

General Purchase Order Terms and Conditions

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1. Definitions

Affiliated Company:

Shall in respect of a party mean any legal entity:

- i. which owns or holds directly or indirectly fifty percent (50 %) or more of the share capital or the votes, or in any other way directly or indirectly exercises a controlling interest in a party;
- ii. in which a Party owns or holds directly or indirectly fifty percent (50 %) or more of the share capital or the votes, or in any other way directly or indirectly exercises a controlling interest; and/or
- iii. of which fifty percent (50 %) or more of the share capital or votes are owned or held directly or indirectly or which in any other way directly or indirectly is controlled by one or more enterprise(s) which owns or hold directly or indirectly more than fifty percent (50 %) of the share capital or the votes or in any other way exercise directly or indirectly a controlling interest in a Party.

Company:

OMV Norge AS, any of its subsidiaries or affiliates (where appropriate), acting as a company for and on behalf of themselves their respective co-ventures.

Company Group:

Company and its parents, subsidiaries and Affiliated Companies, Company's other contractors and their Subcontractor's, Company's invitees, and personnel employed in or engaged by the aforementioned corporate entities, but shall not include any member of the Contractor Group.

Company Information:

Documents, specifications, technical information, computer programs and other information owned or to which Company obtains ownership according to article 16, or provided by Company to Contractor for performance of Work under a Purchase Order.

Contractor:

The company or person stated as such in the Purchase Order or its successors or permitted assignees.

Contractor Group:

Contractor, Contractor's Affiliated Companies participating in the Work, its Subcontractors and their contractors and Subcontractors, participants in a joint venture or similar partnership involved in the Work, Contractor's invitees, and personnel employed in or engaged by the aforementioned corporate entities.

Delivery:

The transfer of risk for any purchased Goods to Company as further defined in the Purchase Order and Article 6.

Delivery Date(s):

The date of Contractor's Delivery of the Work as stated in the Purchase Order.

Documents:

Drawings, documentation, calculations, certificates, manuals, datasheets and all other technical, commercial or other documentation and data to be supplied by Company under the Purchase Order on media specified therein.

Force Majeure:

Means an occurrence beyond the control of and not attributable to the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have remedied, avoided or overcome it or its consequences.

Goods:

All equipment, items, deliverables and materials to be purchased, leased or rented by Company pursuant to the Purchase Order other than the Documents.

Intellectual Property:

Any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, (v) “know how” and trade secrets, and, (vi) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

Party/Parties:

Contractor and Company or either of them as the context dictates.

Purchase Order:

The SAP issued separate contract document, signed by an authorised person in the Company, describing the Work (“Purchase Order”) together with these General Purchase Order Terms and Conditions and any appendices and attachments thereto and any signed amendments and variations to said documents.

Purchase Order Price:

The total price specified in the Purchase Order, which shall constitute full compensation to Contractor for the Work, including all costs, expenses, Taxes (excluding VAT), duties, fees, usual packaging or charges of any kind incurred by or levied on Contractor Group related to the performance of the Work.

Services:

All activities that Contractor is required to carry out and/or deliver under the Purchase Order which are not Goods or Documents.

Subcontractor:

Any party of any tier (other than Contractor or its employees) to a subcontract for the performance of the Work.

Taxes:

Includes all compulsory charges imposed pursuant to the authority of a country, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, withholding taxes franchise taxes, sales and use taxes. Taxes do not include import / export customs duties or fees and stamp duties unless specifically provided for.

Warranty Period:

24 months from Delivery of the Work (or the satisfactory passing of any inspections and prescribed tests if later).

Work:

All activities that Contractor is required to carry out under the Purchase Order including provision of the Services, Goods and Documents as well as everything necessary for the provision of such in accordance with the Purchase Order.

Worksite:

Means a place where Work is performed.

2. Interpretation

2.1 In the event of any conflict between the provisions of the Purchase Order, the various contract documents shall be given priority in the following order:

- a) The Purchase Order
- b) These General Terms & Conditions
- c) Appendices to the Purchase Order, if any, in the order they are listed, unless stated otherwise.

2.2 The governing language of the Purchase Order shall be the English language.

2.3 In the event that Contractor fails to return a signed Purchase Order to Company prior to or upon commencement of the Work, said commencement of Work by Contractor shall be deemed to constitute acceptance by Contractor of the Purchase Order issued by Company.

3. General obligations of Contractor

3.1 Contractor shall, including any Subcontractor appointed by Contractor, provide all necessary services, supplies, personnel, equipment and materials to perform the Work strictly in accordance with the Purchase Order in accordance with high standards of good workmanship and industry practice. Contractor shall ensure that the Goods, Documents and other deliverables are of good quality as reasonably perceived by Company.

3.2 Contractor represents and warrants that the Purchase Order has been examined and will examine other data supplied by Company from time to time, if any. Contractor's failure to examine the Purchase Order and/or other data or to become knowledgeable about or to discover matters which Contractor ought to have known or discovered in the performance of its examination and which affect the Work shall not relieve Contractor from its obligations under this Purchase Order.

3.3 Contractor shall comply with and shall ensure Contractor Group complies with all applicable laws, rules and regulations of any governmental, judicial or regulatory body having jurisdiction over the Work or any site where the Work is performed, including without limitation laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce, organisation of labour, engineering codes and standards. Contractor shall defend, indemnify and hold Company Group harmless from and against all claims, losses, damages, costs and expenses (including legal fees) arising out of Contractor's or Contractor Group's failure to comply with the aforesaid laws, rules and regulations.

4. Health, Safety, Security & Environmental

Contractor places the highest importance to health, safety and the environment (HSE) and shall, during the performance of the Work, take all reasonable actions to adhere to Company's Health, Safety, Security and Environmental Policy ([Link to HSSE Policy](#)) and any specific requirements contained herein and site regulations notified to Contractor from time to time. Contractor has an obligation to inform own employees, its Subcontractors or others who participate in performing the Work of the HSE requirements and site regulations in force. Contractor shall immediately report to Company any accident or hazardous acts or circumstances in complying with this purchase order. Contractor shall immediately report any deviations related to environmental requirements, which occur in connection with performing the Work.

5. Purchase Order Price

The Purchase Order Price shall be considered as fixed and firm unless expressly agreed to the contrary.

6. Terms of Payment and audit rights

6.1 Contractor shall submit all invoices to Company to the address specified in the Purchase Order and marked for the attention of the Accounts Payable. Each invoice shall quote the Purchase Order number and Contractor's bank account details and be accompanied by such documentation as Company may reasonably require to verify the correctness of the items invoiced. Company shall pay the undisputed portion of such properly presented invoices within 60 days of receipt of such invoices.

6.2 Company is entitled to audit at Contractor's and Subcontractor's Worksites or offices within normal office hours, all books, records and documents of every kind relating to invoiced charges made by Contractor to Company. In this respect, Company is not entitled to investigate the calculation of lump sums included in the Purchase Order except to the extent necessary for the proper evaluation of any variations.

6.3 Company is entitled to audit during the period of the Purchase Order and for up to three (3) years from the end of the calendar year in which the Purchase Order expires or is terminated. Contractor shall cooperate fully with Company and/or its representatives in the carrying out of any audit required by Company. Company will conduct any audit in a manner, which will keep to a reasonable minimum any inconvenience to Contractor.

6.4 Contractor may require the audit to be performed by a neutral auditor to the extent it can clearly demonstrate that there is a probability of information, which is not relevant for the purposes of the audit being disclosed to the Company.

6.5 Payments shall not affect Company's audit rights.

If charges are proven incorrect, then an adjustment shall be made, whether or not this is in the favour of Contractor.

7. Delivery

7.1 Delivery of the Work shall take place according to the agreed terms of Delivery and Delivery Date(s) contained in the Purchase Order.

7.2 Unless expressly agreed otherwise by the Parties, the relevant Incoterms rule for delivery shall be DDP, Incoterms 2010 Company's premises. Risk for loss or damage to the Goods shall pass to the Company at the time of Delivery unless otherwise agreed in writing between Company and Contractor.

8. Title

Title to and ownership of the Work, including the Goods, Documents and all materials intended for incorporation into the Goods, shall pass to Company as soon as such Goods or any materials or Documents have been created, procured, incorporated into or used in the performance of the Work, or upon Delivery, or when paid for by Company, whichever occurs first.

9. Delay

9.1 As soon as Contractor believes, or has grounds for believing, that the Delivery or any part thereof will be delayed past the Delivery Date(s), Contractor shall immediately notify Company in writing of the delay, the cause thereof and the measures Contractor will initiate at its own cost in order to minimize the delay.

9.2 If Contractor's delivery is delayed and deviates from any of the Delivery Date(s), Company is entitled to liquidated damages amounting to 1% of the total Purchase Order Price, per commenced calendar day. The liquidated damages shall not exceed 30% of the total Purchase Order Price. Company and Contractor hereby agree that the liquidated damages are a genuine reasonable pre- estimate of the losses which may be sustained by Company in the event that Contractor fails in its obligations under the Purchase Order and shall not be claimed or construed as a penalty or other unenforceable sum.

10. Warranty and guarantee

10.1 Contractor warrants and guarantees that, for the duration of the Warranty Period, (i) it has performed and shall perform the Work in accordance with due care and the provisions of the Purchase Order, (ii) that the Work will be free from any defects, (iii) it has all necessary licenses and the capability to perform the Work in accordance with the Purchase Order (iv) the Work shall be capable of achieving the performance standards set forth in the Purchase Order. In the event that within the Warranty Period the Work is found to be defective, inadequate or otherwise fails to meet the requirements of the Purchase Order, then Contractor shall forthwith, on written notice from Company, rectify or replace the Work and carry out all necessary work associated with such rectification or replacement at Contractor's sole cost and without prejudice to any other rights of Company. .

10.2 If Contractor makes rectifications according to article 10.1, the provisions of this Article 10 shall then apply to said corrections for the greater of a period of twenty four (24) months from the completion of such corrections or the end of the basic Warranty Period, whichever is later in time.

11. Termination and suspension

11.1 Company may terminate or suspend a Purchase Order for any reason and at any time by written notification to Contractor and Contractor shall comply with such decision immediately or as directed.

11.2 In the event of termination at Company's convenience, Company shall pay the unpaid balance due to Contractor for that part of the Work performed satisfactorily up to the date of termination.

11.3 In the event of suspension at Company's convenience, Contractor shall maintain, store and protect the Work and shall be entitled to compensation only for documented and necessary expenses in connection with demobilisation and mobilisation of personnel and for other substantiated costs reasonably incurred by Contractor as a direct consequence of the suspension.

11.4 Company may terminate the Purchase Order if Contractor in any way fails to fulfil its obligations pursuant to the Purchase Order. In such a situation Contractor shall be liable for the maximum of any limitation of liability hereunder, becomes insolvent or otherwise stops its payments.

11.5 If Company is entitled to terminate the Purchase Order as per article 11.4 Company may choose one or more of the following alternatives:

- a) demand Delivery of the wholly or partially completed Work and have it completed, at option of Company, by Contractor or a third party nominated by Company, at Contractor's sole cost
- b) terminate the Purchase Order for default; and/or
- c) claim compensation for losses directly related to the relevant Purchase Order, including all costs to complete the Work and related to any termination.

12. Force majeure

12.1 Neither of the parties shall be considered in breach of an obligation under the Contract for the duration of a Force Majeure event and to the extent, the party can establish that fulfilment of the obligation has been prevented by Force Majeure. Each party shall cover its own costs resulting from Force Majeure.

12.2 The party claiming Force Majeure shall as soon as possible after the occurrence of Force Majeure give detailed notice to the other party and as soon as possible use all reasonable endeavours to remedy the Force Majeure situation. Following notification of Force Majeure, the parties shall meet without undue delay with a view to agreeing a mutually acceptable course of action to minimize any effects of such situation.

12.3 Company is entitled to cancel the Contract and/or the Purchase Order if the Force Majeure situation lasts without interruption, or it is evident that it will do so, for more than thirty (30) Days.

13. Liability and insurances

13.1 Contractor shall indemnify, defend and hold harmless Company Group from and against any claims, losses, damages, costs (including legal costs), and liabilities arising out of or in connection with the performance under this Purchase order; concerning:

- a) personal injury to or loss of life of any personnel of Contractor Group,
- b) loss of or damage to any property of Contractor Group whether owned, hired, leased or otherwise provided by Contractor Group, arising out of or in connection with the Work.

Notwithstanding the foregoing, the indemnities contained herein, shall not apply to loss or damages caused by gross negligence or wilful misconduct of the Company Group.

13.2 Company shall indemnify, defend and hold harmless Contractor Group from and against any claims, losses, damages, costs (including legal costs), and liabilities arising out of or in connection with the performance under this Purchase order; concerning

- a) personal injury to or loss of life of any personnel of Company group,
- b) loss of or damage to any property of Company group, whether owned, hired or leased by the Company Group, arising out of or in connection with the Work.

Notwithstanding the foregoing, the indemnities contained herein, shall not apply to loss or damages caused by gross negligence or wilful misconduct of the Contractor Group.

13.3 Company and Contractor shall defend, indemnify, and hold each other harmless from any and all liability, claims, losses, damages, costs and expenses (including legal fees) arising from death, disease or injury to any third party and loss of or damage to any third party property which arise out of their respective Work.

13.4 Notwithstanding anything herein to the contrary, Company shall defend, indemnify and hold Contractor Group harmless from Company's Group's own Indirect Loss, and Contractor shall defend, indemnify and hold Company Group harmless from Contractor Group's own Indirect Loss. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either Party. Indirect Losses are defined herein as any indirect or consequential loss, any loss of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit, and similar losses and damages, regardless of whether such losses or damages were reasonably foreseeable at the time of entering into the Purchase Order or at the commencement of the Work.

13.5 Contractor shall procure and maintain at Contractor's expense, and for the duration of the Purchase Order until the end of the Warranty Period, all necessary insurances required for and adapted to the operations for the performance of the Work.

13.6 Contractor shall defend, indemnify and hold Company harmless from any Taxes or income, wages, salaries, profits or gains imposed by any governmental authority upon Contractor or Company in respect of any payment made to or earned by Contractor hereunder.

13.7 Contractor shall indemnify and hold harmless Company Group against any actual or alleged claims and proceedings, including legal fees, by Company Group or third parties with

regard to infringement or violation of any Intellectual Property rights, in any jurisdiction, in connection with the Work.

14. Variations

14.1 Company may order variations to the Work as in Company's opinion are desirable. Variations may include an increase or decrease in the quantity, character, quality, kind of execution of the Work as well as variations to the Delivery Date(s). Variations to the Work shall be ordered through variation orders.

14.2 When Company requests a variation pursuant to article 14.1 or prior to issuing a written variation order requests Contractor to provide an estimate of the effects of such variation, Contractor shall as soon as possible and at the latest within 10 (ten) days following Company's request submit a written confirmation or estimate containing a description of the effects the variation will have on the execution of the Work (including the Purchase Order Price and Delivery Date(s). If Contractor does not issue such estimate or written confirmation within the aforesaid time limit, the variation shall be deemed not to have any effect on the Purchase Order. Contractor shall not initiate any variation Work until Company has issued the variation order in writing.

14.3 If Contractor is of the opinion that it is entitled to a variation order, due to an instruction by Company or other circumstances resulting in an increase or decrease in the quantity, character, quality, kind or execution of the Work as well as changes to the Delivery Dates(s), then Contractor shall issue a written request for a variation order without delay and at the latest within 10 (ten) days after Contractor became aware or ought to have become aware of such situation. If Contractor has not presented a request for a variation order without delay, or at the latest within 10 (ten) days after Contractor became aware or ought to have become aware such situation has occurred, then Contractor shall lose the right to a variation order and/or the right to adjust the Purchase Order Price, scope of the Work and/or the Delivery Date(s). Variations must be approved by Company by means of a written variation order before Contractor initiates the variation work.

14.4 Any possible adjustment to the rates, costs and prices due to variation orders shall be determined either by using the rates, cost or prices described in the Purchase Order, or if no comparable rates, costs or prices have been set, the Parties shall agree on a price that reflects the general level of pricing described in the Purchase Order. If a variation entails cost saving for Contractor, Company shall be credited accordingly.

14.5 A variation order shall not be allowed when the variation, revision, act of Company or occurrence is attributable to Contractor's breach of its performance obligations herein, or if minor revisions are required for recently completed Work or Work in progress. Disagreement as to effects with regards to a variation order shall not entitle Contractor to delay or withhold Contractor's Delivery and Contractor shall implement the variation without awaiting the final outcome of the dispute. The disagreement shall be stated in writing and confirmed by both Parties prior to Contractor's execution of the variation work.

15. Intellectual property rights

15.1 Subject to article 15.2 and 15.4, all Intellectual Property in and related to the Work, including the Documents, which is developed by Contractor Group in connection with the Work or otherwise arising out of the Work shall be the property of Contractor.

15.2 The Parties agree that all Intellectual Property owned by a Party prior to entering into the Purchase Order will remain the property of that Party.

15.3 All Intellectual Property in Contractor Information shall remain at all times the property of Contractor. Company Information shall not be used by Contractor other than for the purpose of the Work and shall, upon written request by Contractor, be returned to Contractor when the Work is completed.

15.4 Contractor shall maintain ownership of inventions, developments and enhancements of Contractor Intellectual Property, in addition to Intellectual Property produced independently of the Purchase Order, unless any of such are based in whole or in part on Company Information, in which event they shall be owned by Company.

15.5 Contractor shall notify Company of any Intellectual Property which Company shall obtain ownership of, or rights to, hereunder, and Contractor shall provide the necessary assistance to enable Company to acquire such rights. Company shall pay Contractor for all reasonable costs in connection with such assistance in accordance with applicable law.

15.6 Contractor shall provide and grant to Company and to anyone authorised by Company an irrevocable, perpetual, transferable, royalty-free, world-wide, non-exclusive license to all Intellectual Property owned by Contractor hereunder to the extent necessary for Company, to utilise the Work and the Documents, including the engineering, procurement, construction, installation, operation, maintenance, modification, adaptation and repair of such. Such license shall be included in the Purchase Order Price.

16. Confidentiality

Contractor shall keep confidential all Company Information and all information arising out of the Purchase Order, including the terms of the Purchase Order, and shall only use Company Information for the purpose of the performance of the Work. Contractor shall not divulge to a third party the said information without the written consent of Company, unless such information:

- a) Is already rightfully known to Contractor at the time the information was received, and/or
- b) Is or becomes part of the public domain (except by default of Contractor or its personnel), and/or
- c) Is rightfully received from a third party without an obligation of confidentiality, and/or
- d) Is required to be disclosed by law.

17. Code of Conduct

Contractor is aware that Company is committed to a Code of Conduct that is based on the UNGlobal Compact. Contractor declares to also commit to the values set out in the Company's Code of Conduct. [Link to Code of Conduct.](#)

18. Miscellaneous

18.1 The Purchase Order constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes all prior agreements, promises, correspondence, discussions, representations and understandings relating to the Work, except those expressly set forth herein.

Other conditions shall not apply to the Purchase Order unless Company has accepted these in writing.

18.2 Company is entitled to assign novate or otherwise transfer his rights and obligations under the Purchase Order, fully or partly, to any affiliates or any third parties. Contractor may not assign his rights and obligations under the Purchase Order without Company's prior written consent.

18.3 No waiver by Company of any breach of any of the terms and conditions of the Purchase Order shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition hereof. No waiver shall be validly made unless made in writing.

18.4 Notwithstanding any other provisions in these General Purchase Order Terms and Conditions, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 (as of the date of its application, which is 25 May, 2018), shall apply as legally prescribed. Each Party shall use, and ensure that its respective Subcontractor(s) use, all personal data of the disclosing Party or of third parties exclusively for the purposes of performing the Work. The disclosing Party confirms that it is authorized to provide the receiving Party with personal data.

19. Applicable law and resolution of disputes

19.1 The Purchase Order shall be governed by and interpreted in accordance with Norwegian law.

19.2 Disputes arising in connection with or as a result of the Purchase Order, and which are not resolved by mutual agreement, shall be settled by court proceedings. Any court proceeding shall be brought before Sør-Rogaland Tingrett.