

# General Terms and Conditions of Rental

## 1. Definitions

- 1.1 "Applicable Export Laws" means any applicable laws, regulations, order decisions and restrictive measures relating to export control, import and anti-boycott imposed by a country with jurisdiction over any activities conducted pursuant to this Contract.
- 1.2 "Company" means Blue Logic AS.
- 1.3 "Confidential Information" means any and all commercial, technical and other information and data, in whatever form, of or related to a Party, that are not generally known to the public.
- 1.4 "Contract" means the Terms and Conditions contained herein, together with (i) such additional terms as are stated within Company's written Quotation, (ii) the Purchase Order to the extent approved in writing by Company, (iii) Order Confirmation issued by Company, and (iv) any other document agreed in writing by Company and Customer and incorporated hereto by reference to the Purchase Order/Contract, as the case may be.
- 1.5 "Customer" means the party contracting to rent the Equipment and/or purchase Services from Company pursuant to the Contract.
- 1.6 "Day(s)" means calendar day(s) unless the term "working day(s)" is used.
- 1.7 "Delivery Date" means the date or dates agreed between the Parties with regard to delivery of the Equipment as stated in the Contract or as modified in accordance with these Terms and Conditions.
- 1.8 "Disclosing Party" means the Party disclosing Confidential Information to the other Party.
- 1.9 "Effective Date" means the date when the Purchase Order has been accepted by the Company by issue of an Order Confirmation, or, in case the Purchase Order is signed by both Parties, the date of the latest signing.
- 1.10 "Equipment" means the equipment which Company shall deliver for rental to Customer according to the Contract.
- 1.11 "e-sea" is The WEB portal holding sale prices and technical information of the Equipment.
- 1.12 "Incoterms" means the version in force on the Effective Date of the document published under the name "Incoterms" by the International Chamber of Commerce.
- 1.13 "Intellectual Property Rights" include, but are not limited to, (a) patents, patent applications, inventions, designs, and other similar rights, (b) trademarks, service marks, trade names, trade dresses, domain names, logos, corporate names, the style of presentations (c) copyrights (including but not limited to software, source and object code, technical drawings, databases, documentations, manuals and specifications), (d) know-how, confidential or proprietary industrial and commercial information and techniques in any form, including drawings, formulae, test results, reports, testing procedures, prototypes, instruction and training manuals, tables of operating conditions and other trade secrets and/or non-publicly available know-how of commercial nature, and (e) any other intellectual property right, whether registered or not, including any registration or application for registration of such rights anywhere in the world. This also includes the right to amend, assign, license, transfer, further develop or carry out any actually or legal act/position in relation to such Intellectual Property Rights.
- 1.14 "Legal Enforcement Act" shall mean the Norwegian Legal Enforcement Act of 25 June 1992 No. 86) (Norwegian: Lov om tvangsfullbyrdelse), as amended from time to time.
- 1.15 "Liquidated Damages" means an expressly stated amount in the Contract to be paid by Company as compensation for estimated damage that Customer may incur in the event of breach of Contract such as failure to meet delivery dates or performance guarantees. Such expressly stated amount is agreed by the Parties to be a pre-estimate of such damages and is not to be considered a penalty.
- 1.16 "Order Confirmation" means the documents issued by Company confirming the rental of the Equipment listed in the Purchase Order.
- 1.17 "Party" or "Parties" means Customer or Company or Customer and Company.
- 1.18 "Purchase Order" means the order documents issued by Customer for rental of the Equipment in the version confirmed by Company in writing.
- 1.19 "Purchase Order Price" means the total sum indicated in the Order Confirmation or as modified in accordance with these Terms and Conditions. For Services carried out on a time

# General Terms and Conditions of Rental

basis, the Purchase Order Price shall be determined in accordance with the hourly rates specified in the Order Confirmation.

- 1.20 "Quotation" means Company's written proposal for the rental of the Equipment.
- 1.21 "Receiving Party" means the Party receiving Confidential Information of the other Party.
- 1.22 "Rental Period" means the period commencing at the Delivery Date of the Equipment up to and including the Day the Equipment is actually redelivered to the Company.
- 1.23 "Sanctions" means any laws, regulations, orders or decisions adopted, maintained or enforced by Norway, United Nations, European Union and other countries with jurisdiction over any activities conducted pursuant to this Contract, directed at prohibiting dealing with certain countries, territories, governments or specially designated persons or entities.
- 1.24 "Sanctions List" means any list of sanctioned individuals, entities, governments, countries, or territories adopted, maintained, or enforced under any Sanctions (including, without limitation, the European Union financial sanctions lists, and any list of parties designated for financial sanctions under United Nations Security Council Resolutions).
- 1.25 "Services" means site services such as erection and commissioning, repairs and maintenance work, and any other services which Customer purchases from Company under the Contract.
- 1.26 "Terms and Conditions" means these General Terms and Conditions of Rental.

## 2. General

- 2.1 The Contract supersedes all previous negotiations, representations and/or contractual commitments between the Parties. Customer agrees that the terms contained in the Contract shall apply and govern to the exclusion of all others.  
An offer by Company in its Quotation that does not stipulate an expiration date shall not be binding unless otherwise stated in the Quotation.
- 2.2 In case of an inconsistency between the said documents within the Contract, the following order of priority shall apply:
  - b. Order Confirmation issued by Company
  - c. Contract (version confirmed by Company in writing as defined in Clause 1.6) and all documents incorporated therein by reference

- d. Company's Quotation and all documents incorporated therein by reference
- e. These Terms and Conditions including Attachment 1 hereto. If Services are required to be performed by Company; Attachment 1 shall be construed as a part of the Contract if attached hereto.

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

## 3. Delivery

- 3.1 Company shall make commercially reasonable efforts to deliver the Equipment on the Delivery Date stated in the Contract.
- 3.2 The Delivery Date shall be amended if any delay is due to one or more of the following: (i) Force Majeure, (ii) Customer's failure to fulfil any obligation under the Contract, (iii) delay caused by Customer or any party engaged by Customer, and (iv) delay in obtaining export license.
- 3.3 Except in the case of Force Majeure, Customer shall reimburse Company for costs of extra transportation, storage and/or administration fees incurred as a result of any delay resulting from reasons attributable to Customer.
- 3.4 In the event Company fails to meet the Delivery Date for more than two (2) calendar weeks (grace period) due to reasons for which Company or its contractors are responsible, and provided that the Contract expressly provides Liquidated Damages for such failure, Customer shall be entitled to require Company to pay Liquidated Damages at the rate stated in the Contract.

## 4. Force Majeure

- 4.1 "Force Majeure" means an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the

# General Terms and Conditions of Rental

Contract and could not reasonably have avoided or overcome it or its consequences.

- 4.2 Neither of the Parties shall be considered in breach of an obligation under the Contract to the extent that the Party can establish that the fulfilment of the obligation has been prevented by a Force Majeure event. [Notwithstanding this, a Force Majeure situation shall not impact Customer's obligation to pay rental rate.]
- 4.3 The Party invoking Force Majeure shall without undue delay inform the other Party in writing and provide reasonable evidence of such Force Majeure event.
- 4.4 If the grounds for Force Majeure continue for more than four (4) months, both Company and Customer may terminate the Contract upon seven (7) Days written notice to the other Party.
- 4.5 Unless otherwise stated in this Clause 4, each Party shall bear its own costs caused by the Force Majeure interruption. In case of termination, Company shall be entitled to be compensated for unpaid part of the Rental Period prior to termination, and compensation for all Services performed but not paid prior to said date.

## 5. Risk and Property

- 5.1 Title to the Equipment shall remain with Company at all times.
- 5.2 Risk of loss or damage to the Equipment shall pass to Customer from the Company upon delivery according to applicable Incoterms. If during the Rental Period the Equipment becomes lost, damaged, or otherwise impaired, or the Equipment functions unsatisfactorily, Customer shall immediately notify Company. Any Equipment which becomes damaged, impaired, or functions unsatisfactorily shall be taken out of service immediately.

## 6. Price and Payment

- 6.1 Company is entitled to receive payment of the Purchase Order Price according to applicable rates and prices included in the Contract. Unless otherwise stated in the Contract, the Purchase Order Price for the rental of the Equipment shall consist of:
- (i) a fixed fee of mobilisation/demobilisation costs, and
  - (ii) a daily rental rate.
- For Services carried out on reimbursable basis, the prices shall be determined in accordance with Blue Logic standard rates if not stated in the

Contract. The Purchase Order Price and any part thereof are exclusive of public taxes and charges applicable to the rental and services, including value added tax.

- 6.2 All payments shall be made net, without any deductions, within thirty (30) Days after date of invoice. Payment terms shall be as specified in the Contract. If the Contract does not mention the payment terms, Company shall be entitled to issue the invoices on a monthly basis in arrears.
- 6.3 If the Customer does not comply with the agreed dates of payment, Customer shall be liable, without reminder, for interest with effect from the agreed date on which payment was due, at a rate depending on the normal interest conditions at the Customer's domicile, but not less than five percentage points (5%) above the three months' LIBOR (London Interbank Offered Rate) applicable at the due date of the delayed payment.
- 6.4 In case the rental and other charges are not paid by due date, Customer accepts a demand for the return of all Equipment according to the Legal Enforcement Act Art. 13-2, second subsection letter a). The notification shall, according to Art. 4-18, provide information that enforcement can be avoided if the rental, non-judicial debt collection costs, administration costs and due rental cost up until the time of payment will be paid, inclusive of interest, before enforcement is executed. Customer also accepts, according to the Legal Enforcement Act Art. 13-2 second subsection letter b) that a return can be demanded once the rental period has come to an end, if a rental has been agreed for a specific time period.
- 6.5 If Customer and Company agreed on issuing a Letter of Credit by Customer in favour of Company, such Letter of Credit shall be irrevocable, extendable and confirmed by a bank nominated by the Company; if no nomination is provided, then by a first class bank in the Company's country of domicile. Payments under such Letter of Credit shall be made on sight against presentation by Company of invoice together with whatever documents as have been agreed upon between the Parties.
- 6.6 If the cost of the Equipment and/or Services is increased after the Effective Date by reason of the making of any amendment of any law, order, regulation or by-law having the force of law, the amount of such increase shall be added to the Purchase Order Price.

# General Terms and Conditions of Rental

- 6.7 Both Parties shall be entitled to set-off due amounts in accordance with the applicable law, provided however, that the party effecting a set-off shall provide prior written notification detailing the reason for the set-off to the other Party.
- 6.8 Prices found on the e-sea WEB Portal are fixed but are subject for review minimum once every year. Company will issue a written one (1) month notice of the intent to revise prices.
- 6.9 The Purchase Order Price for rental includes repairment of the Equipment by Company or a third party appointed by Company, if and to the extent required due to normal wear and tear.
- 6.10 Any costs accrued in connection with the Equipment during the Rental Period, including but not limited to transportation from/to Customer's facilities, insurance, operation and ordinary maintenance, shall be covered by Customer.

## 7. Inspection

- 7.1 The Equipment shall be subject to Customer's inspection without undue delay following the Delivery Date. If the Equipment is not in the condition agreed in the Contract, Customer shall promptly notify Customer in writing, and no later than within seven (7) Days following the date of receipt of the Equipment.
- 7.2 Unless otherwise agreed in the Contract, costs related to inspections or tests of the Equipment shall be borne by the Customer.

## 8. Customer's duty of care

- 8.1 Customer shall ensure that the Equipment is handled and used in compliance with laws and regulations, user manuals and Company's instructions, and otherwise with due care. Customer shall ensure that the Equipment is handled only by personnel who have received training in handling and use of the Equipment and thereby have the necessary skills to handle and use it correctly and avoid subjecting themselves and others to harm.
- 8.2 Customer shall ensure that the Equipment is used only for its intended purpose(s) and under normal conditions.
- 8.3 Customer shall at all times protect the Equipment in the best possible manner, be it from external forces, theft, loss or damage, wear and tear or otherwise, whether such Equipment is under transportation, in storage, in use or otherwise. Customer shall ensure that the Equipment is protected at all times and not

placed at a location where it could be damaged or otherwise impaired by external influences.

- 8.4 Without prejudice to Customer's obligation to perform ordinary maintenance in accordance with user manuals and Company's instructions, Customer shall not make any modifications, amendments or other changes or additions to the Equipment, and shall ensure that no such modifications, amendments, changes or additions are made to the Equipment by others during the Rental Period.
- 8.5 Customer shall upon Company's request grant Company, or any third party appointed by Company, access to the Equipment for inspection and shall keep Customer informed about where the Equipment is located during the Rental Period.

## 9. Warranty

- 9.1 Company warrants that during the Rental Period:
- a. the Equipment and Services will be of the kind and quality as described in the Contract, and
  - b. the Equipment and Services will be free of defects in workmanship and material, and
  - c. to the extent required for the functioning of the Equipment, will be free of defects in design.
- For the avoidance of doubt, Company does not warrant that the Equipment will satisfy the needs of Customer and shall have no responsibility or liability for the results achieved by the Equipment.
- 9.2 If, during the Warranty Period, the Equipment and/or Services fails to meet the requirements set out in Clause 9.1, then Company shall promptly give written notification to Customer stating the reasons therefor. Within seven (7) Days (or such longer period that is reasonable under the circumstances) of receipt of Customer's notification, Company shall, provided that the deviation from the requirements in Clause 9.1 affects the use/and or performance of the Equipment, commence the repair, modification, reperformance or replacement of the defective part of the Equipment and/or Services, at Company's discretion. Customer shall make the Equipment available for correction. Company shall be liable for Company's own costs incurred as a result of such action only. In no event shall Company be responsible for the cost of providing access to the Equipment, or costs of disassembly, removal, or re-installation of any items.
- 9.3 The warranties contained herein shall not apply or shall terminate immediately if the faults or defects referred to herein is a result of



# General Terms and Conditions of Rental

Customer's incorrect use, faulty installation, start-up or failure to observe operating instructions, failure to carry out proper and ordinary maintenance, s or normal wear and tear, incorrect or negligent handling, erosion or corrosion, unsuitable service products or replacement materials, unsuitable foundations, conditions more severe than those specified or deficiencies resulting from other reasons beyond Company's control.

- 9.4 Correction of nonconformities in the manner and for the period of time provided within this Clause 9 shall constitute Customer's sole remedy for defects.

## 10. Return

- 10.1 The Equipment shall be returned at the agreed date and place of return, at Customer's cost.
- 10.2 The Equipment shall at the return be in the same condition as it was at delivery, except that normal wear and tear will be accepted.
- 10.3 If the Equipment has not been returned to Company at the agreed date and place of return, the applicable rental rate under the Purchase Order Price shall continue to incur. If by thirty (30) Days after the agreed date of return the Equipment still has not been returned, Company is entitled to charge Customer for the replacement costs of the Equipment, without any deductions. The replacement cost of the Equipment shall be equal to the applicable sale price of the Equipment stated on the e-sea.
- 10.4 Customer shall cover direct document costs, losses and damages incurred by Company as a result of the delayed return. Company shall use reasonable efforts to minimise such costs, losses and damages.

## 11. Limitation of Liability

- 11.1 Company's total liability whether for breach of Contract, tort (including negligence), breach of statutory duty, strict or otherwise, and regardless of whether the Contract is terminated or not, shall be limited to 50 % of the Purchase Order Price.

## 12. Intellectual Property

- 12.1 Company shall retain sole and exclusive ownership to all Intellectual Property Rights in and related to the Equipment and Services, and nothing in this Contract shall be construed as transferring any right or interest in or to the

Company's Intellectual Property Rights to the Customer or to any third parties. All Intellectual Property Rights obtained, generated, developed or created in connection with or otherwise based upon or derived from Customer's use of the Equipment and Services, and which is related to the Equipment/Services, shall be owned solely by Customer, regardless of which of the Parties that makes the development, contribution etc., and such Intellectual Property Rights shall be considered to be transferred to Company free of charge automatically at the point of creation without any further requirement of form. Company shall have the right to freely use, adapt, exploit, modify, amend, further develop, assign, license, transfer and etc. of such Intellectual Property Rights.

- 12.2 Company shall grant Customer with an irrevocable, royalty-free, transferable, non-exclusive licence to use Intellectual Property Rights in and related to the Equipment and Services to the extent necessary for Customer to utilise the Equipment and Services.
- 12.3 Company shall make its best endeavours to ensure that the Equipment shall not infringe any intellectual property rights of third parties.
- 12.4 Customer undertakes not to do anything that may jeopardize the Intellectual Property Rights in or related to the Equipment and/or the Services or other potential rights. Customer shall not copy or authorise any third party to copy, redistribute, reproduce, imitate, create derivative works based on the Equipment and/or Services or in any other way infringe Company's Intellectual Property Rights, reverse engineer, attempt to discover the source code or the underlying structure/functions or algorithms of or related to the Equipment and/or disassemble the Equipment, and the Customer shall not make any modifications, amendments, or other changes or additions to the Equipment.

## 13. Termination for Cause

- 13.1 Customer shall have the right to terminate a Purchase Order (or any portion thereof) for cause in the event that Company:
- goes bankrupt, or if Company is shown to be or admits to being insolvent; or,
  - substantially breaches and fails to comply with or perform its material obligations hereunder (but only with respect to a material obligation for which the Contract does not provide exclusive remedies), provided that Customer shall first have provided Company with written notice of the nature of such breach and of Customer's intention to terminate as a

# General Terms and Conditions of Rental

result of such breach, and Company shall have failed, within three weeks after receipt of such notice (or such extended period as is considered reasonable and agreed by the Parties), to either (i) commence to cure such breach and diligently thereafter to pursue such cure, or (ii) provide reasonable evidence that no such breach has occurred.

- 13.2 If Company terminates the Purchase Order under Clause 13.1 hereof, or any portion thereof, Customer shall pay to Company the unpaid part of the Rental Period at the time of termination and compensation for Services performed prior to said date.
- 13.3 Company shall have the right to terminate the Purchase Order (or any portion thereof) for cause in the event that Customer:
- a. goes bankrupt, or if Customer is shown to be or admits to being insolvent; or
  - b. fails to comply with any material terms of the Contract, including but not limited to, failure to make any payment when due, to fulfil any payment conditions or to handle the Equipment in accordance with Clause 8, provided that Company shall first have provided Customer with written notice of the nature of such breach and of Company's intention to terminate as a result of such breach, and Customer shall have failed, within three weeks after receipt of such notice (or such extended period as is considered reasonable and agreed by the Parties), to either (i) commence to cure such breach and diligently thereafter to pursue such cure, or (ii) provide reasonable evidence that no such breach has occurred.
- 13.4 If Company terminates the Purchase Order, or any portions thereof under Clause 13.3 hereof, Company shall be paid for the unpaid part of the Rental Period at the time of termination and compensation for Services performed prior to said date. In addition, Company shall also be entitled to claim extra costs and other damages incurred by the termination.

## 14. Termination for Convenience

- 14.1 Customer shall have the right to terminate a Purchase Order upon fifteen (15) Days' prior written notice to Company. If Customer terminates the Purchase Order for convenience, it shall pay Company:
- a. the unpaid part of the Rental Period at the time of termination, and compensation for Services performed prior to said date, plus
  - c. six percent (6%) of the total cost of the remaining part of the Rental Period, plus

- d. such other costs and expenses, including transportation and storage costs, etc., as Company may incur in connection with such termination; or
- e. in the event a cancellation schedule is included as part of the Purchase Order, the amount specified on such cancellation schedule.

## 15. Confidentiality

- 15.1 In connection with the Contract, Company and Customer (as to information disclosed, the Disclosing Party) may each provide the other Party (as to information received, the Receiving Party) with Confidential Information. Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iv) is required to be disclosed by order of a competent court or government agency.
- 15.2 The Receiving Party agrees, except as otherwise required by law (i) to use the Confidential Information only in connection with the performance of the Contract and agreed utilisation of the Equipment and Services, and (ii) to not disclose the Confidential Information to any other than its employees, affiliated companies and/or third parties strictly necessary for the purpose of performance of the Contract and the agreed utilisation of the Equipment and Services.. Further, if disclosure of Confidential Information to a third party is required, the Receiving Party agrees to require proprietary and confidential treatment of the information by such third party.
- 15.3 Upon the other Party's written request, the receiving Party shall return, within fourteen (14) Days, all tangible or electronic Confidential Information, including any copies, notes, extracts etc. thereof in any format, or destroy the same and provide the disclosing Party with a written confirmation that such return/destruction have taken place.
- 15.4 The Parties' obligations under this Clause 15 shall survive termination of a Purchase Order.

# General Terms and Conditions of Rental

## 16. Ethics, Sanctions and Export Control

16.1 Each of the Parties represents and warrants that it and its officers, directors, personnel, agents and representatives will not, directly or indirectly, in any way that relates to the Contract:

- (i) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct,
- (ii) offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment,
- (iii) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to Company or Customer, as the case may be, or improperly performing a function that relates in any way to the Contract or to Company or Customer, as the case may be.

16.2 Each the Parties represents and warrants that it will comply with all applicable Sanctions and Applicable Export Laws in its performance of the Contract.

16.3 Each of the Parties represent and warrant that neither it, any of its owners, affiliated companies, members of its board of directors, nor any of its officers are listed on a Sanctions List or owned (in whole or in part) or otherwise controlled, directly or indirectly, by any person or entity listed on a Sanctions List. A Party undertakes immediately to notify the other Party in writing should it become aware of any changes in this respect.

### 16.4 Export License

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

16.5 The Parties agree that any breach of this Clause 16 shall be considered a substantial breach of

the Contract which gives the other Party a right to terminate the Contract with immediate effect. If terminated due to breach on behalf of the Customer, Clause 13.4 applies.

## 17. Indemnity / Insurance

### 17.1 Indemnity

17.1.1 Customer shall indemnify Company Group (i.e., Company, its affiliated companies, its and their other contractors and subcontractors and the officers directors and personnel of the aforementioned of the aforementioned companies) from and against any claim concerning (a) any damage to or loss of the Equipment occurred during the Rental Period, no matter the reason, except from wear and tear, and (b) any cost, damage, loss and claim arising out of or in relation to the Equipment during the Rental Period, including but not limited to, costs, damage, loss and claim relating to personal injury to or loss of life of any personnel of the Customer Group and third parties, loss of or damage to any property of the Customer Group and third parties, pollution damage, and any consequential loss of Customer Group and Company Group. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Customer Group.

17.1.2 Subject to Clause 17.1.2, Company shall indemnify Customer Group (i.e. Customer, its customer, its affiliated companies, its and their other contractors and subcontractors and the officers directors and personnel of the aforementioned) from and against any claim concerning (a) personal injury to or loss of life of any employee of Company Group, and (b) loss of or damage to any property of Company Group, except for the Equipment during the Rental Period (liability for which is governed by Clause 17.1.1), arising out of or in connection with the Contract. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Customer Group.

17.1.3 Subject to Clause 17.1.2, Customer shall indemnify Company Group from and against any claim concerning (a) personal injury to or loss of life of any personnel of Customer Group, and (b) any consequential losses of Customer Group, including pollution, and (c) loss of or damage to any property of Customer Group, arising out of or in connection with the Contract. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Customer Group.

# General Terms and Conditions of Rental

- 17.2 Insurance

17.2.1 Customer shall at its own expense procure and maintain insurance to cover its liabilities under the Contract, including but not limited to, insurance coverage for the Equipment during the Rental Period. Customer's insurance shall state Company as co-insured, and the insurers shall waive any right of subrogation against Company. Customer shall on Company's request submit to Company evidence that all insurance required have been duly effected.
18. Applicable Law / Dispute Resolution

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

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

19. Miscellaneous

19.1 Assignment, Sub-rental  
Any attempt by a Party to assign, sub-rent, transfer, or delegate any of the rights, duties, or obligations herein to a third party without prior written consent of the other Party shall render such attempted assignment, sub-rental or transfer null and void. Company's affiliated companies shall not be considered third parties.

19.2 Waiver of Rights  
Except as where stated in the Contract, Company's or Customer's failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

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

## Additional Terms and Conditions for Contracts including Services

- A1. Parties' Representatives

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

A1.2 For the purposes of this Contract, Company's representative and other personnel shall be deemed to be agents of Company and nothing herein shall establish the relationship of master and servant as between the Customer and the Company's representative and other personnel.
- A2. Labour Provided by Customer

A2.1 Where required by the Contract or where subsequently agreed between the Parties, Customer shall provide, at its own expense, skilled and unskilled labour sufficient in quantity and sufficiently competent to undertake the relevant identified work. Such labour shall include at least one foreman who is fluent in the English language.

A2.2 Customer shall procure and maintain suitable Workman's and Employer's Liability Insurance as required by the applicable law for any labour provided by him under the Contract.

A2.3 The skilled and unskilled labour provided by the Customer or its contractors shall remain the servants and under the control of the Customer or contractors, as the case may be, but shall work to the orders and instructions of the Company's representative. The Company shall not be liable for any act, omission or negligence of such labour, except to the extent that such act or omission is as a result of the proven negligence of the Company's representative (subject always to the limitations



# General Terms and Conditions of Rental

contained in Clause 11 of the Terms and Conditions).

## A3. Facilities Provided by Customer

A3.1 The Customer shall provide the following facilities at his own expense:

A3.1.1 Adequately furnished and equipped living accommodation to European standards for use by the Company's personnel throughout their period at Site together with subsistence and other reasonable expenses of the Company's personnel.

A3.1.2 Transportation for the Company's personnel between Site and place of arrival and departure and for transportation between accommodation and Site

A3.1.3 Any special clothing for the Company's personnel that may be required for the applicable Site conditions.

A3.1.4 Except as otherwise stated in the Contract, all tools and equipment required to perform the Services, including but not limited to, hand-tools, any special tools, heavy tools, lifting equipment, craneage, scaffolding, lighting and welding sets. All such tools and equipment shall be maintained in a safe and suitable condition by the Customer and, where applicable, be fully tested.

A3.1.5 All Site security, protection and watching together with implementing the correct operating and maintenance of all safety systems, procedures and equipment.

A3.1.6 All suitable consumables required for the Services, including but not limited to, heating, gas, fuel, compressed air, electricity, lubrication materials and other sundry items.

A3.1.7 Suitable lockable storage, security and protection for all materials and equipment.

A3.1.8 Arrangement for the provision of letters of invitation to enable Company to arrange necessary visas.

A3.1.9 Permits, including work permits, licenses and approvals.

A3.2 The Customer shall be responsible for any loss or damage to tools, plant, equipment, materials and consumable stored or placed upon the Site and shall procure and maintain suitable insurance policy to cover all risks.

A3.3 Customer also undertakes to maintain the site and facilities, upon which Company's personnel may be required to enter, in a safe condition, and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and to give Company's personnel all instructions necessary. Company shall make sure that its personnel will follow all instructions reasonably made by Customer.

A3.4 Customer's failure to comply with the obligations stated in Clauses A3.1, A3.2, and A3.3 above shall entitle Company to either stop rendering its services, and/or postpone the delivery and/or ask for additional charges for the lost time of its service personnel.

## A4. Working Hours

A4.1 The applicable working hours shall be as stated in the Contract.

## A5. Time Sheets

A5.1 At the end of each week the Company's personnel shall submit time sheets to the Customer's representative, showing all hours worked, to whom they are chargeable and any other items that are reimbursable by the Customer. The Customer's representative shall sign such time sheets and return them to Company's personnel within forty-eight (48) hours of receipt. Should the Customer's representative disagree with the content of the time sheets, he shall discuss such disagreement with Company's representative within such forty-eight (48) hour period.

## A7. Areas of High Risk

A7.1 In the event that, due to the location of the Site, the Company is unable to obtain insurance cover in respect of Employers Liability, Personal Accident and/or travel under the Company's present policy for the Company's personnel, the Customer shall pay any additional required premiums that the Company may incur to provide such special insurances. However, should it not be possible for the Company to obtain such suitable insurance cover or existing cover is withdrawn during the course of the Services, the Company is hereby relieved of its obligations under the Contract and in this event, Company shall not be in breach of any obligations hereunder and Customer shall have no right of claim against Company either under the Contract or against any bank guarantee or surety given by Company.