

OVERSEAS SERVICE LOGGING TERMS AND CONDITIONS OF SUPPLY

1. GENERAL

- 1.1 In these conditions:
- a. "Company" means Robertson Geologging Limited.
 - b. "Conditions" means these Terms and Conditions of Supply.
 - c. "Contract" means any contract between the Company and the Customer for the Supply of any Equipment and/or Services, incorporating these conditions.
 - d. "Customer" means the individual, firm, company or other party with whom the Company contracts.
 - e. "Services" means any service to be provided by the Company pursuant to the Contract, whether in relation to the supply of goods or otherwise and where the Contract is for or includes work or work and materials, the supply of labour.
 - f. "Acceptance of order form" means the Company's formal written acknowledgment of the Customer's order for the supply of the Services, which shall incorporate these Conditions.
 - g. "Equipment" means all equipment, goods, tools, materials and parts supplied and/or utilised by the Company in connection with the provision of the Services.
 - h. "First Port of Entry" means the airport or port at which initial customs clearance of the Equipment will take place.
 - i. "Intellectual Property Rights" means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these Conditions.
- 1.6 Any quotation or estimate given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until such order is accepted in writing on the Company's acceptance of order form.
- 1.7 Any Contract shall incorporate and be subject to these Conditions.
- 1.8 The only terms that shall govern the Contract shall be those contained in the Company's acceptance of order form, and any statement or representation, whether written or oral, which is made or given prior to, or contemporaneously with, the date of the Contract is hereby expressly excluded.

2. CHARGES

- 2.1 The Services shall be provided on a daily basis, such day to begin at midnight, and shall be subject to any minimum charge which may apply. The Company shall carry out the Services only during such working hours and on such working days as shall be agreed between the Company and the Customer. The Engineer's day rate covers a maximum of 12 working hours within any single working day. Engineers must be allowed 8 hours continuous rest within any 24 hour period. If the Customer requests that overtime be worked and the Company agrees, such overtime shall be paid for by the Customer in addition to the Contract price.
- 2.2 Where any price has been calculated based upon a specific completion period, the Company reserves the right to vary the price should the Customer request and the Company agree to completion over a different period.
- 2.3 The day rate for the Company's engineers shall be chargeable from the time that the Company's service personnel depart the Company's base in Deganwy, North Wales UK up until the time that the Company's service personnel return to base. The Customer shall reimburse the Company for the return transportation costs of all service personnel.
- 2.4 Charges for the Equipment shall be chargeable from the time that the Equipment departs the Company's base in Deganwy, North Wales UK up until the time that the Equipment has been returned to base.

- 2.5 The cost of any variation or modification in the specification of the Services requested by the Customer after the date of the Company's acceptance of the Customer's order shall, if such variations or modifications are accepted by the Company, be borne solely by the Customer.
- 2.6 The Customer shall arrange for the shipment of all Equipment ex-works Deganwy, or (if requested by the Customer and accepted by the Company) shall reimburse the Company for transportation between the Company's base in Deganwy, North Wales UK and agreed First Port of Entry. The Customer shall be responsible for arranging customs clearance and for arranging local transport for the Equipment to and from the site designated for performance of the Services, in each case at the Customer's sole cost.
- 2.7 All Equipment shall be transported at the Customer's sole risk. Ownership of the Equipment shall remain at all times with the Company and the Customer shall not charge, pledge, encumber or exercise any lien over the Equipment. Upon the earlier of (a) the completion of the Services or (b) the termination of the Contract, the Customer shall return the Equipment to the Company's base in Deganwy, North Wales UK at the Customer's expense, failing which the Company may enter the premises where the Equipment is located in order to repossess it and the Customer shall promptly and fully reimburse the Company for all costs incurred in connection with repossessing the Equipment as aforesaid. The Customer shall, at its sole expense, effect and maintain adequate and sufficient insurance coverage to fully protect any and all Equipment and/or service personnel provided to the Customer by the Company under the Contract and shall supply to the Company, upon request, satisfactory evidence of adequate and sufficient insurance coverage as aforesaid.
- 2.8 In any instance where any member of the Company's service personnel is injured or falls ill, the Customer shall promptly seek and obtain medical assistance for the afflicted individual (up to and including hospitalisation, where necessary) and shall promptly notify the Company of the afflicted individual's medical condition. Where the Company has notified the Customer that the Company's insurance provides coverage under the circumstances, the Company will cover the afflicted individual's medical costs (and repatriation costs, where necessary) together with the transportation costs involved in providing the Customer with a replacement engineer. Where this is not the case, the Customer shall arrange sickness and injury cover for the Company's service personnel on the same terms as for the Customer's own staff.
- 2.9 The Customer shall procure any and all import licenses, export licenses, radioactive source licences, visas or other authorizations required for the performance of all obligations under the Contract. The Customer shall be solely responsible for the payment of any and all customs fees, duties, and government or local taxes (including VAT, sales, excise or any other analogous taxes).
- 2.10 The Customer shall furnish quarters and meals of a satisfactory standard for the Company's service personnel, or shall reimburse the Company for all living expenses reasonably incurred by service personnel at cost plus 10%, beginning from the time that service personnel depart the Company's base in Deganwy, North Wales, UK and continuing until service personnel return to base.
- 2.11 The Customer shall pay to the Company any additional sums which, in the Company's reasonable discretion, are required as a result of the Customer's instructions, lack of (or inadequate) instructions or delay in providing instructions, or any other cause attributable to the Customer directly or indirectly, including, without limitation, any failure by the Customer to fulfil any obligation set forth in Condition 6 or Condition 17. If, after the date of acceptance of the Company's order pursuant to Condition 1.6, any increase shall occur in the cost of any materials, labour, transport or other items (including overheads) which the Company has to pay or incur in the performance of the Contract, then the amount of any increase in such costs shall be added to the Contract price and the Customer shall pay the resultant increased price.

3. PERFORMANCE

- 3.1 The Company will use its reasonable endeavours to comply with any date for the commencement and/or completion of the Services if any such date is stipulated in the Contract, but unless the Contract expressly provides otherwise, any such date shall constitute an estimate only. In any event, if the Company, having used its reasonable endeavours pursuant to this Condition 3.1 to do so, fails to commence and/or complete the Services by any date stipulated in the Contract, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated, or to rescind it or any related contract in whole or in part, or claim compensation for such failure or for any consequential loss or damage resulting therefrom. Without prejudice to either this Condition 3.1 or Condition 7.2, in the event that any failure of the Equipment causes any delay in the performance of the Services, the Company will use its best efforts to promptly rectify such failure and the charges payable for the Company's engineer(s) and Equipment shall be suspended from the time of failure of the Equipment to the time that performance of the Services can be resumed and this shall constitute the entire liability of the Company in these circumstances. For the avoidance of doubt, the suspension of any applicable day rate for the Company's engineer(s) and Equipment shall be pro-rated for the period during which performance of the Services is suspended, so as not to unjustly enrich the Customer.
- 3.2 The Company will use its reasonable efforts to ensure that all service personnel furnished are of a competent standard and that all Equipment supplied is in good condition. The Company's service personnel will undertake the work requested with reasonable skill and care; however, because of the nature of the work to be undertaken and because of the unpredictable conditions which are regularly encountered whilst undertaking work of this nature, any particular results desired by the Customer cannot be and shall not be guaranteed by the Company.

- 3.3 The Company reserves the right not to undertake any work if, in its reasonable opinion, prevailing conditions would render any such action inadvisable.
- 3.4 The Customer acknowledges that the Company's service personnel are being furnished to the Customer for the purpose of undertaking tasks which are to be assigned to service personnel by the Customer, that the Company's service personnel shall be deemed at all material times to be under the control, direction and supervision of the Customer, that the Customer shall be regarded as the primary decision maker with respect to any assigned task and that the Customer shall retain complete control and supervision of the well and performance of operations in and about the well. For the avoidance of doubt, the Customer shall be solely responsible for any loss or damage which occurs as a result of the Company's service personnel following the Customer's instructions, except to the extent (if any) that the Company's service personnel have acted negligently.
- 3.5 The Company may perform the Services in separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 3.6 Without limiting any of the provisions of and without prejudice to the generality of Condition 2.2, where the Services are to be supplied by the Company in accordance with periodic schedules or any similar requirement of the Customer, the Customer shall not be entitled to cancel or vary any such schedule or requirement which is expressed by the Customer to be a firm requirement without the prior written consent of the Company and in any event, the Company shall be entitled to full and prompt reimbursement of any additional costs, charges and expenses incurred or suffered as a result of any cancellation or variation.
- 3.7 Without limiting any of the provisions of and without prejudice to the generality of Condition 2.2, when expedited completion is agreed by the Company, the Customer shall fully and promptly reimburse the Company for any overtime payments and/or other costs, charges and expenses incurred by the Company. Where postponement of completion is agreed by the Company, the Customer shall, if required by the Company to do so, fully and promptly reimburse the Company for all costs, charges and expenses occasioned thereby.
- 3.8 Without limiting any of the provisions of and without prejudice to the generality of Condition 2.11, if performance of the Contract is suspended at the request of, or delayed through the default of, the Customer, for any reason including (without prejudice to the generality of the foregoing) lack of, incomplete or incorrect instructions, or any refusal to accept the provision of the Services for a period of (28) days or more, the Company shall be entitled to immediate payment at the Contract rate for any Services already undertaken together with any other costs, charges and expenses thereby incurred, including any and all storage and insurance charges.
- 3.9 Without prejudice to the generality of Condition 7.4 (ii), the Company shall not be responsible for indirect, incidental or consequential damages of any kind, which shall include but not be limited to loss of profits, use or business opportunity, damages for failure to meet any deadline or performance date, redrilling expenses, well control expenses, subsurface damage, wreck or debris removal expenses, loss of hole, reservoir or formation damage, pollution damage or any time, labour or productivity lost due to any absence of, injury of, or illness of any engineer supplied by the Company.

4. PAYMENT

- 4.1 Unless otherwise agreed by the Company in writing, the Contract price for the Services shall be payable net cash in sterling at the Company's address stated herein no later than thirty days from the date of the Company's invoice therefor.
- 4.2 The Customer shall pay the Company in full for any and all Equipment and/or Services at the Contract price, whether or not any results desired by the Customer are achieved, without any deduction or offset of any kind and irrespective of any claim which the Customer may assert against the Company or any supplier and/or manufacturer of the Equipment.
- 4.3 Where the Services are to be performed in instalments, the Customer shall pay for each instalment upon the terms set out in Condition 4.1.
- 4.4 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company, upon the expiration of (7) days from the payment due date, to terminate the Contract, or to suspend performance of the Services until full payment is received, without prejudice to any other remedy available to the Company.
- 4.5 Unless otherwise agreed by the Company in writing, the Customer shall not be entitled to set-off against any monies due to the Company under the Contract, any amount claimed by or due to the Customer by the Company, whether pursuant to the Contract or on any other account whatsoever.
- 4.6 The Company shall be entitled to interest on any part of the Contract price not paid by its due date from that date until actual payment at the rate of 4 per cent per annum above the base lending rate of Barclays Bank PLC prevailing from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall pay the interest immediately on demand.

- 4.7 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision. This Condition 4.7 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 4.8 No payment shall be deemed to have been received until the Company has received cleared funds.
- 4.9 The Company is not obliged to accept orders from any Customer who has not supplied the Company with references satisfactory to the Company; if at any time the Company is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer, in which event all amounts owing by the Customer to the Company shall be immediately payable in cash.
- 4.10 The Company may set a reasonable credit limit for the Customer. The Company reserves the right to terminate or suspend the Contract for the supply of the Equipment and/or the provision of the Services if allowing it to continue would result in the Customer exceeding the Customer's credit limit or the Customer has already exceeded the credit limit.

5. DRAWINGS AND SPECIFICATIONS

Unless it is expressly stipulated in the Contract that any figures or statements in the Contract (or in any of the Company's catalogues, sales literature or in any relevant drawings or other documents supplied by the Company in relation to the supply of the Services) are guaranteed to be accurate and precise, any and all such figures and statements shall be deemed to be approximate only.

6. THE PARTIES' RESPECTIVE OBLIGATIONS

- 6.1 Where the Services are to be carried out at the premises of the Customer (or at the premises of any other person, or at any other site) the Customer undertakes to provide or to procure the provision free of charge of:
- (i) proper, safe and secure storage and protection of all Equipment on site;
 - (ii) free, safe and unencumbered access to the site and to any area in which the Services are to be performed; and
 - (iii) all facilities and services necessary to enable the Services to be performed properly, safely and expeditiously;
- 6.2 Without limitation, the Customer shall:
- (i) be solely responsible (at its own cost) for preparing and maintaining the site for the supply of the Services and for reinstating the site once performance of the Services has been completed;
 - (ii) be solely responsible for ensuring the safety of any and all persons who are or may be present on the site during the performance of the Services (both inside and outside normal business hours), including but not limited to restricting access to those areas of the site where the Services are or are to be performed to those individuals engaged in performing the Services, or providing assistance to those so engaged;
 - (iii) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the site.
- 6.3 The Company shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the site and that have been communicated to it under Condition 6.2 (iii), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 6.4 Prior to performance of the Services, the Customer shall remove from the site any item that could pose an obstacle to the performance of the Services. The Customer shall incur additional charges if the Company has to remove, dismantle and/or dispose of any item at the site. Without limitation, the Customer acknowledges that no cleanup work will be carried out by the Company and that any waste material arising from the performance of the Services shall be removed by the Customer at the Customer's cost. If the Company discovers, before or during the performance of the Services, problems at the site which materially affect the Company's ability to perform the Services in accordance with the Company's standards at the Contract price, it shall be free to vary the price. Without limitation, any additional costs caused by any delay in the performance of the Services, or any suspension of performance, at the site (for reasons beyond the control of the Company) e.g industrial action, shall be treated as a variation to the Customer's original order and the Customer shall be liable for any such additional costs.
- 6.5 If any Services are to be performed by the Company in accordance with any specification submitted by the Customer, then without limiting the generality of Condition 6.8, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in

connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any patent, copyright, design, trade mark or any other intellectual property right of any other person resulting from the Company's use of any specification so submitted.

- 6.6 If the Company's performance of its obligations under the Contract is prevented, delayed, suspended or otherwise adversely affected by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 6.7 The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 6.8 The Customer shall hold the Company harmless and keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 6.9 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of the Services or termination of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 6.10 Any consent given by the Company in accordance with Condition 6.9 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.
- 6.11 All Equipment supplied, utilised and/or stored on site shall at all times be at the sole risk of the Customer and if the Equipment or any part thereof is lost, damaged or destroyed through any cause whatsoever, the Company shall be entitled to charge as a variation to the Contract price for the restoration or replacement on a new-for-old basis at the manufacturer's current list price, any Equipment so lost, damaged or destroyed. Without limitation, the Customer shall be responsible for and shall fully compensate the Company for any and all expenses, costs, losses (including loss of utility and/or loss of charges) and/or damage incurred by or against the Company (or likely to be so incurred), arising from any defect or shortage in, loss of, theft of, damage to, and/or malfunction or breakdown of the Equipment attributable to any act or omission of the Customer.
- 6.12 The Customer shall for the benefit of the Company insure and keep insured with such reputable insurers as the Company shall approve, the full value of the Equipment (and the cost of any associated professional fees or services) against every kind of loss, damage or destruction. The Customer shall produce to the Company on demand the policy or policies under which such insurance is effected together with the latest premium receipts. If the Customer shall default in effecting such insurance, the Company may effect the same on behalf of the Customer and the cost thereof shall be fully and promptly reimbursed by the Customer to the Company on demand.

7. WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 The Contract price is based upon the warranties given and liabilities excluded and limited under these Conditions, the cost of providing the Services and the cost of insurance cover obtainable by the Company. If the Customer wishes to extend the liabilities accepted by the Company under these Conditions, the Company may be prepared to negotiate a revised Contract price for the Services which appropriately reflects any additional liability accepted by the Company, in which event the relevant provisions of these Conditions shall be appropriately modified.
- 7.2 Other than where expressly accepted by the Company in these Conditions, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded by the Company from the Contract.
- 7.3 The Company does not in these Conditions:
- (i) limit or exclude any liability of the Company in respect of death or personal injury resulting from the negligence of the Company, its servants or agents; or

- (ii) limit or exclude any liability of the Company for fraudulent misrepresentation; or
- (iii) limit or exclude any liability of the Company for any matter for which it would be illegal for the Company to exclude, or to attempt to exclude, its liability.

7.4 Subject to Condition 7.3:

- (i) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (ii) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for indirect or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

8. CUSTOMERS' PROPERTY

All property supplied to the Company by or on behalf of the Customer which is held by the Company for the purposes of the Contract or which is in transit to or from the Customer, shall be deemed to be entirely at the Customer's sole risk and the Company shall not be liable for any loss of or damage to any such property whilst such property is in the possession of the Company or is in transit as aforesaid, unless such loss or damage is due directly to the negligence of the Company, or its servants or agents. In no circumstances whatsoever shall the Company be liable for any indirect or consequential loss or damage arising from any loss of or damage to any such property whilst such property is in the possession of the Company or is in transit as aforesaid. The Customer shall adequately and sufficiently insure all such property for all risks.

9. LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall, in respect of all debts due and payable by the Customer to the Company, have a general lien on all goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of fourteen days notice to the Customer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 10.1 Any and all Intellectual Property Rights (howsoever arising), in relation to the Services (and in relation to any Equipment supplied in conjunction with the Services, to the extent that the relevant rights in that Equipment have not been reserved to the manufacturer) shall at all times vest in and belong solely to the Company and nothing in these Conditions or otherwise shall operate to confer any rights on the Customer with respect to any such Intellectual Property Rights.
- 10.2 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Services or the Company's business which the Customer may obtain.
- 10.3 The Customer may disclose such information:
 - (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 10.4 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with the Customer's confidentiality obligations in this Condition 10.
- 10.5 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

11. TERMINATION

- 11.1 The Company may, (without prejudice to any other rights or remedies it may have against the Customer) exercise any remedy available to it up to and including termination of the Contract, if:
 - (a) the Customer fails to make any payment due to the Company under the Contract within 7 days of the due date therefor;
 - (b) the Customer is in breach of any Condition which is incapable of remedy; or

- (c) the Customer is in breach of any Condition which is capable of remedy, but fails to remedy such breach within 14 days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- (d) any one or more of the following events occurs:
 - (i) any distress or execution is levied upon any of the goods or property of the Customer; or
 - (ii) the Customer (or where the Customer is a partnership, any partner thereof) offers to make any arrangement with or for the benefit of its or his creditors or commits any act of bankruptcy; or
 - (iii) the Customer (being a limited company) has a receiver, or administrative receiver, or receiver and manager appointed over the whole or any part of its undertaking, property or assets, or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company).

11.2 Upon termination of the Contract the Customer shall immediately:

- (a) at the Customer's expense, return the Equipment to the Company; and
- (b) pay to the Company in full and cleared funds, all outstanding charges and/or any other sums payable under the Contract or any other contract between the Company and the Customer.

12. VARIATION

12.1 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. The Company will notify the Customer in writing of any material alterations to the Services and the Customer shall be deemed to have accepted such alterations unless notice in writing to the contrary shall be received by the Company within 7 days of the date of the Company's notice to the Customer.

12.2 Subject to Condition 12.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13. FORCE MAJEURE

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or subcontractors.

14. SEVERANCE

If, at any time, any one or more of the provisions of these Conditions becomes invalid, illegal or unenforceable in any respect (in whole or in part) under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

15. WAIVER

The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company, nor by any failure of, or delay by the Company in asserting or exercising any such rights or remedies.

16. ASSIGNMENT AND SUBCONTRACTING

16.1 The Company may assign the Contract or any part of it to any person, firm or company, but the Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

16.2 The Company, but not the Customer, shall be entitled to subcontract any or all of its obligations under all or any part of the Contract.

17. SPECIAL CONDITIONS

17.1 Without prejudice to the generality of any other of these Conditions, the Customer:

- (a) shall obtain all necessary consents and approvals from any appropriate authorities, organizations, landowners and tenants to enable the Services to be carried out, and the entering into of the Contract by the Customer shall be deemed to be confirmation that such approvals and consents have been obtained by the Customer;

- (b) shall ensure that the site, to or on which the Services relate or are to be performed, is at the time or times when the Services are to be performed, free from all types of underground hazards including without limitation water mains, power and gas lines, drains, sewers, and petroleum conduits, of which the Company has not been notified;
 - (c) undertakes that all boreholes for which Services are required, shall be suitable for such operations and that they shall remain at all times in the custody of the Customer.
- 17.2 The Company does not undertake to restore the vicinity of any site on which the Services are performed, to its original state before such performance.
- 17.3 Where the Customer shall require the Company to make any interpretation of results or findings, the Company will utilise its best judgment and experience in so doing PROVIDED that the Customer acknowledges that all interpretations will be opinions based on inferences from measurements by sensors whose responses vary in different rock or soil formations, borehole sizes, borehole fluid, or under ambient magnet, electric, or radiation fields. The Company cannot and does not guarantee the accuracy and correctness of any interpretation computations made from the logs, and shall not, without prejudice to the generality of the provisions of Condition 7, be held liable for any losses, costs, damages or expenses, incurred or sustained by the Customer, resulting from an interpretation or computation made by or on behalf of the Company.
- 17.4 Where auxiliary transport, vessels, drilling platforms, generators, compressors or like plant or any equipment is provided by the Customer for efficient conduct of a survey, the Customer shall be liable for all insurance and damages in relation thereto; with respect to the provision of the Services during any period in which a survey is not possible, standby rates shall apply in respect thereof.
- 17.5 Notwithstanding any express or implied conditions herein to the contrary, but without prejudice to the generality of the provisions of Condition 7, the Company:
 - (a) will not accept liability for claims for loss, damage and expenses, resulting from any sub-surface damage to any wells or bores, or for any consequences of performance or attempts to perform the services (including but not limited to well collapse, gas escape or explosion, blowout, well fluid, losses or groundwater contamination); and
 - (b) shall not be liable for property or site access damage, or restitution claims, or for claims for damages caused by hoist cable and well head equipment used in the supply of the Services.
- 17.6 The Customer acknowledges its awareness of the potentially hazardous nature of radioactive sources, and logging sondes containing them and agrees that, without prejudice to the generality of the provisions of Condition 7, the Company shall not be held liable or responsible for any loss or damage arising from the usage of sources or tools containing them, including but not limited to the well or borehole, or any damage whatsoever arising from or in any way connected with the use of radioactive materials in the borehole or on the site. The Customer further acknowledges that should a radioactive source be lost in a borehole, the Customer shall be responsible for the arrangement and the cost of its recovery and that special precautions must be taken in any "fishing" operations, so that the container of the sources will not be damaged and that the radioactive source if not recovered must be isolated by the Customer by cementing it in place or by other appropriate means and that the Customer must comply with any and all directions of the relevant competent authority in the territory in which the radioactive source shall have been lost. Recovery of sondes, tools or instruments and their cables used by the Company during the performance, or attempts to perform survey work, shall be at the cost of the Customer and if not recoverable their replacement costs shall be chargeable to and on demand paid by the Customer to the Company.

18. ARBITRATION

In the event of any dispute arising out of the Contract, the parties hereto undertake to make every effort to reach an amicable settlement. Failing such settlement, the dispute shall be referred to the Arbitration in London of a single Arbitrator to be agreed upon by the parties hereto or, in default of agreement for 28 days, to be appointed by the President for the time being of the International Chamber of Commerce, upon the application of either party and the decision of such Arbitrator will be final and binding upon both parties.

19. GOVERNING LAW AND JURISDICTION

These Conditions and each and every Contract made pursuant thereto shall be governed in all respects in accordance with the Laws of England and the Company and the Customer irrevocably submit to the non-exclusive jurisdiction of the English Courts.

20. COMMUNICATIONS

- 20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent electronically via email.

- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

- (b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

20.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; or
- (d) if sent by email, within twenty four hours of sending.

20.3 Communications addressed to the Company shall be marked for the attention of the Managing Director.