

General Conditions for Major Purchases of Goods and Services for ALIGN

1 GENERAL PROVISIONS

1.1 These General Conditions for Major Purchases shall apply unless otherwise agreed in writing between the parties.

1.2 Definitions:

BUYER: The company stated as such in the Purchase Order Form or its successors or permitted assigns.

PURCHASE ORDER: A contract document for the specific WORK. The PURCHASE ORDER includes a Purchase Order Form (hereinafter referred to as "Purchase Order Form") setting out any special conditions, these General Conditions of Major Purchases and all appendices.

PURCHASE ORDER PRICE: The total price specified in the Purchase Order Form subject to adjustment in accordance with Clause 12 only and which shall constitute full compensation to SELLER for the WORK, including all costs, expenses, taxes (including VAT), duties, fees or charges of any kind incurred by or levied on SELLER related to the performance of the PURCHASE ORDER and for fulfilling all of its obligations under the PURCHASE ORDER.

DELIVERY DATE(S): The date of SELLER's delivery of the WORK according to the PURCHASE ORDER.

COMPLETION: The date of issue of BUYER's written acceptance of SELLER's delivery, in which BUYER confirms that SELLER's delivery of all GOODS, SERVICES and DRAWINGS as described in the PURCHASE ORDER is complete and in accordance with the requirements of the PURCHASE ORDER. Such acceptance does not relieve SELLER of any guarantee obligations or other obligations stated in the PURCHASE ORDER.

DRAWINGS: Drawings, documentation, calculations, certificates and all other technical documentation to be supplied by the SELLER under the PURCHASE ORDER.

GOODS: All goods to be delivered by SELLER pursuant to the PURCHASE ORDER.

SELLER: The company or person stated as such in the Purchase Order Form or its successors or permitted assigns.

SERVICES: All services to be performed by SELLER pursuant to the PURCHASE ORDER.

WORK: SERVICES to be performed and/or GOODS to be delivered by SELLER pursuant to the PURCHASE ORDER, including the provision of DRAWINGS.

1.3 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 Form including any special conditions, b) these general conditions for major purchases, c) appendices in the order they are listed, unless stated otherwise.

2 STATUS OF PURCHASE ORDER

2.1 The PURCHASE ORDER constitutes the entire agreement between the parties and supersedes all prior agreements, promises, correspondence, discussions, representations and understandings, except those expressly set forth in these General Conditions for Major Purchases.

2.2 Other conditions shall not apply to the PURCHASE ORDER unless BUYER has accepted these in writing.

3 CONFIRMATION OF PURCHASE ORDER

3.1 SELLER shall confirm the PURCHASE ORDER by signing BUYER's Purchase Order Form and returning it to BUYER. If the signed Purchase Order Form is received by BUYER later than 14 days after the date on the Purchase Order Form, BUYER is not bound by the PURCHASE ORDER and may terminate it without SELLER being entitled to claim any compensation due to such termination.

4 GENERAL OBLIGATIONS OF SELLER

- 4.1 SELLER shall prepare and supply the DRAWINGS and shall manufacture, supply and deliver the GOODS and perform the SERVICES strictly in accordance with the terms of or necessarily implied in the PURCHASE ORDER and, with respect to the GOODS, in accordance with the DRAWINGS furnished by SELLER and accepted by BUYER. Acceptance of DRAWINGS by BUYER shall not relieve SELLER of his contractual responsibilities.
- 4.2 SELLER shall ensure that the WORK is performed on the basis of the DRAWINGS, specifications, in accordance with international standards of good workmanship, and in compliance with applicable laws and regulations where the work is performed, in BUYER'S country and in any country stated in the PURCHASE ORDER where the GOODS are intended to be used. Where it is made known to SELLER that the WORK is required for any particular purpose, SELLER warrants that it will be fit for such purpose.
- 4.3 SELLER shall search for defects, discrepancies and inconsistencies ("errors") in the drawings, specifications and other documents or data programs submitted by BUYER. SELLER shall without undue delay notify BUYER of any such "errors" discovered. If SELLER does not notify BUYER of an "error" that he has discovered, or ought to have discovered by such examinations, and as a result, BUYER incurs direct extra costs which are not covered by insurance, or loses rights or guarantees, then all such direct extra costs caused by the late discovery shall be borne by SELLER.
- 4.4 All GOODS shall be new and shall be designed and manufactured in accordance with the latest issue (unless otherwise stated in the PURCHASE ORDER) of the standards and codes of practice detailed in the specifications or, if none are detailed, in accordance with the latest applicable standards and codes of practice of the industry concerned.
- 4.5 SELLER shall have a certified quality system as defined in the ISO 9000 series of standards, or a system of equal standard pre-approved by BUYER, suitable for the WORK to be performed.
- 4.6 SELLER shall have a documented, implemented and auditable Health, Safety and Environment (HSE) management system for the WORK to be performed according to applicable laws and regulations where the WORK is performed. SELLER'S HSE management system shall have a level of standard that enables SELLER to seek the fulfilment of BUYER'S HSE philosophy, policy, and targets..
- 4.7 BUYER shall have the right to perform quality audits of the SELLER'S HSE management system. SELLER shall immediately and not later than twenty four (24) hours, notify BUYER of all fatal or severe incidents occurring and directly related to the performance of the WORK.
- 4.8 SELLER shall not sub-contract any major part of the PURCHASE ORDER unless BUYER has given approval in writing. Sub-contracting shall not relieve SELLER of its responsibility for the whole of the WORK and for the timely execution hereof and SELLER shall be responsible for the acts, defaults and neglects of its sub-contractors as fully as if they were the acts, defaults and neglects of SELLER.
- 4.9 SELLER shall ensure that all subcontractors involved in the performance of the WORK are bound by terms that are substantially similar to those set out in these general conditions of purchase.

5 RIGHT TO INFORMATION

- 5.1 BUYER is entitled to obtain all necessary information from SELLER relevant for the PURCHASE ORDER, i.e. satisfactory progress reports, information relating to sub-contractors, etc. at no extra cost.
- 5.2 SELLER shall permit BUYER or BUYER's clients or sub-contractors to carry out such inspections as BUYER deems to be necessary at BUYER'S premises or at the premises of SELLER's supplier. Inspections carried out by BUYER or BUYER's consultants, or approval of documents by BUYER, shall not relieve SELLER of its contractual responsibilities.

6 PURCHASE ORDER PRICE

- 6.1 The PURCHASE ORDER PRICE stated in the Purchase Order Form is fixed and valid until COMPLETION.
- 6.2 In the case of deliveries on a reimbursable basis, payment will become due according to Clause 7 when BUYER has accepted the WORK and associated documentation.

7 TERMS OF PAYMENT/SECURITY

- 7.1 BUYER shall make payment within 60 days following the receipt of a correct invoice, provided that SELLER's obligations under the PURCHASE ORDER have been fulfilled. BUYER may withhold any insufficiently documented amounts.
- 7.2 If SELLER delivers earlier than agreed, the starting point for calculations of the payment date shall be the agreed DELIVERY DATE.
- 7.3 No payment of, or on account of, the PURCHASE ORDER PRICE shall constitute any admission by BUYER as to the performance by SELLER under the PURCHASE ORDER.
- 7.4 Any interest on overdue payment shall be payable in accordance with Norwegian Act – Interest on overdue payment (Forsinkelsesrenteloven), however at the rate of NIBOR one month plus one per cent.
- 7.5 If advance payments are agreed upon, SELLER shall provide an on demand guarantee issued by a bank and in a format acceptable to the BUYER for a corresponding amount valid until COMPLETION.
- 7.6 BUYER is entitled to deduct from or set-off against any money due or which becomes due from it to SELLER under the PURCHASE ORDER or otherwise, any money due to it from SELLER, whether such sum(s) are due by reimbursement, indemnity or otherwise, or to recover such sum(s) as a debt, or to draw such sum(s) from any applicable bank guarantee furnished by SELLER.
- 7.7 All invoices submitted by SELLER shall contain all information and supporting documentation that BUYER deems necessary for evaluating the claim in the invoice.
- 7.8 SELLER shall submit a final invoice (final account) within 60 days after COMPLETION. The final invoice shall include all claims to be made by SELLER pursuant to the PURCHASE ORDER. Claims not included in the final invoice can not be submitted later by SELLER.
- 7.9 If requested by BUYER, SELLER shall at its own cost provide an on-demand guarantee from a bank or such other guarantee institution approved by BUYER. The guarantee shall be provided to BUYER prior to submission of the first invoice. The guarantee shall amount to 10% of the PURCHASE ORDER PRICE. The guarantee shall be valid for its full amount until the expiry of the guarantee period stated in Clause 16.4.
- 7.10 If SELLER is a subsidiary of another company, SELLER shall, if requested by BUYER, at its own cost, provide a parent company guarantee with wording acceptable to BUYER from its ultimate parent company guaranteeing SELLER'S performance under the PURCHASE ORDER. The parent company guarantee shall be provided at the same time of signing of the Purchase Order Form and be valid until expiry of the guarantee period stated in Clause 16.4.

8 TERMS OF DELIVERY/SHIPPING INSTRUCTIONS/PACKING LISTS/INVOICES

- 8.1 Incoterms 2010 shall apply for the agreed terms of delivery, and delivery shall be FCA SELLER'S'S premises unless otherwise stated in the PURCHASE ORDER.
- 8.2 SELLER shall test the GOODS prior to delivery in accordance with the requirements in the PURCHASE ORDER. In due time before the tests are scheduled to be performed SELLER shall inform BUYER when the tests are scheduled. The GOODS and/or the WORK is ready for delivery when relevant testing have been passed. SELLER shall not deliver the WORK before receiving a release in writing from BUYER. If SELLER wishes to deliver the WORK (or part thereof) before receiving such release, it shall obtain the written consent of BUYER before so doing.
- 8.3 Partial deliveries shall not be accepted and cannot be considered as a partial fulfilment of SELLER'S obligations unless accepted in writing in advance by BUYER.
- 8.4 SELLER shall promptly make good, at his own cost, any loss or damage, howsoever caused, to the GOODS before the risk has passed to BUYER.
- 8.5 If BUYER is responsible for the transportation, SELLER shall in good time prior to dispatch, request dispatch instructions from BUYER. If SELLER is responsible for the transportation, he shall as soon as possible, and not later than the date of dispatch, send an advice note advising of dispatch so that BUYER may make preparations for receipt of the GOODS.
- 8.6 Packing lists/advice notes/invoices etc. shall only relate to one Purchase Order Form and shall be duly marked with Purchase Order Form number and part number(s) and other information required by the PURCHASE

ORDER. Packing lists/advice notes and invoices shall be completed so that each item corresponds to the Purchase Order Form with respect to item number, part number, GOODS description and specification.

- 8.7 All GOODS shall be duly marked with BUYER part number and in accordance with packing lists and instructions stated in the PURCHASE ORDER. If the consignment consists of more than one package, each package shall contain a detailed list of contents.
- 8.8 SELLER shall submit to BUYER one original invoice or electronically to fakturamottak.energiveien@align.no. Invoices must be marked with BUYER's Purchase Order Form number.
- 8.9 For all deliveries, the GOODS and packing lists/advice notes shall be duly marked with the gross weight.
- 8.10 SELLER shall comply with all applicable legislation and regulations regarding the marking of hazardous material.
- 8.11 Invoices which do not comply with the conditions in this Clause will be returned by BUYER.
- 8.12 Any certificates and other documents specified in the PURCHASE ORDER shall be delivered together with the GOODS, duly marked as so with project name and applicable PURCHASE ORDER number.
- 8.13 Delivery of DRAWINGS prior to COMPLETION, as requested in PURCHASE ORDER shall be carried out as instructed by BUYERS Document Control Dept. DRAWINGS are considered to be a part of the delivery and invoices will not be paid until all DRAWINGS have been received and accepted by BUYER.

9 CERTIFICATE OF ORIGIN/CUSTOMS INVOICE

- 9.1 BUYER, or any third party specified by BUYER, shall upon request be supplied with a certificate of origin and custom invoices for the GOODS.
- 9.2 Costs incurred by BUYER due to lack of certificate of origin or customs invoices shall be charged to SELLER and deducted from the PURCHASE ORDER PRICE.

10 TITLE/FREE ISSUE OF MATERIALS

- 10.1 All completed GOODS, and all materials intended for incorporation into the GOODS, shall as soon as they arrive on SELLER's premises be marked as BUYER's property, but remain at the SELLER's risk subject to Clause 8.4.
- 10.2 All DRAWINGS issued by BUYER in connection with the PURCHASE ORDER shall be the property of BUYER.
- 10.3 If BUYER issues materials free of charge to SELLER to be incorporated into the GOODS such materials shall be the property of BUYER and SELLER shall have the care of such materials and maintain them in good order and condition and will use them solely in connection with the PURCHASE ORDER. SELLER shall keep all such DRAWINGS and materials apart from its other goods and materials. Loss or waste of, or damage to, such materials while they are in the care of SELLER shall promptly be made good by SELLER, at SELLER's cost.
- 10.4 Upon receipt of materials from BUYER, SELLER shall confirm the receipt within 24 hours by submitting a copy of the packing list to BUYER. Upon receipt of materials, SELLER shall immediately perform a visual examination and shall, as soon as possible notify BUYER of any "errors" discovered by such examination. SELLER shall without undue delay notify BUYER of any such "errors" discovered. If SELLER does not notify BUYER of an "error" that he has discovered, or ought to have discovered by such examinations, and as a result, BUYER incurs direct extra costs which are not covered by insurance, or loses rights or guarantees, then all such direct extra costs caused by the late discovery shall be borne by SELLER.
- 10.5 SELLER shall not permit the creation of and shall promptly discharge any lien, charge or other encumbrance created in or over the GOODS or DRAWINGS and shall not enter into any agreement with any third party which shall prevent BUYER acquiring clean title thereto. SELLER shall indemnify BUYER against any costs and expenses (including legal fees) incurred by it as a result of any breach of this Clause by SELLER.

11 DELIVERY, ACCEPTANCE AND DELAY

- 11.1 Delivery of the WORK shall take place according to the agreed DELIVERY DATE(S). BUYER has in all cases the right to demand delivery of the WORK upon payment of the outstanding amount due to SELLER under the PURCHASE ORDER.

11.2 As soon as SELLER believes, or has reasons for suspecting that the delivery will be delayed, SELLER shall immediately notify BUYER in writing of the delay and the cause thereof. SELLER shall implement all necessary actions and bear all costs incurred to minimise the delay unless the delay is caused by BUYER. SELLER shall furthermore inform BUYER of the measures he will initiate in order to minimize the delay.

11.3 SELLER shall respond in writing to all delivery queries from BUYER.

12 CHANGES TO THE WORK

12.1 BUYER has the right to order such changes to the WORK as in BUYER's opinion are desirable. Changes may include an increase or decrease in the quantity, character, quality, kind of execution of the WORK as well as changes to the DELIVERY DATE(S). Changes to the WORK shall be ordered through change orders.

12.2 The effects of a change on the DELIVERY DATES shall be agreed in each change, and shall also include for any possible claim or consequences on any other parts of the work under the PURCHASE ORDER.

12.3 SELLER shall implement a change order immediately, and if requested by BUYER, even if the effects on the PURCHASE ORDER PRICE are not agreed.

12.4 Before BUYER issues a change order, he may require SELLER to, free of charge, and within 10 days, submit a written confirmation containing a description of the effects the change will have on the PURCHASE ORDER PRICE, DELIVERY DATE(S), and technical specification. The request for a description of the effects of a the change does not constitute a change order, and SELLER shall not initiate the changed work until BUYER has specifically instructed SELLER to start the work in writing by a change order.

12.5 If SELLER finds that a change is required, BUYER shall be notified in writing within 10 days after SELLER discovered or ought to have discovered the situation initiating the request for change. Changes shall be approved by BUYER in a change order before SELLER initiates the changed work. If SELLER fails to raise a request for change within the said time limit, the work covered in the change request shall be deemed included in original scope of work.

12.6 If SELLER finds that a change is required, but BUYER considers that the work is part of the scope of work, BUYER shall instruct the SELLER by a change order to perform the work and shall state in the change order that the work described therein is disputed. BUYER'S obligation to pay for the work shall be determined in accordance with Clause 24 below.

12.7 BUYER'S compensation for changes shall be based on agreed rates in the PURCHASE ORDER, and if applicable rates are not provided, the compensation shall be based on the general price level in the PURCHASE ORDER. If a change entails cost saving for SELLER, BUYER shall be credited accordingly.

12.8 SELLER shall implement a change without awaiting the final outcome of the dispute, and disagreement as to compensation payable for a change shall not entitle SELLER to withhold his delivery.

12.9 Buyer shall pay the undisputed amount in the event of disagreement as to whether or not a change request raised by SELLER is a change (or part of the original scope of work) that justifies an adjustments of the PURCHASE ORDER PRICE or disagreement between the parties on the effects of a change on the PURCHASE ORDER PRICE.

12.10 In case of disagreements between the parties on the effects of a change on the PURCHASE ORDER PRICE or the DELIVERY DATE, SELLER shall maintain separate accounts for all costs and schedule effects incurred as a consequence of the change and the parties shall hold meetings regularly to discuss the costs incurred.

12.11 The compensation paid by BUYER for a change shall be considered final unless the SELLER within 6 months after the issue of the change order by BUYER has started arbitration proceedings and claimed additional compensation in accordance with Clause 24 below.

13 SUSPENSION

13.1 BUYER may temporarily suspend the WORK or parts thereof by written notification to SELLER. SELLER shall without delay inform BUYER of the effects the suspension will have on the performance of the WORK. SELLER shall resume the WORK immediately after notification by BUYER.

13.2 During the suspension period, SELLER is 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 SELLER as a direct consequence of the suspension.

14 TERMINATION

- 14.1 BUYER may, for its convenience, terminate the PURCHASE ORDER and cancel the WORK or parts thereof with immediate effect by written notification to SELLER.
- 14.2 Save for termination under Clause 3 and 16, BUYER shall pay the unpaid balance due to SELLER for that part of the WORK already performed and shall cover documented costs reasonably incurred by SELLER as a direct consequence of the termination.
- 14.3 BUYER's right to termination according to this Clause and Clause 16 is without prejudice to any other rights BUYER may have in contract or law.

15 GUARANTEE

- 15.1 SELLER guarantees the whole of the WORK against any defects which arise due to faulty materials, workmanship or design in the guarantee period.
- 15.2 The guarantee period shall be 24 months from BUYER'S has taken the GOODS into use for their intended purpose or 36 months from COMPLETION, whichever is the later date. For defects caused by non-compliance with the material specifications in the PURCHASE ORDER, the guarantee period is 72 months.
- 15.2 Notwithstanding anything in the specifications to the contrary, SELLER guarantees that throughout the guarantee period and, if any, prolonged or renewed guarantee period as mentioned in Clause 16, the WORK shall be capable of achieving the performance standards set forth in the PURCHASE ORDER.
- 15.3 SELLER is liable for defects in accordance with Clause 16.

16 NON-PERFORMANCE, DELAY AND DEFAULT

- 16.1 If SELLER's delivery is delayed BUYER is entitled to liquidated damages amounting to 0.5% of the total PURCHASE ORDER PRICE, per commenced calendar day after the DELIVERY DATE(S). The total amount of liquidated damages shall not exceed 20% of the PURCHASE ORDER PRICE. Accrual of maximum liquidated damages is a material breach of the PURCHASE ORDER.
- 16.2 If the delay is caused by gross negligence or wilful misconduct on the part of SELLER, BUYER can claim compensation for actual losses suffered due to the delay.
- 16.3 BUYER shall notify SELLER in writing of a defect within reasonable time after the defect has been discovered.
- 16.4 SELLER shall without undue delay and at his own costs rectify all defects arising in the guarantee period.
- 16.5 In the event that the GOODS are out of function for a period due to SELLER's default, the guarantee period shall be prolonged for a period corresponding to the period the GOODS were out of function.
- 16.6 Parts which are replaced/repared in accordance with the above guarantee provisions, shall have a renewed guarantee period equal to the original guarantee period.
- 16.7 SELLER shall under the guarantee pursuant to this article ensure that the WORK shall be rectified to comply with the PURCHASE ORDER. BUYER can demand replacement of defective WORK if he considers repair to be insufficient.
- 16.8 If SELLER fails to rectify the defect within a reasonable time, BUYER is entitled to rectify the defect or employ a third party to do so for SELLER's risk and account. In such cases, BUYER shall notify SELLER before commencement of the rectification work. BUYER is entitled to retain any amount due to SELLER sufficient to ensure such rectification of the WORK.
- 16.9 SELLER's failure to rectify defects within a reasonable time is considered to be a material breach of PURCHASE ORDER.
- 16.10 BUYER is entitled to claim compensation for any damages and losses suffered due to defects limited to 100% of the PURCHASE ORDER PRICE.
- 16.11 If SELLER fails to fulfil his obligations according to the PURCHASE ORDER or becomes insolvent, BUYER may choose one or more of the following alternatives: a) demand a new delivery (partially or wholly), b) demand a price reduction, c) terminate the PURCHASE ORDER, d) claim compensation for damages and losses.

17 FORCE MAJEURE

- 17.1 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.
- 17.2 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 PURCHASE ORDER and could not reasonably have avoided or overcome it or its consequences.
- 17.3 The party invoking force majeure shall, as soon as possible, notify the other party of the force majeure situation, the cause of delay and the presumed duration thereof.
- 17.4 Each party is entitled to terminate the PURCHASE ORDER if the force majeure situation continues, or it is obvious that it will continue, for more than 60 days.
- 17.5 In the case of force majeure, each party shall cover its own costs resulting from the force majeure situation.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 Drawings, documents, specifications and other technical documentation and computer programs provided by BUYER to SELLER, or which are developed mainly on the basis of such material, shall be the property of BUYER. The same applies to all copies of such material.
- 18.2 Drawings, documents, specifications and other technical documentation and computer programs or copies thereof provided by BUYER, shall not be used by SELLER other than for the purpose of the WORK and shall be returned to BUYER when the WORK is completed, unless otherwise agreed between the parties. No such material can be copied or disclosed to any third party without the prior written consent of BUYER.
- 18.3 Drawings, documents, specifications and other technical documentation and computer programs provided by SELLER to BUYER, or which are developed mainly on the basis of such material, shall be the property of SELLER. The same applies to all copies of such material. BUYER and BUYER'S customer or an end-user shall be entitled to use such material and copies for the purpose of utilising, maintaining and repairing the WORK.
- 18.4 SELLER shall grant to BUYER an irrevocable, royalty-free, world-wide, non-exclusive license to all inventions which are under, or which prior to delivery of the WORK come under, SELLER's control, to the extent necessary for BUYER and BUYER'S customer or an end-user to utilise, maintain and repair the GOODS.
- 18.5 SELLER shall also grant to BUYER an irrevocable, royalty-free, world-wide, non-exclusive license to inventions made by SELLER in connection with the WORK and which are based on technical information from both parties, without any of them providing the main part of such information.
- 18.6 SELLER shall indemnify and hold harmless BUYER against any claims by third parties resulting from infringement of patent or other industrial property rights in connection with the WORK.

19 LIABILITY AND INSURANCES

- 19.1 SELLER shall indemnify BUYER from and against any claim concerning: a) personal injury to or loss of life of any employee of SELLER or SELLER's subcontractors and sub-suppliers, b) loss of or damage to any property of SELLER or SELLER's subcontractors and sub-suppliers arising out of or in connection with the WORK. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of BUYER.
- 19.2 BUYER shall indemnify SELLER from and against any claim concerning: a) personal injury to or loss of life of any employee of BUYER, b) loss of or damage to any property of BUYER arising out of or in connection with the WORK except as stated in explicitly elsewhere in the PURCHASE ORDER. This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of SELLER.
- 19.3 SELLER shall indemnify BUYER and hold harmless against any and all liability for death, disease or injury to any third party and loss of or damage to any third party property and against all claims, losses, damages, costs and expenses (including legal fees) resulting therefrom arising out of any act, omission or neglect by SELLER, its servants, subcontractors or agents in the performance of the PURCHASE ORDER.
- 19.4 BUYER shall indemnify SELLER from BUYER's own indirect losses and damages, and SELLER shall indemnify BUYER from SELLER's own indirect losses and damages. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either party. Indirect losses and damages

according to this provision include but are not limited to: loss of earnings, loss of business opportunity, loss of profit, loss of use and loss of production.

- 19.5 SELLER shall maintain at his own expense all necessary insurances required for and applicable to his operations for the performance of the WORK. SELLER shall ensure that the insurance company waives all rights of subrogation against BUYER. Whenever requested by BUYER, SELLER shall provide an insurance certificate documenting that the relevant insurance requirements are fulfilled.

20 CONFIDENTIALITY

- 20.1 SELLER shall keep confidential all information received from BUYER and all information arising out of the PURCHASE ORDER that by its nature is confidential, including the terms of the PURCHASE ORDER. SELLER shall not divulge to a third party the said information without the written consent of the other BUYER, unless such information:
- a) is already known to the party in question at the time the information was received,
 - b) is or becomes part of the public domain (except by default of the receiving party),
 - c) is rightfully received from a third party without an obligation of confidentiality,
 - d) is required to be disclosed by law,
 - e) is independently developed by the party in question.
- 20.2 SELLER shall not make public the content of the PURCHASE ORDER or its existence unless accepted by BUYER.
- 20.3 Drawings, documentation or any other written material, software and printed material, in whole or in part shall not be copied under this PURCHASE ORDER except for the purpose of the fulfilment of the PURCHASE ORDER.

21 ANTI - CORRUPTION UNDERTAKING

- 21.1 Without limiting the generality of Clause 4.2 above, and in recognition of the principles of:
- the Norwegian Penal Code (in particular paragraphs 276 a), 276 b), 276 c),
 - the United States Foreign Corruption Practice Act ("FCPA"), and
 - any applicable laws relating to anti bribery and corruption of any country in which SELLER performs work under a PURCHASE ORDER,

SELLER represents and agrees that it will not, whether in Norway or abroad make or receive, offer or promise to make or receive, any payment or other transfer of anything of value, including without limitation the provision of any service, gift or entertainment, directly or indirectly to any person or entity for the purpose of obtaining or influencing the award of or carrying out this Purchase Order if and to the extent that to do so is or would be either in violation of or inconsistent in any material way with the anti-bribery or anti-money laundering laws of any relevant jurisdiction.

SELLER agrees that any breach of this provision is a substantial breach of the PURCHASE ORDER.

SELLER shall upon written request give a written statement to BUYER confirming that he has complied with all requirements of Clause 21.

SELLER shall immediately report to BUYER any act or omission which could possibly be seen as a breach of Clause 21. In such instances SELLER shall give BUYER access to all documents which in BUYER'S sole opinion may be relevant to determine whether such a breach has occurred.

SELLER shall require all of its subcontractors and sub-suppliers to agree and comply with contractual provisions substantially identical to those contained in this Clause 21.

22 NO WAIVER

- 22.1 No waiver by BUYER 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.
- 22.2 No failure or delay on the part of BUYER to exercise any power, right or remedy under this PURCHASE ORDER shall operate as a waiver thereof nor shall any single or partial exercise by the BUYER of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

23 ASSIGNMENT OF THE PURCHASE ORDER

- 23.1 BUYER is entitled to assign his rights and obligations under the PURCHASE ORDER, fully or partly, to any affiliates or any third parties. SELLER may not assign his rights and obligations under the PURCHASE ORDER without BUYER'S prior written consent.
- 23.2 BUYER'S clients and customers shall have the right to utilize and enforce any of BUYER'S rights under the PURCHASE ORDER directly towards SELLER, including, but not limited to warranty rights.

24 APPLICABLE LAW AND DISPUTES

- 24.1 The PURCHASE ORDER shall be governed by and interpreted in accordance with the law of Norway.
- 24.2 Disputes arising in connection with or as a result of the PURCHASE ORDER, and which are not resolved by mutual agreement, shall be referred to arbitration pursuant to the Norwegian Arbitration Act (2004). Each Party shall appoint one arbitrator and the two arbitrators shall appoint the third arbitrator who shall be the chairman of the arbitration tribunal. The chairman shall be a Norwegian legal professional. If one Party fails to appoint an arbitrator within one month from being requested to do so or if the two arbitrators cannot within one month from the last appointment agree on who shall be appointed chairman, the Chief Justice of Oslo District Court shall be the appointer.
- 24.3 The venue of the arbitral proceedings shall be in Oslo, and the proceedings shall be conducted in the English language.
- 24.4 The arbitration is deemed to be commenced when request for arbitration is being sent from the Party requesting arbitration.
- 24.5 The Parties agree to conclude a separate agreement on confidentiality of both the arbitral proceedings and the award immediately after arbitration has been requested.