

TERMS AND CONDITIONS FOR PURCHASE OF GOODS.

1.0 DEFINITIONS

- 1.1 "CONDITIONS" shall mean these general conditions of purchase together with any amendments thereto agreed by BUYER and SELLER.
- 1.2 "BUYER" shall mean TECHNI AS.
- 1.3 "SELLER" shall mean the person, firm or company to whom the Order is issued.
- 1.4 "COMPANY" shall mean BUYER'S Client as named in the Purchase Order.
- 1.5 "ORDER" shall mean the Purchase Order together with all documents referred to therein as varied by CHANGE ORDERS.
- 1.6 "CHANGE ORDER" shall mean an order issued pursuant to Clause 8 hereof.
- 1.7 "The WORK" shall mean the goods and/or equipment and documentation to be provided under the ORDER all as more fully set out therein and as may be amended by any CHANGE ORDER.
- 1.8 "PRICE" shall mean all sums payable to SELLER for performance of the WORK.

2.0 ACCEPTANCE OF ORDER.

- 2.1 SELLER shall acknowledge receipt of the ORDER and any CHANGE ORDER by completing and returning to BUYER, BUYER'S own acknowledgement form within five working days of receipt thereof.
- 2.2 Unless otherwise specifically agreed in writing, SELLER'S acknowledgement of the ORDER and any CHANGE ORDER, as provided in Clause 2.1, shall be deemed to constitute an acceptance of and an agreement to comply with the CONDITIONS, all other terms and conditions save those implied by common law of statute being hereby excluded. In the event that SELLER does not acknowledge the ORDER or CHANGE ORDER as herein before provided, commencement of performance of the ORDER or CHANGE ORDER shall be deemed to constitute an acceptance of the same and an agreement to comply with the Terms and CONDITIONS of the ORDER.
- 2.3 Any other Terms and CONDITIONS of purchase to which SELLER may refer and any acknowledgement other than BUYER'S own returnable acknowledgement form are expressly excluded.

3.0 QUALITY AND DESCRIPTION

- 3.1 All WORK (unless otherwise agreed in writing) shall:
 - a) Conform strictly as to quality and description with the particulars stated in the ORDER and with all statutory requirements and regulations applicable to such WORK;
 - b) be of new sound materials and workmanship;
 - c) be in strict compliance with samples, patents, drawings or specifications if any, referred to in the ORDER.
 - d) be capable of the standard of performance specified in the ORDER.
 - e) be fit for the purpose for which it is supplied under the ORDER.
confirm strictly as to quantity.

4.0 REQUIREMENTS FOR NONCONFORMING PRODUCT

The SELLER shall:
Control all nonconforming product according to relevant procedure
Notify the BYER of nonconforming product in a timely manner.
Notification includes a clear description of the nonconformity including (as necessary)

- a) Parts affected
- b) Customer part numbers
- c) Quantity
- d) Date delivered

Await written approval for nonconforming product disposition

For all process nonconformities

- Take corrective action to correct the process
- Determine the scope of the process nonconformity, is it limited to a specific case, or could it have affected other product
- Control all nonconforming product according to relevant procedure

Await written approval for nonconforming product disposition.

Notify the BYER of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain BYERS approval, and

5.0 PAYMENT

- 5.1 In consideration of the satisfactory performance of the WORK, BUYER shall pay SELLER the PRICE in the manner hereinafter provided. The making of payment shall be without prejudice to BUYER'S rights hereunder, expressed or implied, or at law, nor shall it be deemed to be acceptance of any defective WORK.
- 5.2 SELLER shall send BUYER a detailed price invoice or invoice as instructed on the ORDER clearly stating the ORDER Number, the item numbers and the settlement terms and containing all information required to be stated on a tax invoice for VAT purposes. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 5.3 Unless otherwise specified in the ORDER, payment will be made within 60 days from the end of the month in which the SELLER'S true and correct invoice is received at the BUYER'S invoicing address. Payment shall not operate as a waiver of any of the rights of BUYER under the ORDER or otherwise.
- 4.4 All payments shall be made in the currency stated in the ORDER.
- 4.5 SELLER acknowledges that except as specifically provided in the ORDER the rates and prices contained therein are sufficient to cover all its obligations whether expressed or implied under the ORDER. When the WORK or any part thereof is to be performed other than at SELLER'S premises, SELLER shall be deemed to have satisfied itself as to all local conditions and other factors as may in any way affect the performance of the WORK.
- 4.6 BUYER on behalf of itself, and where applicable the COMPANY reserves the right to audit SELLER'S charges, and BUYER and COMPANY shall for a period of 3 years from the date of delivery of the WORK have access to any detailed cost data necessary for that purpose, and be entitled to copies of such data and supporting documents and information.

6.0 ACCESS, FOR EXPEDITING, INSPECTION AND TESTING

- 6.1 BUYER, COMPANY and their representatives, expeditors and inspectors, shall at all reasonable times be granted access to any premises (including those of SELLER'S subcontractors of any material) to ensure that the performance of the WORK meets the requirements of the ORDER and to inspect and test the WORK at any time prior to acceptance or delivery whichever shall be the later.
- 6.2 BUYER or its representative shall have full power to reject any WORK that is considered to be defective or inferior in quality of materials, workmanship or design and/or not in accordance with BUYER'S specifications. Any WORK so rejected shall immediately be replaced or corrected as required by BUYER or its representative, and re-inspected and re-tested.
- 6.3 SELLER shall make available at its own expense all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the WORK (or on BUYER'S request, confirmatory re-tests), as may be required by BUYER, and when requested the WORK shall be completely assembled for such tests and at BUYER'S option shall be dismantled for inspection before despatch.
- 6.4 Where reasonably practical not less than 14 days notice shall be given to BUYER that the WORK or any part thereof is ready for inspection and/or testing.
- 6.5 Inspection, testing or acceptance of any WORK or any waiver of any rights in respect hereof by BUYER or its representatives shall not relieve SELLER from any of its obligations under the ORDER or otherwise, including without limitation, its responsibility for any defects subsequently found in materials and/or workmanship.
- 6.6 SELLER shall supply at its own expense certificates of analysis, tests, inspection or origin as may be required by BUYER or required by, law which shall in any event be delivered to BUYER no later than the WORK to which they relate.
- 6.7 SELLER shall:
 1. maintain complete records of the following:
 - all manufacturing, inspection, test, CoC, and shipping; and
 - process capability or controlled tooling, if applicable; and
 - all nonconforming material, dispositions, assignable causes, corrective and preventive actions, and effectiveness of corrective actions; and
 2. make such records available for at least three (3) years after completion of this PO or for longer periods if specified elsewhere in this PO; and
 3. maintain records of all "Work" performed and/or procured for at least seven (7) years after completion of this PO or for longer periods if specified elsewhere in this PO; and
 4. upon Buyer's request, forward records to Buyer at no additional cost, price, or fee to Buyer.

6.0 COMPLETION AND DELIVERY

- 6.1 The WORK shall be completed by the date specified in the ORDER as varied by any CHANGE ORDER.
- 6.2 SELLER shall provide as its own expense such bar charts, schedules or data as BUYER shall deem necessary from time to time during the performance of the ORDER, to ensure that the WORK will be completed by the required date(s).
- 6.3 If SELLER shall fail to commence performance of the WORK on receipt of the ORDER or if it appears to BUYER that seller may not be able to complete the work by required date or SELLER shall fail so to do, BUYER may terminate the ORDER or any part thereof in accordance with the provisions of Clause 12.
- 6.4 Any part of the WORK ready for delivery before BUYER has authorised delivery shall be stored by SELLER at its own risk and expense.

- 6.5 Delivery of the WORK shall be effected in the manner and at times specified by BUYER. If the WORK is not delivered in accordance with BUYER'S requirements, SELLER shall be responsible for any additional expense arising therefrom. Unless otherwise provided SELLER shall be responsible for and bear the cost of packaging, loading and/or carriage of the WORK.
- 6.6 SELLER shall take all necessary precautions to ensure that all WORK which is to be delivered to BUYER is packaged in a safe and sufficient manner so as to avoid damage or loss to the WORK whilst in transit and until delivered, and the packaging shall comply with all statutory requirements and/or codes of practice applicable to transit of the kind of WORK which is the subject of the ORDER.
- 6.7 To the extent that they do not conflict with the Terms and CONDITIONS of the ORDER, Incoterms (latest edition) shall apply to the ORDER.

7.0 DEFECTS AND WARRANTY

- 7.1 SELLER shall be responsible for remedying at its own expense any defects that may arise in the WORK within twenty four months from the date when the WORK has been put into service for its specified use, or thirty nine months from delivery, whichever is the later. SELLER shall guarantee for a further period of 24 months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, SELLER'S liability shall not cease merely because BUYER has been unable to give notice of the defect to SELLER within the said period. If any defects which SELLER is obliged to remedy under this Clause, are not remedied within a reasonable time or circumstances render it impracticable for SELLER to do the same, BUYER may do so itself or authorise others to do the same, and SELLER shall reimburse BUYER for all costs arising therefrom.
- 7.2 If BUYER specifies in the ORDER a required performance for completed WORK, SELLER warrants that the WORK shall attain such performance notwithstanding that BUYER has specified in the ORDER details of the manner in which, or the materials out of which, the WORK is to be constructed. BUYER is, at all times, relying on the skill and knowledge of SELLER. Should the WORK fail to attain the required performance, such failure shall be deemed to be a defect within the meaning of this Clause 7.
- 7.3 This warranty and BUYER'S remedies hereunder are in addition to BUYER'S other rights and remedies existing under the ORDER or at Law.
- 7.4 Where applicable, BUYER shall have the right to assign the benefit of this warranty to COMPANY, its successors or assignees.

8.0 CHANGES

- 8.1 SELLER shall perform any changes to the WORK required by BUYER which may include additions to, or reductions in, the quantity of WORK. When BUYER is contemplating a change, he shall give notice to SELLER in writing, who shall promptly advise BUYER in writing of its reasonable effect on PRICE and delivery date.
- 8.2 Subject to sub-clause 8.3, no change shall be accepted by BUYER and BUYER shall not be liable to make any payment therefor to SELLER, unless such change has been authorised by written instruction subsequently confirmed by CHANGE ORDER issued by BUYER'S purchasing department.
- 8.3 In the event that the parties are unable to agree the reasonable effect on PRICE and delivery date, BUYER shall nevertheless have the right to require SELLER to proceed with the CHANGE ORDER forthwith, and in default of agreement subsequently, the same shall be determined in accordance with the arbitration provisions contained in Clause 25.

9.0 ASSIGNMENT AND SUB-CONTRACTING

- 9.1 SELLER shall not assign the ORDER, (nor sub-contract any major part of the WORK), without BUYER'S prior written consent. No assignment or sub-contract, (even with BUYER'S consent), shall relieve SELLER of any of its obligations under the ORDER.
- 9.2 SELLER shall, at BUYER'S request, supply it at no extra cost with un-priced copies of all sub-contracts.
- 9.3 All applicable CONDITIONS of the ORDER shall be imposed in all subcontracts entered into by SELLER.
- 9.4 SELLER shall obtain from all its sub-contractors a guarantee in identical terms to that required from SELLER under the ORDER. Where required by BUYER, SELLER shall enforce its sub-contract guarantees for the benefit of BUYER or COMPANY or at BUYER'S discretion shall assign such guarantees to BUYER or COMPANY and assist such assignee in the enforcement thereof.

10.0 STATUTORY AND SAFETY OBLIGATIONS

- 10.1 SELLER shall comply with all relevant statutes, law, regulations, bylaws and European Union directives affecting performance of the ORDER, as well as follow good engineering practice. SELLER shall also comply with BUYER'S/COMPANY'S safety regulations.
- 10.2 SELLER shall provide BUYER in writing with such information as is necessary relating to the use of any materials and/or equipment supplied and/or used and its design, testing and use and relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.
- 10.3 SELLER shall give all notices and shall obtain all permits required to be given or obtained in SELLER'S name which may relate to the WORK and are required by any statute or regulation and shall bear all costs in connection therewith.
- 10.4 Regardless of whose responsibility it is to effect delivery to the nominated destination(s) under the terms of the ORDER, SELLER will pack, mark, label, classify and describe the goods in accordance with BUYER'S instructions and the appropriate regulations for Dangerous Cargo where applicable. SELLER acknowledges that when the goods supplied are intended to be transported for BUYER'S by a Carrier, SELLER warrants that on delivery to BUYER or its agent the goods have been accurately described, classified, packed, marked and labelled all in strict accordance with all applicable laws (whether Norwegian or Foreign) and the current edition of the relevant International Regulations (including but not limited to I.A.T.A. Restricted Articles, Hazchem, I.M.C.O

regulations) and that, where applicable the goods are in proper condition for carriage by air. Without prejudice to the generality of other provisions in these conditions, SELLER hereby indemnifies BUYER, its agents, employees and COMPANY against any and all loss, expense, damage, claim and liability suffered or incurred by the parties indemnified hereunder or any of them arising out of or in connection with SELLER'S failure to meet the requirements of such aforesaid Regulations and/or Law and/or any misstatement or omission in information concerning the goods given to BUYER and subsequently used by BUYER in completing (or having completed on its behalf) Shipper and/or appropriate Governmental Dangerous Cargo Declaration Forms. SELLER's aforesaid indemnity is given notwithstanding the contribution to such loss, claim and liability of the negligence of/or breach of statutory duty of the parties indemnified hereunder or any of them. SELLER shall confirm in writing that all Regulations as currently apply to Dangerous Goods have been complied with and SELLER shall state in full the particulars thereby required to be stated with reference to the particular type of transportation used.

11.0 BUSINESS ETICS AND SUPPLIER CODE OF CONDUCT

Supplier must be committed to the highest standards of ethics and business conduct. Supplier must comply with the law, honor commitments, act in good faith, and be accountable. Supplier must strive to maintain full compliance with all laws and regulations applicable to the operation of the business and customer relationships. Supplier must not offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone to engage in unfair business practices. Supplier will avoid involvement in activities that may be perceived as a conflict-of-interest. Supplier will respect the legitimate proprietary rights and intellectual property rights of customers and Suppliers and take proper care to protect sensitive information, including confidential, proprietary and personal information. Supplier will support product safety by ensuring robust management of special requirements, critical items and key characteristics. If there is a concern at the Supplier's premises with respect to safety during the manufacture of the product, Supplier will notify its own employees of the concern and whenever possible, mitigate the concern. Supplier will ensure that employees and people working on its behalf are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior

TECHN AS's Supplier Code of Conduct is available at www.techni.no.

12.0 COUNTERFEIT PARTS

We expect our suppliers to develop, implement, and maintain methods and processes appropriate to their products and services to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, and mark parts obsolete as appropriate.

Suppliers shall establish a defined process that prevents the receipt of counterfeit parts/materials into their inventory, their use in manufacturing and their inclusion in delivery to TECHN AS. Suppliers must have a Prevention of Counterfeit Parts Plan in place to ensure conformance to AS9100, sec 8.1.4. if the AS9100 quality level is indicated on the RFP/PO

13.0 HUMAN RIGHTS

We expect our suppliers to treat people with respect and dignity, encourage diversity and diverse opinions, promote equal opportunity for all, and help create an inclusive and ethical culture.

Human Trafficking

We expect our suppliers to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation.

Child Labor

We expect our suppliers to ensure that child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed.

14.0 SUSPENSION

- 14.1 BUYER may, by written notice, require SELLER to suspend performance of the WORK. When suspension is ordered due to any act or omission of SELLER, then SELLER shall be entitled to no additional remuneration in respect of such suspension. When suspension is ordered for reasons other than the aforesaid, SELLER shall be entitled to reimbursement for reasonable substantiated costs incurred as a result thereof. When appropriate SELLER shall be granted a reasonable extension of the delivery date to take account thereof.

15.0 TERMINATION FOR DEFAULT OR INSOLVENCY

- 15.1 In the event of any default by SELLER in performance of any of its obligations hereunder, including without limitation the attainment of delivery of completion, date, or failing to carry out the reasonable instructions of BUYER, BUYER may when such default is capable of remedy give SELLER written notice to rectify such default within the time specified therein. If SELLER shall fail to comply with the requirements of the said notice or in the event that in BUYER'S sole opinion SELLER'S default shall be incapable of remedy to BUYER'S satisfaction, BUYER shall be entitled to terminate the ORDER in whole or in part immediately by serving notice in writing on SELLER to such effect, without prejudice to any of its other rights under the ORDER or otherwise, and shall have the right to retain any WORK previously supplied under the ORDER.

- 15.2 If SELLER becomes bankrupt or insolvent or has a receiving order made against it, or compounds with its creditors, or being a corporation, commences to be wound up, or carries on business under a receiver for the benefit of creditors, BUYER shall have the right to terminate the ORDER forthwith by serving notice in writing to such effect on SELLER or on the liquidator, receiver, or on anyone in whom the ORDER may become vested, without prejudice to the existing rights and obligations of SELLER and BUYER.
- 15.3 Without prejudice to BUYER'S other rights on termination of the ORDER, BUYER shall be entitled to enter SELLER'S premises or any place where the WORK is situated and take possession of the whole or any part of the Work and remove the same, and title therefor (in so far as the same shall not already be vested in BUYER) shall forthwith vest in BUYER

16.0 TERMINATION FOR BUYER'S CONVENIENCE

- 16.1 BUYER shall be entitled at any time to terminate the ORDER in whole or in part by serving notice in writing on SELLER to such effect and SELLER shall cease all performance hereunder unless and to the extent otherwise provided in the notice of termination. In such event, BUYER shall make payment to SELLER (as full and final settlement of all claims which SELLER may otherwise have had against BUYER as a result of such termination), for all WORK satisfactorily performed up to the date of termination (which shall include all goods and materials which shall have been procured properly by SELLER for incorporation in the WORK) and reasonable cancellation charges on sub-contracts properly placed for performance of the WORK. Title in all WORK including goods and materials for which SELLER shall have been or shall be paid shall pass forthwith to BUYER.
- 16.2 SELLER acknowledges its obligations to take all reasonable steps to mitigate liabilities arising from such termination.

17.0 TITLE AND RISK

- 14.1 Title in the WORK shall pass to BUYER on either: -
- payment for the WORK (when title shall pass in proportion to the payments made therefor) or;
 - acceptance of the WORK by BUYER or COMPANY at the specified delivery point, whichever occurs first.
- 14.2 Notwithstanding passage of title (in whole or in part) on the occurrence of (a) above, risk shall remain with SELLER until delivery or acceptance of the WORK by BUYER or COMPANY in accordance with the provisions of the ORDER whichever shall be the later.
- 14.3 All materials or equipment to be incorporated in the WORK the title of which has passed to BUYER shall be clearly marked as BUYER'S property and shall be stored separately from SELLER'S property.
- 14.4 Any material, equipment or document supplied by BUYER shall at all times remain the sole and unencumbered property of BUYER and shall not be used by the SELLER for any other purpose other than for the WORK and in accordance with the relevant Specification therefor.

18.0 INDEMNITIES

- 18.1 SELLER shall indemnify and hold harmless BUYER and COMPANY against any action, liability, cost or expense whatsoever arising by reason of:
- the breach of any provisions of Clause 3 or 10 of the CONDITIONS;
 - any infringement or alleged infringement of any letters patents, registered design, copyright or trade mark relating to the performance of the WORK, provided that this indemnity shall not apply in respect of an infringement arising as the result of the correct use by SELLER of a design supplied by BUYER or COMPANY.
 - injury, loss or damage to person or damage to persons or property caused or contributed to by the negligence or breach of duty of SELLER, its servants, sub-contractors or agents, or by SELLER'S faulty design, workmanship or materials or unsuitable personnel equipment or tools (except where the injury, loss or damage is caused by the sole negligent act or omission of BUYER).
 - All injury to or death of SELLER'S its sub-contractors' and suppliers' personnel and/or loss of or damage to SELLER'S and its sub-contractors' and suppliers' property arising out, or in consequence, of the performance of this ORDER irrespective of the negligence or breach of duty of any of the indemnified parties;
 - all consequential or indirect losses (whether or not foreseeable at the date hereof) incurred by SELLER, its sub-contractor and/or suppliers irrespective of the negligence or breach of duty of any of the indemnified parties;
 - a lien, charge or other encumbrance levied against SELLER on any material, equipment or documents forming part of the WORK.

19.0 FORCE MAJEURE

- 19.1 Where either party is unable to perform the ORDER in the time specified by reason of unforeseen circumstances beyond their reasonable control and whose effects they could not have avoided and cannot be overcome by the use of reasonable diligence and foresight they shall be entitled to reasonable extension of time for performance.
- 19.2 In any such event the party concerned should immediately notify the other party in writing and estimate how long their circumstances are likely to continue.
- 19.3 The party concerned shall take all reasonable steps to avoid further or consequential delay and to proceed with the due performance of the ORDER.

20.0 LIENS AND CLAIMS

- 20.1 SELLER agrees to pay, discharge and hold BUYER harmless from all liens, claims (including legal fees and other expenses incidental thereto, whether groundless or not), judgements and awards which may arise out of or in connection with this ORDER. SELLER shall at BUYER'S request, furnish proof satisfactory to BUYER that all such liens, claims, suits, judgements and awards have been satisfied or released. BUYER shall also have the right to make

payment direct to any such licence or claimant and such payments shall be reimbursed by SELLER on demand.

20.2 SELLER agrees to waive any right to exercise a lien to make a claim or seek a judgement or award against the WORK or any part thereof at any time and acknowledges that its sole right in the event of any failure by BUYER to perform any of its obligations under the ORDER is to seek financial relief in respect thereof.

20.3 SELLER shall if and when required by BUYER (irrespective of whether SELLER shall have been paid for the WORK or any part thereof) provide a certificate to the effect that SELLER waives any lien on the WORK or the right to make any claim or seek any judgement or award against the WORK, or any part thereof.

21.0 FREE ISSUE MATERIALS

21.1 Where BUYER provides free issue materials for incorporation in the WORK, such materials shall remain the property of BUYER but shall become at the risk of SELLER and shall so remain until delivery to or acceptance of the WORK by BUYER in accordance with the provisions of the ORDER whichever shall be the later.

21.2 SELLER shall use such materials economically and any surplus shall be accounted for to BUYER and disposed of in accordance with BUYER'S instructions. Waste, loss of or damage to such materials arising from bad workmanship or failure of SELLER to maintain such materials in good order and condition shall be made good at SELLER'S expense, replacements thereof to be of equivalent quality and specification and subject to BUYER'S approval.

19.0 DRAWINGS *(Where Applicable)*

19.1 SELLER shall prepare at it's own expense and submit to BUYER such drawings as BUYER may require. BUYER shall have the right to review or approve all drawings but such review or approval shall not relieve SELLER or any of its responsibilities under the ORDER. Drawings shall not be departed from without BUYER'S written instructions.

20.0 PATENTS AND OTHER PROPRIETARY RIGHTS

20.1 Title to, access to, copyright in, the right to possession of and free use of all things created under or arising out of the WORK shall vest in BUYER immediately upon date of commencement of the WORK or creation of the article or document as applicable.

20.2 BUYER shall have the sole right to seek patents on any item or idea arising out of the WORK.

21.0 CONFIDENTIAL INFORMATION

21.1 SELLER shall, and shall oblige its officers, employees, sub-contractor and agents to maintain full secrecy and confidentiality on all matters not in the public domain concerning or arising from the ORDER or the tendering thereof.

21.2 Notwithstanding 21.1, where the WORK is performed to drawings, specifications or designs provided by BUYER, SELLER shall perform the WORK exclusively for BUYER. SELLER shall be entitled to disclose to any sub-contractor any detail and information from such drawings, specifications or designs, provided that such disclosure is necessary wholly and exclusively for the performance of the WORK, but only after the obligations of Clause 9.0 have been fulfilled.

22.0 TAXES

22.1 SELLER shall be responsible for all taxes, fees, duties and the like related to the performance of the WORK and shall indemnify BUYER and COMPANY against all liabilities and associated costs and expenses which may be incurred in connection therewith.

23.0 LANGUAGE

23.1 All documentation provided by SELLER or its sub-contractors in connection with this ORDER shall be in the English Language.

24.0 NOTICES

24.1 Notices shall be validly given if sent by recorded post to the addresses stated by the parties on the ORDER or to any address subsequently notified in writing by one party to the other.

25.0 ARBITRATION AND JURISDICTION

25.1 Any dispute or difference of any kind whatsoever, which shall arise between BUYER and SELLER in connection with the ORDER shall, if not settled by agreement between the parties, be settled by reference to a jointly agreed Arbitration Authority whose findings shall be binding. If such agreement is not possible and reference is made to the Courts then such action shall be instigated within the jurisdiction of the country in which the respondent carries out his main business. Any dispute or difference of any kind whatsoever shall be governed by Norwegian law.

25.2 Notwithstanding any dispute or difference and unless the ORDER shall be terminated, both parties shall continue with the due performance of the ORDER.

26.0 SURVIVAL OF TERMS AND CONDITIONS

26.1 Notwithstanding any other provision of this ORDER the following clauses shall survive early termination or completion of the ORDER:

- Clause 4.6 - Audit
- Clause 10.0 - Statutory and Safety Obligations
- Clause 14.0 - Title and Risk
- Clause 15.0 - Indemnities
- Clause 21.0 - Confidential Information
- Clause 22.2 - Taxes
- Clause 25.0 - Arbitration

27.0 ENTIRETY

27.1 The ORDER and documents made a part hereof by express reference constitute the entire agreement between the parties and supersede all prior agreements and understandings written or oral.

27.2 Should any error, omission deficiency, ambiguity or contradiction occur within or between the various parts of the ORDER documentation or between the said documentation and any applicable code, law or statutory regulations. SELLER shall immediately and in writing bring the same to the attention of BUYER and shall not proceed or continue with the performance of SELLER'S obligation(s) thereby affected until the written clarification from BUYER has been obtained. Any and all additional costs incurred by either party as a result of the failure of SELLER to notify BUYER as aforesaid shall solely be to the account of and be indemnified by SELLER.

28.0 REVISION HISTORY

Rev	Date	Summary of change	Originator	Approve
01	27.10.2017	Initial issue		
02	11.01.2019	Updated on Ethics and Counterfeit parts		