



CONDITIONS OF CONTRACT MINOR SERVICES AND GOODS

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1 GENERAL PROVISIONS

These general terms and conditions may form part of and be included in a frame agreement or used by Company for a separate purchase order detached from any frame agreement.

By accepting the applicable Purchase Order, and /or by performing any obligations there under, and/or if the Purchase Order is issued under a frame agreement, the Contractor agrees to comply fully with these General Terms and Conditions for the delivery of Work as set forth in this document. Acceptance of the applicable Purchase Order expressly implies that the Contractor has acknowledged that the terms and conditions of the Purchase Order and these General Terms and Conditions shall prevail over any other terms and conditions referred to or enclosed by the Contractor. Acceptance by the Company of the delivery of Work under the applicable Purchase Order shall not constitute agreement to any other terms and conditions referred to or enclosed by the Contractor.

2 DEFINITIONS

“Affiliates” means a parent company of one of the Parties to the Contract or any company which, according to the Norwegian Public Limited Company Act (Allmennaksjeloven) Section 1-3, shall be regarded as a subsidiary of the parent company or of a Party.

“Company” means DEA Norge AS

“Contractor” means the supplier of Work under the Purchase Order

“Day” means a consecutive calendar day unless otherwise stated.

“Parties” means the Company and the Contractor collectively.

“Party” in singular form means the Company or the Contractor as the case may be.

“Price” means the amount to be paid to the Contractor for the Work performed in accordance with the Purchase Order.

“Purchase Order” means an order from Company to Contractor for delivery of Work in accordance with these terms and conditions.

“Work” means all services, goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor in accordance with the Purchase Order.

3 PURCHASE ORDER CONFIRMATION

The Contractor shall confirm the Purchase Order immediately, and not later than 5 days after receipt of the Purchase Order. The Purchase Order confirmation shall state the Price and the time and place of delivery.

4 DELIVERY

4.1 General

All Work shall be delivered in accordance with the above and as described in the Purchase Order.

4.2 Partial delivery

Contractor is not entitled to make partial delivery of Work unless otherwise specified in the Purchase Order.

4.3 Incoterms

Unless otherwise stated in the Purchase Order, the goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor in accordance with the Purchase Order shall be delivered according to Incoterms 2015, DDP (Delivered Duty Paid).

4.4 Packing and Marking

All Goods shall be packed with standard packing materials from the Contractor and the Contractor's vendors for adequate protection. All packing and marking shall be made in accordance with the ISPS code.

Proforma Invoice or copy of original invoice and packing list shall follow the Goods during transportation.

All Goods shall be marked with the Company's Purchase Order number and delivery address.

4.5 Export controls

The Contractor shall comply with any export/re-export regulations in force in the Contractor's country or the country of origin.

The Contractor shall notify the Company if the Goods are subject to export restrictions and, at the request of the Company, give a written statement as to which export restrictions apply and whether a (re-) export licence is required for the country of destination in question.

The Contractor shall indemnify the Company for any breach of export controls regulations in the Contractor's country or the country of origin caused by the Contractor's circumstances or by insufficient information from the Contractor

4.6 Title to goods

If payment in advance is made, title to the goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor in accordance with the Purchase Order shall pass to the Company upon the earlier of payment or delivery.

Notwithstanding any earlier transfer of title in accordance with the above, the Contractor shall carry the risk for the goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor until they are delivered in accordance with the terms of delivery as set out in Section 4.2.

If title in accordance with the above passes prior to delivery, all goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor shall be marked as the Company's property and kept separate from property belonging to the Contractor or third parties.

5 DELAYED DELIVERY

5.1 Notification of delays

A delay has occurred if any part of the Work is not delivered or completed in accordance with the agreed schedule.

If the Contractor has reason to believe that any part of the delivery may be delayed, he shall notify the Company promptly thereof. The Contractor shall, without undue delay, and no later than 5 days after such notification, inform the Company in writing about the cause of the delay, the estimated effect on the agreed time of delivery and proposed remedial actions to avoid or reduce the delay.

5.2 Liquidated Damages

In the case of a delay that is not due to the Company, the Contractor shall, unless otherwise stated elsewhere in the Purchase Order including appendices thereto, pay liquidated damages of 2,5 % of the total Purchase Order price per day for the duration of the delay. However, this penalty shall not exceed 50 % of the total Purchase Order value.

5.3 Cancellation of order and compensation

If delayed delivery exceeds 20 Days, or if it becomes evident that delivery will be delayed by more than 20 Days, or the delay is caused by gross negligence or wilful misconduct by the Contractor, the Company shall have the option to i) cancel the order or part of the order without compensation to Contractor; and ii) claim compensation for all direct and indirect costs and losses arising from any delayed Work.

6 WARRANTIES, DEFECTS NOTICE OF DEFECTS AND REMEDIES

6.1 Warranty

The Contractor warrants that the delivered Work complies with the requirements described in the Purchase Order or other agreed specifications, drawings, etc.

The Contractor warrants that the delivered Work is free from faults and defects of any kind, and that work performed by Contractor, is in accordance with the specifications of the Purchase Order.

Contractor is responsible for all deliveries of any of its sub contractors as if it was made by Contractor.

6.2 Warranty Period

The warranty period is minimum 24 months from delivery. In particular, for repaired or replaced Work, the warranty period shall be extended by another minimum 24 months from the completion of the repair or replacement.

6.3 Remedies

a) Repair or redelivery

If a defect occurs during the warranty period, the Company shall without undue delay notify the Contractor thereof, and the Contractor shall, at his own costs, without undue delay repair, re-perform or replace the defective Work.

b) Compensation of costs for failed correction

If the Contractor fails to remedy a defect as set forth above, the Company is entitled to carry out by itself or by third parties all work which is considered necessary for remedy of the defect, at Contractor's cost. The Contractor shall be promptly notified by the Company if third parties are engaged to remedy the defects.

The Company shall be entitled to withhold as much compensation in respect of the Work as justified to compensate for the effect of the defect.

c) Price reduction or termination

If defects are not fully remedied within reasonable time, the Company is entitled to a proportionate reduction in the price payable by the Company, or to terminate the Purchase Order.

d) Compensation

The Company can claim compensation for all direct and indirect costs and losses arising from any delivery of defective Work. Such compensation shall not exceed the total Purchase Order value.

7 INVOICING AND PAYMENT

The invoice shall include the Purchase Order number and name of person issuing the Purchase Order. Such invoice shall be submitted to Company within 3 months after completion of the relevant delivery. If Contractor fails to do so, Company shall not be obligated to remunerate the invoice. All item lines in the Purchase Order shall be clearly identified. The Company reserves the right to return invoices which do not meet these requirements to the Contractor.

The Company shall pay the invoice within 45 days receiving a correct invoice.

8 CHANGES TO THE PURCHASE ORDER

The Company is entitled to order variations to the Purchase Order, and the Contractor shall implement such variations without undue delay, even if the effects of the variation order on costs and delivery schedule have not been agreed.

Such variations may include increase or reduction of the scope of supply, provided that such variations are within what the Parties could reasonably expect when entering into the Purchase Order.

All of the Contractor's obligations under the Purchase Order and these General Terms and Conditions shall apply to any variation orders. The variations shall be formalised by a written revision to the Purchase Order. The price of the variation shall reflect the price level of the original Purchase Order.

9 TERMINATION

Company shall have the right to cancel a Purchase Order or parts thereof at its sole discretion with immediate effect by notice to Contractor.

In the event of cancellation, Contractor shall only be entitled to compensation for the part of the Work performed in accordance with the Purchase Order prior to such notice of cancellation.

10 FORCE MAJEURE

Neither of the Parties shall be considered in breach of an obligation under the Purchase Order to the extent the Party can establish that fulfilment of the obligation has been prevented by Force Majeure.

The term Force Majeure shall for the purpose of a Purchase Order mean an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of accepting the Purchase Order.

11 CONFIDENTIALITY

Contractor shall keep confidential all information related to a Purchase Order and all information received from Company and all information arising out of the Purchase Order.

Information, drawings and documents which Contractor received from Company may not be used for any other purpose than for the performance of the Work. Such information received by Contractor may not without the prior written consent of the Company, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

12 PATENT AND INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

All information submitted in relation to the applicable Purchase Order shall remain the property of the submitting Party.

The delivery and payment of Work includes all patent and licence fees and similar arising in connection with the Contractor's work and supplies.

The Contractor warrants that no part of the Work or the use of any part of the Work conflict with any patent rights or other intellectual property rights belonging to third parties. The Contractor shall indemnify the Company from any claim by third parties for infringement of said rights.

13 LIABILITY AND INDEMNITY

The Contractor shall hold the Company and its Affiliates harmless from all damages and liabilities that arise in relation to the Contractor's delivery of Work.

The Contractor is solely liable for all losses, expenses and claims for death of or injury to personnel of the Contractor, its Affiliates and its subcontractors, and for damage to or loss of property owned and controlled by the Contractor, its Affiliates and its subcontractors of any tier, arising out of or in any way connected with the performance of the Purchase Order, howsoever caused. The Contractor shall indemnify and hold the Company and its Affiliates harmless from and against such losses, expenses and claims including legal fees.

Under no circumstances, whether by reason of breach of the Contract or by reason of any negligence of the Company and/or its Affiliates or the Contractor, its Affiliates and/or its subcontractors of any tier, shall the Company and/or its Affiliates be liable for consequential loss suffered by the Contractor, its Affiliates and/or its subcontractors including loss of profit, loss of use, loss of production and loss of contracts.

14 CODE OF CONDUCT

Contractor represents and warrants that he has read, understood and will comply with the at all times applicable Company Code of Conduct, the most recent of which can be found at the following link:

www.dea-group.com/en/about-dea/compliance

15 GOVERNING LAW AND DISPUTES

This Purchase Order shall be governed by and construed in accordance with Norwegian law.

Disputes arising in connection with the Purchase Order and which are not resolved by mutual agreement shall be settled by ordinary court proceedings before Stavanger District Court, Norway.