

Fugro GB Marine Ltd

CONDITIONS OF SUPPLY OF FUGRO METOCEAN PLANNER SERVICES

1 Interpretation

1.1 In these terms and conditions the following words and expressions shall have the following meanings:

"Agreement"	means the contract formed under these terms and conditions when you use the FMP Services.
"Fugro" or "we"	means Fugro GB Marine Limited (Company Number 1135456) whose registered office is at Fugro House, Hithercroft Road, Wallingford, OX10 9RB, UK. Our registered VAT number is GB 579 3459 84
"Fugro Group"	means all other Fugro companies under the ultimate ownership of Fugro NV Veurse Achterweg 10, Leidschendam, 2264 SG, Netherlands
"the User" or "you"	means the company, firm, person or other body utilising the FMP Services under this Agreement.
"FMP"	means the Fugro Metocean Planner which is available online at the FMP website.
"FMP Website"	means metocean-planner.fugro.com
"FMP Deliverables"	means any data, reports or other information provided by Fugro relating to the FMP Services.
"the FMP Services"	means the use of the FMP and the provision of the FMP Deliverables which Fugro will provide in accordance with this Agreement in return for payment as set out herein.
"Source Information"	means the historical meteorological and oceanographic information which is which is used by Fugro to provide the FMP Services and the FMP Deliverables. This data is publicly accessible, freely available and not prepared by Fugro.

1.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2 Use of the FMP Services

2.1 These are the terms and conditions on which you may use the FMP Services, and which set out the basis on which we provide the FMP Deliverables to you.

2.2 Please read these terms and conditions carefully when you register to use the FMP Services. These terms and conditions tell you who we are, how we will provide the FMP Services and FMP Deliverables to you and how you and we may change or end the Agreement. They also set out what to do if there is a problem and include other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

2.3 By using the FMP Website and placing an order for FMP Deliverables, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms and conditions, you must not use the FMP Website or request any FMP Deliverables. We recommend that you print a copy of these terms and conditions for future reference.

2.4 By accepting these terms and conditions with your order of FMP Deliverables, a binding contract will come into existence between you and us, based on these terms and conditions

2.5 We may at any time without notifying you make changes to the FMP Services and/or these terms and conditions which are necessary to comply with any applicable statutory requirements or which do not materially affect the nature or quality of the FMP Services.

2.6 We may amend these terms and conditions from time to time. Every time you wish to use the FMP Website and update your FMP requirements, please check to ensure you understand the terms and conditions that apply at that time. We do not guarantee that the FMP Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the FMP Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2.7 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

2.8 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this Agreement.

2.9 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and conditions and that they comply with them.

3 Providing the FMP Services

3.1 We will make the FMP Services and the FMP Deliverables available for you to download once we have received your payment.

4 Terms of Payment

4.1 In return for us providing you with access to the FMP Services and for the provision of the FMP Deliverables, you will pay us in accordance with the rates and prices set out on the FMP Website at the time you request the FMP Services.

4.2 Payment of the price or fees and expenses shall be made in full using the Worldpay service prior to us releasing any FMP Deliverables or output from the FMP Services. The Worldpay account accepts the following Credit / Debit cards:

- American Express
- Visa
- Mastercard

4.3 Prices and rates quoted are prepared in accordance with English tax law and comprise the net amounts to be received after payment of any value added taxes.

4.4 Where applicable, tax registered Users in Europe providing their Value Added Tax (VAT) registration number will not be charged VAT at the current rates. Where no VAT registration number is provided, the User will be considered a Consumer under the terms of the European Taxation and Customs Union. VAT will therefore be charged at the rate applicable to the country the User resides in.

4.5 All transactions shall be made in British Pounds (GBP).

5 Intellectual Property Rights

5.1 The property and copyright or other intellectual property rights in the FMP and any FMP Deliverables belong to the Fugro Group. You shall only have the right to use the FMP

Deliverables solely for the purposes the FMP Services and FMP Deliverables were originally provided to you and shall have no other rights to use the FMP for any other purpose.

6 Warranties and Defect Correction

6.1 We warrant to you that:

i. the FMP Services will be provided using reasonable skill and care and as far as reasonably possible in accordance with the Agreement. Fugro will use reasonable endeavours to provide the FMP Deliverables for the area requested using the Source Information, subject always to the limitations in Article 7.

ii. we shall comply with all legislation applicable to providing the FMP Services.

6.2 We shall not be liable to you nor shall we be deemed to be in breach of this Agreement by reason of any delay in providing the FMP Services.

6.3 If the FMP Services fail to comply with the warranties set out in sub Article 7.1, you shall notify us of such, and we shall re-perform or rectify the same to meet the requirements of the Agreement. This obligation shall extend only for a period of thirty (30) days from the original date of purchase of such FMP Services or the provision of the FMP Deliverables, whichever is later. If we are unable to rectify this issue in this timeframe, we may offer a refund in accordance with Article 9 of this Agreement.

7 Indemnities and Limitations

7.1 Fugro have no liability whatsoever for the contents, correctness or accuracy of the Source Information or for the FMP Deliverables based on it and does not guarantee that the Source Data or FMP Deliverables will be fit for any particular purpose. The databases used to provide the Source Information are not guaranteed to be complete and may contain elements of uncertainty which may translate into the FMP Deliverables for which no assurance is given by us. The period of record data within the Source Information also varies from location to location, with longer data history available in some locations. Any areas of missing data of which we are aware may be highlighted in the FMP Deliverables, but we do not guarantee that all missing areas will be highlighted. Minor shortages of data shall not be considered failures of the system.

7.2 It is a condition of this Agreement we shall have no liability for any use of any FMP Deliverables other than for the purposes for which they were prepared by us, and we shall have no liability in respect of any use by third parties other than you. We shall have no liability whatsoever for any damages of any nature arising out of or caused by your reliance on the FMP Deliverables which are provided by us as part of the FMP Services.

7.3 You shall be responsible for and shall at all times defend, indemnify and hold harmless the Fugro Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of any claims from any party arising out of or in connection with the Agreement in relation to the matters set out in Clause 7.1.

7.4 Notwithstanding any provisions to the contrary elsewhere in this Agreement you shall save, indemnify, defend and hold harmless Fugro and the Fugro Group from your own "Consequential Loss" which shall mean:

i. consequential loss under applicable law; and

ii. loss of product, loss of use, loss of profit or anticipated profit (if any) whether direct or indirect to the extent that these are not included in (i), arising from or related to this Agreement and whether or not such losses were foreseeable at the time of entering into this Agreement.

7.5

Notwithstanding anything else to the contrary contained in this Agreement, our total cumulative liability to you for any breach of this Agreement, defective performance, delay or default arising out of or related to the performance or non-performance of this Agreement, provision of the FMP Services and FMP Deliverables, whether or not the Agreement is terminated for whatever reason, shall be limited to a sum equal to 100% of the sums paid by you to us in respect of this Agreement. You shall indemnify and hold the Fugro Group harmless from and against all costs and claims in excess of this sum, howsoever caused.

8

Termination

We may (without limiting any other remedy) terminate this Agreement by giving you notice if you are in breach of your payment obligations pursuant to Clause 4 or if you become bankrupt makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

9

Refund Policy

9.1

Where the FMP Services or the FMP Deliverables provided by us fail to comply with the warranties in Article 6.1, and we have been notified within 30 days and are unable to rectify the defect under Article 6.3, Fugro will give you a full refund of the amount paid under this Agreement and the Agreement will come to an end.

10

Privacy Policy

10.1

Fugro respects your privacy and is committed to protecting your personal data. The privacy policy in this Article 10 aims to give you information on how Fugro collects and processes your personal data through your use of the FMP Website, including any data you may provide through this website when you sign up and purchase the FMP Services. It is important that you read this privacy policy so that you are fully aware of how and why we are using your data

10.2

Fugro is the controller and responsible for your personal data. If you have any questions about this policy or our privacy practices please contact us and these will be forwarded to and addressed by our Data Protection Officer. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance

10.3

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- Contact Data includes billing address, delivery address, email address and telephone numbers.
- Financial Data includes bank account and payment card details.

- Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- Profile Data includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- Usage Data includes information about how you use our website, products and services.
- Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any special categories of personal data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data); nor do we collect any information about criminal convictions and offences.

10.4 Where we need to collect personal data by law, or under the terms of this Agreement, and you fail to provide that data when requested, we may not be able to perform the Agreement we have or are trying to enter into with you. In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

10.5 Most data will be obtained from you by direct interactions. You may give us your identity, contact and financial data by filling in online forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you apply to use the FMP products or services, create an account on our website, subscribe to our service, give us feedback or contact us. In addition, you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies.

10.6 We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract (this Agreement) we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You

have the right to withdraw consent to marketing at any time by contacting us.

10.7

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Purpose/Activity	Type of Data	Lawful basis for processing
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms and conditions or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business and the FMP website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us. If we need to use your personal data for an unrelated

purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

10.8 We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you. You may receive marketing communications from us if you have requested information from us or purchased goods or services from us and you have not opted out of receiving that marketing. You can ask us to stop sending you marketing messages by contacting us at any time.

10.9 We do not transfer your personal data outside the European Economic Area.

10.10 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

10.11 We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

10.12 Under certain circumstances, you have rights under data protection laws in relation to your personal data, including the right to:

- Request access to your personal data.
- Request correction of your personal data
- Request erasure of your personal data
- Object to processing of your personal data
- Request restriction of processing your personal data
- Request transfer of your personal data
- withdraw consent

If you wish to exercise any of the rights set out above, please contact us. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made several requests.

10.13 **Cookies.** You can set your browser to refuse all or some browser cookies, or to alert you when websites set or

access cookies. If you disable or refuse cookies, please note that some parts of the FMP website may become inaccessible or not function properly.

11 General Terms of Use

11.1 Use of the FMP is intended for business customers only. As you are a business customer, the Agreement incorporating these terms and conditions constitutes the entire agreement between us in relation to your use of the FMP Services and our provision of the FMP Deliverables. You acknowledge that you have not relied on any statement, promise or representation, made by us which is not set out in these terms and conditions. These terms and conditions supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms or conditions, whether express or implied by statute or otherwise are excluded from this Agreement to the fullest extent permitted by law.

11.2 **How to contact us.** You can contact us by telephoning our FMP Customer Support Service Team at +44 1491820553 or by writing to us at forecast@fugro.com.

11.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provide to us when you place your order for FMP Services.

11.4 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

11.6 In the event of any dispute arising between the parties in connection with the Agreement which cannot be settled by negotiation the parties will in good faith seek to resolve that dispute through mediation before resorting to litigation. If the dispute is not resolved by mediation, the dispute shall be referred to the courts of England and Wales.

11.7 No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

11.8 Neither party shall, without the consent in writing of the other, assign or purport to assign, any of its rights or obligations contained or resulting from this Agreement, to any other party.

11.9 This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.