

SIGNET MARITIME CORPORATION - Purchase Order Terms and Conditions

THIS DOCUMENT CONTAINS RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS PROVISIONS

1. DEFINITIONS. Wherever used in these Purchase Order Terms and Conditions (the "Ts and Cs"), defined terms shall have their stated definitions and for all purposes. "Order" means the purchase order to which these Ts and Cs are attached or incorporated by reference and all other exhibits and attachments which are attached to or which are incorporated by reference in such purchase order (other than terms and conditions which may be included in any Vendor Documents as defined below), all of which shall be deemed included in as an integral part of the Order and all of which shall complement and supplement the other parts. "Signet" means Signet Maritime Corporation and its successors and assigns and "Vendor" shall be the Party designated as such by the Order and its successors and permitted assigns. References to vendors or contractors of Vendor shall be deemed to include sub-vendors and subcontractors thereof of any tier. References to vendors or contractors of Signet shall be deemed to include sub-vendors and subcontractors thereof of any tier other than Vendor and its vendors and contractors. "Party" shall mean either Vendor or Signet as the context requires and "Parties" shall refer to both Vendor and Signet. "Person" means a natural person, company, or corporation or partnership or joint venture or association or other entity of any kind, or any government or governmental agency and whether national, federal, state, or local. "Affiliate" means in relation to a Party a Person directly or indirectly controlling, controlled by, or under common control with such Party, including through one or more intermediaries. For purposes of this definition, "control" shall mean direct or indirect ownership of fifty percent (50%) or more of the voting shares or other ownership interest of the controlled entity or the possession, directly or indirectly, of the power to direct or cause the direction of such entity's management or policies. "Goods" means and includes all materials, equipment, items, and property of every type, kind and description, including future goods, and documentation therefor including installation materials, installation and operations manuals, software, and vendor certified drawings. "Services" means and includes (i) services to be performed by or for Vendor in connection with the design, delivery, shipment, loading, unloading, construction, fabrication, assembly, installation, commissioning, and testing of the Goods and (ii) other services to be performed by Vendor of every type, kind, or description which may or may not be related to the provision of Goods and deliverables in connection with such services. "Work" means all Goods, Services or the result of Services, work, and works covered hereby and as further described, detailed, or set out in the Order. The Work may be provided or performed at Signet's shipyard or other worksites or locations of Signet or of any other Person including the facilities and / or premises of Vendor or its vendors or contractors, Signet's customers, or other vendors or contractors of Signet. "Specifications" means the specifications, plans and drawings, samples, or other descriptions provided or approved by Signet as contained, attached, or referenced in the Order. The term "Liens" means any and all liens, charges, claims, security interests, and similar encumbrances, whether statutory or constitutional or contractual or under common law including any mechanics or materialmen or artisans liens. The term "Applicable Laws" means any and all applicable laws, rules and regulations, domestic or foreign, federal, state, provincial, or municipal, which are now or may become applicable to Vendor, Vendor's provision of the Goods or Services, the Work, or other performance of the Order.

2. GENERAL. All Goods, Services, or Work called for in any part of the Order shall be included within Vendor's overall responsibility and without additional compensation or reimbursement of any kind. The Ts and Cs shall govern and control the Order. The Order including these Ts and Cs shall not be deemed to be added to, supplemented, modified, superseded, or in any other way altered by any terms and conditions that may be contained in any specifications, proposal, quote, offers, acknowledgment, confirmation, invoice or other form of Vendor document (each a "Vendor Document") and notwithstanding Signet taking delivery, accepting, or paying for Goods and/or Services or other Work or any act or omission by Signet or Vendor. Where a specific written contract, including without limitation a supply and/or services agreement, subcontract, master services agreement with issued work orders, equipment purchase agreement, or other similar agreement in respect of the Work (each a "Contract") is entered into between Signet and Vendor, covering the purchase or sale of the Goods or the performance or furnishing of the Services or other Work identified in the Order, the terms and conditions of such Contract shall be deemed to take precedence over these Ts and Cs to the extent of any conflict or inconsistency only. Except when and to the extent a Contract is applicable as provided herein, the Order shall constitute the entire and complete agreement between the Parties concerning this subject matter.

3. ACCEPTANCE; MODIFICATIONS. The Order shall be deemed accepted by Vendor by acknowledgement of receipt and agreement by Vendor on the face of the Order or by other written confirmation of Vendor received by Signet or at Signet's option by Vendor initiating performance of the Order in any manner or by the delivery or performance of the Goods, Services, or Work within the time stated in the Order. It is stipulated and agreed that the Order shall be treated as the first offer made by either Party with respect to the Goods, Services, or other Work covered by the Order and that Vendor Documents, if any, are for the sole purpose of further identifying the Goods, Services, and other Work to be provided or performed. Acceptance of the Order is expressly limited to its terms and conditions, and no additional, different, or contrary terms proposed by Vendor, whether included in any Vendor Document or otherwise, shall be applicable unless separately accepted in writing by Signet. Notice of objection to such additional or different terms proposed by Vendor is hereby given by Signet. If the Order is nevertheless construed as an acceptance of a prior offer from Vendor, acceptance is expressly conditioned on Vendor's assent to any additional or different terms contained in the Order. If the Order is construed as a confirmation of an existing agreement other than a Contract with respect to the subject matter of the Order, the Parties agree that the Order constitutes the final, complete and exclusive terms and conditions of the agreement between the Parties. The Order shall not be amended, modified, waived, cancelled, terminated, or rescinded except in writing signed by Signet.

4. INDEPENDENT CONTRACTOR. Vendor shall be an independent contractor as to the provision of Goods or Services and other Work under the Order. Signet shall have no control or direction over Vendor or Vendor's vendors or contractors and/or its or their respective employees, consultants, or agents, Signet being interested only in the results obtained. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or

employee/employer relationship between the Parties for any purpose. No employee of Vendor or its vendors or contractors shall be deemed for any purpose to be the employee, servant, agent, or representative of Signet. Vendor shall be solely responsible for payment of any and all taxes and insurance, including workers' compensation hereunder regarding itself and its employees.

5. VENDOR OBLIGATIONS. All Goods and Services and other Work provided or performed by Vendor must strictly comply with and fully conform to the Order, including compliance with Specifications and Applicable Laws and without apparent or latent defects, deficiency, damage, material misstatements, or omissions. Non-conforming items will not be permitted without Signet's express prior written consent and receipt by Signet of any non-conforming items without such prior consent shall not constitute delivery of same to Signet under the Order. Vendor shall at its sole cost and expense furnish all labor, supervision, equipment, tools, materials and supplies necessary to properly design, engineer, procure, manufacture, construct, inspect, test, and deliver the Goods and install and commission same if and to the extent provided in the Order and otherwise perform the Services or other Work set forth in the Order. The provision of all Goods and Services and other Work hereunder shall comply with all Applicable Laws, industry standards, and other safety and quality requirements for Goods or Services or other Work of the type supplied hereunder. Vendor represents that it has reviewed and understands the scope of the Goods, Services, and other Work including the Specifications and proposed work schedule and further represents that it and its vendors and contractors shall provide, perform, and execute the Work with due diligence, in a safe, good and workmanlike manner, continuously and diligently, in accordance with generally accepted industry standards including first-class U.S. shipbuilding and ship repair practices if applicable to the Goods, Services, or other Work, and in strict conformity with provisions of the Order. Vendor shall employ only qualified, trained, careful, efficient, competent, skilled, and properly certified personnel to perform the Services and other Work. Vendor shall keep on the job a competent superintendent who shall be in charge of the Services and other Work and shall have full authority to supply personnel, materials, supplies, and equipment as required for expeditious execution of the Services and other Work in strict conformity with the Order. All personnel engaged in the performance of the Services and other Work shall comply with Signet's HSE program for safe work and practices.

6. DELIVERY. Substitutions will not be permitted except with prior written authorization by Signet. Goods or other Work delivered in error or in excess of quantities ordered will be returned at Vendor's sole risk and expense. Vendor will provide Signet with a written or electronic acknowledgement that the Goods or other Work ordered hereunder are available and will be provided in accordance to the terms hereof. Vendor shall promptly deliver all Goods or other Work in accordance with the shipping terms specified and Signet shall have the right in all cases to require physical delivery of the Goods or other Work and shall not be obligated to accept shipping documents in lieu thereof. Vendor shall select the lowest transportation cost available that will meet the delivery requirements including required delivery dates at Signet's designated delivery location, unless otherwise instructed by Signet. Vendor shall complete its obligations under the Order by the applicable interim and final delivery dates specified (or within ten (10) days of Signet's demand after a reasonable time has elapsed if no delivery date is specified in the Order). Combined shipments are not allowed unless otherwise requested by Signet. Vendor shall prepare all Goods for safe transportation in suitable containers or packaging for protection in shipment and storage, and in conformance with carrier's requirements and with any Specifications. No additional charges, such as for packing material, cartage, etc., will be paid by Signet unless expressly stated in the Order. The established price for the Goods or other Work covered by the Order shall include proper packing for safe domestic transportation (or export packing if specified in the Order) via the mode designated in the Order and shall also include all customary loading and securing on the carrier's equipment at the shipping point and unloading at the delivery point unless otherwise covered by the delivery terms specified in the Order. No allowance will be made for packing, cartage, or crating costs of Goods or other Work covered by the Order unless specifically authorized in the Order. Vendor agrees to ship all material covered in the Order via the specified mode, carrier, and routing, and to maintain a complete file of all delivery and shipping documents in the event proof of delivery is required. C.O.D. and cash collect shipments are prohibited. Vendor warrants that Goods or other Work will be adequately contained, packaged, and labeled, and suitably packed to assure safe transit and to secure lowest transportation and insurance rates. Signet's count shall be accepted as final and conclusive on shipments not accompanied by Vendor's itemized packing list. Vendor shall show the Order number on all invoices and packages, include priced packing list, tag each item with part number, and on part number changes show old part numbers in parenthesis. Export symbols, serial numbers, weights, measurements and other identification shall be clearly stenciled on each box, crate, bundle, package, etc., as directed by Signet prior to shipment. No extra charge for marking shall be allowed unless agreed to and specified in the Order. Vendor agrees to provide at or before the time of delivery of the Goods and completion of the Services and other Work, all documentation usually and customarily provided with the Goods and Services or other Work, as well as any documentation that is specifically required by the Order. Delivery of Goods and performance of the Services or other Work shall not be considered to be completed until all required documentation has been delivered.

7. PRICES AND TAXES / INVOICES AND PAYMENT. The prices and rates set out in the Order are firm and fixed for the duration of the Order. Any and all taxes, charges, or fees applicable to the provision of Goods or Services or other Work must be expressly set out and authorized in the Order and separately itemized in Vendor's invoice, including packing and transportation charges. Vendor shall pay all such taxes, charges, or fees assessed against Vendor or its vendors and contractors associated with the provision of the Goods or Services or other Work, and agrees to indemnify, defend, save, and hold Signet, its customers, and its vendors and contractors harmless from and against any collection actions arising out of Vendor's failure to so pay same as and when due. Vendor will accept a valid exemption certificate from Signet in lieu of collection of sales or use taxes with respect to any Goods or Services or other Work. Unless otherwise provided on the face of the Order, invoices together

with required supporting documentation shall be submitted monthly or if sooner upon final delivery of the Goods or completion of the Services or other Work. Invoices not submitted in proper form within ninety (90) days of the date of the applicable interim or final delivery date of the Goods or completion of the Services or other Work shall be deemed barred and shall not be owing by Signet. Invoices shall identify the Order number, vessel or project serviced as applicable, descriptions, quantities, delivery dates and prices. Incomplete or inaccurate invoices will be rejected and returned without action. Payment of invoices will be made within sixty (60) days after receipt and acceptance of Goods or completion and acceptance of Services or other Work and if required by Signet a written release and waiver by Vendor of any Liens arising out of the Work along with written certification to Signet that no Liens have attached or been filed as a result of the Services or other Work. Vendor shall discharge at once, or bond or otherwise secure against all Liens which are filed by its employees, laborers, vendors or contractors, or others on account of the Order and shall defend, indemnify, and hold harmless Signet, its customers, and its vendors and contractors against any and all Claims for or in respect of such Liens. Vendor's right to payment is expressly contingent upon Signet's approval and acceptance of delivered fully conforming Goods or Services or other Work performed in accordance with the Order and approval and acceptance of each invoice, but payment of any invoice or invoices shall not be evidence of Signet's final acceptance of the Goods or Services or other Work purchased under the Order.

8. INSPECTION; TESTS AND TRIALS. All Goods or Services or other Work to be provided hereunder shall be subject to interim and final inspection and testing and trials by Signet as specified in the Order and at any other reasonable time and place requested by Signet including factory acceptance testing at the time and place of manufacture or other performance. Delivery of Goods, Services or other Work shall not be deemed acceptance of such Goods, Services, or other Work by Signet; and acceptance of such Goods, Services, or other Work shall occur only upon successful commissioning, completion, and acceptance by Signet. Signet may return rejected/defective items or other Work to Vendor at Vendor's expense for repair, replacement, or refund, or may retain such items with an equitable price reduction. Vendor shall reimburse Signet for all costs and expenses incurred associated with return of rejected Goods or other Work, regardless of the location of the Goods or other Work when rejected.

9. CHANGES. Signet may in its sole discretion at any time make changes in (a) the Specifications or in the scope of the Order including any changes in the Goods, Services, or other Work including quantities thereof; (b) the method of shipment or packing; (c) the place of delivery or performance; (d) the schedules for delivery, completion, or other performance; or (e) any of the Ts and Cs. If any such change (i) is not caused or contributed to by act or omission of Vendor or its vendors and contractors including unexcused delay or provision of non-conforming Goods or non-conforming / faulty performance of the Services or other Work or breach of any of the Ts and Cs or (ii) is otherwise not expressly provided or implied to be the obligation or responsibility of Vendor hereunder, and such changes results in an increase in cost which cannot be mitigated or avoided or a decrease in the cost (not including increases in cost due to Force Majeure hereunder) or the time required for performance of the Order, an equitable adjustment may be made in the Order price or delivery / completion schedule or both. In such event, the Order may accordingly be modified in writing by Signet. Vendor will proceed diligently with the performance of the modified Order regardless of whether an adjustment in cost or time is pending.

10. DELIVERY TIME AND PLACE; RISK OF LOSS AND PASSAGE OF TITLE. Unless otherwise stated in the Order, the Goods shall be delivered FOB Destination for domestic shipments and DDP Incoterms 2020 for international shipments to a facility or other place and at the times as indicated on the face of the Order. The Services or other Work shall be performed and completed at a facility or other place as indicated on the face of the Order and at the times set out on the face of the Order. If no time for delivery or performance is so specified, delivery and performance shall be made within thirty (30) days from the date of the Order. Time is of the essence. Vendor shall transfer to Signet good and marketable title to all Goods and other Work, free and clear of any and all Liens. Unless otherwise stated in the Order, title to and risk of loss of the Goods and other Work sold or otherwise transferred to Signet hereunder shall pass from Vendor to Signet at the time the Goods are delivered to Signet or the Work is performed in accordance with the terms of the Order; provided that such transfer of title and risk of loss shall not relieve Vendor of any obligations herein, including without limitation any warranty and Indemnity obligations.

11. WARRANTIES.

(a) Vendor warrants that all Goods purchased hereunder shall be new (unless specifically provided otherwise in the Order), shall not have defects in material, components, design, engineering, or workmanship or other defects or deficiencies, shall strictly conform to the Order, and shall be fit for Signet's intended use. The foregoing warranties shall extend for twelve (12) months, unless the Parties agree to a longer warranty period, following the later of delivery of the Goods or other Work to Signet or commissioning, completion, and acceptance of the Goods, Services or other Work. Warranty repairs, refurbishment, replacement, or other warranty work or rework shall be warranted for unexpired remainder of the original warranty period plus an additional twelve (12) months but not to exceed in the aggregate twenty-four (24) months. The warranty granted herein shall survive delivery and acceptance of such Goods or Services or other Work or termination of the Order for any reason and shall be deemed extended to Signet and its successors and assigns, customers, and other users of the Goods, Services, and other Work.

(b) If Signet determines during the warranty period, whether original or extended, set forth in (a) that any such Goods or Services or other Work do not comply with any warranty contained in this Section 11 or elsewhere in the Ts and Cs, then Vendor shall, at Signet's sole option and election and promptly upon notification from Signet, either (i) refund to Signet the amounts paid by Signet for such Goods or Services or other Work, or (ii) repair, replace or re-perform all such Goods or Services or other Work with Goods or Services or other Work that fully comply with the Order, at a facility or other Signet designated place, and at Vendor's sole cost and expense including transportation by the most expedient means, handling, and incidental or extra costs and expenses. If Vendor fails to provide a refund or to so repair, replace or re-perform such Goods or Services or other Work, Signet may obtain Goods or Services or other Work from a third-party or by Signet itself which fully meet the Order, and Vendor agrees to promptly pay or reimburse Signet for all costs and expenses incurred by Signet for or in connection thereof and therewith including any cost thereof in excess of the Order price for the

items in question plus transportation by the most expedient means, handling, and incidental and extra costs and expenses.

12. TERMINATION OF THE ORDER: The rights of Signet provided in this Section 12 shall be in addition to any other rights provided by law or in equity or under the Order. The rights, duties, and obligations of the Parties which expressly or by their nature survive termination or completion of the Order shall remain in full force and effect.

(a) Signet shall have the right to terminate the Order, in whole or in part, for its convenience upon written notice to Vendor. Termination shall be effective upon receipt of such notice or such later date as stated in such notice. Upon receipt of notice, Vendor shall cease performance of the Order as of the effective date. Unless specifically agreed otherwise in writing and subject to inspection, if Signet elects to take delivery, or if previously delivered to retain, any fully completed and conforming Goods, Services, or other Work or the incomplete or otherwise non-conforming portion thereof, Vendor shall be entitled only to payment for any same to the extent not previously paid by Signet prior to the effective termination date, less an equitable reduction for any incomplete or otherwise non-conforming items and less any damages owed under Section 17 hereunder, and less reasonable costs avoided or saved as a result of the termination, but with no additional amount payable by Signet in respect of lost profits or incidental costs of Vendor resulting from such termination.

(b) Signet may terminate the Order in whole or any part thereof for cause, which shall include: (1) if Vendor fails to deliver fully conforming Goods or to properly perform the Services or other Work required by the Order within the time specified in the Order, or any extension thereof granted by Signet in writing in its discretion; and/or (2) if Vendor fails to perform any of the other provisions of the Order, or fails to make progress so as to endanger performance of the Order in strict accordance with its terms, and/or (3) if Vendor becomes insolvent or in the event Vendor files a voluntary petition under any bankruptcy or insolvency law or makes an assignment for the benefit of creditors or in the event a petition under any bankruptcy or insolvency law is filed against Vendor. In the event of termination under (1), (2) or (3) hereof, Signet shall have the right to (i) receive a full refund of all amounts paid by Signet to Vendor, and at its option, Signet may elect in its sole discretion to cover and procure, on such terms and in such manners as it may deem appropriate, Goods or Services or other Work substantially similar to those terminated and to recover from Vendor the excess cost for such similar Goods or Service or other Work and all other amounts that may be legally recoverable by Signet. In the event of termination under (1), (2) or (3) hereof, Signet shall be entitled to recover all damages owed and accrued under Section 17 hereunder as of the date of termination.

13. VENDOR SHALL INDEMNIFY THE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER FOR OR IN RESPECT OF THE FOLLOWING, ARISING OUT OF THE ORDER, AND EVEN IF CAUSED BY FAULT OF THE INDEMNITEES OR ANY OTHER PARTY OR PERSON:

(i) INJURY TO, ILLNESS, OR DEATH OF OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONSULTANTS, OR OTHER PERSONNEL OF VENDOR OR ITS VENDORS AND CONTRACTORS, OR ITS OR THEIR RESPECTIVE PARENT, SUBSIDIARIES, AND OTHER AFFILIATES, OR AGENTS;

(ii) DAMAGE TO, LOSS, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED OR LEASED OR WITHIN THE CARE, CUSTODY, OR CONTROL, OF VENDOR OR ITS VENDORS AND CONTRACTORS, OR ITS OR THEIR RESPECTIVE PARENT, SUBSIDIARIES, AND OTHER AFFILIATES, OR AGENTS;

(iii) ACTUAL OR THREATENED POLLUTION AND DAMAGES DUE TO DISCHARGE, SPILLS OR LEAKS FROM ANY PROPERTY OR EQUIPMENT, WHETHER OWNED OR LEASED OR WITHIN THE CARE, CUSTODY, OR CONTROL OF VENDOR OR ITS VENDORS AND CONTRACTORS, OR ITS OR THEIR RESPECTIVE PARENT, SUBSIDIARIES, AND OTHER AFFILIATES, OR AGENTS, INCLUDING FINES AND PENALTIES, COSTS OF CONTROL, CLEANUP, AND DISPOSAL THEREOF, AND DAMAGES TO NATURAL RESOURCES;

(iv) INJURY TO OR DEATH OF PERSONNEL OR LOSS OF OR DAMAGE TO PROPERTY OF THIRD PARTIES BUT ONLY TO THE EXTENT CAUSED BY VENDOR OR ITS VENDORS AND CONTRACTORS, OR ITS OR THEIR RESPECTIVE PARENT, SUBSIDIARIES, AND OTHER AFFILIATES, OR AGENTS.

THE TERM "INDEMNIFY" AND RELATED TERMS INCLUDING "INDEMNITY" AS USED IN THESE T'S AND C'S MEAN PROTECT, RELEASE, DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS. THE TERM "INDEMNITEES" AS USED IN THESE T'S AND C'S MEANS ALL OR ANY AND IN ANY COMBINATION SIGNET, ITS CUSTOMERS, VENDORS, CONTRACTORS AND SUBCONTRACTORS OF EVERY TIER (OTHER THAN VENDOR), AND ITS AND THEIR RESPECTIVE PARENT, SUBSIDIARIES, AND OTHER AFFILIATES, AND AGENTS AND EACH OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AGENTS, AND INSURERS. THE TERM "CLAIMS" AS USED IN THESE T'S AND C'S MEANS ANY AND ALL LOSSES, LIABILITIES, CLAIMS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES AND EXPENSES AND COSTS OF INVESTIGATION, SUITS, JUDGMENTS, OR CAUSE OR CAUSES OF ACTION WHATSOEVER, WHETHER AT LAW OR IN EQUITY. THE TERM "ARISING OUT OF THE ORDER" AS USED IN THESE T'S AND C'S MEANS ARISING DIRECTLY OR INDIRECTLY FROM, INCIDENT TO, OR CONNECTED WITH THE PERFORMANCE OR BREACH OF THE ORDER OR THE T'S AND C'S. THE TERM "THIRD PARTIES" AS USED IN THESE T'S AND C'S MEANS ANY PERSON OTHER THAN THE INDEMNITEES OR VENDOR OR ITS VENDORS AND CONTRACTORS, OR ITS OR THEIR RESPECTIVE PARENT, SUBSIDIARIES, AND OTHER AFFILIATES, AND EACH OF ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS. THE TERM "FAULT" AS USED IN THESE T'S AND C'S MEANS SOLE, JOINT, OR CONCURRENT NEGLIGENCE IN WHOLE OR IN PART BY, UNSEAWORTHINESS OF ANY VESSEL WHETHER OR NOT BELONGING TO, OR STRICT LIABILITY OF ANY INDEMNITEE AND IN ANY COMBINATION,

AND REGARDLESS OF WHETHER PRE-EXISTING THE ISSUANCE OF the ORDER, THE PARTIES EXPRESSLY AGREE THAT INSURANCE AVAILABLE TO THE INDEMNITEES SHALL NOT BE PRIMARY TO NOR NEED TO BE EXHAUSTED BEFORE VENDOR IS REQUIRED TO HONOR ITS INDEMNITY OBLIGATIONS UNDER THESE T'S AND C'S. SIGNET SHALL BE ENTITLED TO RECOVER ATTORNEYS FEES AND COSTS INCURRED WITH RESPECT TO ENFORCING ANY DEFENSE OR INDEMNITY OBLIGATION OWED HEREUNDER.

14. INSURANCE. Vendor warrants that the insurance coverages including minimum limits, deductibles, and policy forms of the primary and excess policies as set out in Vendor's certificate of insurance, which shall be provided to, reviewed, and approved by Signet prior to or concurrently with issuance of any Order, shall be obtained and maintained at all times during the performance of the Order. Failure of Vendor to provide such certificate of insurance or failure of Signet to object to any deficiencies therein shall not be deemed a waiver of Signet's rights or a release of Vendor's obligations hereunder. Such insurances shall further cover the Indemnity obligations assumed by Vendor in Section 13 hereinabove but the limits and coverages of such insurances shall not limit the amount or scope of such Indemnity obligations and shall cover the losses, liabilities, and risks which are the subject of the Indemnity obligations regardless of whether such Indemnity obligations are unenforceable for any reason. Signet and each other Indemnitee shall be named as additional insureds on all policies set forth in Vendor's certificate of insurance (except the Workers' Compensation policy) and all policies (including the Workers' Compensation Policy) shall provide for a waiver of subrogation, whether equitable, at law, by loan receipt, or otherwise in favor of Signet and each other Indemnitee. All such policies shall be primary as to such additional insureds without right of contribution or indemnity from any policies maintained by any of such additional insureds. If Vendor is accessing Signet's vessels or facilities, Vendor hereby attests that the watercraft exclusion to its General Liability policy has been deleted and Vendor's insurances shall specifically include Ship Repairers Legal Liability, both primary and excess, if the Services or other Work include or are performed in connection with vessel repair or modification.

15. HAZARDOUS MATERIALS / POLLUTION. Vendor shall notify Signet, in advance of shipment, of any Goods or Work that are considered under applicable law to be hazardous or dangerous. Vendor shall mark and ship such Goods or Work in full compliance with all applicable laws or regulations. Vendor shall exercise all reasonable diligence to conduct its operations in a manner that will prevent pollution or contamination and Vendor shall comply with all applicable laws, ordinances, permits, rules, regulations, and other provisions regarding pollution. Vendor shall not permit pollutants or contaminants to be discharged or to escape from Signet's or Vendor's equipment, vessels, or facilities into the waterways or sea. Vendor will take all reasonable measures to instruct its personnel in such matters and to prevent such pollution or contamination. Vendor also acknowledges that Signet may be legally responsible as the lead or responsible party in connection with clean-up and disposal of all spills or other pollution or contamination emanating from Signet's or Vendor's equipment, vessels and facilities, and Vendor agrees to Indemnify the Indemnitees for, from and against, or in respect of any and all Claims therefor Arising out of the Order. Vendor further agrees that it will not interfere in Signet's clean-up efforts even though Vendor may ultimately be responsible to bear some or all of the cost of those efforts.

16. FORCE MAJEURE. The stipulated interim or final delivery dates or completion dates under the Order shall be subject to extension by reason of Force Majeure as defined herein which both directly and unavoidably prevents or delays such provision or performance, provided that Vendor strictly complies in full with each of the stated requirements of this provision. The Parties agree that "Force Majeure" shall consist only of the following forces, events, or conditions, to the extent in each case which are undisclosed, unforeseen, or unforeseeable, are beyond Vendor's reasonable ability to mitigate, avoid, or control, and which are not caused or contributed to, directly or indirectly, by the negligence, strict liability or other legal fault of Vendor or its vendors or contractors: acts of God, governmental act or edict, acts of the public enemy, war, preparation for war, the intervention of the military or other agencies of government, blockade, sabotage, riots, insurrection, strikes, lockouts, or any other industrial disturbance when not involving solely Vendor's personnel, fire, floods, and named tropical storms (each, a "Force Majeure Event"). When Vendor has reason to believe that any stipulated interim or final delivery dates or completion dates may be affected by any Force Majeure, Vendor shall notify Signet in writing within five (5) days of the commencement of same, identifying and providing details of the Force Majeure and furnishing an estimate, if possible, of the extent of the delay. Vendor shall likewise provide written notice to Signet within five (5) days of the cessation of such Force Majeure. If proven by Vendor, the relevant stipulated interim or final delivery dates or completion dates shall be extended by the period of time the same is prevented or delayed directly by such Force Majeure, provided a change order is submitted and accepted by Signet for the schedule change. In no event shall Vendor be entitled to any additional compensation, remuneration, or reimbursement of any kind as a result of Force Majeure preventing or delaying the provision and performance of all Goods and Services or other Work to be performed by Vendor under the Order.

17. LIQUIDATED DAMAGES. If Vendor fails to complete and deliver the Goods, Services, or other Work on or before the interim or final delivery dates or completion dates therefor set forth in the Order, Signet shall have the right to reduce the Order price or otherwise recover from Vendor the amount of liquidated damages specified in the Order or if not otherwise specified an amount equal to one percent (1%) of the total price of the Goods, Services, or other Work as set out in the Order, per day or part of a day of late delivery or completion, not to exceed in the aggregate a sum, if any, stated in or determined under the Order as a cap on such liquidated damages or if not so stated or determined under the Order a cap amount equal to 50% of such total price. The Parties agree that Signet will suffer damages due to any failure to complete and deliver the Goods, Services, or other Work on or before the interim or final delivery dates or completion dates therefor set forth in the Order. The Parties further agree that calculations of actual damages for such late delivery or completion would be extremely difficult and impractical to forecast, that the liquidated damages provided hereunder are reasonable and represent a genuine pre-estimate of the losses that Signet may suffer as a result of Vendor's failure to meet its obligations for timely delivery or completion, and do not constitute a penalty. Accordingly, each Party hereby expressly waives any defense or right to contest the validity of such liquidated damages on the grounds that they are void as penalties or are not reasonably related to actual damages or any other reason of any kind. In the event

the liquidated damages set forth herein are nevertheless deemed or held to be unenforceable for any reason, Vendor specifically agrees to pay to Signet all actual damages incurred by Signet in connection with, arising out of, attributable to, or relating to, the delay in the required delivery or completion, provided that such damages shall not exceed an amount equal to the amount of the liquidated damages otherwise called for hereunder. Signet shall have the right to deduct or offset such damages from any amount owed to Vendor at any time and under the Order or any other Order or Contract. The payment of liquidated damages shall not relieve Vendor from any of its obligations and liabilities under the Order including the obligation to deliver and complete the Goods, Services, or other Work.

18. WRONGFUL REFUSAL, REJECTION, OR REVOCATION. If Signet wrongfully refuses delivery or completion or rejects or revokes acceptance of any Goods or Services or other Work, then Vendor's exclusive remedy against Signet is limited to the recovery of the difference, if any, between: (a) the Order price of directly affected Goods or Services or other Work; and (b) the resale price for such Goods, Services, or other Work when sold in a commercially reasonable manner, or the costs avoided with respect to Services not provided, and less any expenses saved. Any recovery by Vendor hereunder is directly limited by and will not exceed the Order price for the affected Goods, Services, or other Work. **ALL OTHER RIGHTS, REMEDIES, AND DAMAGES OF VENDOR ARE HEREBY EXCLUDED AND WAIVED BY VENDOR.**

19. WAIVER, SEVERABILITY, SUBCONTRACTING AND ASSIGNMENT. No failure of Signet to insist upon strict conformance to any provision hereof shall operate as a waiver of subsequent enforcing or requiring of strict conformance to the provisions hereof. If any provision (or portion thereof) of these Ts and Cs shall be declared invalid or unlawful, the remaining provisions shall not be affected thereby and the invalid or unlawful provision or portion thereof of the Order shall be reformed to comply to the fullest extent possible with the intent of the otherwise invalid or unlawful provision (or portion thereof) or if reformation is not possible such provision or portion thereof shall be deemed excluded from the Order. Vendor may not subcontract or assign, in the aggregate and whether to one or more Persons, more than thirty percent (30%) of the value of the Order without the specific written approval of Signet in its sole discretion. Any subcontract or assignment entered into by Vendor without the prior written approval of Signet shall be null and void. No subcontracting or assignment shall relieve Vendor of any of its obligations hereunder. The Order is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Order.

20. CONFIDENTIALITY. Subject to the terms and conditions of any separate confidentiality and non-disclosure agreement between Vendor and Signet, information of Signet disclosed to Vendor preparatory to or during the performance of the Order is proprietary to Signet and shall be kept confidential by Vendor. Vendor shall protect all proprietary and confidential information of Signet using commercially reasonable efforts but in any event not less than the efforts used by Vendor to protect its own proprietary and confidential information. Signet's information may be used by Vendor solely for the purposes of performing the Order. Such information shall not be published, disseminated, revealed, or otherwise disclosed or used by Vendor in any other manner without the expressed written consent of Signet.

21. DRAWING AND TECHNICAL DATA. Vendor, if required as part of its performance under the Order, shall supply any and all printed materials such as service and technical manuals, catalogs, drawing cuts, certified prints, characteristic curves, part lists, and diagrams relating to the Goods or the Services or other Work or other Vendor Documents on or before the date specified by Signet. The failure of Vendor to deliver the foregoing materials shall be a basis for Signet's nonpayment of any invoice for such Goods or Services or other Work. All such materials supplied by Vendor or specifically prepared at the request of Signet shall at all times, be and remain the property of Signet and shall be delivered to Signet on demand. Signet shall retain all rights, title and interest in any plans, specifications, working drawings, technical descriptions, engineering calculations, construction drawings, test results, data, information, documents and other intellectual and proprietary property furnished by Signet to Vendor.

22. PATENTS AND COPYRIGHTS. Except for Goods or Work manufactured to Signet-furnished specifications and designs, **VENDOR AGREES TO INDEMNIFY THE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS FOR OR IN RESPECT OF VIOLATION OR ALLEGED VIOLATION OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, PROPRIETARY INFORMATION RESTRICTIONS, TRADE SECRETS OR THE LIKE BROUGHT AGAINST SIGNET BY ANY ENTITY ARISING OUT OF THE PERFORMANCE OF THE ORDER.** Signet may assume its own defense in any such proceeding, in which event the foregoing indemnity shall extend to Signet's costs thereof and reasonable attorney's fees.

23. COMPLIANCE WITH SAFETY, SECURITY AND ENVIRONMENTAL POLICIES. It is understood by the Parties that Vendor is an independent contractor and Signet has no responsibility or duty to supervise Vendor's safety and health programs relative to the Order. When Vendor's employees or employees of Vendor's vendors or contractors are present at facilities or property owned or leased by Signet or which Signet is permitted to access they shall immediately familiarize themselves and comply with any posted safety, security and environmental rules of Signet or the owner of the property, emergency procedures and other safety, security and environmental requirements, including those security regulations issued by any governmental entity.

24. COMPLIANCE WITH APPLICABLE LAWS, RULES, REGULATIONS, AND EXECUTIVE ORDERS; PERMITS. In the performance of its duties and obligations under the Order and these T's and C's, Vendor shall fully observe and comply, and shall ensure that its vendors and contractors and their respective agents, fully observe and comply, with all applicable laws, rules, regulations, and executive orders, whether federal, state, or local. **SHOULD VENDOR OR ITS VENDORS OR CONTRACTORS OR ANY OF ITS OR THEIR RESPECTIVE AGENTS FAIL TO COMPLY WITH ANY LAWS, RULES, REGULATIONS, OR EXECUTIVE ORDERS, VENDOR SHALL INDEMNIFY THE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS FOR OR IN RESPECT OF FINES, PENALTIES OR ENFORCEMENT PROCEEDINGS.** Vendor, at its expense, shall also procure and keep in force all permits necessary for itself and its vendors

and contractors to perform the Order. Vendor shall maintain a clean and safe work area and shall from time to time during the progress of the Work remove from the facilities all debris, trash, and unused materials. Upon completion of the Work, Vendor and its vendors and contractors shall remove all equipment for which it is responsible and leave the facilities in a clean and workmanlike condition in the same condition in which the facilities were at the commencement of the Order, subject to normal wear and tear.

25. AUDIT. For five (5) years following the completion or termination of the Order, and upon reasonable prior written notice to Vendor, Signet and/or its customer (if any) shall have the right to audit all documents related to the provision of the Goods, Services, or other Work under the Order. Vendor shall have the right to exclude any trade secrets, processes, monetary portions of Vendor's payroll records, any components of Vendor's fixed rates or mark-ups, and third-party invoices (other than reimbursable third-party invoices) from such audit.

26. STATUTORY EMPLOYER. In all cases where the employees of Vendor or its vendors or contractors are covered by workers' compensation laws including the Mississippi Workers' Compensation Law, Miss. Code Ann. § 71-3-1 *et seq.*, the Parties agree that all Work performed by the employees of Vendor or its vendors or contractors pursuant to the Order is Work performed by an employee of both Vendor or its vendors or contractors and Signet for purposes of such laws including Miss. Code Ann. § 71-3-9, and Signet shall be entitled to the protections that are afforded a statutory employer under such laws. Irrespective of either Party's status as the employer (as defined in such laws including Miss. Code Ann. § 71-3-3) of any such employees, Vendor shall remain responsible for the payment of workers' compensation benefits to its payroll employees and shall not be entitled to seek contribution for any such payments from Signet. Nothing in the Order shall in any way change Vendor or its vendors and contractors' obligation regarding Indemnity or contribution to Signet pursuant to the Order or any statute, regulation or otherwise in the event that Signet is deemed to be the statutory employer of Vendor or its vendors or contractors' employees or pays compensation benefits of any nature. Vendor and its vendors and contractors shall remain responsible for the payment of compensation to its employees and shall not be entitled to seek Indemnity or contribution for such payments from Signet.

27. SET OFF. Signet may, at its option, set off any loss, damage, liability or claim that Signet may have against Vendor against any performance or payment due to Vendor under the Order or otherwise against any and all sums which Signet owes to Vendor under the Order or otherwise.

28. NOTICES. All notices given under the Order shall be in writing and shall be sent to the respective address of Vendor and Signet on the face of the Order by registered or certified mail, return receipt requested, by confirmed facsimile, by e-mail the receipt of which is confirmed by the addressee, by recognized international courier, or by receipt of hand delivery, and shall be effective when received however given. Vendor or Signet shall notify the other in writing of a change of address, in which event the notices shall be mailed, facsimiled, e-mailed, or delivered to the changed address.

29. ELECTRONIC TRANSMISSION. Any electronic transmission of the Order, by Portable Document Format ("PDF"), software, or fax, and whether sent by e-mail or otherwise, and any electronic or printed summary report or data summary of the information contained in the Order, will constitute and have the effect of an original delivered document or writing for all purposes including admission into evidence in any legal proceedings.

30. INTERNATIONAL SHIPMENTS. Vendor represents and warrants that it has and will continue to comply with all United States Customs and Border Protection ("CBP") laws and regulations, including without limitation Title 19 of the Code of Federal Regulations, and all other laws and regulations pertaining to the importation of the Goods (including, but not limited to all necessary classification, marking, valuation of such Goods, and recordkeeping) into the United States of America, as applicable. Vendor shall provide Signet all necessary and accurate documentation required for the importation of the Goods, including, but not limited to, commercial invoices, bills of lading or airway bills, certificates of origin, certificates of pre-shipment inspection, as applicable, packing lists, Importer Security Filings (ISF), as applicable, arrival notices, delivery orders, transportation invoices, as applicable, proof of insurance, and any other documents required by CBP, that are reasonably requested by Signet, or are customarily utilized in similar trade. Unless otherwise agreed to in writing by the Parties, Vendor shall be responsible for the payment of all duties, taxes, and fees incurred as a result of the importation of the Goods. Vendor shall, upon written request, provide Signet with certifications or declarations of compliance with United States import laws and regulations, including compliance with any restrictions or prohibitions on the importation of certain goods governed thereby. Vendor shall be liable for any penalties, fines, or other liabilities arising from its failure to comply with U.S. import laws and regulations, including those related to inaccurate or incomplete documentation, misclassification of Goods, or failure to pay required, duties, taxes, and fees, as applicable. The Parties agree to cooperate fully with any CBP audit or investigation related to the importation of Goods under the Order or these T's and C's and shall promptly provide CBP all requested documentation and information, subject to the confidentiality provisions in Section 20 herein. Vendor further represents and warrants that it has not and will not engage in or facilitate any transaction or activity: in, to or through – or involving services from – Cuba, Iran, North Korea, Sudan or Syria; involving a vessel (including shipment on any airplane, ship or other means of conveyance) flagged by or registered in or under their laws; with their governments (including with companies or banks owned or controlled by their governments); involving the military or armed groups in Burma/Myanmar; involving any person on an international restricted parties list (such as U.S. Specially Designated Nationals list, various restricted parties lists maintained by the U.S. Departments of Commerce and State, and similar lists maintained by U.N., E.U., and other government agencies of the United States or other nations); involving any entity named as a Financial Institution of Primary Money Laundering Concern pursuant to the U.S. Bank Secrecy Act; involving any Cuban entities; or involving services of North Korean origin or products of Burmese/Myanmar origin. Without limitation to the foregoing, the Vendor certifies that it has not and covenants that it will not engage in any transaction or business relationship with any individual, entity, or organization that is subject to sanctions imposed by any relevant government or international body and, for the avoidance of doubt, shall not subcontract any

services requested by Signet hereunder to any such individuals, entities, or organizations at any time whatsoever. Vendor shall conduct reasonable diligence on its subcontractors or any third parties in which Vendor delegates any of its performance obligations and shall be solely responsible for ensuring that its subcontractors or other third parties comply with all applicable import laws.

31. GOVERNING LAW. THE ORDER AND THESE T'S AND C'S WILL BE GOVERNED BY THE MARITIME LAWS OF THE UNITED STATES AND TO THE EXTENT MARITIME LAW IS NOT APPLICABLE THEN BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. ANY AND ALL DISPUTES HEREUNDER OR IN CONNECTION HEREWITH SHALL BE HEARD AND DECIDED EXCLUSIVELY IN THE FEDERAL COURTS IN THE UNITED STATES SOUTHERN DISTRICT OF TEXAS OR THE COURTS OF THE STATE OF TEXAS IN HOUSTON, TEXAS, TO WHOSE JURISDICTION AND VENUE THE PARTIES HEREBY IRREVOCABLY SUBMIT. THE PREVAILING PARTY IN ANY SUCH DISPUTES SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS FEES, COSTS, AND EXPENSES FROM THE OTHER PARTY. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE ORDER.

32. MISCELLANEOUS. The ruling language of the Order shall be the English language. Headings in the Order are for convenience of reference only and shall not form a part of the Order. Unless the context requires otherwise, (i) references in the Order to "herein", "hereof", "hereunder", "hereinabove", "hereinbelow", "hereinafter", and similar terms shall refer to the Order as a whole and references to Articles, Sections, Exhibits, or other attachments shall refer to the Articles, Sections, Exhibits, or other attachments of the Order, (ii) words used in their plural form include their singular form, and vice versa; and words imputing a particular gender include any gender, (iii) "including" or "include" shall mean including without limitation or limit, and (iv) the word "or" is not excluding. Wherever in the Order there is a reference to Signet's authorization, approval, or consent, such authorization, approval, or consent by Signet must be in writing and may be granted or withheld in Signet's sole discretion. Unless otherwise specified herein, "days" shall mean calendar days and all periods of time shall be computed by including Saturdays, Sundays and holidays, except that if such period terminates on a Saturday, Sunday or holiday, it shall be deemed extended to the business day next succeeding. The currency of the Order shall be U.S. Dollars unless otherwise specified in the Order.

Ver. 04/21/2025