

1 Contract

- 1.1 The following documents shall form the "Contract": (a) Company's purchase order ("Order"); (b) these terms and conditions ("Conditions"); and (c) any other document expressly incorporated either by reference in or as attached to the Order. These documents shall be read as one document, the contents of which, in the event of ambiguity or contradiction, shall be given precedence in the order listed above.
- 1.2 The Order sent by "Company" to "Contractor", as such parties are more particularly identified in the Order, shall be an offer by Company for Contractor to carry out the Work. The offer is accepted on the earlier of a) by receipt by Company of Contractor's written acceptance; or b) the commencement of any part of the Work by Contractor, and in either case such acceptance shall be unconditional.
- 1.3 The Contract shall be effective from the date of acceptance as determined in accordance with the foregoing or such other date as agreed by the parties as set out in the Order ("Effective Date") and shall continue in effect for so long as the parties continue to have any rights, liabilities or obligations under the Contract.
- 1.4 Except as expressly provided in the Order, these are the only terms and conditions on which Company shall contract with Contractor for the Work to the exclusion of all other terms or conditions.

2 Definitions

"Affiliate" means any subsidiary or holding company of any company or any other subsidiary of such holding company. For the purposes of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 of the Companies Act 2006.

"Acceptance Certificate" means a document issued by Company confirming its formal acceptance of the Goods following successful completion of testing and verification as specified in the Contract.

"Applicable Laws" means all applicable laws (including Compliance Laws), statutes, statutory instruments, byelaws, directives, regulations, ordinances, orders, decrees, rules, codes, codes of practice, guidance, guidelines and any other requirement of any authority, agency or regulatory body with jurisdiction over Company Group, Contractor Group, the Work, the Worksite or any matter arising under the Contract;

"Claim" means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expense) or causes of action, of whatever nature including those made or enjoyed by dependents, heirs, claimants, executors, administrators or survivors;

"Company Group" means Company and its Affiliates, Company's other contractors and subcontractors (of any tier) and the respective directors, officers and employees, consultants and agency personnel of all the foregoing, but shall not include any member of the Contractor Group.

"Compliance Laws" means all Applicable Laws relating to ethical behavior including bribery, corruption, money laundering, fraud or similar activities; trade, economic and financial sanctions, anti- boycott and export control, human rights, including workers' rights, forced labor, and child labor, and any other laws designed to improve or control behavior and ethics;

"Consequential Loss" means (i) indirect or consequential loss under the governing law of the Contract; and (ii) loss and/or deferral of production, loss of product, loss of use and loss of revenue, indirect profit or anticipated indirect profit (if any), to the extent that these are not included in (i), whether or not foreseeable at the Effective Date.

"Contractor Group" means Contractor and its Affiliates, Contractor's other contractors and subcontractors (of any tier) and the respective directors, officers and employees, consultants and agency personnel of all of the foregoing;

"Defects Liability Period" means thirty-six (36) months from the date of completion of the Services, provided that in the case of any defect in the Services (including in any previously rectified Services) that Company identifies during the Defects Liability Period and which Contractor is required to rectify in accordance with the provisions of the Contract, the Defects Liability Period shall be extended until thirty-six (36) months from the date on which such defect is rectified in accordance with the Contract;

"Goods" means the goods as detailed in the Order that Contractor is required to supply in accordance with the Contract;

"Sales Tax" means any tax on goods or services, including value added, sales, use, excise or similar taxes imposed by any taxation authority;

"Services" means the services as detailed in the Order that Contractor is required to perform in accordance with the Contract;

"Subcontract" means a contract (of any tier) for the performance, supply or provision of any part of the Work, excluding the Contract;

"Subcontractors" means any person (other than Contractor) that is party to a Subcontract;

"Tax" or "Taxes" means all existing or future taxes of any kind levied or imposed and related to or assessed upon income, revenue, profits, assumed profits together with any fines, penalties or interest thereon;

"Third Party" means any person that is not a member of the Contractor Group or the Company Group;

"Warranty Period" means thirty-six (36) months from the date the Goods are delivered in accordance with the Contract, provided that in the case of any defect in the Goods (including in any previously rectified Goods) that Company identifies during the Warranty Period and which Contractor is required to rectify in accordance with the Contract, the Warranty Period shall be extended until thirty-six (36) months from the date at the point of use that such rectified Goods are operated, used or entered into commercial operation;

"Work" means all work that Contractor is required to carry out in accordance with the Contract, including the supply of the Goods, the performance of the Services, the provision of the data and documentation and, as the context so requires, any rectification work;

"Worksite" means all places where the Work is to be carried out.

3 Interpretation

- 3.1 The headings in the Contract are for ease of reference and shall not be deemed to be part of or be taken into consideration in the interpretation or construction of the Contract.
- 3.2 References in the Contract to: (a) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (b) the words "including", "include" and "other" shall be construed without limitation; (c) any Applicable Laws include references thereto as amended, supplemented or replaced from time to time or, as applicable, as extended or re-enacted; (d) the singular shall include the plural and vice versa unless the context otherwise requires; (e) the Contract shall include the same as amended or varied in accordance with its terms; and (f) any party or other person, which for the purpose of the Contract shall include, as the context requires, any natural person, body corporate, unincorporated association, partnership or other entity, whether or not having a separate legal personality, shall include that party's or person's successors in title and permitted assigns.
- 3.3 All instructions, directions, notices, agreements, authorizations, approvals, consents and acknowledgements between the parties relating to the Contract shall be in writing.
- 3.4 Contractor shall notify Company without delay of all things which appear to be errors, omissions or inconsistencies in the Contract or that the Contract conflicts with Applicable Laws. Company shall review these items and issue the necessary instructions before Contractor proceeds with any part of the Work affected. Any such instruction shall not be a variation and Contractor shall not be entitled to any extension or allowance of time or to any payment whatsoever in respect of the same.

4 Representatives

- 4.1 Subject to the remaining provisions of this Clause 4, Company Representative and Contractor Representative are the persons named as such in the Order. Such representatives, their replacements or delegates as appointed in accordance with this Clause 4, shall be readily available to enable both Company and Contractor to discharge their obligations under the Contract.
- 4.2 Company Representative has the authority to act for and on behalf of Company in respect of the Work and, subject to any delegation of such authority, shall be responsible for issuing all information, instructions, directions and decisions to Contractor and receiving from Contractor all information and decisions as required under the Contract. Company Representative may at any time by notice (including by e-mail) to Contractor delegate any of his authority to any nominated deputy or deputies. Such notice shall specify the extent of the authority of any such deputy or deputies. Company may replace Company Representative at any time and shall notify Contractor of any replacement. Company Representative has no powers to amend the Contract or to relieve Contractor from any of its liabilities or obligations under the Contract.
- 4.3 Contractor Representative has the authority to act for and on behalf of Contractor in respect of the Work and, subject to any delegation of such authority, shall be responsible for issuing all information and decisions to Company and receiving from Company all information, instructions, directions and decisions as required under the Contract. Contractor Representative may delegate any of his authority to any nominated deputy or deputies, the terms of such delegation being subject to Company's prior approval which shall not be unreasonably withheld or delayed. Contractor shall not change Contractor Representative or any nominated deputy or deputies without Company's prior approval. Contractor Representative has no powers to amend the Contract.

5 Contractor's General Obligations

- 5.1 Contractor shall provide all management, design, engineering, supervision, personnel, equipment, plant, machinery, tools, apparatus, containers, fastenings, hardware, software, materials, consumables, supplies, packaging, spare parts, facilities, premises and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- 5.2 Contractor shall, and shall procure that the other members of Contractor Group shall, carry out the Work with all due skill, care, diligence, prudence and foresight to be expected of a reputable contractor experienced in work of the type to be carried out under the Contract and in accordance with good engineering practice where the Work includes design or engineering, all to the satisfaction of Company and in compliance with all other provisions of the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognized good practices and standards applicable to the same) and Applicable Laws.
- 5.3 All Work shall be performed by suitably qualified and competent personnel. In the event that Contractor provides personnel, they shall be suitably qualified, experienced, properly supervised and competent, holding all licenses, certifications, medicals and authorizations required by Applicable Law and the Contract, and having completed all training necessary for safe, compliant and diligent performance of the Work. At the request of the Company, the Contractor shall be able to present documentation of compliance with this Clause 5.3. Company reserves the right to require the immediately replacement by Contractor at Contractor's cost, any personnel, who in Company's sole opinion conduct themselves in an improper manner, are unsuitable to perform the Work, or in any other way do not comply with the foregoing.
- 5.4 If the Contract appoints key personnel in Contractor's organization, such personnel shall not be replaced without Company's prior written approval. Such approval shall not be unreasonably withheld.
- 5.5 Contractor shall cooperate with Company and Company's other contractors and organize its operations to ensure that all activities are carried out efficiently and without delay.

- 5.6 Contractor shall ensure that the Work, the Goods, any data and documentation and all other items to be provided by Contractor Group shall be fit for their intended purpose and free from defects in materials and workmanship.
- 5.7 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims arising out of or in connection with the Contract in respect of the employment or worker status of its personnel and all benefits and rights in connection with the same.
- 5.8 Except to the extent that it may be legally impossible or create a hazard to safety, Contractor shall comply with Company's instructions and directions on all matters relating to the Work.
- 5.9 Contractor shall search for defects, discrepancies and inconsistencies ("errors") in drawings, specifications and other documents Contractor receives from Company. Contractor shall without undue delay notify Company of any such "errors" discovered. If Contractor does not notify Company of an "error" that Contractor has discovered or ought to have discovered through his quality management system, and as a result, Company incurs extra costs, then all such costs shall be borne by Contractor.
- 5.10 Company and its authorized representatives shall be entitled at any time to carry out any inspection, testing, witnessing or monitoring necessary and to examine all associated data and documentation in order to confirm compliance by Contractor with its liabilities and obligations under the Contract. Contractor shall co-operate fully with Company and its authorized representatives in relation to the same and shall provide, or shall procure the provision of, all assistance, data, documentation and access to personnel as may be required in connection therewith.
- 5.11 Contractor shall obtain and maintain all licenses, permits, temporary permits, consents, authorizations and approvals required in order to carry out the Work and shall whenever requested by Company produce documentation showing that necessary permits have been obtained.

6 Goods

- 6.1 It is a condition of the Contract that the Goods shall be: (a) new, or subject to Company's approval, as new, of good quality and sound design, materials and workmanship, be in compliance with the detailed specification provided by Contractor or as set out in or as attached to the Order (the "Specification"); and (b) be free from all liens, charges, encumbrances and retention of title claims by any Third Party and be in compliance with all other provisions of the Contract (and, except to the extent expressly stated otherwise in the Contract or where any of the following are in conflict with the Specification, in compliance with the latest issue of the appropriate British, EU, US or other international standards or codes of practice applicable to the Goods) and Applicable Laws.
- 6.2 Contractor shall afford Company's representatives access to any premises (including those of Subcontractors) and the Goods during working hours. The same access shall be afforded persons authorized by Company's representatives.
- 6.3 Contractor shall, prior to delivery of the Goods, inspect, verify and test the Goods to confirm that the Goods meet the requirements of the Contract. If specified in the Order, such verification and testing shall be carried out in accordance with the verification and testing procedure set out in the Order and, when in the sole opinion of Company, the acceptance criteria have been met, Company shall issue the Acceptance Certificate.
- 6.4 The Goods shall be packed and labelled by Contractor for transportation and storage in accordance with the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognized good packing and labelling practices and standards applicable to the same), so as to reach the point of use undamaged and in good condition and, to the extent not immediately used, shall ensure that the Goods are preserved in good condition until the Goods are permanently removed from packaging at the point of use.
- 6.5 The Goods shall be delivered at the delivery point on the delivery date in accordance with the delivery term as the same are determined

pursuant to the Order along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other documentation required to be provided by Contractor in connection with the supply of the Goods, except to the extent the same has already been provided or as otherwise agreed with Company. Time is of the essence in relation to delivery dates and time of performance.

- 6.6 If Contractor should have cause to believe that it will be unable to deliver the Goods on the delivery date as specified in the Contract, Contractor shall immediately notify Company in writing stating the reason for the delay, the effect on the delivery date and furthermore include a proposal on how the delay can be minimised. Contractor shall bear own costs incurred to minimise the delay unless the delay is caused by Company. Contractor is liable for losses suffered by Company which could have been avoided if Contractor had given notice of the delay in due time.
- 6.7 Delay exists when Contractor fails to comply with the time limits stated in the Order, unless the delay is caused by Company.
- 6.8 Company reserves the right to apply liquidated damages for late delivery of the Goods at the rate specified in the Order. Where no such rate is specified the rate of one percent (1%) of the Contract price for each day or part thereof for which the Goods are delayed shall apply. Where liquidated damages are payable these shall be deemed to be a genuine pre-estimate of the Company's losses as a result of such delay and as shall not be construed as penalties. Subject always to the Company's right to terminate the Contract, the payment of liquidated damages shall not relieve Contractor from its obligations to diligently perform the Work or from any other obligation and liability under the Contract.
- 6.9 If Company identifies any defect in the Goods (including in any previously rectified Goods) at any time during the Warranty Period, Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect which shall include the replacement (including the temporary replacement) of the Goods, where the same is determined by Company, at its sole discretion, to be the appropriate course of action, at the point of use or at such other location as required by Company. If Contractor fails to comply with the foregoing (or fails to prove to Company's satisfaction that it has commenced and is continually proceeding with all work necessary to rectify such defect), Company may, without prejudice to any other rights or remedies which Company may have, either carry out such work itself or have the same carried out by others and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.
- 6.10 Title to the Goods shall transfer to Company: (a) upon delivery, whether in whole or in part (provided that part delivery is permitted under the Contract), to Company in accordance with the Contract; or (b) upon payment by Company, whichever is the first to occur, provided that the risk and responsibility for such Goods shall at all times remain with Contractor until delivered to Company in accordance with the Contract. Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of loss of or damage to any Goods to which Company has title in accordance with this Clause at any time when the risk and responsibility for the same is with Contractor or as a result of the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group, arising out of or in connection with the Contract.

7 Services

- 7.1 Contractor shall ensure that it is ready to commence the Services on the commencement date as set out in the Order or as otherwise required by Company and shall commence and continuously proceed with the same in accordance with the scheduling requirements of Company until complete in accordance with the Contract.
- 7.2 Where the Work involves the hire of equipment to Company, Contractor shall ensure that all such equipment: (a) has been properly

maintained, inspected and serviced in accordance with the manufacturer's recommendations and any applicable preventive maintenance or service program; (b) is at all times safe, in good working order and fit for its intended purpose; (c) conforms to the specifications set out in the Order; and (d) complies with all Applicable Laws and relevant industry standards. Upon Company's request, Contractor shall promptly provide complete and current records evidencing the equipment's maintenance, inspection, and service history.

- 7.3 When Contractor considers the Services as completed, Contractor shall notify Company in writing as soon as possible. Within a reasonable time after receiving such notice, Company shall in writing either accept the Services as completed, or declare that the Services are not accepted as completed and the reason for this.
- 7.4 If Contractor should have cause to believe that it will be unable to perform the Services on the date(s) as set out in the Order, Contractor shall immediately notify Company in writing stating the reason for the delay, the effect on the delivery date and furthermore include a proposal on how the delay can be minimised. Contractor shall bear own costs incurred to minimise the delay unless the delay is caused by Company. Contractor is liable for losses suffered by Company which could have been avoided if Contractor had given notice of the delay in due time.
- 7.5 Delay exists when Contractor fails to comply with the time limits stated in the Order, unless the delay is caused by Company.
- 7.6 Company reserves the right to apply liquidated damages for late performance of Services at the rate specified in the Order. Where no such rate is specified the rate of one percent (1%) of the Contract price for each day or part thereof for which the Services is delayed shall apply. Where liquidated damages are payable these shall be deemed to be a genuine pre-estimate of the Company's losses as a result of such delay and as shall not be construed as penalties. Subject always to the Company's right to terminate the Contract, the payment of liquidated damages shall not relieve Contractor from its obligations to diligently perform the Work or from any other obligation and liability under the Contract.
- 7.7 If Company identifies any defect in the Services (including in any previously rectified Services) at any time during the performance of the Services or during the Defects Liability Period, Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect. If Contractor fails to comply with the foregoing (or fails to prove to Company's satisfaction that it has commenced and is continually proceeding with all work necessary to rectify such defect), Company may, without prejudice to any other rights or remedies which Company may have, either carry out such work itself or have the same carried out by others and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.

8 Payment and invoicing

- 8.1 For the performance and completion of the Work and compliance by Contractor with its other liabilities and obligations under the Contract, Company shall pay, or cause to be paid, the amounts as provided in the Order to Contractor at the times and in the manner as set out in the Order and this Clause.
- 8.2 Except where it is expressly provided that Company shall carry out an obligation under the Contract at its own cost, all rights to be exercised and liabilities and obligations to be complied with by Contractor shall be at Contractor's own cost, whether or not expressly stated in the Contract, and included in the rates and prices set out in the Contract.
- 8.3 Within thirty (30) days from the end of each month following commencement of the Work or, in the case of a lump sum payment, such other invoice period as set out in the Contract, Contractor shall submit to Company a single invoice for the value ascertained in accordance with the Contract for the Work performed in accordance with the Contract during the month in question or, in the case of a lump sum payment,

during such other invoice period.

- 8.4 Sales Tax chargeable in respect of the Work, if applicable, shall be itemized separately.
- 8.5 Each invoice shall quote the Order number, title and any other details as specified in the Contract or which Company may otherwise request and shall be forwarded, together with adequate supporting documentation, to the person and address as set out in the Order.
- 8.6 Company shall pay, or cause to be paid, the due amount within thirty (30) days after the date of Company's receipt of a properly submitted and supported invoice (or credit note, as the case may be) in accordance with this Clause. Company will make payment in the currency as set out in the Order. If Company disputes any item in any invoice in whole or in part or if the invoice is incorrectly prepared or submitted in any respect, then Company shall inform Contractor of the reasons and request Contractor to issue a credit note for the unaccepted whole or part of the invoice as applicable. Unless and until such credit note is received, Company shall have no liability to pay Contractor any sums due under the disputed invoice. Upon receipt of such credit note Company shall be obliged to pay only the undisputed portion of the disputed invoice which shall be paid in accordance with this Clause. On settlement of any dispute, Contractor shall without delay submit an invoice for sums due and Company shall make the appropriate payment in accordance with this Clause.
- 8.7 If Company fails to make payment of any amounts properly due to Contractor in accordance with this Clause within thirty (30) days of payment becoming due, Contractor shall be entitled to claim interest on the amount outstanding at the rate of two percent (2%) per annum over the "Norges Bank" base rate currently in force, which the parties agree is a substantial remedy. Such interest shall accrue day to day from the payment due date until such payment is made, whether before or after judgment, but shall not be compounded. Any such interest to be claimed by Contractor shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming the interest shall be in accordance with the provisions of this Clause. The latest time for submission of invoices in respect of amounts due to Contractor in connection with the Contract shall be ninety (90) days from the completion of the relevant part of the Work or the expiry or termination of the Contract, whichever is the earlier.
- 8.8 Any amounts payable by Company hereunder may, without prejudice to any other rights or remedies which Company may have, be withheld and/or set-off by Company in whole or in part by reason of any actual or anticipated claims.
- 8.9 If the Company at any time incurs costs which, under the provisions of the Contract, the Company is entitled to recover from the Contractor, the Company may invoice the Contractor for such costs. Contractor shall pay any such invoices within thirty (30) days of receipt. Company may also exercise its rights under Clause 8.8 in respect of any such costs.

9 Taxes

- 9.1 Contractor shall be solely responsible for and shall bear and pay all Taxes connected with the Work or use of a Subcontractor, including Taxes connected with personnel ("Contractor Taxes") and shall properly make all necessary filings or registrations.
- 9.2 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims connected with any Contractor Taxes or failures to make necessary filings or registrations together with any costs of compliance therewith.
- 9.3 Where, under the provisions of Applicable Laws, Company is required to deduct any amount from payments made to Contractor, whether as Tax or otherwise, Company shall without further notification to Contractor deduct the required amount from any amount payable to Contractor. Company shall pay over or deal with any amount so deducted in accordance with the provisions of Applicable Laws.

10 Indemnities

- 10.1 Company shall be responsible for and shall save, indemnify, defend and hold the Contractor Group harmless from and against all Claims in respect of:

- loss of or damage to the property of the Company Group whether owned, hired, leased or otherwise provided by the Company Group; and
- personal injury to or sickness, disease or death of any person in the Company Group,

arising out of or in connection with the Contract. Clause 10.1 first bullet point shall not apply where the Order is for carriage or transportation services.

10.2 Contractor shall be responsible for and shall save, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of:

- loss of or damage to property of Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group; and
- personal injury to or sickness, disease or death of any person in the Contractor Group, arising out of or in connection with the Contract.

10.3 Subject to Clause 10.5, Company shall be responsible for and shall save, indemnify, defend and hold the Contractor Group harmless from and against all Claims in respect of:

- personal injury to or sickness, disease or death of any of any Third Party; and
- loss of or damage to the property of any Third Party,

arising out of or in connection with the Contract and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Company Group.

10.4 Subject to Clause 10.6, Contractor shall be responsible for and shall save, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of:

- personal injury to or sickness, disease or death of any of any Third Party; and
- loss of or damage to the property of any Third Party,

arising out of or in connection with the Contract and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Contractor Group.

10.5 Notwithstanding Clause 10.4 and except as provided by Clauses 10.2 and 10.6, Company shall save, indemnify, defend and hold the Contractor Group harmless from and against all Claims arising from pollution or contamination, including the control and removal thereof (i) originating from the property of the Company Group; or (ii) emanating from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, debris or any other substances in the care, custody or control of any member of Company Group.

10.6 Notwithstanding Clause 10.3 and except as provided by Clauses 10.1 and 10.5, Contractor shall save, indemnify, defend and hold the Company Group harmless from and against all Claims arising from pollution or contamination, including the control and removal thereof (i) originating from the property of the Contractor Group; or (ii) emanating from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, debris or any other substances in the care, custody or control of any member of Contractor Group. For the avoidance of doubt, Contractor's indemnity shall also apply to pollution or contamination, including the control and removal thereof, arising from or in connection with any equipment hired or otherwise supplied by Contractor Group to Company Group, irrespective of whether such equipment, or any substances contained therein, are at the relevant time in the care, custody or control of Company Group.

10.7 Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages, Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against Company Group's own Consequential Loss and Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against

Contractor Group's own Consequential Loss, arising out of or in connection with the Contract.

- 10.8 All exclusions and indemnities given under this Clause 10 and Clause 6.10 shall be full and primary notwithstanding the provisions of Clause 11 and, except where expressly stated to apply to the extent of the negligence or breach of duty (statutory or otherwise) of the indemnifying party, shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party or any other person and shall apply irrespective of any claim in tort, under contract or otherwise at law, and shall not affect or limit Contractor's obligations to rectify any defect that Contractor is required to carry out under the Contract.
- 10.9 Each party shall give the other prompt notice of any Claims with respect to the exclusions and indemnities under this Clause 10, accompanied by full details (where reasonably practicable and to the extent not subject to legal privilege) of the circumstances of any incident giving rise to such Claims and the parties shall co-operate in the defense of any such Claims, including negotiations, appeals or any settlement or compromise. If either party intends to irrevocably settle any Claims under this Clause for which indemnification is sought, it shall do so only after having obtained the prior consent of the other party, such consent not to be unreasonably withheld or delayed.

11 Insurance

- 11.1 Contractor shall, at its own cost, affect and maintain in full force and effect for the life of the Contract (including any warranty periods) sufficient insurance in relation to the liabilities which it has assumed under the Contract, and to fulfil any requirements following from Applicable Laws and/or of government or other appropriate bodies. Such insurances will include Workmen's Compensation Insurance and/or Employers' Liability Insurance, General Third-Party Liability Insurance or similar and such other insurances as detailed in the Order. All insurances shall be placed with reputable and substantial insurers, satisfactory to the Company.
- 11.2 Contractor shall ensure that any Subcontractors have corresponding insurances. The insurance shall, to the extent of the liabilities assumed by the Contractor under the Contract, include the Company and its Affiliates as additional assureds.
- 11.3 Contractor shall bear all excesses, deductibles or limitations incorporated in such insurances.
- 11.4 Contractor's insurances shall be endorsed to provide that the underwriters waive any rights of recourse, including subrogation, against Company Group to the extent of the liabilities assumed herein.
- 11.5 Whenever requested by Company, Contractor shall provide an insurance certificate documenting that the conditions of this Clause 11 are fulfilled.

12 Health, Safety and Environment

- 12.1 Contractor shall, and shall procure that the other members of Contractor Group shall, actively pursue the highest standards of health, safety, environment and security in connection with the Work.
- 12.2 In the event that Contractor provides personnel, Contractor shall ensure that the personnel have received the training and instruction that, with regard to health, safety and the environment, is required by Applicable Laws and/or which is necessary, among other things, to actively intervene in relation to hazardous behaviour and dangerous situations and to report on deviations from rules and guidelines. This means, among other things, that the Contractor must ensure that personnel are made aware of accident and health hazards that may be associated with the Work.
- 12.3 Contractor shall have an implemented and documented quality system, hereunder systems that fulfil Company's standard requirements relating to the control and monitoring of safety, occupational health and working environment issues, and procedures, including management control systems, to prevent Contractor's employees, personnel, agents and/or contractors from doing or omitting anything which could compromise quality, safety, occupational health or the working environment. The quality system shall be in compliance with

ISO 9001:2015 or equivalent standard. Company is at any time entitled to carry out, and Contractor shall assist in carrying out, audits at Contractor's or any subcontractors' premises.

- 12.4 Contractor will and will cause any person or entity acting on its behalf to maintain an HSE Management System that eliminates or mitigates risks to HSE to a level as low as reasonably practicable. Contractor will produce the Goods and/or provide the Services in a manner that is protective of the environment and work towards continual reduction of Contractor's environmental impact. Contractor will report HSE incidents to Company immediately and investigate, follow-up and close-out of action points as soon as possible after any incident.
- 12.5 Prior to the commencement of Work at a Company controlled Worksite, Company shall provide Contractor with all applicable safety rules and procedures.

13 Suspension and Variation

- 13.1 Company shall have the right, by notice to Contractor, to order such variations to all or any part of the Work or the Contract as in Company's opinion are desirable. Variations to the Work may include an increase or decrease in the quantity, or a change in character, quality, kind or execution of the Goods or Services or any part thereof, as well as changes to the contract schedule. Nevertheless, Company has no right to order variations to the Goods or Services which cumulatively exceed that which the parties could reasonably have expected when the Contract was entered into. If Contractor finds a variation is required, Company shall be notified, in writing, without undue delay. Where Contractor believes such variation would result in an increase to costs and/or change to the delivery dates/times then Contractor must submit to Company documentation in order to justify such claim within seven (7) days of the event which gave rise to the variation. If Contractor does not notify Company within the seven (7) days above Contractor shall not be entitled to a variation. Any variation shall be approved by Company by means of a written variation order before Contractor initiates the variation work. When Company requires a variation, Contractor shall, without undue delay, submit a written confirmation describing the variation work together with an estimate of any effects on the contract price and the contract schedule. Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Contract, or otherwise in accordance with the original price level of the Contract. If a variation entails cost saving for Contractor, Company shall be credited accordingly. If the parties disagree as to the amount to be added to or deducted from the contract price or any other consequences due to a variation, Contractor shall implement the variation without awaiting the final outcome of the dispute.
- 13.2 Company may temporarily suspend the performance of the Work or parts thereof, by giving notice to Contractor. Following such notification Contractor shall, without undue delay, inform Company of the effects the suspension will have on the performance of the Services. Contractor shall resume the Work immediately after notification by Company. During the suspension period, Company shall only compensate Contractor for documented and necessary expenses in connection with demobilisation and mobilisation of personnel.

14 Termination

- 14.1 Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to Contractor in the event that Contractor: (a) fails to comply with its obligations under the Contract in relation to health, safety, environment and security or Applicable Laws (including any failure to comply with its obligations under Clause 17); (b) makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any event occurs, or proceedings are taken with respect to Contractor in any jurisdiction that has an effect equivalent or similar to any of the aforementioned events; or (c) commits a material breach of all or any part of the Contract.

- 14.2 If Company terminates the Contract in accordance with Clause 14.1, Company shall be entitled to present the following claims:

a) damages for delay in the form of liquidated damages at a rate determined in accordance with Clause 6.8 or Clause 7.6, as

applicable and calculated on the basis of the number of days by which the delivery date would have been exceeded if Contractor had completed the Work.

b) damages for defects and other breaches of Contract.

- 14.3 Company shall have the right at any time by notice to Contractor to terminate all or any part of the Work or the Contract to suit the convenience of Company (including for the purpose of Company carrying out all or any part of the Work itself or having it carried out by others, including Subcontractors or any other member of Company Group) in which event Company shall only be liable to pay for the part of the Work carried out in accordance with the Contract prior to the date of receipt of Company's termination notice. Company shall have no other liability due to the cancellation, including any liability for loss of profit.
- 14.4 Upon termination of the Contract, Company is entitled to take over from Contractor the Goods, materials, subsupplies, documents and other rights necessary to enable Company to complete the Work, either by itself or with the assistance of others.
- 14.5 If Company terminates the Contract due to Contractor's default, Company is entitled either by itself or with the assistance of any Third Party, to use Contractor's equipment, tools, drawings, etc. as necessary to complete the Work. This only applies when such use is of a limited duration, and provided further that business secrets, know-how and other information which Company or such Third Party acquire shall be used only for completion of the Work.

15 Force Majeure

Neither party shall be liable for any failure to fulfil its obligations if the failure was due to any Force Majeure Event which has been promptly intimated to other party. The affected party shall use all reasonable endeavors to limit the effect of that delay or prevention on the other party. For the purpose of the Contract, "Force Majeure Event" means and shall be limited to: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, blockades by local communities, revolution, insurrection of military or usurped power; (b) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity; (c) strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors (of any tier) or its suppliers and which affect a substantial or essential portion of the Work; and (d) any local or other governmental authority action or inaction affecting any licenses, permits, temporary permits, consents, authorizations or approvals required by Company but in each case only to the extent such events are: (i) not within the control of the party in question; (ii) unavoidable notwithstanding the reasonable care of, or the taking of reasonable steps by the party affected; and (iii) are not the result of any failure of the affected party to carry out any of its obligations under the Contract or any negligence of such party or, where Contractor is the affected party, of any Subcontractors. The parties shall meet at appropriate intervals to agree on a mutually acceptable course of action to minimize the impact and effects of any Force Majeure Event. Upon cessation of a Force Majeure Event, the affected party shall forthwith resume full performance of its obligations under the Contract. Except as expressly provided in the Order, no payment whatsoever shall be due in connection with a Force Majeure Event. Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to Contractor in the event any Force Majeure Event continues, or it is obvious that it will continue, for more than seven (7) days, provided that Contractor shall not be entitled to any payment whatsoever in connection with any such termination.

16 Data and Proprietary Rights

- 16.1 All data and documentation, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by or on behalf of any member of Company Group in connection with the Contract shall at all times remain the property of (and title to it shall remain vested in) Company or, as applicable, the relevant person with title to the same. The same applies to information developed by Contractor mainly on the basis of information provided by Company. Title to any data or documentation which is or is required

to be delivered by Contractor in accordance with the Contract shall vest in Company as soon as the preparation, production, creation or generation of the same commences. If Company at any time identifies any defect in the deliverable data or documentation then Company may give notice thereof to Contractor. Following receipt of such notice Contractor shall forthwith carry out all work necessary at its own cost to rectify the same.

- 16.2 The Contractor shall not reverse engineer, replicate, modify, copy, disclose, or otherwise use any Goods, components, designs, data, specifications, drawings, samples, tools, dies, molds, or other items provided by or on behalf of the Company, or manufactured or developed specifically for the Company, for any purpose other than performing the Work. Without limiting the foregoing, the Contractor shall not manufacture or supply any such Goods or derivatives thereof to any Third Party without the Company's prior written consent, regardless of whether such Goods are protected by intellectual property rights. This restriction shall survive expiration or termination of the Contract.
- 16.3 Company grants to Contractor a non-transferable, non-exclusive license during the term of the Contract to use the intellectual property rights vested in Company for the purpose of and to the extent required to perform the Work.
- 16.4 Contractor grants to Company an irrevocable, perpetual, worldwide, royalty-free, sub-licensable license to use all property of Contractor Group and all other intellectual property rights of Contractor Group made available or supplied to Company for the purpose of and to the extent required to receive, use and/or obtain the benefit of the Work.
- 16.5 Where any intellectual property right (including inventions and patentable results) results from: (a) developments by a member of the Company Group which are based wholly on Company Group's own data, equipment, processes, substances and the like; or (b) enhancements of or in the existing intellectual property rights of a member of the Company Group, such rights shall vest in that member of Company.
- 16.6 Where any intellectual property right (including inventions and patentable results) results from: (a) developments by a member of Contractor Group which are based wholly on Contractor Group's own data, equipment, processes, substances and the like; or (b) enhancements of or in the existing intellectual property rights of a member of Contractor Group, such rights shall vest in that member of the Contractor Group.
- 16.7 Except as provided in Clause 16.6, where any intellectual property right (including inventions and patentable results) arises out of the Work, such rights shall vest in Company immediately upon their creation. Contractor shall promptly notify Company of any such intellectual property right and shall provide all assistance reasonably required for Company to secure and maintain patents or other protection.
- 16.8 Company shall save, indemnify, defend and hold harmless the Contractor Group from all Claims for any alleged infringement of any intellectual property right arising out of or in connection with the performance of the obligations of Company under the Contract.
- 16.9 Contractor shall save, indemnify, defend and hold harmless the Company Group from all Claims for any alleged infringement of any intellectual property right arising out of or in connection with the performance of the obligations of Contractor under the Contract.
- 16.10 Any information, documentation and/or inventions as stated in this Clause 16 shall not be used by Contractor other than for the purpose of the Work. All documentation, all computer programs and copies shall be returned to Company at the expiry of the Contract, unless otherwise agreed.

17 Laws and Ethical Behavior

- 17.1 In connection with the Contract, Contractor shall, and shall procure that the other members of the Contractor Group shall, comply with all Applicable Laws and not carry out or permit any act or omission which would result in a breach of or non-compliance with Applicable Laws.
- 17.2 In order to ensure compliance with Compliance Laws, Contractor represents, warrants and undertakes that it has and will maintain an ethics code and a code of conduct ("the Codes") or equivalent outlining the professional standards expected of all its workers and representatives both in terms of internal conduct and customer-centric activities establishing standards by which its agents, directors,

officers, employees, consultants and agency personnel ("Personnel") are held accountable. Contractor shall procure that the other members of Contractor Group shall act in a manner consistent with the Codes in connection with the Contract.

- 17.3 Contractor represents, warrants and undertakes that: (a) its Personnel have been given adequate training and informed of their obligations in relation to Compliance Laws; (b) it has in place adequate policies and procedures in relation to the Codes.
- 17.4 Contractor represents, warrants and undertakes that, to the best of its knowledge and belief, neither it nor any other member of Contractor Group is being or has been: (a) convicted of; or (b) investigated for, any offence under Compliance Laws.
- 17.5 Contractor shall notify Company immediately in writing on becoming aware of or suspecting any breach of Applicable Laws.

18 Confidential

- 18.1 Each party shall, and shall procure that the other members of its Group shall, keep confidential and not publish, whether in any press release, public announcement, advertising or promotional material, written or otherwise, any information or details connected with the Contract, including the existence or subject matter of the Contract or any information relating to the other party's business, without the other party's prior consent.
- 18.2 Notwithstanding Clause 18.1, Contractor shall, and shall procure that the other members of the Contractor Group shall, keep confidential all data and documentation relating to Company's tools and equipment or projects provided by or on behalf of any member of the Company Group in connection with the Contract, including the Company Group's intellectual property rights, and shall not store, retain, copy, disclose or divulge the same to any Third Party or use it for any purpose except for the purposes of the Work without the Company's prior consent or delete or remove any protective or proprietary notices contained within or relating to such data and documentation. Contractor shall provide the Company with as much written notice as is reasonable and lawful in the circumstances, where it considers that it is required to disclose such data or documentation in contradiction of this Clause 18.2.
- 18.3 At Company's request, or upon expiry or termination of the Contract, Contractor shall, or shall procure that the relevant member of the Contractor Group shall, promptly return, destroy or permanently erase, as directed in writing by the Company, any of the confidential information as identified in Clause 18.2.

19 Assignment and Subcontracting

- 19.1 Neither party may assign or transfer its rights in any Order or the Contract without the prior written consent of the other party.
- 19.2 Contractor shall not subcontract the whole or part of the Work without the prior approval of Company. Such approval shall not relieve Contractor of any of its obligations under the Contract. Contractor shall be responsible for all work, acts, omissions and defaults of Subcontractors as fully as if they were work, acts, omissions or defaults of Contractor. Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims that a Subcontractor has not been paid for work carried out in connection with the Contract, including the provision of any equipment, materials or services. No Subcontract shall bind or purport to bind Company.

20 Records and Audits

Contractor shall maintain (for at least six years) true and correct accounts and records in connection with the Contract and shall retain all such records for at least six years after completion of the Order. Company may from time to time and at any time, upon reasonable prior written notice to Contractor, inspect and audit (including keeping copies) those accounts and records to verify that the requirements of the Contract are being and have been met. Any amounts found as a result of such inspections and audits to have been overcharged by Contractor shall be repayable to Company on demand.

21 Third Party Rights

Except to the extent that the indemnified parties require to enforce an indemnity provided by these Conditions, the parties intend that no provision of the Contract shall, by virtue of Applicable Laws including the Contracts (Rights of Third Parties) Act 1999, confer any benefit on, nor be enforceable by any person who is not a party to the Contract. The Contract may be rescinded, amended or varied without notice to or the consent of any other person even if, as a result, that the person's right to enforce a term of the Contract may be varied or extinguished.

22 Notices

Any notice to be given under the Contract shall be in writing and may be delivered by hand, by first class pre-paid post, by recorded delivery or by commercial courier. Delivery by commercial courier shall be regarded as delivery by hand. Notices shall be sent to the address of the relevant party as set out in the Order. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; or (b) if sent by first class pre-paid post or recorded delivery, two (2) working days after mailing, provided that if the time of such deemed receipt is not during normal hours of business in the time zone of the territory of the recipient, notice shall be deemed to have been received at 10:00am on the next working day in the territory of the recipient. Any notice required to be given under the Contract shall not be validly given if transmitted by e-mail.

23 General

- 23.1 Once agreed, an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of either party to require strict performance will not be affected by any previous waiver or course of dealing. No variation will be binding on a party unless signed by an authorized representative of both parties.
- 23.2 Should any provision of these Conditions 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 these Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Company and Contractor 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.
- 23.3 The parties agree that the provisions of the UN Convention on the Sale of Goods shall not apply to any sale under these Conditions.
- 23.4 Contractor shall perform its obligations under the Contract as an independent contractor and not as an employee or agent of Company. Contractor shall maintain control over its Group's personnel.
- 23.5 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of liens, charges or other encumbrances created or asserted by or on behalf of any member of Contractor Group over the property of Company Group in connection with the Contract.

24 Governing Law and Disputes

The Contract shall be governed by and construed according to Norwegian laws. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Sør-Rogaland District Court in respect of any dispute which arises out of or under the Contract.