

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES, NORWAY

Revised May 2020

1 Definitions

Affiliate means any entity (including any corporation, limited liability company, partnership, or joint venture) controlled by, under common control with, or controlling the entity in relation to which the term "Affiliate" is used (with 'control' defined as owning, directly or indirectly, fifty percent (50%) or more of the assets of the entity in question or of that entity's outstanding shares having voting rights; or having the right to control in another way, by contract or otherwise, the operation, management, or policy of that entity).

Agreement means the Purchase Order or other contract between the Parties for the supply of Goods or Services, or both, which includes these general terms and conditions; any amendments pursuant to Article 21.6; and any additional terms and conditions pursuant to Article 21.7.

Claim means any of the following: causes of action, claims, assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys' fees, and sums paid by way of settlement and compromise; including any combination of these.

Company means ConocoPhillips Skandinavia AS or such other entity that is identified as 'Company' or 'Purchaser' in the Agreement, and its successors and assigns.

Company Group means any or all of: (i) Company and its Affiliates; (ii) Coventurers in relation to the Agreement and their Affiliates; (iii) Company's other contractors (other than members of Contractor Group) who are engaged directly or indirectly by Company to perform work or services for the project to which the Goods or Services relate or are performing unrelated work or services at premises of members of Company Group where Goods or Services are being provided, and their respective Affiliates and their subcontractors of any tier; and (iv) the respective agents of any of the entities addressed in (i) through (iii) above; all the foregoing being 'members of Company Group'.

Consequential Loss means any or all of the following: (i) loss or deferment of revenue or profit; (ii) loss of use, loss of production, or business interruption; (iii) loss of business opportunity or goodwill; and (iv) to the extent not included in any of the foregoing, any consequential or indirect losses; whether or not any of the foregoing were (a) a natural result of the breach or matter giving rise to such loss or damages; or (b) contemplated by the Parties at the time of execution of the Agreement as a probable result of such a breach or matter.

Contractor means the entity identified as 'Contractor' in the Agreement, and its successors and assigns.

Contractor Group means any or all of: (i) Contractor and its Affiliates; (ii) its subcontractors of any tier and their Affiliates; and (iii) the respective agents of any of the entities addressed in (i) through (ii) above; all the foregoing being 'members of Contractor Group'.

Coventurer means any entity having an interest in a joint venture, consortium, or other joint association with Company (and which is a party to the related joint operating agreement, unit operating agreement, joint venture agreement, production sharing agreement, or other agreement governing operations), on behalf of which the Goods or Services are being acquired; and the successors and assigns of such entity.

Days means consecutive calendar days.

Force Majeure means an event or occurrence, or condition resulting therefrom, that: (i) delays or renders impossible the affected Party's performance of its obligations under the Agreement; (ii) is beyond the reasonable control of the affected Party and not due to its Legal Fault; and (iii) was not reasonably foreseeable, or if foreseeable could not have been prevented or avoided by the affected Party through the exercise of due diligence. To the extent that (i) through (iii) above are satisfied, Force Majeure includes, but is not limited to, catastrophic storms or floods, earthquakes, and other acts of God; wars (declared or undeclared); civil disturbances; terrorist attacks; revolts; insurrections; sabotage; national or industry-wide strikes or lock-outs; commercial embargoes; epidemics; fires; explosions; and actions of a governmental authority that were not requested, promoted, or caused by (or imposed as a result of actions or failures to act of) the affected Party.

Goods means the goods as described in the Agreement, including any materials or components thereof; and also including any relevant data, drawings, documentation, and other items (including packaging) pertaining thereto.

Indemnify means defend, indemnify, release, and hold harmless; and cognate terms such as **Indemnified**, **Indemnifying**, **Indemnification**, **Indemnity**, **Indemnitor**, and **Indemnatee** are to be construed accordingly.

Legal Fault means sole negligence, joint negligence, concurrent negligence, or gross negligence (whether

active or passive in all cases); other tort liability; breach of warranty; product liability; or strict liability.

Party means an entity identified as 'Company' or 'Contractor' in the Agreement, according to the context; and **Parties** means both of them.

Personal Injury means any injury suffered by a natural person, including death, sickness, ill health, disease, mental anguish, and mental distress.

Personnel in relation to an entity means such entity's permanent, part-time, special, seconded, contract, and temporary staff; and its officers and directors.

Price means the price of the Goods or Services, as set out in the Agreement.

Regulations means all laws, rules, regulations, statutes, orders, decrees, and by-laws applicable to the Goods or Services, as from time to time amended, modified, or re-enacted; and including all instruments, orders, regulations, permissions, and directions that are made, given, or issued thereunder or derive validity therefrom.

Services means all elements of the activities to be performed by or on behalf of Contractor under the Agreement, whether or not specifically described therein, including everything reasonably inferable from the Agreement as needing to be done by or on behalf of Contractor in order for Contractor to fulfill all its duties, obligations, and responsibilities under the Agreement.

Specifications means any plans, drawings, documents, specifications, data, industry standards, or other information relating to the Goods or Services and attached to or referred to in the Agreement.

Taxes means all taxes and governmental and municipal levies of every kind, in any jurisdiction, to which the members of Contractor Group or any of their respective Personnel are subject, including state profit share, royalty, corporate income tax, hydrocarbon tax, NOx duty, value added tax, property tax, import and excise duties, European Union charges, wage and personal income taxes, capital tax, customs duties, retributions, and social security premiums.

2 Basis of the Purchase

- 2.1 Contractor shall provide and Company will acquire the Goods and Services in accordance with the Agreement. The Agreement is not an exclusive contract for provision by Contractor of the types of Goods and Services covered by the Agreement.
- 2.2 Company enters into the Agreement on behalf of both itself and Coventurers. Contractor shall look only to Company for the due performance of the Agreement. Contractor shall not commence any proceedings against any Coventurer in relation to the Agreement. Company is entitled to enforce the Agreement against Contractor, acting on its own behalf and that of any Coventurer.

3 General Obligations of Contractor

- 3.1 Contractor shall perform its obligations under the Agreement to the highest standards of skill, care, expertise, and knowledge as pertain to first-class reputable contractors experienced in performance of work of a similar nature. The quantity, quality, and description of the Goods and Services are to be as specified in the Agreement or in the applicable Specifications
- 3.2 Contractor shall provide all materials, equipment, supplies, and suitably skilled and experienced Personnel necessary for the proper and timely provision to Company of the Goods and Services described in the Agreement. Contractor is responsible for training and verifying that the Personnel of members of Contractor Group are properly prepared to perform the Services.
- 3.3 Personnel of members of Contractor Group travelling to perform Services offshore are to (i) hold current medical/ survival certificates (to be provided to Company upon request); and (ii) be adequately trained in offshore safety and survival, in accordance with Regulations, Company's HSE policy, and industry guidelines and norms.
- 3.4 Contractor shall deliver the Goods and complete the Services at or within the time specified in the Agreement, or within a reasonable time if no time is specified. It is an essential condition of the Agreement that Contractor strictly complies, in performing its obligations, with all timing requirements set out or referred to in the Agreement.
- 3.5 Contractor shall comply (and shall ensure that its Personnel and the other members of Contractor Group and their respective Personnel comply) with Regulations, policies, and guidelines set forth by relevant authorities and with all applicable exhibits, policies, and guidelines set forth by Company, as any of these are amended from time to time, including those relating to matters of health, safety, and the environment (including support of Company's zero accident/ incident HSE culture), corporate ethics, substance abuse, and offshore requirements. Contractor confirms, by entering into

the Agreement and commencing performance thereunder, that it has been given a copy of or access to Company's policies and guidelines which are applicable to the performance of the Agreement. Company policies and guidelines can be found on Company's website: www.conocophillips.no.

- 3.6 Contractor shall diligently review the Specifications and other information that Company supplies. Contractor must promptly notify Company and obtain Company's clarification of any discrepancies or apparent errors in or omissions from the Specifications or other information that are discovered in such review. Contractor is liable for all costs incurred by Contractor Group and arising from Contractor's failure (i) to discover (or delayed discovery of) discrepancies, errors, or omissions owing to non-adherence to Contractor's documented quality system; or (ii) to seek Company's clarification promptly.
- 3.7 Contractor shall keep Goods and Services free of any liens or other encumbrances in favour of the members of Contractor Group or any other person or entity acting through or under any of the members. Contractor shall Indemnify the members of Company Group from and against any and all Claims arising out of such liens or encumbrances.

4 Taxes

- 4.1 Contractor is responsible and liable for all proper and timely reporting, filing, and payments with regard to Taxes. Except for those Taxes addressed in Article 4.5, (i) Contractor is deemed to have taken full account of all Taxes (including any withholding Taxes) in the rates, prices, and mark-ups in the Agreement; and (ii) Company has no responsibility to reimburse Contractor separately for Taxes or for any changes to Taxes.
- 4.2 Contractor shall Indemnify Company and Company's Affiliates and Coventurers from and against Claims for payment of Taxes made directly or indirectly against Company or Company's Affiliates or Coventurers or against any of the members of Contractor Group by any governmental taxing authorities claiming jurisdiction over (i) any of the members of Contractor Group or any of their respective Personnel; or (ii) the Agreement.
- 4.3 Company has the right to withhold from sums otherwise due to Contractor, if it is directed by a governmental authority to do so, any Taxes or other amounts required by Regulations to be withheld. Company will pay the withheld Taxes or other amounts in Contractor's name to the appropriate taxing governmental authorities when due. Company will use reasonable efforts to obtain and provide Contractor with available governmental authority receipts evidencing payment of Taxes so withheld. Should Contractor claim exemption from such withholding, Contractor shall provide Company with all evidence from the applicable governmental authority as required by Regulations and Company to substantiate that Company is not required to make withholdings from payments to Contractor. Contractor is solely liable for all Taxes or other amounts withheld pursuant to this Article 4.3, and Company has no obligation to reimburse Contractor for any such Taxes or other amounts withheld.
- 4.4 Contractor shall comply with the Norwegian Tax Assessment Act of May 27, 2016 (in Norwegian: 'Skatteforvaltningsloven'), with appurtenant regulations passed by the Ministry of Finance, concerning the duty to report companies or self-employed persons resident abroad who are given assignments in Norway or on the Norwegian continental shelf (Regulation no.1360, 23 November 2016, as amended).
- 4.5 Subject to Article 4.6, invoiced amounts due by Company to Contractor will be subject to such value added, sales and use, goods and services, excise, and other similar taxes that Contractor is obligated by Regulations and duly authorized by applicable governmental authorities to charge. Contractor shall separately identify and clearly describe any such taxes on its applicable invoices, and Company will pay such amounts to Contractor in addition to the Price. Contractor shall make all reasonable efforts to minimize its liability to pay (and to recover from Company) any value added or other similar taxes to which payments under the Agreement might be subject. Contractor shall cooperate fully with Company in any reasonable and lawful effort by Company to reduce or eliminate liability of Company for such value added or other taxes in relation to Goods and Services.
- 4.6 Contractor shall not charge to Company (nor seek reimbursement from Company of) any value added, sales and use, goods and services, excise, or any similar taxes charged directly or indirectly to Contractor by any subcontractor or supplier. Applicable Taxes with respect to all goods, services, and other items used by members of Contractor Group in, or incidental to, provision of the Goods or performance of the Services (i) are to be paid by Contractor either to the pertinent subcontractors or directly to the appropriate taxing governmental authorities; and (ii) are not to be charged to or reimbursed by Company.

5 Inspection and Testing of Goods and Services

- 5.1 Company is entitled to inspect and test, at all reasonable times, (i) Goods during manufacture, processing, storage, or otherwise; and (ii) Services during performance thereof. Contractor shall provide Company with all facilities and assistance reasonably required for such inspection and testing. Even if Company carries out inspection or testing, Contractor remains fully responsible for ensuring conformance of the Goods and Services to the Agreement, and Company's inspection or testing does not diminish or affect Company's rights pursuant to the Agreement. Company will inform Contractor in writing if Company determines that Goods or Services do not conform to the Agreement.
- 5.2 If Company notifies Contractor that it is not satisfied that the Goods and Services will conform in all respects to the Agreement, Contractor shall promptly and diligently take all measures to ensure conformity, without prejudice to any other rights of Company.
- 5.3 Company not inspecting or testing or bringing to the attention of Contractor any defect or non-conformance of the Goods or Services does not in any way relieve Contractor of its obligations under the Agreement.

6 Delivery of Goods

- 6.1 Contractor shall deliver Goods, and any Contractor Group equipment and other items needed for performance of Services, to the address shown in the Agreement and on the date or within the period stated in the Agreement, during the usual business hours of Company. A packing note (quoting the number of the Agreement) and a description of the items included must accompany each delivery. The applicable delivery term is DDP Company's Tananger Supply Base (per latest edition of Incoterms®) unless the Agreement, referring to this Article, expressly provides for another delivery term.
- 6.2 Delivery is to be in accordance with the instructions of Company. Contractor shall provide suitable protection and packing for Goods and Contractor Group equipment and other items to ensure their safe arrival at the delivery address (and the offshore location, as applicable) in an undamaged condition. Company is not obliged to return to Contractor any packaging or packing materials.
- 6.3 To the extent that any Goods or Contractor Group items contain toxic, corrosive, or other materials hazardous to health or property, a prominently displayed notice to that effect and a safety data sheet must accompany each delivery of Goods and Contractor Group items. Such Goods must be approved for use in Company's chemical management system prior to delivery to Company's onshore base for shipment offshore. At Company's request Contractor shall register an application for use of such Goods in Company's electronic application system, <https://pcms.proactima.com/Login.aspx?ReturnUrl=%2fEnviRisk%2fdefault.aspx>, at least fourteen (14) Days prior to the scheduled shipping date. Before submitting its application, Contractor must have evaluated alternatives and provided for Company approval its recommended choice having the lowest inherent health and environmental hazards.
- 6.4 Except as provided in Article 6.4(a), title and interest in the Goods and in items to be incorporated into the Goods will pass from Contractor to Company upon the earlier of (i) their proper delivery to Company; or (ii) as they are paid for by Company; or (iii) start of their manufacture or preparation; or (iv) their receipt by Contractor. Contractor shall clearly mark the Goods, and materials and equipment intended for incorporation into the Goods, as soon as possible, as the property of Company with Company's name and address, and separate same from Contractor's other stock.
- a. When Goods are to be delivered to Company elsewhere than in Norway, title and interest in Goods will pass from Contractor to Company upon their proper delivery to Company (including to Company's designated freight forwarder/ shipping company). Contractor holds in trust for Company any payments of the Price made by Company before delivery of Goods, such payments to be refunded to Company should Contractor not duly accomplish proper delivery of the Goods.
- b. Company is entitled to reject any Goods which do not conform to the Agreement or the Specifications. If Company does so, Contractor shall refund to Company any amounts already paid by Company for the rejected Goods. If Company agrees to allow Contractor to correct rejected Goods (by repair, replacement, or otherwise) and to redeliver the corrected Goods, title to Goods during correction will be determined in accordance with Article 6.4 or Article 6.4(a), as applicable, as though initial delivery had not occurred. Otherwise title to rejected Goods will immediately revert to Contractor.
- 6.5 Unless the Parties expressly agree otherwise in writing, risk of loss of or damage to Goods will pass

from Contractor to Company upon Company's acceptance of delivery of the Goods at the agreed delivery address. Company acceptance of delivery of any Goods will not occur until Company has had a reasonable time to inspect the Goods following their delivery. Acceptance is always conditional upon no defect or nonconformity in the Goods having become apparent to Company. Risk in Goods rejected by Company pursuant to Article 6.4(b) will immediately revert to Contractor. Risk in Goods rejected by Company but subsequently corrected by Contractor (by repair, replacement, or otherwise), with Company's agreement, will pass to Company upon Company's acceptance of delivery of the corrected Goods.

7 Price

- 7.1 The Price is as stated in the Agreement. Value added tax (VAT), if applicable, will be payable by Company to Contractor, subject to receipt of a proper VAT invoice. Unless the Parties specifically agree otherwise in writing, the Price (i) is inclusive of any charges for packaging, packing, shipping, carriage, insurance, and delivery to the delivery address of Company stated in the Agreement, and any taxes, duties, imposts, or levies other than applicable VAT; and (ii) constitutes the full and final remuneration due to Contractor for all Contractor's costs, expenses, overheads, and profit related to supply of the Goods, performance of the Services, and compliance with the Agreement.
- 7.2 Unless the Parties agree otherwise in writing, and subject to Articles 16 and 21.6, (i) the Price is fixed and not subject to change throughout the term of the Agreement; and (ii) no increase in the Price for any reason (including increased material, labour, or transport costs; fluctuation in rates of exchange; or otherwise) or other variation is to be made to the Agreement.

8 Terms of Payment

- 8.1 Unless the Parties specifically agree otherwise in writing, Contractor shall invoice Company for the Price upon or after Company's acceptance of delivery of the Goods or of completion of the Services, as applicable. Each Contractor invoice is to be submitted to the invoicing address in the Agreement and is to quote the number of the Agreement and include supporting documentation to substantiate amounts invoiced. Contractor shall show any applicable early payment discount terms on all invoices. Terms of payment and discount will be computed from the date a correct and duly substantiated invoice is received at Company's office.
- 8.2 Payment of properly invoiced Price amounts will be made in full thirty (30) Days after receipt by Company of a correct invoice. The Price constitutes Contractor's sole and entire remuneration for performance of the Services or supply of the Goods. Invoicing and payment are to be in the currency identified in the Agreement. Any invoice received by Company more than ninety (90) Days (or any longer period mandated by Regulations) after completion of the delivery of the relevant Goods or completion of the relevant Services will not be eligible for payment unless Company decides otherwise in its sole discretion.
- 8.3 If Company disputes any invoice in whole or in part, Company will promptly notify Contractor in writing of the dispute and request a credit note or a new invoice to allow payment of the undisputed portion. Company and Contractor are to endeavour to settle and adjust any disputed amount as soon as possible. Company is also entitled to set off against the Price any sums rightfully owed to Company by Contractor, whether under the Agreement or otherwise.
- 8.4 Any payment made by Company does not (i) constitute a waiver by Company of any breach by Contractor of any of Contractor's obligations to Company under the Agreement; or (ii) prejudice the rights of Company to question or dispute any portion of any invoice. Any payment withheld by Company will not prejudice any other rights or remedies of Company under contract or pursuant to Regulations.

9 Warranties

- 9.1 Contractor undertakes and warrants and guarantees to Company that:
- it shall perform its obligations under the Agreement to the high standards of skill, care, expertise, and knowledge as pertain to first class reputable contractors experienced in performance of work of a similar nature;
 - it shall use sound engineering, technical, and other principles that are generally accepted in the offshore oil and gas industry;
 - all Goods and Services will conform in all respects to the Agreement, the Specifications, and Regulations;
 - it shall use or provide materials, equipment, and supplies that are new (unless Company

expressly agrees otherwise agreed in writing); and

- e. all Goods and Services are to be of satisfactory quality, fit for their intended purpose when this is stated in the Agreement (otherwise for their ordinary purpose), and free from defects and nonconformities, including in design, materials, and workmanship.

9.2 If it is discovered, after Company's acceptance of delivery of the Goods or of completed performance of the Services, that any Goods or Services are defective or otherwise not supplied in conformance with the Agreement, including the undertakings, warranties, and guarantees set out in Article 9.1; or that Goods have suffered loss or damage due to defects or nonconformities therein, Company has the right:

- (i) to require Contractor to replace or repair the Goods or to re-perform the Services without delay and at no cost to Company; or
- (ii) to reduce the Price appropriately, and perhaps fully, if replacement or repair or re-performance is not practicable or would not be cost-effective; or
- (iii) to undertake itself (or to engage a third party to undertake) replacement or repair of the Goods or re-performance of the Services, at Contractor's cost;

at Company's option and without prejudice to any other remedy under contract or pursuant to Regulations.

9.3 Company shall notify Contractor in writing of any defect or nonconformance with the Agreement in respect of the Goods or Services within twenty-four (24) months from the date of Company's acceptance of delivery of the Goods or the date of Company's acceptance of completion of the Services, whichever is applicable. The same time limit is to apply to any replacement, repair, or re-performance, calculated from the date of Company's acceptance of delivery of the replacement or repaired Goods, or the date of Company's acceptance of completion of re-performance of the Services.

9.4 Contractor shall reimburse Company for all costs and expenses incurred by any of the members of Company Group as a result of or in connection with breach of any warranty or guarantee given by Contractor under this Article 9 or elsewhere in the Agreement; or arising from failure of members of Contractor Group or their respective Personnel to comply with any Regulations.

9.5 The Indemnity provisions of Article 10.1 are not to be construed as relieving Contractor to any extent of its warranty and re-performance obligations set out in this Article 9.

10 Risk Structure

10.1 Contractor shall Indemnify the members of Company Group from and against any and all Claims with respect to:

- (i) Personal Injury of any Personnel of any of the members of Contractor Group;
- (ii) loss or destruction of or damage to property of any of the members of Contractor Group or of their respective Personnel;
- (iii) loss or destruction of or damage to Goods before risk therein has passed to Company in accordance with Article 6.5 and thereafter when the loss, destruction, or damage is due to latent or patent defect in the Goods; and
- (iv) loss or destruction of or damage to any other property of Company or of Company's Affiliates or of Coventurers (a) whilst such property is in the care, custody, or control of members of Contractor Group or their respective Personnel; or (b) resulting from or arising out of the Legal Fault of any of the members of Contractor Group or their respective Personnel. Provided, however, that Contractor's maximum liability for such loss, destruction, or damage is not to exceed One Million United States Dollars (US\$ 1,000,000) per occurrence; and subject to Contractor fulfilling such Indemnification obligation, Company shall Indemnify the members of Contractor Group from and against Claims in respect of such loss, destruction, or damage to the extent they exceed One Million United States Dollars (US\$ 1,000,000) per occurrence.

10.2 The provisions of Article 10.1 are not to be construed as relieving Contractor to any extent of its warranty and re-performance obligations set out in Article 9.

10.3 Company shall Indemnify the members of Contractor Group from and against any and all Claims with respect to (i) Personal Injury of the Personnel of any of the members of Company Group; and (ii) loss or destruction of or damage to property of any of the members of Company Group or of their respective Personnel, except as provided in Article 10.1(iv).

- 10.4 Articles 10.1 and 10.3 apply to any Personal Injury, loss, destruction, or damage which arises out of or in connection with the performance of the Agreement, without regard to the cause thereof, and irrespective of (i) whether caused by breach of duty (statutory or otherwise) or the negligence of the Indemnified Party (or in Contractor's case of any of the members of Contractor Group, or in Company's case of any of the members of Company Group) or of their respective Personnel, and whether such negligence be sole, joint, or concurrent, active or passive; and (ii) whether the basis for any Claim is in tort, under contract, or otherwise pursuant to Regulations.
- 10.5 Under no circumstances are any of the members of Company Group to be liable to any of the members of Contractor Group for Consequential Loss suffered by any of the members of Contractor Group and resulting from or arising out of the performance of the Agreement. Contractor shall Indemnify the members of Company Group from any and all Claims resulting from such Consequential Loss.
- 10.6 Under no circumstances whatsoever are any of the members of Contractor Group to be liable to any of the members of Company Group for Consequential Loss suffered by any of the members of Company Group resulting from or arising out of the performance of the Agreement. Company shall Indemnify the members of Contractor Group from any and all Claims resulting from such Consequential Loss.
- 10.7 The Indemnifications by Company in favour of the members of Contractor Group in the Agreement include Indemnification against Claims made against any of the Personnel of the members of Contractor Group when such persons are acting within the course and scope of their employment or engagement with and on behalf of any of the members of Contractor Group. The Indemnifications by Contractor in favour of the members of Company Group in the Agreement include Indemnification against Claims made against any of the Personnel of the members of Company Group when such persons are acting within the course and scope of their employment or engagement with and on behalf of any of the members of Company Group.

11 Insurance

- 11.1 Contractor shall establish and maintain at its own cost during the term of the Agreement all insurances required by Regulations and general public liability insurance (including contractual liability coverage). If offshore work will be performed under the Agreement, Contractor shall also carry and maintain, or cause to be carried and maintained, additional accident insurance for Personnel of members of Contractor Group to cover Contractor's legal and contractual liabilities, including liabilities assumed under the Agreement for Personal Injury to Personnel of members of Contractor Group, in an amount of not less than 40G per person per incident where G is the basic pension in Norwegian Social Security ('Grunnbeløpet i Norsk Folketrygd') at any particular time. The general public liability insurance is to be for not less than Five Million United States Dollars (US\$ 5,000,000) per occurrence.
- 11.2 Contractor's insurance is to be written or endorsed such that the insurers have no right of recovery against any of the members of Company Group or their respective Personnel to the extent of any Indemnities granted by Contractor to members of Company Group under the Agreement. Contractor shall provide evidence of such insurance cover when requested by Company. All insurance required by Article 11.1 is to be primary, with respect to liabilities and risks assumed by Contractor under the Agreement, to any insurance coverage available to Company or Company's Affiliates or Coventurers. The above-stated minimum requirements are not intended to indicate the amounts or types of insurance that Contractor needs and do not alter or affect Contractor's liability under the Agreement.

12 Confidentiality and Developments

- 12.1 Contractor undertakes, warrants, and guarantees that no Goods (or importation or use or resale thereof) or Services will infringe the patent, copyright, design right, trademark, or other intellectual property rights of any other person or entity. Contractor shall Indemnify the members of Company Group from any intellectual property Claim in respect of Goods or Services (except to the extent that the Claim arises from compliance with any written Specifications supplied by Company).
- 12.2 Copyright, design rights, or any other intellectual property rights arising out of provision of Goods or Services vest exclusively in Company to the extent such rights relate to the Specifications or data or other information provided by any of the members of Company Group.
- 12.3 Contractor shall hold in strict confidence and not disclose to any third party any Specifications or data or other information (i) that it receives from any of the members of Company Group and their respective Personnel; or (ii) of which it becomes aware as belonging to any of the members of

Company Group; or (iii) relating to any of the members of Company Group or the Agreement; and shall ensure that the members of Contractor Group and their respective Personnel also do so; except to the extent that such Specifications or data or other information become public knowledge through no fault of Contractor.

- 12.4 Contractor shall not reproduce or use for any purpose unrelated to the Agreement, except with the express written consent of Company, the Specifications or data or other information that it receives from any of the members of Company Group or of which it becomes aware as belonging to any of the members of Company Group, or relating to any of the members of Company Group or the Agreement; and shall ensure that its Personnel and the other members of Contractor Group and their respective Personnel do not do so. Contractor shall promptly deliver to Company, upon Company's request at any time and without charge, any and all such Specifications or data or information then in its possession.

13 Offshore Work

- 13.1 When any Goods are to be installed or used (or Services are to be provided) at Company's offshore locations, Company will provide at its expense (i) transportation for Goods and for equipment, machinery, material, supplies, and Personnel of members of Contractor Group between Company's designated place of delivery or embarkation and the offshore location, using Company's scheduled transport (unless the Parties expressly agree otherwise); and (ii) accommodation and messing for Contractor Group Personnel at the offshore place of performance. Unscheduled or non-routine transport necessitated by failure of any of the members of Contractor Group to have Personnel or property at a delivery or embarkation point at the due time will be charged to Contractor. Contractor shall comply with Company's rules regarding accommodation and messing; and shall ensure that its Personnel and the other members of Contractor Group and their respective Personnel also do so.
- 13.2 Contractor is responsible and liable for all costs of transportation and meals and lodging before departure from Company's designated place of delivery or embarkation and after return to Company's designated place of return. Furthermore, all Goods, equipment, machinery, material, and supplies for work offshore are to be delivered by Contractor to Company's designated place of delivery at Contractor's cost in due time, properly packed and marked for transportation.

14 Termination

- 14.1 Company is entitled to cancel the entire Agreement or any part of the Goods or Services by giving written notice to Contractor. In such event the sole liability of Company will be to pay to Contractor the part of the Price for any completed or partly completed Goods and Services performed in accordance with the Agreement, plus substantiated costs arising directly from the termination, less saving of cost to Contractor arising from the cancellation.
- 14.2 Company is entitled to terminate the entire Agreement or any part of the Goods or Services, without liability to Contractor, upon written notice to Contractor at any time if Contractor: (i) fails to fulfil any of its obligations under the Agreement and, if the failure is capable of remedy, does not remedy such failure within such reasonable time allowed by Company; or (ii) goes into liquidation or receivership.
- 14.3 In the event of termination as provided in Article 14.2, Company will not be liable to pay Contractor any further amounts and Contractor shall repay to Company any part of the Price paid for Goods or Services of which Company has not accepted delivery or performance at the date of termination. Contractor shall also be liable (and shall reimburse Company) for any costs, expenses, or damages incurred by Company as a result of termination, including the additional cost of Company providing the Goods or Services itself or having the Goods or Services provided by others, if applicable.

15 Audit Rights

- 15.1 Company and its authorized representatives are entitled to access and audit, at any time during the term of the Agreement and for four (4) years thereafter and on reasonable prior written notice, all relevant books and records of Contractor Group for the purpose of confirming Contractor's conformance with the requirements of the Agreement.

16 Variations

- 16.1 Company is entitled to instruct Contractor in writing to make changes to the Goods or Services. Contractor shall proceed immediately with any such instructions upon receipt of Company's notice. The Price will be equitably adjusted (whether increased or decreased) based on the net effect of the changes, using the same (or best comparable) prices, rates, norms, or other cost/ pricing principles

set out in the Agreement, as applicable.

17 Force Majeure

- 17.1 Should either Party be prevented by Force Majeure from performing any of its obligations, that Party's obligations will be suspended during the period of such Force Majeure. Each Party shall bear its own costs due to the Force Majeure occurrence and no remuneration or compensation will be payable by Company for the period of Force Majeure. The Party prevented from performing by Force Majeure shall notify the other Party in writing as soon as possible of its inability to meet its obligations, specifying the cause of the Force Majeure and the estimated extent to which the event or condition will impact performance. If the Party claiming Force Majeure fails to give such written notice within seventy-two (72) hours of the occurrence of the event or condition, that Party cannot claim Force Majeure as a defence under the Agreement. The Party claiming a Force Majeure event or condition shall act diligently to remove or remedy such event or condition; and shall notify the other Party in writing when the impact thereof ceases. When performance of the Agreement is halted by reason of Force Majeure, Company is entitled to terminate the Agreement immediately upon written notice to Contractor and Contractor will be entitled only to remuneration earned to time of notice plus any demobilization fee expressly provided for in the Agreement. For the avoidance of doubt, late delivery of services, purchased equipment, or rental equipment caused by any of the members of Contractor Group, or inefficiency on the part of any of the members of Contractor Group, do not constitute an event of Force Majeure.

18 Assignment and Subcontracting

- 18.1 Contractor shall not assign or transfer to any other person or entity, except with the express prior written consent of Company, any of its rights or subcontract any of its obligations under the Agreement. Any supposed assignment or transfer without such written consent is void and without force or effect. Such written consent does not relieve Contractor from any of its responsibilities or obligations to Company under the Agreement. Reasonable utilization by Contractor of hired labour and purchases of minor quantities of materials and components are not to be considered, however, subcontracts that require Company's consent.

19 Export Compliance

- 19.1 Without prejudice to Contractor's obligations under any applicable master purchasing agreement or similar arrangement, Contractor shall abide by all Norwegian, United States, and other applicable export Regulations, including those applicable to re-export or the transfer of controlled technology. If a licence or other authorization is required by such Regulations for any product, service, technology, or software obtained in relation to the Agreement, Contractor shall apply for the applicable licences or authorizations and make copies available to Company. Contractor shall timely provide to Company the export compliance classification number of Goods or Services, technology, or software provided under the Agreement. Contractor undertakes and warrants and guarantees that no Goods or Services provided under the Agreement will originate from (or be transported on any vessel owned by or operating under the flag of) any country against which Norway or the United States has imposed comprehensive economic sanctions. Contractor shall Indemnify the members of Company Group from and against any and all Claims arising as a result of Contractor's breach of this Article.

20 Governing Law and Dispute Resolution

- 20.1 The Agreement is governed by and to be construed in accordance with Norwegian law. Disputes that arise between the Parties and cannot be resolved by negotiations will be subject to confidentiality and be referred to arbitration in Stavanger and otherwise in accordance with the Act relating to Arbitration, 14 May 2004 no 25 ('Voldgiftsloven'), as amended. The time limit to appoint arbitrators is thirty (30) Days after receiving written notice of the arbitration. The arbitrators shall not grant in the award any relief that could not be granted by a court of law in the Kingdom of Norway. The award will be in writing and is final and binding on the Parties. Judgment with respect thereto can be entered in any court having jurisdiction for judicial acceptance or an order of enforcement, or for both. Documents and statements in Norwegian and English will be allowed in any arbitration procedure. Translation thereof will be at the expense of the Party requiring such translation.

21 Miscellaneous

- 21.1 Company's non-exercise or delay in exercising of any rights or remedies under the Agreement or pursuant to Regulations does not release Contractor from any warranties or obligations contained or referred to in the Agreement or pursuant to Regulations. Any waiver by either Party of a breach

of any requirement of the Agreement (i) is void and of no force unless set out in writing and signed by a duly authorized representative of the Party; and (ii) is not to be construed as a waiver of any subsequent breach of the same or any other requirement of the Agreement.

- 21.2 The Agreement constitutes the entire agreement between Company and Contractor regarding the Goods and Services, and supersedes all prior negotiations, representations, or agreements relating to the subject matter of the Agreement, either written or oral. In particular, any terms or conditions that Contractor proffers or refers to in any written material (including on any invoice or packing note) or any course of dealing between Contractor and Company are of no force or effect.
- 21.3 Captions and headings used in the Agreement are inserted solely for convenience and are not to be taken into consideration in interpretation of the Agreement.
- 21.4 The term “including” is to be deemed completed by the expression “without limitation”.
- 21.5 When the context admits or requires, words indicating the singular include the plural and vice versa, and references to a gender include every gender.
- 21.6 Any purported amendment of the terms, requirements, or obligations of the Agreement will be void and of no force unless it (i) is in writing; (ii) is signed by duly authorized representatives of Company and Contractor; (iii) expressly refers to the specific Article to be amended; and (iv) expressly indicates agreement of Company and Contractor to amend such specific Article.
- 21.7 If the Agreement is issued pursuant to another existing agreement between Company and Contractor, the terms and conditions of the referenced agreement are to apply to the provision of the Goods and Services and are to take priority in the event of any conflict with these general terms and conditions.
- 21.8 Contractor shall immediately notify Company in writing of any delay, specifying the cause and the probable duration of the delay and the measures Contractor will implement in order to avoid or reduce the delay. Contractor shall take at its own expense any further measures reasonably required by Company in writing to mitigate delay.
- 21.9 Contractor shall provide the Goods and Services as an independent contractor and in no event is Contractor or any person in Contractor Group to be considered an employee or agent of Company.
- 21.10 If Contractor has entered into a Norwegian Oil and Gas (NOROG) Security Agreement with another party in accordance with NOROG's Guideline 091 for securing oil industry supplies and equipment, Contractor shall notify Company in writing and shall comply with the NOROG Security Agreement also when performing the Services for Company. Contractor shall promptly inform Company in writing if such a NOROG Security Agreement with another party is terminated. Contractor shall enter into a NOROG Security Agreement with Company at Company's written request.
- 21.11 If Services entail transfer of “personal data” that are subject to the General Data Protection Regulation (GDPR) or any corresponding Norwegian legislation, each of Company and Contractor is responsible for ensuring appropriate handling and security thereof in compliance with all applicable Regulations.

22 Health, Safety, Environment, Quality (HSEQ)

- 22.1 Contractor's commitment to the latest editions of the following standards is to be evident and auditable at all levels within its organization: ISO 9001 – Quality Management Systems; ISO 45001 – Occupational Health and Safety Management Systems; ISO 14001 – Environmental Management Systems. Contractor's line management is responsible for HSEQ and Contractor's top executives are to be personally involved in HSEQ management.
- 22.2 Company has the right to conduct HSE and quality system audits of Contractor and of any of Contractor's subcontractors, in addition to those audits that Contractor should itself carry out as part of its HSEQ processes. Contractor shall promptly implement any necessary corrective or improvement actions identified by any audit.