

General Terms and Conditions of Supply

- 1. Definitions**
- 1.1 "Affiliate" means an entity that directly or indirectly through one or more intermediaries, controls or is controlled by that Party, or an entity that is controlled by the same entity that controls the Party. Control means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50%) of the votes in a general meeting of an entity or more than fifty percent (50%) of the votes in a meeting of the executive body of an entity.
- 1.2 "Applicable Export Laws" means any export control regulations and/or laws in force at the time of export in the Supplier's country of export and/or, in the case of re-export, in force at the time of re-export in the country of origin of the particular re-exported Export Item.
- 1.3 "Call Off" is a Purchase Order listing the Scope of Supply to be delivered under this Contract Terms and Conditions
- 1.4 "Change" means a change in the design, drawings, specifications, shipping instructions, shipment schedules, or any other documents forming part of the Contract, including any additions, substitutions, or omissions to the Scope of Supply.
- 1.5 "Change Order" means the documents issued by authorized representatives of Purchaser and Supplier in common agreement after a Change has been requested by Purchaser or Supplier, and which documents rule the modification of the Contract with respect to the Purchase Order Price, specifications, shipment schedule, warranty, delivery time, etc.
- 1.6 "Confidential Information" means proprietary or confidential data including pricing, terms, documents, specifications, plans or drawings, relating to the Disclosing Party or any of its Affiliates, that are not generally known to the public.
- 1.7 "Contract" means the Terms and Conditions contained herein, together with (i) such additional terms as are stated within Supplier's written Quotation, (ii) such specifications, drawings or other documents as are incorporated by reference within Supplier's Quotation, (iii) any documents related to a Change Order and (iv) the Purchase Order to the extent approved in writing by Supplier, (iv) Sales Order issued by Supplier.
- 1.8 "Day(s)" means calendar day(s) unless the term "working day(s)" is used.
- 1.9 "Delivery Date" means the date or dates agreed between the Parties with regard to the performance of the Scope of Supply in the Contract or as modified in accordance with these Terms and Conditions.
- 1.10 "Disclosing Party" means the Party disclosing Confidential Information to the other Party.
- 1.11 "Effective Date" means the date when the Purchase Order has been accepted by the Supplier by issue of a Sales Order, or, in case the Purchase Order is signed by both Parties, the date of the latest signing.
- 1.12 "End-User" means the ultimate user and/or the ultimate owner of the Scope of Supply.
- 1.13 "e-sea" is The WEB portal holding prices and technical information of the Scope of Supply.
- 1.14 "Export Item" means any goods or services, including but not limited to, commodities, software or technology provided by Supplier that is required to be exported or re-exported under the Contract.
- 1.15 "Incoterms" means the version in force on the Effective Date of the document published under the name "Incoterms" by the International Chamber of Commerce.
- 1.16 "Liquidated Damages" means an expressly stated amount in the Contract to be paid by Supplier as compensation for estimated damage that Purchaser may incur in the event of breach of Contract such as failure to meet delivery dates or performance guarantees. Such expressly stated amount is agreed by the Parties to be a pre-estimate of such damages and is not to be considered a penalty.
- 1.17 "Party" or "Parties" means Purchaser or Supplier or Purchaser and Supplier.
- 1.18 "Purchase Order" means the order documents issued by Purchaser for the order of the Scope of Supply in the version confirmed by Supplier in writing. The Purchase Order will be regarded as a call off of a Scope of Work. Every call off shall be documented as a separate delivery.
- 1.19 "Purchase Order Price" means the total sum indicated in the Sales Order or as modified in accordance with these Terms and Conditions. For Services carried out on a time basis, the Purchase Order Price shall be determined in accordance with the hourly rates specified in the Sales Order.
- 1.20 "Purchaser" means the Party defined as the Purchaser in the Contract, or, if such definition is missing, the Party issuing the Contract.
- 1.21 "Quotation" means Supplier's written proposal for the delivery of the Scope of Supply.
- 1.22 "Receiving Party" means the Party receiving Confidential Information of the other Party
- 1.23 "Sales Order" means an Order Confirmation, issued by Supplier, of the Scope of Supply listed in the Purchase Order.
- 1.24 "Sales Order Price" shall always be equal to the Purchase Order Price. Supplier must, within minimum 5 days, of receiving a Purchase Order, inform about deviation between the two.
- 1.25 "Sanctions" means any trade or economic sanctions (e.g. embargoes, etc.) in force at the time of export in the Supplier's country of export and/or, in the case of re-export, in force at the time of re-export in the country of origin of the particular re-exported Item.
- 1.26 "Scope of Supply" means the Goods and/or Services to be delivered or performed under the Contract.

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1.27 "Services" means site services such as erection and commissioning, repairs and maintenance work.

1.28 "Supplier" means Blue Logic AS.

1.29 "Terms and Conditions" means these General Terms and Conditions of Supply.

1.30 "Warranty Period" means the time period stipulated in Clause 9.2 hereof.

1.31 "WEB Order" a Sales Order registered in the e-sea WEB portal documenting the Scope of Supply of a Purchase Order.

2. General

2.1 The Contract supersedes all previous negotiations, representations and/or contractual commitments between the Parties. Purchaser agrees that the terms contained in the Contract shall apply and govern to the exclusion of all others.

An offer by Supplier in its Quotation that does not stipulate an expiration date shall not be binding unless otherwise stated in the Quotation. In this case, the Contract shall be deemed to have been entered into upon issue of a Sales Order by an authorized representative of Supplier, which may not be modified except in a Change Order.

2.2 In case of an inconsistency between the said documents within the Contract, the following order of priority shall apply:

- a. Documents related to Change Orders mutually agreed upon by both Parties, latest date priority, and to be clearly identified as "Change Order" to the Contract
- b. Sales Order issued by Supplier
- c. Contract (version confirmed by Supplier in writing as defined in Clause 1.6) and all documents incorporated therein by reference
- d. Supplier's Quotation and all documents incorporated therein by reference
- e. These Terms and Conditions including Attachment 1 hereto. If Services are required to be performed by Supplier; Attachment 1 shall be construed as a part of the Contract if attached hereto.
- f. Purchaser's specifications
- g. Purchaser's terms and conditions.

2.3 The Incoterms version current at the Effective Date of the Contract shall apply. If no specific Incoterms' concept has been stated in the Contract or subsequently agreed by both Parties, delivery will be made (i) ex works (Supplier's or Supplier's sub-supplier's works) for domestic deliveries (delivery within the country in which the Scope of Supply is performed), or (ii) it will be made FCA (free carrier, Supplier's or sub-supplier's works) for international transactions. Irrespective of the delivery term, for purpose of determining compliance with the Delivery Date, the delivery shall be deemed to have been made on the date the

Supplier notifies the Purchaser that the Scope of Supply is ready for shipment

3. Delivery

3.1 Supplier shall make commercially reasonable efforts to deliver the Scope of Supply on the Delivery Date stated in the Sales Order.

3.2 In no event shall any period of time specified to calculate the Delivery Date commence earlier than the latest of the below dates:

- a. Effective Date, or
- b. Date which is five (5) Days after receipt of Letter of Credit or advance payment from Purchaser, if such Letter of Credit or advance payment is required in the Contract, or
- c. Date of receipt of approval of engineering submittals by Supplier.

3.3 The Delivery Date shall be amended if any delay is due to one or more of the following: (i) Force Majeure, (ii) Changes, (iii) Purchaser's failure to fulfil any obligation under the Contract, (iv) delay caused by End-User or any party engaged by Purchaser, (v) delay in obtaining export license, (vi) Purchaser's delay in delivery of any documentation or approvals to Supplier and (vii) delays caused by a sub-supplier where the sub-supplier was designated by Purchaser or End User.

3.4 In any event Supplier shall have no responsibility for any delay caused by a sub-supplier where such sub-supplier has been designated by Purchaser or End-User.

3.5 Except in the case of Force Majeure, Purchaser shall reimburse Supplier for costs of extra transportation, storage and/or administration fees incurred as a result of any delay resulting from reasons attributable to Purchaser.

3.6 In the event Supplier fails to meet the Delivery Date for more than two (2) calendar weeks (grace period) due to reasons for which Supplier or its sub-suppliers are responsible, and provided that the Contract expressly provides Liquidated Damages for such failure, Purchaser shall be entitled to require Supplier to pay Liquidated Damages at the rate stated in the Contract.

4. Force Majeure

4.1 "Force Majeure" means an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided or overcome it or its consequences.

In case the delivery under the Contract is affected by a Force Majeure event, Supplier shall without undue delay inform Purchaser in writing and provide reasonable evidence of such Force Majeure event. In the event of delay in performance due to such Force Majeure event, the Delivery Date or time for completion of the Scope of Work will be extended to reflect the length of time lost by reason of such delay. If the grounds for

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- Force Majeure continue for more than four (4) months, both Supplier and Purchaser may terminate the Contract upon seven (7) Days written notice to the other Party.
- 4.2 Each Party shall bear its own costs caused by the interruption. In case of termination, Supplier shall be entitled to be compensated for the work done prior to termination, and the expenses for non-cancellable procurements. Purchaser shall be entitled to receive the work for which it has paid.
- 5. Transfer of Title and Risk**
- 5.1 Unless otherwise required by the applicable compulsory law, title to the Scope of Supply shall be transferred to Purchaser after Supplier has received payment in full of the Purchase Order Price.
- 5.2 Risk of loss or damage to the Scope of Supply shall pass to Purchaser from the Supplier upon delivery according to applicable Incoterms.
- 6. Price and Payment**
- 6.1 Supplier is entitled to receive payment of the Purchase Order Price on the dates determined in the Contract/PO or a respective Change Order, if any. For work carried out on reimbursable basis, the prices shall be determined in accordance with Blue Logic standard rates if not stated in the Contract. For reimbursable procurement price is Cost+15%. The Purchase Order Price and any part thereof are exclusive of sales, excise duties, VAT, sales taxes or similar taxes and duties.
- 6.2 All payments shall be made net, without any deductions, within thirty (30) Days after date of invoice. Payment terms shall be as specified in the Contract/PO or any respective Change Order, or, if not included therein, as specified in the Quotation. If neither the Contract nor any respective Change Order, nor the Quotation mentions the payment terms, for Purchase Orders with a Purchase Order Price that exceeds NOK 250 000, Supplier shall be entitled to issue the invoices as follows: For 40% of the Purchase Order Price within five (5) Days after Effective Date, for 50% when ready for Delivery, and for 10% at issue of documentation. Payments for prices calculated on a reimbursable basis shall be invoiced on a bi-weekly basis or after completion of the Scope of Supply, whichever occurs first.
- In any case Supplier is entitled to submit invoice and receive payment when Buyer has been notified that the scope of supply is ready for delivery.
- 6.3 If the Purchaser does not comply with the agreed dates of payment, Purchaser shall be liable, without reminder, for interest with effect from the agreed date on which payment was due, at a rate depending on the normal interest conditions at the Purchaser's domicile, but not less than five percentage points (5%) above the three months' LIBOR (London Interbank Offered Rate) applicable at the due date of the delayed payment.
- 6.4 In case of late payment, Supplier may, after having notified the Purchaser in writing, suspend its performance of the Scope of Supply until the open and due invoices have been paid.
- 6.5 If Purchaser and Supplier agreed on issuing a Letter of Credit by Purchaser in favour of Supplier, such Letter of Credit shall be irrevocable, extendable and confirmed by a bank nominated by the Supplier; if no nomination is provided, then by a first class bank in the Supplier's country of domicile. Payments under such Letter of Credit shall be made on sight against presentation by Supplier of invoice together with bill of lading, airway bill or warehouse receipt, as applicable, or whatever documents as have been agreed upon between the Parties.
- 6.6 If the cost to the Supplier of performing its obligations under the Contract shall be increased after the date of Quotation by reason of the making of any amendment of any law, order, regulation or by-law having the force of law, the amount of such increase shall be added to the Purchase Order Price.
- 6.7 Both Parties shall be entitled to set-off due amounts in accordance with the applicable law, provided however, that the party effecting a set-off shall provide prior written notification detailing the reason for the set-off to the other Party.
- 6.8 Prices found on the e-sea WEB Portal are fixed but are subject for review minimum once every year. Supplier will issue a written one (1) month notice of the intent to revise prices. Purchaser must within one (1) week inform Supplier of outstanding quotations that cannot be subject to change due to outstanding Quotation to an End User.
- 6.9 Large changes to raw materials (> 5%) cost will be subject to Price revisions/Variation Order (VO).
- 7. Inspection, Acceptance**
- 7.1 The Scope of Supply shall be subject to Purchaser's final inspection upon receipt at the delivery site. Claims for damage, shortage, errors in shipping or rejection of the Scope of Supply, or portion thereof, must be made by Purchaser in writing within fourteen (14) Days following the date of receipt at the delivery site, or such other time period as agreed in the Contract, or such claims are waived, and the Scope of Supply is deemed to be irrevocably accepted by Purchaser. Purchaser's sole remedy for such claims is repair or replacement of the Scope of Supply by Supplier. After the expiration of the aforesaid fourteen (14) Day period, or such other period as agreed in the Contract, all claims for defects shall be remedied in accordance with Clause 9, Warranty herein.
- 7.2 Services shall be accepted or rejected upon completion of such Services.
- 7.3 Unless otherwise agreed in the Contract, costs related to inspections or tests of the goods shall be borne by the Purchaser.
- 7.4 For rectification work Purchaser bears all costs for transportation to Blue Logic premises, unless otherwise agreed. Rectified or new parts will be delivered by Blue Logic ex-works.
- 8. Changes**
- 8.1 Purchaser and Supplier may request, in writing, Changes as defined in Clauses 1.3 And 1.4 hereof. As promptly as practicable after receipt of a request for a Change, Supplier will

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- advise Purchaser what amendments to the Contract, if any, may be necessitated by such requested Changes. 9.4
- 8.2 The Parties shall agree on a fair and equitable adjustment of such amendments to the Contract at their earliest convenience. In case such agreement should not be possible within fifteen (15) Days after a Change has been requested by one of the Parties, Supplier shall be entitled to continue with the delivery of the Scope of Supply without the requested Change.
- 9. Warranty**
- 9.1 Supplier warrants that:
- a. the Scope of Supply will be of the kind and quality as described in the Contract, and
 - b. the Scope of Supply will be free of defects in workmanship and material, and
 - c. to the extent required for the functioning of the Scope of Supply, will be free of defects in design, provided however that Supplier shall not be responsible for the design of the Scope of Supply (including but not limited to the selection of the materials) to the extent that the design and/or the selection of the materials has been undertaken or provided by Purchaser, End-User, or a third party not being a sub-supplier appointed by Supplier.
- 9.2 Except in cases where the Scope of Supply is limited to Services only, the Warranty Period shall end on the earliest of the below dates:
- a. after twelve (12) months from the initial operation of the Scope of Supply, or
 - b. after eighteen (18) months from delivery of the Scope of Supply, or,
 - c. in the event that delivery is delayed or impeded for reasons beyond Supplier's control, after eighteen (18) months from the date of Supplier's notification that the Scope of Supply is ready for dispatch.
- Where the Scope of Supply is limited to Services only, the Warranty Period shall commence on completion of such Services and shall terminate on the end of the sixth (6) month thereafter.
- 9.3 If, during the Warranty Period, the Scope of Supply fails to meet the requirements set out in this Clause 9.1, then Purchaser shall give written notification to Supplier stating the reasons therefor. Within seven (7) Days (or such longer period that is reasonable under the circumstances) of receipt of Purchaser's notification, Supplier shall commence the repair, modification, or replacement of the defective part. Purchaser shall make the Scope of Supply, or the defective part thereof, available for correction. Supplier shall be liable for Supplier's own costs incurred as a result of such action only. In no event shall Supplier be responsible for the cost of providing access to the Scope of Supply, or costs of disassembly, removal, or re-installation of any items.
- 9.5 In the event that Supplier undertakes any repair or replacement of any part of the Scope of Supply in accordance with its obligations under Clause 9.3 then the Warranty Period of such repaired or replaced part shall commence on the date of completion thereof and shall continue for a period of six (6) months or until the end of the Warranty Period established in Clause 9.2, whichever is the later. In any event such extended warranty period shall not exceed six (6) months after the end of the Warranty Period. Maximum cumulative warranty period shall not exceed 24 Months.
- 9.6 The warranties contained herein shall not apply or shall terminate immediately if the faults or defects referred to herein is a result of Purchaser's incorrect use, faulty installation, start-up or failure to observe operating instructions, failure to carry out proper maintenance, modifications or repairs by Purchaser, End-User or third parties other than Supplier, normal wear and tear, incorrect or negligent handling, erosion or corrosion, unsuitable service products or replacement materials, unsuitable foundations, conditions more severe than those specified or deficiencies resulting from other reasons beyond Supplier's control. Warranties shall also terminate immediately if Purchaser or End-User, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify Supplier as described in Clause 9.3 hereof.
- 9.7 Correction of nonconformities in the manner and for the period of time provided within this Clause 9 shall constitute Purchaser's sole remedy for defects.
- 9.8 In the event that Buyer claims warranty, either rectification or replacement of parts, of the scope of supply, Buyer to deliver the defective parts to Blue Logic premises at Forus-Norway at Buyer's cost. New or rectified parts will then be delivered by Blue Logic ex-works.
- 10. Limitation of Liability**
- 10.1 Supplier's total liability whether for breach of Contract, tort (including negligence), breach of statutory duty, strict or otherwise, and regardless of whether the Contract is terminated or not, shall be limited to 50 % of the Purchase Order Price.
- 11. Intellectual Property**
- 11.1 Purchaser confirms that Purchaser is fully authorized to use or grant permission to use the technical documentation provided to Supplier for the performance of the Scope of Supply by Supplier or its sub-suppliers, respectively. In case Purchaser would not be authorized to order said performance from Supplier without violation of intellectual property rights of third parties, Purchaser shall inform Supplier without any delay. In this case, Supplier shall stop the work until the approvals needed for the performance have been obtained. Supplier shall not use technical documentation received from Purchaser for any purpose other than to fulfil the Contract.
- 11.2 Any know-how, inventions, patents, copyrights or the like belonging to or provided by Supplier and used for or developed in the course of the fulfilment of the Contract by Supplier shall remain Supplier's property, and no ownership shall be transferred to Purchaser, Purchaser's customer or End-User with respect to such know-how, inventions, patents and copyrights, independent of the hardware on which such know-how, inventions, patents or copyrights is made available

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(machinery, paper, electronic medium, etc.). However, End-User shall be granted a limited right to use such know-how, invention, patents, copyright or the like for the operation, maintenance, and repair of the Scope of Supply on a non-exclusive basis, which right shall not include, and the Purchaser or End-User shall not permit any third party to, i) use of the said intellectual property for the reproduction of the Scope of Supply or parts thereof, ii) reverse engineer, decompile, disassemble or otherwise attempt to derive the composition, source code, underlying ideas, algorithms, structure, organization or trade secrets of the Scope of Supply or iii) use the Scope of Supply or any related intellectual property for the purpose of developing, manufacturing, procuring or supporting any competing product or service.

11.3 Supplier shall make its best endeavours to ensure that the Scope of Supply and any part thereof shall not infringe any intellectual property rights of third parties. In the event of any infringement of intellectual property rights relating to the said Scope of Supply, Supplier may, in its sole discretion, procure the right to use the Scope of Supply without impairing its suitability, or modify or replace it so that it is rendered non-infringing. The obligations of Supplier set forth herein are contingent upon (i) Supplier receiving prompt written notice from Purchaser of such infringement; (ii) Supplier receiving assistance from Purchaser in the defence and (iii) the right of Supplier to settle or defend.

11.4 The obligation of Supplier stipulated in Clause 11.3 shall not apply to (i) the Scope of Supply or part thereof which has been manufactured according to Purchaser's design, (ii) services performed using Purchaser's documentation, (iii) the use of the Scope of Supply or any part thereof in conjunction with any other product in a combination not furnished by Supplier as part of the Scope of Supply or (iv) products fabricated by using the Scope of Supply. As to any such equipment, service, product, part or use in such combination, Supplier assumes no liability whatsoever for infringement of intellectual property rights of third parties, and Purchaser shall indemnify Supplier against any respective infringement claims. Supplier shall co-operate with Purchaser in the same manner as required by Supplier under 11.3 (i) to (iii).

11.5 Supplier's copyrighted material shall not be copied by Purchaser except for archiving purposes or to replace a defective copy. Purchaser's copyrighted material shall not be copied by Supplier except for archiving purposes or to replace a defective copy.

12. Termination for Cause

12.1 Purchaser shall have the right to terminate a Purchase Order / Call Off (or any portion thereof) for cause in the event that Supplier:

- a. goes bankrupt, or if Supplier is shown to be or admits to being insolvent; or,
- b. substantially breaches and fails to comply with or perform its material obligations hereunder (but only with respect to a material obligation for which the Purchase Order does not provide exclusive remedies), provided that Purchaser shall first have provided Supplier with written notice of the nature of such breach and of Purchaser's intention to terminate the Purchase Order as a result of such breach, and Supplier shall have failed, within three weeks after receipt of such notice (or such extended period as is considered reasonable and agreed by the Parties), to either (i) commence to cure such breach and diligently

thereafter to pursue such cure, or (ii) provide reasonable evidence that no such breach has occurred.

12.2 If Purchaser terminates the Purchase Order under Clause 12.1 hereof, or any portion thereof, as provided in this Clause 12, Purchaser shall pay to Supplier that portion of the Purchase Order Price allocable to the Scope of Supply completed and accepted by Purchaser. If the Parties cannot agree on the value for such portion of Scope of Supply so terminated, a neutral expert to be determined by both Parties shall fix the price, and this price shall be accepted by both Parties. For the determination of the price, Supplier's cost related to the partial Scope of Supply and the value said partial Scope of Supply has for the Purchaser shall be taken into consideration on a fair and true basis. In case Purchaser does not accept any part of the Scope of Supply, Purchaser shall return to Supplier any tangible and intangible goods already delivered, and Supplier shall reimburse the purchase price received. Supplier shall not owe any further payments.

12.3 Supplier shall have the right to terminate the Purchase Order (or any portion thereof) for cause in the event that Purchaser:

- a. goes bankrupt, or if Purchaser is shown to be or admits to being insolvent; or
- b. fails to comply with any material terms of the Purchase Order, including but not limited to, failure to make any payment when due or to fulfil any payment conditions provided that Supplier shall first have provided Purchaser with written notice of the nature of such breach and of Supplier's intention to terminate the Purchase Order as a result of such breach, and Purchaser shall have failed, within three weeks after receipt of such notice (or such extended period as is considered reasonable and agreed by the Parties), to either (i) commence to cure such breach and diligently thereafter to pursue such cure, or (ii) provide reasonable evidence that no such breach has occurred.

12.4 If Supplier terminates the Purchase Order, or any portions thereof under Clause 12.3 hereof, Supplier shall be paid for all Scope of Supply completed or partially completed prior to the date of termination, plus extra costs and other damages incurred by the termination, including but not limited to cancellation costs under subcontracts and/or expenses for non-cancellable procurement.

13. Termination for Convenience

13.1 Purchaser shall have the right to terminate a Purchase Order upon fifteen (15) Days' prior written notice to Supplier, and Supplier shall stop its performance upon the receipt of such notice except as otherwise agreed with Purchaser. If Purchaser terminates the Purchase Order for convenience, it shall pay Supplier:

- a. the agreed unit price for Scope of Supply completed and delivered, plus
- b. additional material and labour costs incurred, and for engineering services supplied by Supplier with respect to the cancelled items, which shall be charged to Purchaser at Supplier's rates in effect at the time of cancellation, but which shall not exceed the Purchase Order Price for such items, plus

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- c. six percent (6%) of the costs and expenses referred to in (b) above in lieu of profit, plus
 - d. such other costs and expenses, including cancellation charges under subcontracts, storage costs, etc., as Supplier may incur in connection with such cancellation or termination; or
 - e. in the event a cancellation schedule is included as part of the Purchase Order, the amount specified on such cancellation schedule.
- 16.1 Supplier shall export and/or re-export any Export Item in accordance with all Applicable Export Laws.
- 16.2 Purchaser expressly acknowledges and agrees that it will NOT:
- a. diverts, use, export or re-export any Export Items contrary to any Applicable Export Laws; and/or
 - b. export, re-export, or provide any Export Items to any entity or person within any country that is subject to any Sanctions; and/or
 - c. export, re-export, or provide any Export Item to entities and persons that are ineligible under Applicable Export Laws.

14. Suspension

- 14.1 If Purchaser decides to suspend the Contract, Supplier shall be entitled to be compensated for any proven costs caused by the suspension. If the suspension lasts for more than two (2) months, the Contract shall be deemed to be terminated for convenience in accordance with Clause 13.
- 14.2 In case of suspension according to Clause 14.1 or Clause 6.4, Supplier shall resume work upon written instruction from Purchaser, receipt of payments due and owing by Purchaser under the Contract, and written agreement between the Parties of Changes as may be requested as soon as the required workshop capacity is available.

15. Confidentiality

- 15.1 In connection with the Contract, Supplier and Purchaser (as to information disclosed, the Disclosing Party) may each provide the other Party (as to information received, the Receiving Party) with Confidential Information. Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iv) is required to be disclosed by order of a competent court or government agency.
- 15.2 The Receiving Party agrees, except as otherwise required by law (i) to use the Confidential Information only in connection with the performance of the Contract or installation, operation, maintenance and use of the Scope of Supply sold hereunder, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees or Affiliates on a strict "need-to-know" basis for the purpose of performance of the Contract, or installation, operation, maintenance or use of the Scope of Supply sold hereunder. Further, if disclosure of Confidential Information to a third party is required, the Receiving Party agrees to use its best efforts to require proprietary or confidential treatment of the information by such third party. The Recipient shall remain fully liable for any breach of confidentiality by its Affiliates or employees or any third party to whom it discloses Confidential Information.

16. Export Control

16.3 Export License

If an export license is required, upon receipt of the Contract, Supplier shall prepare an application on Purchaser's behalf and submit it to the appropriate authorities. As to any export license, Purchaser shall advise Supplier of the validity, number, date of issue and expiration date. Supplier's performance hereunder shall be subject to Supplier's prior receipt of evidence satisfactory to Supplier that an appropriate export license has been granted. Purchaser assumes all responsibility for reimbursing Supplier for all expenses incurred by Supplier with respect to any export license.

17. Indemnity / Insurance

17.1 Indemnity

Supplier shall indemnify Purchaser Group (i.e. Purchaser, its end customer, its affiliated companies, its and their other contractors and subcontractors and the officers directors and employees of the aforementioned) from and against any claim concerning (a) personal injury to or loss of life of any employee of Supplier Group, and (b) loss of or damage to any property of Supplier Group, arising out of or in connection with the Scope of Supply. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Purchaser Group.

Purchaser shall indemnify Supplier Group (i.e., Supplier, its affiliated companies, its and their other contractors and subcontractors and the officers directors and employees of the aforementioned) from and against any claim concerning (a) personal injury to or loss of life of any employee of Purchaser Group, and (b) any consequential losses including pollution, loss of or damage to any property of Purchaser Group, arising out of or in connection with the Scope of Supply. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Purchaser Indemnitees.

Purchaser shall indemnify Supplier Group from and against any claim concerning (a) personal injury to or loss of life of any third party, and (b) loss of or damage to any property of any third party, arising out of or in connection with the Scope of Supply. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Supplier Group.

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17.2 Insurance

17.2.1 Supplier shall affect and/or maintain the following insurance:

- a. General and products liability insurance covering its legal liability for bodily injury and damage to third party physical property (including Purchaser's property other than the Scope of Supply) arising out of performance of this Contract. The limit of insurance shall be five million Norwegian Kroner (NOK 5,000,000.00) per occurrence and ten million Norwegian Kroner (NOK 10,000,000.00) in the aggregate.
- b. Transport insurance in accordance with any agreed trade term, which shall be construed in accordance with the Incoterms.
- c. For all its employees engaged in performing this Contract occupational accident and disease insurance (i.e. workers compensation or similar social insurance) in accordance with the law which may apply to those employees.
- d. Automobile liability insurance in accordance with local laws or custom to the extent that Supplier's employees use owned, non-owned or rented automobiles whilst performing Services at Purchaser's site.

17.2.2 Whenever required by Purchaser and procurable from the respective insurance carrier/broker, Supplier shall furnish confirmation of any insurance which Supplier is required to effect and/or maintain under this Contract, provided that such policies shall not be primary with respect to Purchaser's, its customer's or End User's insurance policies and shall not grant waiver of subrogation to Purchaser, its customer or End User or name such parties as additional insured or co-insured party.

17.2.3 For hired equipment/tools Purchaser to provide insurance for the whole hire period defined from delivery ex-works to delivered back again.

18. Applicable Law / Dispute Resolution

18.1 Applicable Law

The Contract is construed and shall be interpreted in accordance with the laws of Norway. The conflict of law rules shall be excluded.

18.2 Jurisdiction

Any dispute arising out of or in connection with the Contract, that cannot be resolved amicably, shall be referred to court proceedings. The courts at the place of Supplier shall have exclusive jurisdiction. The Sør-Rogaland District Court shall be the legal venue for all actions arising from the Contract. Supplier reserves the right to claim against Purchaser at Purchaser's place.

19. Miscellaneous

19.1 Assignment

Any attempt by a Party to assign, transfer, or delegate any of the rights, duties, or obligations herein to a third party without prior written consent of the other Party shall render such attempted assignment or transfer null and void. Supplier's affiliated companies shall not be considered third parties. However, such restriction shall not apply in instances where Supplier, in the course of its usual business practices, requires part of its work to be undertaken or supplied by sub-contractors or sub-suppliers.

19.2 Waiver of Rights

Supplier's or Purchaser's failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

19.3 Severability

If a provision of the Contract is determined to be void or unenforceable, this finding shall not render other provision void or unenforceable, and Supplier and Purchaser shall make their best endeavours to replace such provision by a valid one covering the original commercial intention as far as legally possible.

Additional Terms and Conditions for Contracts including Services

A1. Parties' Representatives

A1.1 Purchaser and Supplier shall each appoint a person to act as its representative for the purposes of the Services and shall each notify the other in writing of such appointment prior to Supplier's personnel arrival at site. ("Site" means the place where the Services have to be performed.) Such person shall have full authority to act on behalf of the Purchaser or the Supplier respectively for the purposes of the Services.

A1.2 For the purposes of this Contract, Supplier's representative and other personnel shall be deemed to be agents of Supplier and nothing herein shall establish the relationship of master and servant as between the Purchaser and the Supplier's representative and other personnel.

A2. Labour Provided by Purchaser

General Terms and Conditions of Supply

- A2.1 Where required by the Contract or where subsequently agreed between the Parties, Purchaser shall provide, at its own expense, skilled and unskilled labour sufficient in quantity and sufficiently competent to undertake the relevant identified work. Such labour shall include at least one foreman who is fluent in the English language.
- A2.2 Purchaser shall procure and maintain suitable Workman's and Employer's Liability Insurance as required by the applicable law for any labour provided by him under the Contract.
- A2.3 The skilled and unskilled labour provided by the Purchaser or End-User shall remain the servants and under the control of the Purchaser or End-User, as the case may be, but shall work to the orders and instructions of the Supplier's representative. The Supplier shall not be liable for any act, omission or negligence of such labour, except to the extent that such act or omission is as a result of the proven negligence of the Supplier's representative (subject always to the limitations contained in Clause 10 of the Terms and Conditions).
- A3. Facilities Provided by Purchaser**
- A3.1 The Purchaser shall provide the following facilities at his own expense:
- A3.1.1 Adequately furnished and equipped living accommodation to European standards for use by the Supplier's personnel throughout their period at Site together with subsistence and other reasonable expenses of the Supplier's personnel.
- A3.1.2 Transportation for the Supplier's personnel between Site and place of arrival and departure and for transportation between accommodation and Site.
- A3.1.3 Any special clothing for the Supplier's personnel that may be required for the applicable Site conditions.
- A3.1.4 Except as otherwise stated in the Contract, all tools and equipment required to perform the Services, including but not limited to, hand-tools, any special tools, heavy tools, lifting equipment, craneage, scaffolding, lighting and welding sets. All such tools and equipment shall be maintained in a safe and suitable condition by the Purchaser and, where applicable, be fully tested.
- A3.1.5 All Site security, protection and watching together with implementing the correct operating and maintenance of all safety systems, procedures and equipment.
- A3.1.6 All suitable consumables required for the Services, including but not limited to, heating, gas, fuel, compressed air, electricity, lubrication materials and other sundry items.
- A3.1.7 Suitable lockable storage, security and protection for all materials and equipment.
- A3.1.8 Arrangement for the provision of letters of invitation to enable Supplier to arrange necessary visas.
- A3.1.9 Permits, including work permits, licenses and approvals.
- A3.2 The Purchaser shall be responsible for any loss or damage to tools, plant, equipment, materials and consumable stored or placed upon the Site and shall procure and maintain suitable insurance policy to cover all risks.
- A3.3 Purchaser also undertakes to maintain the site and facilities, upon which Supplier's personnel may be required to enter, in a safe condition, and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and to give Supplier's personnel all instructions necessary. Supplier shall make sure that its personnel will follow all instructions reasonably made by Purchaser.
- A3.4 Purchaser's failure to comply with the obligations stated in Clauses A3.1, A3.2, and A3.3 above shall entitle Supplier to either stop rendering its services, and/or postpone the delivery and/or ask for additional charges for the lost time of its service personnel.
- A4. Working Hours**
- A4.1 The applicable working hours shall be as stated in the Contract.
- A5. Time Sheets**
- A5.1 At the end of each week the Supplier's personnel shall submit time sheets to the Purchaser's representative, showing all hours worked, to whom they are chargeable and any other items that are reimbursable by the Purchaser. The Purchaser's representative shall sign such time sheets and return them to Supplier's personnel within forty-eight (48) hours of receipt. Should the Purchaser's representative disagree with the content of the time sheets, he shall discuss such disagreement with Supplier's representative within such forty-eight (48) hour period.
- A7. Areas of High Risk**
- A7.1 In the event that, due to the location of the Site, the Supplier is unable to obtain insurance cover in respect of Employers Liability, Personal Accident and/or travel under the Supplier's present policy for the Supplier's personnel, the Purchaser shall pay any additional required premiums that the Supplier may incur to provide such special insurances. However, should it not be possible for the Supplier to obtain such suitable insurance cover or existing cover is withdrawn during the course of the Services, the Supplier is hereby relieved of its obligations under the Contract and in this event, Supplier shall not be in breach of any obligations hereunder and Purchaser shall have no right of claim against Supplier either under the Contract or against any bank guarantee or surety given by Supplier.