

This Purchase Order ("PO") and any attachments are the sole agreement between Callan Marine Ltd. and/or its subsidiaries or affiliates who are issuing a PO pursuant to these terms and conditions ("Callan") and the vendor identified on the face of this PO ("Vendor") regarding the goods and/or services specified in this PO.

- 1. Acceptance of Terms.** This PO is expressly conditioned on Vendor's acceptance of all the terms and conditions set forth herein. Callan expressly objects to any additions, deletions or differences in the terms or conditions contained in Vendor's quotation, proposal, acknowledgment or other document, whether or not such additions, deletions or differences materially alter this PO. This PO may be issued in addition to other duly signed Callan agreements, exhibits and schedules incorporated therein ("Agreement") made with respect to the subject matter of this PO. In the event of an inconsistency or conflict between the provisions of any Agreement and this PO, the inconsistency or conflict will be resolved by giving precedence in the following order: (a) the Agreement; (b) the provisions appearing on the front and reverse side of this PO or the then-current terms and conditions located at <https://www.Callanmarineltd.com/ABOUT> and (c) other provisions when attached and agreed to in writing by Callan
- 2. Performance.** Time is of the essence in the performance of this PO. Any delay in performance by the Vendor, shall constitute a material breach of this agreement. If the goods are not delivered or the services not provided in the manner and at the times specified, Callan reserves the right without liability and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited delivery of the goods or performance of services, with any difference in cost caused by such change paid by Vendor, and/or (b) purchase substitute goods and charge Vendor with any loss or additional costs Callan incurs and/or (c) impose penalties as defined in the penalty clause as defined on the PO. Vendor will promptly advise Callan of any delay in performance, including notice with regard to any goods placed under backorder. Vendor's performance is not deemed completed until the goods or services have been accepted by Callan. All goods shipped under this PO are to be shipped via the method(s) agreed upon and documented on the PO.
- 3. Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than to make payments then or thereafter due hereunder, it is agreed that on such Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable and diligent dispatch by the Party claiming such in order to put itself in a position to carry out its obligations under this Agreement. The term "Force Majeure" shall mean any causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented, including any act of God, any act or omission of any government authority, explosions, fire, riot, or war. Specifically excluded from the definition of Force Majeure is: (a) any labor strike, labor dispute, work stoppages, boycotts, walkouts and other labor difficulties or shortages resulting therefrom; (b) the inability to obtain labor, equipment or other materials or supplies for the Work; (c) changes in market conditions; (d) failure to timely apply for permits or approvals; or (e) any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure, or the financial inability of any person to perform its obligations under this Agreement.
- 4. Inspection.** All goods and services purchased hereunder are subject to inspection by Callan at all reasonable times and places notwithstanding the terms of payment, and in any event, prior to final acceptance. No inspection made prior to final acceptance will relieve Vendor from responsibility for failure to meet the requirements of this PO. In the event the goods or services do not meet the applicable specifications and instructions, Vendor will promptly re-perform the nonconforming services or provide replacement goods satisfactory to Callan at Vendor's sole expense. If Vendor is unable to accomplish the foregoing, Callan may procure such goods or services from another source and charge to Vendor's account all costs, expenses and damages associated therewith.
- 5. Packaging and Shipping.** Each container must be marked with applicable PO number and be accompanied by shipping papers. Vendor shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the PO or otherwise provided to Vendor by Callan in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable PO or otherwise agreed to in writing by Callan. If, in order to comply with Callan's required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in this PO, any increased transportation costs resulting therefrom shall be paid for by Vendor unless the necessity for such rerouting or expedited handling has been caused by Callan.
- 6. Payment.** Invoices must contain the following information: PO number, part numbers, description of services, prices, extended totals and attach all supporting documentation, if any. To the extent applicable, all invoices must include any tax amounts, listed separately. Invoices submitted hereunder will be paid Net 45 days after receipt of a correct invoice or acceptance of goods or services by Callan, whichever occurs later. Any adjustments in Vendor's invoices due to late performance, rejections or other failure to comply with the requirements of this PO may be made by Callan before payment. Payment does not constitute final acceptance. Callan may offset against any payment hereunder any amount owed to Callan by Vendor or its affiliates.
- 7. Changes.** Callan may, by written notice to Vendor make changes to any one or more of the following: (a) specifications for services or goods, (b) quantity, and (c) place and/or time of performance. For any reason, Callan may also direct Vendor to suspend in whole or in part the provision of goods or the performance of services hereunder permanently or for such period as may be determined by Callan to be necessary or desirable. Any claim for adjustment by Vendor will be deemed waived unless asserted in writing within ten (10) days from receipt by Vendor of the notice of change.
- 8. Warranty.** Vendor expressly warrants that the goods or services provided under this PO will be performed in accordance with Callan's specifications and instructions. Vendor further warrants that the goods and services will be merchantable, non-infringing, free from defects and fit and sufficient for the purpose intended. Further, the services will be performed with the highest degree of skill and judgment exercised by recognized professionals performing the same or similar services. These warranties are in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the goods or services does not constitute a waiver of any breach of foregoing warranties. In the event of any breach of the foregoing warranty, Vendor will, at its own expense and at Callan's option either: (a) provide replacement goods satisfactory to Callan, (b) re-perform the nonconforming services to the satisfaction of Callan, or (c) refund to Callan the total amount paid for such goods or services. Vendor will extend all warranties it receives from its suppliers to Callan and to Callan's customers.
- 9. Confidential Information.** Callan and Vendor acknowledge that in their course of dealings, Vendor may acquire from Callan confidential and proprietary information about Callan, its business activities and operations, its employees, trade secrets or any other information which by its sense or nature should reasonably be considered confidential (the "Confidential Information"). The confidential information of Callan will only be disclosed to Vendor's employees, agents or consultants with a need to know and who are under a written obligation to keep the information confidential. Vendor will not disclose the Confidential Information to any third parties. Vendor will use the same degree of care but no less than a reasonable degree of care that it uses with regard to its own confidential information to prevent the disclosure of Callan Confidential Information.

- 10. Termination for Convenience.** Callan may terminate this PO in whole or in part at any time and without cause. Upon notice of termination, Vendor will inform Callan of the extent to which it has completed its performance under this PO as of the date of the notice and collect and deliver to Callan any goods or Work Product (defined in Section 13) which then exists. Callan will pay Vendor for goods or services accepted and performed through the effective date of termination provided that Callan will not be obligated to pay more than the payment that would have been due had Vendor completed or provided the goods or services. Callan will have no further payment obligation in connection with any termination.
- 11. Indemnification.** VENDOR WILL INDEMNIFY, DEFEND AND HOLD CALLAN MARINE LTD., ITS OFFICERS, DIRECTORS, REVENORS, EMPLOYEES, AGENTS AND CUSTOMERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, COSTS, CLAIMS, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO THIS PO INCLUDING BUT NOT LIMITED TO THE PROVISION OF GOODS OR SERVICES UNDER THIS PO OR VENDOR'S BREACH OF ANY TERM OR PROVISION OF THIS PO, INCLUDING ANY CLAIMS THAT ANY SUCH GOODS OR SERVICES INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR ANY OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.
- 12. Limitation on Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CALLAN MARINE LTD.'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PO EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CALLAN MARINE LTD. TO VENDOR FOR THE APPLICABLE GOODS OR SERVICES PROVIDED UNDER THIS PO, NOR WILL CALLAN MARINE LTD. OR ITS RELATED LEGAL ENTITIES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 13. Patents and Data.** All records, software, files, data, reports, information, work product, notes, plans, strategies, intellectual property and other information provided by Callan or prepared or developed by or for Callan pursuant to this PO ("Work Product") is the property of Callan and constitutes works made for hire under applicable law. Vendor assigns all intellectual property rights in the Work Product to Callan and agrees to complete any documents requested by Callan to perfect its ownership in the Work Product. Vendor waives all moral rights related to the Work Product. Vendor grants to Callan an unlimited, nonexclusive license to use, copy, modify or create derivative works of any materials delivered to Callan which are developed prior to or outside of this PO. All materials, equipment and other information supplied to Vendor by Callan will remain the property of Callan and be returned to Callan when no longer needed by Vendor in the provision of services or goods and in any event upon the expiration or earlier termination of this PO.
- 14. Relationship of the Parties.** Vendor is an independent contractor, and nothing contained in this PO will be deemed or construed to create a partnership, joint venture, agency or other relationship other than that of supplier and customer. Vendor is solely responsible for payment of all compensation owed to its employees as well as employment related taxes. Any agreements or commitments entered into by Vendor are not binding on Callan and further Callan assumes no liability with respect to any agreements or commitments entered into by Vendor with its employees, agents, suppliers and the like.
- 15. Subcontracts and Assignments.** Vendor agrees to obtain Callan's approval before subcontracting this PO or any portion thereof. This PO is not to be assigned or delegated by Vendor without the prior written consent of Callan
- 16. Compliance with Laws.** Vendor warrants to Callan that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders, and industry standards. Vendor makes all warranties contained in the Uniform Commercial Code.
- 17. Anti-Corruption.** All Vendor actions related directly or indirectly to the performance of this PO will comply with all applicable anti-corruption laws. Accordingly, Vendor will not offer, promise, or provide any payments, loans, gifts of money, or anything of value to secure an improper advantage or for a corrupt purpose as described in applicable law.
- 18. Insurance.** Vendor will secure and maintain insurance providing sufficient coverage to comply with its obligations and duty to indemnify as required under this PO. Within five (5) days of receipt of a request from Callan, Vendor agrees to provide Callan with a certificate of insurance evidencing Vendor's insurance coverages.
- 19. Publicity and Disclosure.** Without securing the prior written consent of Callan in each instance, Vendor will not use the name or logo of Callan or Callan's customer(s) in any news release, public announcement, advertisement, or other form of publicity, or disclose any of the terms or subject matter of this PO to any third party except as may be required to perform this PO.
- 20. Non-Waiver; Survival; Remedies.** The failure of Callan to insist upon strict performance of any of the terms and conditions in this PO or to exercise any rights or remedies hereunder will not be construed as a waiver of its rights to assert any of the same or any other terms and conditions under this PO. Both parties agree that any term or condition of this PO which by its sense or nature should be deemed to survive the expiration or termination of this PO will so survive. Any rights and remedies specified under this PO are cumulative, nonexclusive and in addition to any other rights and remedies available at law or in equity.
- 21. Severability; Interpretation.** If any term contained in this PO is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term will be severed from this PO, and the remaining terms contained herein will continue in full force and effect. The captions and headings used in this PO are solely for the convenience of the parties and are not to be used in the interpretation of the text of this PO. Each party has read and agreed to the specific language of this PO; no conflict, ambiguity, or doubtful interpretation will be construed against the drafter.
- 22. Governing Law.** This PO is governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of law provisions. Vendor agrees that the state and federal courts in Galveston, Texas will have the exclusive jurisdiction and venue over any claims arising out of or related to this PO.
- 23. Entire Agreement.** This PO, including all documents incorporated herein by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Except as specified in Section 1 or 5 above, no change, modification or revision of this PO is valid unless agreed to in writing by Callan
- 24. Miscellaneous.** If any provision of this Purchase Order is found to be unenforceable, this Purchase Order shall be amended to delete such provision, and all other provisions shall remain in full force and effect. Callan's failure or delay in enforcing a provision of this Purchase Order or a previous waiver shall not be construed as a waiver of any provision of this Purchase Order. This Purchase Order is the entire agreement of the parties and shall supersede any previous executed agreements or oral understanding between the parties which relate to the subject matter hereof.