



## GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **Contract Terms.** These general terms and conditions shall be applicable to and shall govern all requests for proposals, offers to purchase and/or purchase orders (each a "purchase order") issued by Global Diving & Salvage, Inc. ("Global"), and shall govern all work, goods and services supplied by Vendor ("Services") to Global. Vendor's acceptance of Global's purchase order shall be limited to and is expressly made conditional on Vendor's acceptance of the terms and conditions stated herein, and any additional or different terms, conditions or instructions proposed by Vendor are rejected unless expressly assented to by Global in writing. The first to occur of Vendor's commencing performance or making deliveries shall constitute an acceptance of Global's purchase order and these terms and conditions by Vendor.

2. **Performance.** Vendor shall perform the Services for Global in full conformity with Global's purchaser order, including these terms and conditions, and accordance with any applicable local, state, federal and industry standards. Vendor shall be responsible for developing and implementing the means, methods and manner in which to perform the Services, with Global only interested in results obtained.

3. **Warranties.** Vendor shall have control over and be responsible for its employees, and shall perform the Services in a prompt, diligent, and workmanlike manner in strict and material compliance with any applicable specifications or any directions of Global and/or Global's client ("Client"). Vendor warrants any and all material and workmanship for a period of twelve (12) months following acceptance by Global or Global's Client. If providing any watercraft or vessels (whether owned, operated or chartered) Vendor warrants it shall use due diligence to ensure that any such watercraft or vessel(s) are delivered and furnished in a seaworthy condition, in good working order and free from defects.

4. **Permits, Licensing, and Certification.** Vendor shall at all times maintain, at its expense, all permits and licenses necessary for its business operations including but not limited to any certifications and or qualifications as may be required by applicable local, state, or federal law or regulation or any other applicable industry standard with govern the performance of Services.

5. **Prices and Payment.** Prices and other charges shall be as set forth in Global's purchase order and unless otherwise identified, payment for Services satisfactorily performed shall be due and payable within net thirty (30) days of receipt of Vendor's invoice. Prices are not subject to verbal changes or other agreements unless expressly approved in writing by Global. Vendor shall promptly invoice Global during, but not more frequently than monthly, and following the completion of Services and hereby waives and releases Global of any obligation to pay any and all charges submitted to Global more than ninety (90) calendar days following completion of the Services.

6. **Change in Order.** Global shall have the right to order changes from time to time in the performance of Vendor under Global's purchase order, and Vendor shall without delay conform to any such change order. In the event of any such change to Global' purchase order, the prices or times of performance shall be adjusted within reasonable and appropriate limits; provided, however, that Global shall have no obligation to pay, and the right to refute payment of any claim by Vendor for increase in price or time of performance required which is not received by Global within five (5) calendar days after the change is ordered. No change shall be made by Vendor in the performance required by Global's purchase order except as such change is specified in writing and signed by an authorized representative of Global.

7. **Insurance.** Prior to commencement of the Services and upon request by Global, Vendor shall provide certificates of insurance and applicable endorsements confirming the insurance requirements set forth herein. Vendor shall be responsible for procuring and maintaining the following insurances:

- If providing equipment and/or watercraft and vessel(s): first party property/hull insurance upon all equipment, gear and other personal property items owned/leased by Vendor and involved with the Services to the full market value(s) thereof;
- Public/marine general liability (with any applicable watercraft exclusion deleted) and/or P&I insurance, including contractual liability coverage for Vendor's obligations hereunder, with minimum limits of at least \$2,000,000 per occurrence;
- Workers compensation and employers liability insurance (extended to include coverage for USL&H, Jones Act, and state workers compensation acts, as applicable) upon all of Vendor's employees, with statutory limits for workers compensation and minimum limits of \$2,000,000 per occurrence for employers liability; and
- Commercial automobile liability insurance covering all automobiles used by Contractor with minimum limits of \$1,000,000 per occurrence; and
- Contractor's pollution liability insurance with limits not less than required by applicable law or \$2,000,000 per occurrence, whichever is greater.

Vendor shall cause each of the foregoing insurances to be endorsed to waive subrogation in favor of Global and Client, and further shall cause the foregoing insurances with the exception of the workers compensation coverage to be endorsed to name Global and Client as additional insureds with respect to the liabilities and indemnity obligations allocated to Vendor under these terms and conditions. All of the foregoing insurances shall be endorsed to be primary and noncontributory to any insurances maintained by Global. Vendor's required insurances (including endorsements) shall be evidenced by certificates of insurance furnished to Global prior to commencement of Services. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS (INCLUDING LEGAL FEES AND COSTS) GLOBAL AND CLIENT OF AND FROM THE FAILURE TO PROCURE OR MAINTAIN, AND/OR THE FAILURE OF, ANY INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT.

8. **Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, hold harmless, and defend Global and Client and their respective officers, employees, and agents, from and against any and all claims, loss, risk, damage, demand, suit, judgment, liabilities, and attorneys' fees and any other kind of expense arising from, resulting from, or in any manner directly or indirectly related to the Services, except to the extent caused by Global's sole or gross negligence or willful misconduct. IN FURTHERANCE OF THE FOREGOING, VENDOR WAIVES ANY EXCLUSIVITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW.

9. **Independent Contractor.** Vendor's relationship with Global under these terms and conditions is that of an independent contractor, and not an employee, servant or agent of Global, for any purpose, and nothing contained herein shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other or its employees or (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

10. **Termination.** Global may terminate Vendor's Services without Vendor being at fault, for Global's convenience, and require Vendor to immediately stop said Services. If Vendor is not in default, Global shall pay Vendor for all Services properly (in Global's sole discretion) completed up to the date of termination. In the event of such a termination for convenience, Global shall not be liable to Vendor for any costs or amounts, including prospective profits or unabsorbed overhead for additional Services not performed.

11. **Consequential Damages.** Neither party shall be responsible for any indirect, consequential or special damages whatsoever (including without limitation business interruption, extra expense, loss of revenues or profits, loss of use of property, delay) arising out of or relating to the services, the project and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, breach of this agreement or otherwise, and even if the possibility of such was or could have been foreseeable.

12. **Federal Contract Compliance.** Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-4.3(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Executive Order 13946 requires covered prime contractors and subcontractors to post notices informing employees of their rights under federal labor law.

13. **No Assignment.** Neither Global's purchase order, nor any rights or obligations of Vendor hereunder may be assigned by Vendor nor may Vendor delegate the performance of any of its duties hereunder without, in either case, Global's prior written consent, and any such assignment shall be null and void and of no effect.

14. **Notices.** Any and all written notices required or permitted to be given hereunder shall be deemed to have been properly given when mailed postage prepaid by U.S. first class mail.

15. **Mediation.** Global and Vendor agree that any claim or counterclaim arising out of or related to the Services shall be subject to mediation as a condition precedent to instituting any legal or equitable proceedings.

16. **Law/Venue.** The interpretation and performance of these terms and conditions shall be governed by the United States general maritime rules of law and if there is no applicable general maritime rule of law, then the laws of the State of Washington shall apply. Both parties submit to exclusive personal jurisdiction to the United States District Court located in Seattle, Washington. With further respect to any litigation arising hereunder, the substantially prevailing party shall be entitled to its legal fees and costs.

17. **Severability.** The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

18. **No Waiver.** The failure of Global to insist, on any one or more instances, upon the performance of any of these terms, covenants, or conditions, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance of Services.

19. **Headings; Neutral Construction.** The headings used in this agreement are for reference only; they are not substantive and may not be used to construe this agreement. This agreement shall be construed neutrally, and as the mutual assent of both parties rather than for or against either party.

20. **Entire Agreement.** These terms and conditions, together with Global's purchase order, constitute the entire agreement between Global and Vendor with respect to the subject matter hereof, and expressly supersede and negate any prior or contemporaneous representations, undertakings or agreements, whether written or verbal. These terms and conditions may not be modified or amended except in writing signed by the parties.