SHEARWATER TERMS AND CONDITIONS FOR PURCHASES OF GOODS & SERVICES

These Terms and Conditions apply to all purchases of Goods & Services by Shearwater.

1. Definitions

"AI System" shall mean a machine-based system, that either mimics or is algorithmically inspired by human intelligence, reasoning, or problem-solving, and is designed to operate with varying levels of autonomy and that, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, classifications, content, recommendations or decisions that may influence physical or virtual environments. AI Systems includes, but is not limited to, machine learning systems, which are systems designed to learn, revise or adapt their inference behaviour or outputs by means of single-, multi-instance, or continuous training approaches or frameworks which rely upon training data of any type, user or computer specified instructions or metrics, natural language guidelines, automated or AI-driven instructions, or any combinations thereof.

"Affiliate" shall mean any direct or indirect subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company.

"Agreement" means the agreement comprising: (i) the applicable PO and (ii) these Terms and Conditions.

"**Consequential Loss**" shall include, but not be limited to, all punitive, exemplary, special, direct, indirect, incidental or consequential damages, loss of use, loss of profits, loss of revenue, loss of anticipated profit, shutdown or loss of production and the cost of insurance, whether or not foreseeable or whether arising in contract, tort or other legal theory at the date of this Agreement.

"Delivery Date" shall mean the date(s) upon which the Goods & Services shall be delivered as specified in the PO. Where no such date is specified in the PO, the Supplier shall be responsible for requesting details of the Delivery Date from Shearwater and shall comply with Shearwater's reasonable instructions in connection therewith.

"Delivery Point" shall mean the location to which the Goods & Services shall be delivered and/or made available to Shearwater by the Supplier as specified in the PO. Where no such location is specified in the PO, the Supplier shall be responsible for requesting details of the Delivery Point from Shearwater and shall comply with Shearwater's reasonable instructions in connection therewith.

"Goods & Services", "Goods", "Services" shall mean the goods and/or services to be provided pursuant to the Agreement.

"Intellectual Property" shall mean any and all know-how, show-how and trade secrets, inventions (whether patentable or not), trademarks and trade names, designs, copyright and related rights, rights in and to software, source code and object code, data and databases, and any other kinds of intellectual property whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Parties" shall mean Supplier and Shearwater and **"Party"** shall mean either Supplier or Shearwater, as applicable;

"PO" shall mean the purchase order describing the Goods and/or Services to be supplied to Shearwater by the Supplier.

"Shearwater" shall mean the Shearwater entity named in the PO and shall include Shearwater's legal personal representatives, successors and assigns.

"Shearwater Group" shall mean Shearwater, its and their respective Affiliates and its and their respective directors, officers, representatives and employees (including agency personnel), but shall not include any member of the Supplier Group.

"Supplier" shall mean the person or company named in the PO who is bound to supply the Goods & Services to Shearwater.

"Supplier Group' shall mean the Supplier, its subcontractors, its and their Affiliates, its and their respective directors, officers, representatives and employees (including agency personnel).

"**Terms and Conditions**" shall mean these Shearwater Terms and Conditions for purchases of Goods & Services.

"**Third Party**" shall mean any person, partnership or entity that is not a member of the Shearwater Group or the Supplier Group.

2. PO & Agreement; Order of Precedence

2.1. A PO placed by Shearwater for Goods & Services is subject to these Terms and Conditions and the terms of the applicable PO and is conditional upon Supplier's acceptance of such terms. Supplier shall be deemed to have given its full and unconditional acceptance of the PO and these Terms and Conditions by (i) accepting the PO; and/or (ii) dispatching the Goods and/or (iii) performing the Services. In case of any conflict or inconsistency between a PO and these Terms and Conditions, the PO shall prevail.

2.2. Pre-printed terms and conditions contained in any invoice, quote or delivery note issued by the Supplier Group seeking to amend, add further obligations onto Shearwater or which conflict with the Terms and Conditions shall be null and void and shall not form part of the Agreement.

2.3 If a separate master or frame agreement between Supplier and Shearwater for Goods & Services exists or is subsequently entered into between the Parties named on the face of the PO with respect to Goods & Services covered in such PO, such master or frame agreement shall apply in place of these Terms and Conditions.

3. Supplier's Obligations

3.1. Supplier will ensure that the responses provided by Supplier when completing Shearwater's Supplier onboarding form, were accurate and correct and a true representation of the supplier's business at the time of completion.

3.2. Supplier will provide the Goods & Services to Shearwater in accordance with the terms of the Agreement.

3.3. Supplier will deliver or make the Goods & Services available to Shearwater at the Delivery Point specified in the PO on the Delivery Date.

3.4 Supplier will ensure that the Goods & Services will: (i) meet Shearwater's requirements with regard to the quantity, to the extent set out in the PO; (ii) meet any written or published representations made by Supplier in respect of such Goods & Services; (iii) be fit for their ordinary purpose; and (iv) comply with and adhere to any applicable laws and/or regulations.

3.5 Supplier is an independent company and shall not act in the name of Shearwater or Shearwater's client.

3.6 Supplier shall be responsible for ensuring that Supplier Group has all registration, permits, visas, licences and certificates required for the Services to be performed.

3.7 Supplier will ensure that the Goods are appropriately packaged and labelled in accordance with good industry practice.

4.0 Price

4.1 The price which Shearwater has agreed to pay for the Goods & Services is set out in the PO and is exclusive of VAT or GST but includes all other taxes, duties or other charges as applicable. Such price is fixed and firm unless otherwise expressly stated in the PO.

4.2 All applicable taxes and duties shall be separately stated and itemised on the Supplier's invoice.

4.3 The price stated in the PO shall include all Supplier Group's costs, overheads and profits in creating, providing, packing and delivering and/or supplying the Goods & Services to Shearwater in conformance with the Agreement.

4.4 Supplier Group is responsible for Supplier Group taxes.

5.0 Compliance with Shearwater's Policies / Business Ethics

5.1 Supplier warrants that it has read and understood Shearwater's Policies which can be found at https://www.shearwatergeo.com/corporate-policies, as amended from time-to-time. The Supplier confirms it has the equivalent or more stringent principles and policies in place to these policies and shall at all times provide to Shearwater the Goods & Services in compliance therewith.

5.2 Supplier warrants that it has not made, promised or authorised, and will not make, promise or authorise, a prohibited payment or improper advantages to any director, employee or agent of Shearwater or government official.

5.3 Supplier warrants that it will promptly report to Shearwater any prohibited payment, prohibited transaction or violation of, or conspiracy or attempt to violate, any of the applicable laws and regulations, or any allegations of such conduct, related to Goods & Services provided to Shearwater, and agrees that it will cooperate fully and in good faith with any inquiry by Shearwater.

5.4 Supplier agrees to (and shall procure that its subcontractors shall) comply with: (i) all applicable anti-corruption legislation including but not limited to the US Foreign Corrupt Practices Act, UK Bribery Act and any other applicable legislation; and (ii) all applicable anti forced labour and human rights legislation, such as but not limited to the UK's Modern Slavery Act and Norway's Enterprises' Transparency & Work on Fundamental Human Rights & Decent Working Conditions (Transparency Act).

5.5 The Supplier shall, upon written request from Shearwater and within fourteen (14) days thereof, provide information on its due diligence work related to Anti-Bribery & Corruption Laws and Human & Labour Rights. Shearwater is entitled to amend the response time stated in this Clause 13.6 in case of changes to statutory

regulations on such response time, for instance in accordance with The Norwegian Transparency Act.

6.0 Breach of contract

6.1 Defects

Supplier will promptly repair, replace or rectify any of the Goods & Services (or any replacement) which are defective at Supplier's expense and risk. Supplier's obligation shall cease upon the longer of: (i) a period of twelve (12) months after delivery under the Agreement or (ii) such period as may be set out in the PO.

6.2 Time & Delay

6.2.1 The time for delivery of the Goods & Services is of the essence for Shearwater. Supplier shall deliver the Goods and/or make the Services available to Shearwater at the Delivery Point on the Delivery Date as is specified in the PO in accordance with the terms of the Agreement.

6.2.2 If the Goods and/or Services are not delivered and/or made available to/at the Delivery Point on the Delivery Date, then Shearwater may either: (i) extend the Delivery Date; or (ii) cancel the Agreement, in whole or in part by notice in writing to Supplier.

6.2.3 Supplier shall notify Shearwater promptly if it is reasonably likely that any of the Goods & Services will not be delivered by the Delivery Date.

7.0 Liens

Supplier shall provide the Goods & Services to Shearwater free of any liens, charges or other encumbrances.

8.0. Title and Risk

Title and risk in the Goods & Services will pass from the Supplier to Shearwater at delivery in accordance with Shearwater's requirements under the PO. Title and risk in the Goods & Services or any part thereof, which do not comply with the requirements of the Agreement and which are rejected by Shearwater shall re-vest in the Supplier upon return to the Supplier.

9.0. Acceptance

Acceptance shall be from the time when a duly authorised employee or representative of Shearwater accepts the Goods & Services, delivered or collected, and where such Goods & Services are not defective or damaged in any way and comply with the Agreement. In the event that a defect in or damage to the Goods & Services or any breach of the Agreement is identified by Shearwater, it shall be deemed not to have accepted the Goods & Services until such time as such defect, damage or breach is remedied by the Supplier. Such acceptance shall be within a reasonable time of delivery or collection but shall be without prejudice to the Supplier's liability for any defect in or damage to the Goods & Services or any breach of the Agreement which is not identified by such duly authorised employee or representative of Shearwater at the time of acceptance.

10. Payment

10.1 Shearwater will pay for the Goods & Services against the Supplier's invoice in the amounts specified in the PO within sixty (60) days of receipt of the Supplier's proper VAT or GST invoice unless otherwise expressly stated in the PO, and provided that the invoice receipt shall not be earlier than the date of actual delivery.

10.2 If Shearwater disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Shearwater shall notify the Supplier of the reasons and request the Supplier to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note Shearwater shall be obliged to pay the undisputed part of a disputed invoice. On settlement of any dispute, the Supplier shall submit an invoice for sums due and Shearwater shall make the appropriate payment in accordance herewith.

10.3 Supplier shall save, defend and hold harmless the Shearwater Group from and against all claims, losses, damages and costs (including legal costs) expenses and liabilities in respect of Supplier Group's non-payment or incorrect payment of taxes in connection with the Goods & Services.

10.4 To the extent required by law, Shearwater shall be entitled to deduct any taxes from payments to Supplier and make payment of such taxes withheld to the applicable taxation authorities.

10.5 Shearwater shall have the right to set off the following from amounts due to Supplier under the Purchase Agreement: (i) amounts due to Shearwater from Supplier; or (ii) amounts owed by Supplier to suppliers of Supplier but only to the extent that Shearwater has made payment to such suppliers in order to safeguard Shearwater Group's operations.

10.6 Invoice payment shall not affect Shearwater's rights to later question the validity of such invoice or the acceptance of the Goods & Services.

11. Intellectual Property

11.1 Each Party retains all right, title and interest in and to Intellectual Property that is owned or licensed by a Party prior to the Effective Date or developed or created independently from this Agreement ("**Background IP**"). Without limiting the generality of the foregoing, Shearwater may furnish designs, drawings, specifications, requirements and other technical information relating to the Goods & Services (collectively "**Specifications**") to the Supplier for the performance of this Agreement. The Supplier acknowledges and accepts that Shearwater is and remains the sole and exclusive owner of all such Specifications, and any Intellectual Property therein, as well as any modifications, improvements and/or further development of such Specifications, despite being made during the performance of this Agreement.

11.2 Supplier shall save, indemnify, defend and hold harmless Shearwater Group from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Supplier under the Agreement.

12. Cancellation / Termination

12.1 Shearwater may cancel a PO, in whole or in part, without any penalty, at any time prior to its acceptance by Supplier as set forth in Article 2.1.

12.2 Termination for convenience

Shearwater may at any time give written notice to the Supplier to terminate the Agreement forthwith and in such event Shearwater shall pay, and the Supplier shall accept in settlement of all claims under the Agreement, such sums as shall reasonably compensate it for all work executed and obligations assumed by it in performance of the Agreement prior to its termination and for all work reasonably done by the Supplier in giving effect to such termination subject to the provision of reasonable supporting documentation. Such sum shall in no event exceed the total price set out in the Agreement less payments previously made under the Agreement by Shearwater.

12.3 Termination for cause

Shearwater may terminate the Agreement in the event that: (a) Supplier is in breach of a term or condition of the Agreement and has failed to rectify such breach within seven (7) days of receipt of written notice detailing such breach to the reasonable satisfaction of Shearwater; or (b) Supplier becomes bankrupt; or makes a composition or arrangement with its creditors or a winding–up order being made; or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order; or there is a Change of Control (meaning a change in the direct or indirect ownership, whether internal or other, of more than 50% of the voting power on the board or members of the named entity) of the Supplier. In such an event, the only remaining commitment will be for Shearwater to pay for Goods & Services already delivered by the Supplier in accordance with the Agreement. Shearwater shall be entitled to withhold or seek reimbursement of its direct costs in having to complete and/or remedy defective Goods & Services; or if investigation reveals that Shearwater has or may suffer loss, Shearwater may retain any amounts owed to Supplier and set-off any liability (including reasonable costs incurred in connection with the said investigation) to Supplier. (c) Either Party may terminate the Agreement, in whole or in part, if a force majeure event (as defined in Article 18) lasts for more than fifteen (15) consecutive days. (d) If the Purchase Agreement is terminated pursuant to paragraphs (a) to (c) above, Shearwater may require Supplier to: (i) transfer title to, and deliver to Shearwater, as directed by Shearwater, any completed deliverables, or such partially completed deliverables and information, and transfer contract rights that Supplier acquired in respect thereof and (ii) grant to Shearwater a royalty-free, assignable and non-exclusive license to use and permit the use of the Goods delivered.

13. Indemnity Arrangements

13.1 The Supplier shall be responsible for and shall save, indemnify, defend and hold harmless the Shearwater Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: (a) loss of or damage to property of the Supplier Group whether owned, hired, leased or otherwise provided by the Supplier Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and (b) personal injury including death or disease to any person employed by the Supplier Group arising from, relating to or in

connection with the performance or non-performance of the Agreement; and (c) subject to any other express provisions of the Agreement, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory fraudulent, wilful or otherwise) of the Supplier Group.

13.2 Shearwater shall be responsible for and shall save, indemnify, defend and hold harmless the Supplier Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: (a) loss of or damage to property of the Shearwater Group whether owned, hired, or leased by the Shearwater Group arising from, relating to or in connection with the performance or non-performance of the Agreement, but excluding the Goods & Services prior to delivery; and (b) personal injury including death or disease to any person employed by the Shearwater Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and (c) subject to any other express provisions of the Agreement, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory fraudulent, wilful or otherwise) of the Shearwater Group.

13.3 All exclusions and indemnities given under this Article 13 (save for those under Articles 13.1(c), 13.2(c)) and Article 13.5) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory fraudulent, wilful or otherwise) of the indemnified Party or any other entity or Party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

13.4 If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both parties shall co-operate fully in investigating the incident.

13.5 Notwithstanding any provision to the contrary elsewhere in the Agreement, Shearwater shall save, indemnify, defend and hold harmless the Supplier Group from the Shearwater Group's own Consequential Loss and the Supplier shall save, indemnify, defend and hold harmless the Shearwater Group from the Supplier Group's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Agreement.

14.Insurance

The Supplier shall at all times maintain insurance in accordance with the applicable laws. Insurance shall be provided by reputable insurers and with limits not below industry practice. Shearwater and the Supplier shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the Agreement.

15. Confidentiality

15.1 Supplier acknowledges that during the performance of the Agreement, any information of Shearwater or its Affiliates, disclosed to, or obtained by, Supplier or its Affiliates as a result of said performance shall be deemed confidential and proprietary to Shearwater ("**Confidential Information**").

15.2 Supplier shall: (i) treat as confidential; and (ii) not, at any time, disclose, distribute, publish, copy or otherwise make use of (except for the purpose of performing the Agreement), or permit use to be made of any Confidential Information, except with Shearwater's express written consent. When the Confidential Information is disclosed through the supply of hardware, a material substance, product samples or prototypes, the Supplier shall not decompile, disassemble, decode, reproduce or reverse engineer such hardware, substance or product or any part thereof.

15.3 The foregoing shall not apply to any Confidential Information that: (i) can be shown to have been previously known to the Supplier at the time of the disclosure; (ii) is independently developed by Supplier without breach of the Agreement; (iii) is lawfully obtained from a Third Party without restriction on use or disclosure; (iv) is or becomes part of the public domain through no fault of Supplier; or (v) is disclosed pursuant to any judicial or governmental requirement or order, provided that Supplier takes reasonable steps to give Shearwater sufficient prior notice in order to contest such requirement or order.

15.4 Upon expiry, cancellation or termination of the Agreement for whatever reason, and/or if requested in writing by Shearwater, Supplier shall promptly and in any event no later than twenty-one (21) days from the date of such request, destroy or return all Confidential Information to Shearwater, and shall not be entitled to make or retain copies thereof. The foregoing does not apply to the PO itself. If Supplier is unable practically or economically to destroy all electronically held Confidential Information, Supplier undertakes that such Confidential Information not so destroyed will not be used subsequently by Supplier or any persons to whom it has disclosed the same. If Supplier fails to keep such Confidential Information confidential or uses such Confidential Information in violation of the provisions of this Article 15, Supplier acknowledges and agrees that Shearwater will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to injunctive relief to prevent Supplier from using or disclosing such Confidential Information.

15.5 The Supplier, its Affiliates, its subcontractor's and/or any of its associated third parties involved with the Equipment and/or Services hereunder, shall not: (a) advertise or publish the fact that Shearwater has contracted with the Supplier; and/or (b) that the Supplier is providing any Equipment and/or Services to Shearwater; and/or (c) use Shearwater's name or that of Shearwater's clients in any advertisement, publication, brochure, online and/or website post, without Shearwater's express written consent.

15.6 Each Party warrants to the other Party that in respect of any data supplied by it to the other Party, the supplying Party has the right to do so and the other Party will not be in breach of any rule of law in holding and using such data in the course of the proper performance of the Agreement; and subject thereto the receiving Party undertakes to comply with all applicable laws in its holding and use of such data.

16. Use of AI Systems. The Supplier shall not, and shall procure that its Subcontractors do not, disclose, upload, input, incorporate or otherwise make available any Confidential Information, including, but not limited to, any extracts, summaries, prompts, outputs, derivatives, embeddings or vector representations of the same, to or through any AI System, unless appropriate measures are in place to ensure that such Confidential Information; (i) remains confidential and inaccessible to any person or entity not authorised to access such Confidential Information under this Agreement; (ii) is not used to fine-tune, validate, test, evaluate, develop or improve any AI System for the benefit of any person or entity other than Shearwater; (iii) is protected by appropriate physical, technical and organisational security measures, including access and data isolation controls, and retention limits in accordance with this Agreement; and (iv) can be deleted in accordance with the provisions of this Agreement, including, where applicable, from prompts, logs, caches, indexes, embeddings, vector stores and evaluation datasets. Upon written request, the Supplier shall provide information reasonably necessary to verify compliance with this clause. The Supplier shall notify Shearwater in writing within twenty-four (24) hours from the moment the Supplier becomes aware of any breach or suspected breach of this clause, but where reasonable effort is made to notify Shearwater as quicky as possible, specifying the nature and extent of the breach, as well as any other information required to enable Shearwater to assess the consequences for itself. Nothing in this clause shall permit the Supplier to process or use Shearwater's Confidential Information beyond what is explicitly agreed between the Parties with regard to purpose or scope of use, location or transfer restrictions, retention limits and data protection.

17. Variations

Shearwater shall have the right at any time to request variations to the Agreement. Shearwater and the Supplier shall discuss and agree the resulting changes to any of the details shown in the Agreement. Variations shall be based upon the rates provided in the Agreement to the maximum extent reasonably possible. Supplier shall not have the right at any time to make changes in the Agreement, unless Shearwater expressly agrees to such changes in writing.

18. Force Majeure

Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the Party affected shall promptly notify the other Party and make reasonable efforts to mitigate the effects of the force majeure with reasonable dispatch. The Parties shall use reasonable efforts to agree revised terms to the Agreement.

19. Assignment and Subcontracting

19.1 Neither Party shall at any time assign any part of their respective rights or obligations under the Agreement to any Third Party, without first obtaining the other Party's prior consent in writing which shall not unreasonably be withheld or delayed. However, Shearwater shall have the right to assign, in whole or in part, its rights and obligations under the Agreement to any of its Affiliates.

19.2 The Supplier shall be entitled to subcontract to its Affiliates without prior consent and to subcontract to Third Parties subject to the prior written consent of Shearwater. Supplier shall at all times remain responsible for the actions or omissions of its subcontractor as if they were the actions or omissions of Supplier.

20. Trade Control and Audit

20.1 The Parties agree to comply with any applicable export control rules and regulations which includes but is not limited to export control rules and regulations of the USA and the European Union. The Supplier will notify Shearwater in writing of any Goods purchased or otherwise transferred under this Agreement that are subject to export control and Shearwater agrees to comply with any such obligations.

20.2 Supplier shall permit Shearwater and its representatives the right to audit and inspect and/or for pre-verification, the Supplier's books and records, certificates, licences, quality management systems, cyber security systems, HSE operations and procedures and this right shall continue for a period of three (3) years after termination of this Agreement.

21. Governing Law and Jurisdiction

21.1 The Agreement shall be governed by and construed in accordance with the laws of (i) the state of Texas (USA) for orders entered into in the United States; (ii) Norway for orders entered into in Norway; (iii) Singapore for orders entered into in Asia Pacific and (iv) England (UK) for orders entered into outside the United States, Asia Pacific and Norway, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

21.2 The Parties shall first attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity hereof in good faith by negotiation and consultation between themselves. Any dispute that cannot be settled amicably within thirty (30) days from its notification by one Party to the other, shall be submitted to the courts of (i) Houston, Texas for the Agreement if it is entered into in the United States; (ii) Norwegian courts for the Agreement if it is entered into in Norway; and (iii) English courts for the Agreement if it is entered into outside of the United States and Norway.

21.3 The Parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded and shall not apply to the performance of the Agreement.

22. Notices

22.1 Notices shall be sent by registered post, or delivered in person, or sent by email to the address for notices communicated by the other Party. Said notices shall be deemed received upon delivery if hand delivered or sent by registered post or upon transmission if emailed.

22.2 Any notices and/or responses to notices and/or requests, shall be in accordance with any timelines as stipulated at law, such as, but not limited to, data subject access requests and/or Transparency Act information requests.

23. General

23.1 The Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof, and prevail over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof (except to the extent otherwise stated in Article 2.2).

23.2 Shearwater reserves the right to update the Terms and Conditions; said revised/updated versions shall only apply to POs placed once the same have been communicated to Supplier.

23.3 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

23.4 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force. Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

23.5 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Shearwater and the Supplier agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

23.6 The provisions hereof which by their very nature are intended to survive the expiry, cancellation or termination of the Agreement (including, without limitation, warranty, indemnity/liability, intellectual property and confidentiality provisions) shall remain in full force and effect after said expiry, cancellation or termination.