable law and good engineering and operational practices, notify Purchaser of such variances, and with Purchaser’s agreement ensure that necessary changes are made; and (iv) all Services performed shall meet descriptions or specifications provided or agreed by Purchaser, and shall be free from defect or deficiency for one year from the date of completion or acceptance, whichever occurs last. If Purchaser discovers any defect or deficiency within the warranty period, and Purchaser has notified Supplier of the defect or deficiency within a reasonable period of time after its discovery, then Supplier, at its sole expense, shall at Purchaser’s option promptly re-perform the defective or deficient Services (including all other labor, materials and other Services necessarily incidental to effecting such correction of the deficiency). The repaired, re-performed, or replaced goods or Services shall be warranted on the same basis as provided above for the longer of the balance of the above warranty period, or 6 months from the date of completion or acceptance of the repair, re-performance or replacement, whichever occurs last. The warranties under an Order shall be in addition to any warranties otherwise provide by law. No payment by Purchaser shall limit Purchaser’s right to later dispute any of the charges invoiced, and payment shall not be construed as Purchaser’s acceptance of any Services. Unless otherwise specified in an Order, title to any goods provided under an Order will pass to Purchaser upon payment therefore by Purchaser or upon delivery to Purchaser’s premises or other site designated by Purchaser, whichever occurs earlier.

**15.0 COMPLIANCE WITH LAWS**

15.1 Seller warrants that in fulfilling this Purchaser Order the material and/or equipment furnished under this Purchaser Order will comply with all applicable laws, codes and regulations, including, but not limited to those promulgated by OSHA and EPA or any Federal, State, and Local Authorities. Seller shall indemnify, defend, release and hold harmless Purchaser against all loss, penalties or damages resulting from any violations of this warranty

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**16.0 TITLE**

- 16.1 Seller warrants full and unrestricted title to Purchaser for all Goods and/or Services furnished by Seller under this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. If Purchaser makes progress payments to Seller under this Purchaser Order title to the goods and/or Services, but not risk of loss or damage, shall pass pro rata to Purchaser at the time that Purchaser pays each milestone payment and as soon as the Good(s) is\are rendered such that it is identifiable under the Purchase Order. All such Goods shall be adequately marked as being the property of Purchaser. Or at Purchaser’s election title shall pass when Purchaser pays 100% of outstanding balance.
- 16.2 Title to Goods shall pass to Purchaser no later than the time of delivery, provided that passage of title shall not waiver or prejudice Purchaser’s right to reject defective or non-conforming Goods or any other right Purchaser may have, including warranty or indemnity claims

**17.0 SCOPE OF REMEDIES**


- 17.1 The rights and remedies provide hereunder are in addition to and in no way limit any and all rights or remedies that Purchaser may have by law, in contract or at equity. Purchaser shall be entitled to recover all direct costs or damages associated with any defective or non-conforming Good or Service or any breach of the warranty hereunder. Purchaser may withhold and offset all costs or damages incurred by Purchaser hereunder against any sums due to Seller.
- 17.2 Provided, that neither party shall be liable to the other for any indirect or consequential damages, including lost profit, loss of business, unless caused by the willful conduct of the party

**18.0 INTELLECTUAL PROPERTY**

- 18.1 All Intellectual Property, including drawings, field notes, specifications, computer programs (data files and other software in whatever form), and any other documents, records, and materials, in whatever form, developed or conceived by Supplier in connection with a Purchase Order (“New IP”), shall be considered works for hire by Seller for Purchaser and will be the property of Purchaser. Supplier shall provide the original and all copies of the New IP to Purchaser when Goods are delivered or Services are completed or earlier upon Purchaser’s written request. Supplier hereby assigns and agrees to assign in the future as necessary the New IP to Purchaser, and shall require its employees and subcontractors assign the New IP also, including any patent rights, copyrights or trade secret information or technology.
- 18.2 Seller hereby grants to Purchaser an irrevocable worldwide royalty free transferable license to Seller’s Intellectual Property that is necessary to the use and operation of the Goods or Services.

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18.3 Purchaser shall retain ownership of its Intellectual Property.

**19.0 SHIPMENT AND DELIVERY**

19.1 Partial shipments are not allowed unless expressly stated in the Purchase Order. Partial shipments must be accompanied by identifying documents, but such shipments shall not be interpreted to make the obligations of Seller severable. No charge will be allowed for inspection, packing, shipments, freight, or handling unless expressly stated in this Purchase Order. All shipments and packages shall be properly packed according to the applicable transport to protect against damage and deterioration. Seller shall pay for damaged goods resulting from improper packing or marking. Each package shall be numbered and labeled with the Purchase Order number, and itemized packing lists must accompany each shipment. Purchaser's count will be accepted as conclusive on shipments not accompanied by Seller's itemized packing list.

19.2 All risk of loss or damage to the Goods will remain with Seller until delivered to and accepted by Purchaser at the point specified for delivery in the Purchase Order, unless Purchaser and Seller agree otherwise in writing. Unless otherwise agreed by Purchaser, all deliveries shall be made to Purchaser's facility on Rodgers Road in Houston, Texas.

**20.0 NO WAIVER**

20.1 Any action by Purchaser with respect to inspection of or payment for the goods and/or related services covered by this Purchase Order shall not prejudice Purchaser's right to reject nonconforming or defective goods or services, nor be deemed to constitute acceptance by Purchaser of the goods or services, or effect in any way Seller's obligation under this Purchase Order notwithstanding Purchaser's opportunity to inspect the goods and/or related services, nor Purchaser's earlier failure to reject the foods or services.


20.2 No waiver of any right or privilege or Purchaser will occur upon Purchaser's failure to insist on performance or any term, condition, or instruction, or failure to exerciser any right or privilege or its waiver of any breach.

**21.0 HAZARDOUS MATERIALS**

21.1 Seller shall notify Purchaser in writing upon acceptance of this Purchase Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing hazardous wastes, or to any other applicable environmental or safety and health regulations. Seller shall furnish without limitation all appropriate and required shipping, handling and use certifications, instructions, labeling, lists and goods representations for shipping, safety handling, exposure and disposal in a form sufficiently clear for use by Purchaser's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material. In addition to the above, the following certification MUST be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to any applicable transportation regulations."

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**22.0 FORCE MAJEURE**

22.1 Neither Purchaser nor Seller shall be liable for failure to perform hereunder if such failure is due to any event beyond the reasonable control of the affected party, such as: acts of God, war; Riot, civil commotion, insurrection, government orders, rules regulations, suspensions, or requisitions of any kind, or fire. In the event that Seller is unable to perform for reasons beyond its control, Seller must notify Purchaser in writing within five (5) days of the occurrence producing the force majeure delay or forfeit its exclusion from liability under this article. The notice must contain reasons for the delay and an estimate of the delay of shipment of goods. After receipt of such notice, Purchaser shall have the right either to accept Seller’s delay in ability to perform or require Seller to initiate corrective actions to overcome the delay or terminate the order in accordance with Article 9 above.

**23.0 GOVERNING LAW**

23.1 The Purchase Order, these Terms and Conditions and all disputes between the parties shall be governed by and subject to the laws and jurisdiction of the State of Texas and venue for all purposes shall lie in Harris County, Texas.

**24.0 VALIDITY OF PROVISIONS**


24.1 In the even any provision, or any part or portion of any provision of the Purchaser Order or these Terms and Conditions shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

**25.0 RIGHTS OF THIRD PARTIES**

25.1 These Terms and conditions are for the benefit of Purchaser and Seller and no third party shall be entitled to claim any of the benefits or rights hereunder.


**26.0 TIME IS OF THE ESSENCE**

26.1 Timely delivery of Goods and timely performance of Services is a material part of the required performance of Seller under the Purchase Order, even if not expressly stated by the Purchase Order. Seller shall comply with all specified dates for completion or delivery, and by executing these Terms and Conditions and entering the Purchase Order, Seller confirms that all deadlines for performance are reasonable.

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**27.0 HSE**

27.1 Seller acknowledges Purchaser’s strong commitment to health, safety and the protection of the environment (HSE) and warrants that it has a written HSE policy signed by an authorized officer of Seller and is actively supported and endorsed by Seller’s management. Seller further warrants that its HSE policy is widely disseminated and understood among Seller Personnel. In the performance of the Work, Seller shall take all necessary precautions to protect the safety of Seller’s Personnel and Purchaser’s Personnel, and all other persons on or about the Work Site. Seller shall comply with the Health, Safety, and Environmental Requirements attached hereto as Exhibit “A ”, as amended from time to time by Purchaser. Seller will provide, at its sole cost and expense, all necessary safety clothing and equipment for the performance of the Work under this Agreement. Seller will report all safety related accidents or incidents at any level of seriousness to Purchaser within 24 hours of the event. Seller will adhere to all safety condition as detailed on attached Exhibit A.

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# APPENDIX 1 EXHIBIT A

## HEALTH, SAFETY, & ENVIRONMENTAL REQUIREMENTS

### MINIMUM HSE RESPONSIBILITIES (All Sellers)

Seller shall meet the following health, safety and environmental (HSE) requirements, at a minimum, as appropriate based on the Work being performed by Seller. Compliance with these requirements is the direct responsibility of Seller, unless otherwise stated herein. Seller is to conduct its Work in a manner that protects the health and safety of all Seller’s Personnel, Purchaser’s Personnel, third parties and the environment.

#### Seller Shall:

- Comply with all: (1) Applicable Laws and regulations, (2) industry standards and best practices, (3) permit stipulation(s), (4) all applicable governmental programs, plans, approvals and conditions, and (5) Purchaser HSE requirements as specified herein;
- Have and comply with a written HSE policy, HSE management system (HSEMS), and necessary HSE program/plans/procedures that are acceptable to Purchaser; upon request submit to Purchaser for review and comment prior to initiation of Work; should a Seller not have written HSE policy, HSEMS or the necessary HSE programs/plans/procedures, at Purchaser’s sole discretion, Seller may be allowed to follow some or all of Purchaser’s HSE policy, HSEMS, HSE programs/plans/procedures in lieu of developing its own;
- Upon request of Purchaser, participate and cooperate fully with Purchaser in Bridging Process (see Section II) to ensure adequate alignment of these requirements;
- As appropriate, or as requested by Purchaser, and based on the Work being performed, the Seller shall provide, at Seller’s sole cost and expense, all necessary life-saving equipment, as may be agreed to in the Bridging Document, and ensure proper operation of such life-saving equipment, for the protection of Seller’s Personnel, Purchaser’s Personnel and third parties;
- Comply with any reasonable HSE, security and social requirement required by Purchaser in the future;
- Immediately comply with any stop Work order by the Purchaser or Purchaser’s Personnel, Seller’s Personnel or third party to protect health, safety and the environment;
- Provide Purchaser’s Personnel access to operations, personnel, facilities, and documents to conduct audits, validations and/or inspections;

### SECTION II – BRIDGING PROCESS (At Discretion of Purchaser)

Purchaser has the right, but not the obligation, at its sole discretion, to require Seller to engage in the Bridging Process with Purchaser. The Bridging Process will consist of an evaluation of Seller’s HSE policy, programs, plans and procedures (including security and social), as appropriate, based on the Work being performed or provided by Seller, and any other reasonable HSE, requirement imposed by Purchaser.


Upon request, Seller shall engage in the HSE Bridging Process. Seller shall fully and completely participate, cooperate and provide all relevant documentation for review by Purchaser. Seller shall also designate an HSE Bridging point of contact, if requested by Purchaser, and complete in a timely manner the Bridging Questionnaire provided by Purchaser.

The Bridging Process will result in a document (the “Bridging Document”) that outlines how the Seller and Purchaser’s HSSSE policy, programs, plans and procedures will be aligned. In the event of a difference, Purchaser has the right, and not the obligation, to require that Seller comply with the more stringent HSE requirement.

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The Bridging Document, upon completion, shall be executed by Seller. Seller shall be obligated implement the corrective actions outlined in the Bridging Document. Failure to resolve any deficiency or gap or to follow the agreed Bridging Document, to the reasonable satisfaction of Purchaser, may be deemed a breach of Seller’s contract with Purchaser and/or may result in a “stop work” order by Purchaser until such time as the deficiency is resolved to the reasonable satisfaction of Purchaser. Seller shall ensure that Seller’s Personnel know, understand and comply with the Bridging Document. Work being performed:

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