

CONDITIONS OF CONTRACT FOR SERVICES

TABLE OF CONTENT

TABLE OF CONTENT	2
1. APPLICATION	3
2. DEFINITIONS	3
3. PURCHASE ORDER.....	4
4. PERFORMANCE OF THE WORK.....	4
5. QUALITY ASSURANCE AND HEALTH, ENVIRONMENT AND SAFETY	5
6. PROGRESS OF THE WORK; DELIVERY AND COMPLETION	5
7. VARIATIONS, CANCELLATION	5
8. INVOICING, PAYMENTS, AUDIT, TITLE AND TAXES.....	6
9. SUPPLIER'S BREACH OF CONTRACT	6
10. FORCE MAJEURE	7
11. LIABILITY AND INSURANCE	7
12. OTHER PROVISIONS	8
13. GOVERNING LAW AND DISPUTES	10

1. APPLICATION

- 1.1. These general conditions apply unless otherwise explicitly agreed in writing.
- 1.2. If CONTRACTOR uses or refers to other general or special conditions, e.g. in his order confirmations or invoice documents, such conditions shall be deemed not to apply, unless otherwise explicitly agreed in writing.

2. DEFINITIONS

- 2.1. AFFILIATED COMPANY means the 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 company of the parent company or of a party to the CONTRACT.
- 2.2. COMPANY means Wintershall Norge AS or such other entity explicitly identified in the CONTRACT as the party ordering the WORK, acting for and on its own behalf or for and on behalf of the LICENCE GROUP, as the case may be.
- 2.3. COMPANY GROUP means COMPANY, the LICENCE GROUP, if applicable, and each of the participants therein, their Affiliated Companies, COMPANY's other contractors and their contractors and subcontractors, and personnel employed in or engaged by the aforementioned corporate entities, and others whose services are used by COMPANY.
- 2.4. CONTRACT means the PURCHASE ORDER, these Conditions of Contract and any other documents specifically listed in the PURCHASE ORDER "BASIS OF PURCHASE ORDER".
- 2.5. GOODS mean any items, goods, equipment, or materials or other things supplied to COMPANY by CONTRACTOR under this CONTRACT.
- 2.6. CONTRACTOR GROUP means CONTRACTOR, CONTRACTOR's AFFILIATED COMPANIES participating in the WORK, its sub-suppliers and their contractors and subcontractors, participants in a joint venture or similar partnership involved in the WORK and personnel employed in or engaged by the aforementioned cooperate entities.
- 2.7. LICENCE GROUP(S) means the participants (at any time) in the actual production licence(s) operated by COMPANY for which CONTRACTOR is performing the WORK.
- 2.8. PURCHASE ORDER(S) means the document(s) or electronic order(s) issued by COMPANY to initiate WORK, in accordance with Article 3.
- 2.9. CONTRACTOR means the entity identified in the CONTRACT as the party performing the WORK.
- 2.10. THIRD PARTY means any party, which is not a member of COMPANY GROUP or CONTRACTOR GROUP.
- 2.11. WORK means all work that CONTRACTOR is required to carry out in accordance with the provisions of the CONTRACT, including all services, personnel and GOODS to be rendered in accordance with the CONTRACT.

3. PURCHASE ORDER

- 3.1. COMPANY shall order WORK as required by issuing a PURCHASE ORDER.
- 3.2. Unless otherwise agreed, the CONTRACTOR shall confirm the PURCHASE ORDER in writing upon receipt. If such confirmation is not made within 7 days after the PURCHASE ORDER is issued, the COMPANY is entitled at its discretion to consider the PURCHASE ORDER cancelled without obligation.
- 3.3. CONTRACTOR shall refer to the PURCHASE ORDER number in all correspondence with COMPANY concerning the WORK and when invoicing.

4. PERFORMANCE OF THE WORK

- 4.1. CONTRACTOR shall perform the WORK in a professional and careful manner and in accordance with the CONTRACT and with all due care and diligence and with the skill to be expected of a reputable CONTRACTOR experienced in the types of work to be carried out under the CONTRACT.
- 4.2. CONTRACTOR shall keep itself informed of and shall comply with all applicable laws and regulations of any governmental or regulatory body having jurisdiction over the WORK.
- 4.3. CONTRACTOR shall, in due time, obtain and maintain such approvals and permits as are necessary for the performance of the WORK, and which must or can be obtained in the name of CONTRACTOR.
- 4.4. CONTRACTOR shall search for defects, discrepancies and inconsistencies in the CONTRACT documents, and – immediately upon receipt thereof - in any specifications, drawings or other documents provided by COMPANY and immediately notify COMPANY of any defects, discrepancies and inconsistencies discovered.
- 4.5. WORK or GOODS or parts thereof provided by CONTRACTOR for which there is no detailed specification included in the CONTRACT, shall be in premium condition, of good quality and workmanship and fit for the intended purpose where a purpose is defined in the CONTRACT or, where no such purpose is defined, fit for its ordinary purpose.
- 4.6. CONTRACTOR is responsible for having sufficient personnel assigned to the CONTRACT at all times to ensure performance and completion of the WORK in accordance with the provisions of the CONTRACT, and in order to meet current legislation concerning the work hours/shift work.
- 4.7. All personnel employed on the WORK shall, for the work which they are required to perform, be competent, properly qualified and skilled. CONTRACTOR shall verify all relevant qualifications of such personnel. CONTRACTOR shall at its own cost ensure that personnel performing parts of the WORK offshore have passed a safety course and medical examinations, in accordance with existing laws and regulations.
- 4.8. If any of CONTRACTOR's personnel conduct themselves in an unsatisfactory manner or in the reasonable opinion of COMPANY is unfit for the WORK, CONTRACTOR shall upon COMPANY's request, replace said personnel at CONTRACTOR's own cost within twenty four (24) hours or such longer time as may be agreed with COMPANY.
- 4.9. CONTRACTOR shall ensure that all employees of CONTRACTOR and sub-suppliers engaged in the performance of the WORK comply with applicable laws, including immigration laws, and where required, are in possession of a valid work permit for the duration of the CONTRACT. Details of such work permits shall, upon request, be submitted to COMPANY prior to the employee being engaged in the WORK.

5. QUALITY ASSURANCE AND HEALTH, ENVIRONMENT AND SAFETY

- 5.1. CONTRACTOR shall have an implemented and documented system for quality assurance and for health, environment and safety management appropriate for the WORK. COMPANY has the right to audit CONTRACTOR's systems for quality assurance and health, environment and safety management.

6. PROGRESS OF THE WORK; DELIVERY AND COMPLETION

- 6.1. CONTRACTOR shall perform the WORK in accordance with the time-limits/ milestones specified in the CONTRACT or as otherwise agreed.
- 6.2. If in CONTRACTOR's opinion the WORK cannot be performed in accordance with the agreed time of delivery and time-limits/ milestones CONTRACTOR shall without undue delay notify COMPANY and state the reason for the delay; the expected impact on the WORK; and the measures which CONTRACTOR considers appropriate to avoid, recover or limit the delay.
- 6.3. Delivery of GOODS occurs when the GOODS are delivered DDP COMPANY's place of business or designated delivery address, unless other terms of delivery are specified in the CONTRACT. The terms of delivery shall be interpreted in accordance with the - at any time - latest version of Incoterms. Notwithstanding the foregoing, in the event that CONTRACTOR shall carry out installation, assembly, testing etc. of the GOODS as a part of the WORK, delivery shall be deemed not to have taken place before the said work is completed and this is formally accepted by COMPANY.
- 6.4. When CONTRACTOR is of the opinion that the WORK or an agreed part thereof is complete, COMPANY shall be notified as early as possible. After having been so notified COMPANY shall confirm in writing if the WORK is accepted as complete and any outstanding items shall be stated.

7. VARIATIONS, CANCELLATION

- 7.1. COMPANY has the right to order in writing variations to the WORK within the scope of what the parties could reasonably have expected at the time the CONTRACT was entered into. Variations may include an increase or decrease in the quantity, or a change in character, quality, kind or execution of the WORK or any part thereof, suspension of the WORK, as well as changes to the agreed time limits/ milestones.
- 7.2. CONTRACTOR shall not implement a variation that may result in changes to the price or the time of delivery without COMPANY's prior written agreement in respect of such changes. If the CONTRACTOR implements the variation without COMPANY's prior agreement, then he loses the right to claim adjustment in the price or time of delivery as a result of the variation.
- 7.3. COMPANY shall have the right to cancel the CONTRACT or any part thereof at its sole discretion by giving written notice to CONTRACTOR. As full consideration to CONTRACTOR as a result of such cancellation, the COMPANY shall compensate the CONTRACTOR for the part of the WORK performed in accordance with the CONTRACT, and for all necessary additional work directly attributable to an orderly close-out.

8. INVOICING, PAYMENTS, AUDIT, TITLE AND TAXES

- 8.1. As full consideration for proper and timely completion of the WORK COMPANY shall compensate CONTRACTOR in accordance with the rates and prices set out in the CONTRACT. The rates and prices shall be fixed and firm and exclusive of VAT.
- 8.2. Unless otherwise explicitly agreed in the CONTRACT, CONTRACTOR shall submit to COMPANY one invoice covering the WORK under the CONTRACT when all WORK is complete. The invoice shall be submitted to the COMPANY's invoicing address and shall specify the WORK carried out and shall be accompanied by all relevant documentation.
- 8.3. All amounts due to CONTRACTOR for WORK performed shall be invoiced at the latest within 3 months after the WORK has been completed. If CONTRACTOR fails to do so, COMPANY will not be obliged to remunerate the invoice.
- 8.4. COMPANY shall within 30 Days after receipt of a correct invoice, pay the amount due to CONTRACTOR.
- 8.5. COMPANY is entitled to return invoices that do not meet the requirements set out in the CONTRACT. COMPANY will give notice before returning invoices. Furthermore, COMPANY is entitled to make deductions according to applicable law.
- 8.6. COMPANY is entitled to audit at CONTRACTOR's and sub-suppliers' premises within normal office hours, all books, records and documents of every kind relating to invoiced charges made by CONTRACTOR to COMPANY.
- 8.7. Title to any GOODS shall pass on to COMPANY on delivery, or when paid for by COMPANY, if payment has been made earlier. When title passes to COMPANY the GOODS shall be free of liens other than those for which COMPANY is responsible.
- 8.8. CONTRACTOR shall, be responsible for the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the CONTRACTOR is liable as imposed by any appropriate government authority and shall save, indemnify and hold COMPANY harmless from and against all such taxes, duties and other costs for which CONTRACTOR is liable.
- 8.9. CONTRACTOR shall supply to COMPANY all tax information and other information in connection with activities under the CONTRACT as is necessary to enable COMPANY to comply with the lawful demands for such information by any appropriate government authority.

9. SUPPLIER'S BREACH OF CONTRACT

- 9.1. If CONTRACTOR does not complete the WORK or any part thereof within the time limits/milestones specified in the CONTRACT, COMPANY shall be entitled to claim either damages and other compensation according to law or liquidated damages from CONTRACTOR. Unless otherwise explicitly stated in the CONTRACT, such liquidated damages shall be 2% of the contract value of the delayed WORK for each day of delay.
- 9.2. CONTRACTOR guarantees the performance of the WORK, and that materials and equipment or parts thereof provided by CONTRACTOR, as well as any engineering performed by CONTRACTOR, will be suitable for the purpose and use for which they are intended. CONTRACTOR also guarantees that the WORK and any GOODS will conform to the drawings and specifications which are valid at the time of delivery (final documentation) during a guarantee period of 24 months after completion of the WORK.

- 9.3. CONTRACTOR's WORK is defective if the WORK or any part thereof, is not in accordance with the CONTRACT. When COMPANY notifies CONTRACTOR of a defect, CONTRACTOR shall as soon as possible and at its own cost remedy the defect, or re-perform that part of the WORK which has not been performed in accordance with the CONTRACT. If CONTRACTOR fails to remedy the defects or re-perform within reasonable time, COMPANY is entitled to proportionally reduce CONTRACTOR's compensation and/or claim damages for defects according to law.
- 9.4. COMPANY is entitled to terminate the CONTRACT or any part thereof with immediate effect, if CONTRACTOR is in substantial breach of its obligations according to the CONTRACT, or if CONTRACTOR becomes insolvent, files for bankruptcy, makes an arrangement with its creditors, commences proceedings for winding up, or stops its payments.
- 9.5. When the CONTRACT or a part thereof is terminated pursuant to Article 9.4, COMPANY shall also be entitled to present claims with respect to damages for delay, defects or other breaches of CONTRACT in accordance with the provisions of the CONTRACT and/or applicable law.

10. FORCE MAJEURE

- 10.1. Neither of the parties shall be considered in breach of an obligation under the CONTRACT to the extent the party can establish that fulfilment of the obligation has been prevented by force majeure. Force majeure shall 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 entering into the CONTRACT and could not reasonably have avoided or overcome it or its consequences. Each party shall cover its own costs resulting from force majeure.

11. LIABILITY AND INSURANCE

- 11.1. CONTRACTOR shall indemnify COMPANY GROUP from and against any claims, losses, damages, costs (including legal costs), and liabilities concerning:
- a) personal injury to or loss of life of any personnel of CONTRACTOR GROUP,
 - b) loss of or damage to any property of CONTRACTOR GROUP
- 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 COMPANY GROUP.
- 11.2. COMPANY shall indemnify CONTRACTOR GROUP from and against any claims, losses, damages, costs (including legal costs), and liabilities concerning:
- a) personal injury to or loss of life of any personnel of COMPANY GROUP,
 - b) loss of or damage to any property of COMPANY GROUP, except loss of or damage to any GOODS before delivery has taken place,
- 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 CONTRACTOR GROUP.
- 11.3. CONTRACTOR shall indemnify COMPANY GROUP from and against any claim arising out of loss or damage suffered by a THIRD PARTY in connection with the WORK, to the extent that any such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR GROUP.

- 11.4. COMPANY shall indemnify CONTRACTOR GROUP from and against any claim arising out of loss or damage suffered by a THIRD PARTY in connection with the WORK, to the extent that any such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of COMPANY GROUP.
- 11.5. Notwithstanding any provisions to the contrary elsewhere in the CONTRACT and except to the extent of any liquidated damages provided for in the CONTRACT, COMPANY shall indemnify CONTRACTOR GROUP from COMPANY GROUP's own indirect losses and CONTRACTOR shall indemnify COMPANY GROUP from CONTRACTOR GROUP's own indirect losses.

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of either group.

Indirect losses according to this provision include but are not limited to loss of production, loss of earnings, loss of revenue, loss of profit or anticipated profit. Indirect losses according to this Article 11.5 shall also include losses related to the rental of drilling rigs.

- 11.6. CONTRACTOR shall at its own expense procure and maintain insurance to cover its liabilities under this CONTRACT, including but not limited to general liability insurance, personnel insurance which shall cover losses connected with illness, personal injury or accidental death in CONTRACTOR GROUP, and all other insurances required by applicable law. For WORK off-shore or during transportation between the onshore and offshore site, accident insurance in the amount of 45G for accidental death or long-lasting disablement, where G is the basic pension in Norwegian Social Security ("Grunnbeløpet i Norsk Folketrygd") at any particular time for each of CONTRACTOR GROUP's personnel is required.

12. OTHER PROVISIONS

- 12.1. Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by COMPANY to CONTRACTOR shall be the property of COMPANY. The same applies to information developed by and inventions made by CONTRACTOR mainly on the basis of information provided by COMPANY. Such information and inventions shall not be used by CONTRACTOR other than for the purpose of the WORK.
- 12.2. CONTRACTOR shall indemnify COMPANY from claims resulting from infringement of patents or other industrial property rights arising out of or in connection with the WORK or COMPANY's use of the result of the WORK and/or the GOODS, except where such infringement necessarily arises directly from COMPANY's instructions.
- 12.3. All information exchanged between the parties shall be treated as confidential and shall not be disclosed to anyone other than CONTRACTOR or COMPANY without the other party's written permission, unless such information is already known to the party in question at the time the information was received, or is or becomes part of the public domain.
- Each of the parties may, however, use or disclose confidential information to anyone other than CONTRACTOR or COMPANY to the extent necessary for the performance of and control of the WORK or for the use of the GOODS or to the extent necessary according to applicable law.
- 12.4. CONTRACTOR expressly undertakes to comply with and to ensure that any sub-suppliers comply with applicable laws, rules and regulations and international conventions concerning transparency, anti-corruption, and prohibition of child labour.
- 12.5. Subject to the CONTRACTOR having used all reasonable endeavours to complete the WORK and to comply with its obligations under the CONTRACT, the following general limitation of liability shall apply:

Except in connection with 1) CONTRACTOR's obligation to rectify or re-perform WORK; 2) any indemnities given by CONTRACTOR; and 3) any claims or liability arising from the gross negligence or wilful misconduct of CONTRACTOR GROUP; CONTRACTOR's maximum aggregate liability under this CONTRACT shall be limited to 100% (one hundred percent) of the value of the CONTRACT.

Both COMPANY and CONTRACTOR shall take all reasonable steps to mitigate any loss resulting from any breach of the agreement by the other party.

- 12.6. COMPANY conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). COMPANY has described its understanding of the ESG Standards in the Supplier Code of Conduct (https://www.basf.com/documents/corp/en/about-us/suppliers-and-partners/download-center/Supplier_Code_of_Conduct_English.pdf).

COMPANY expects the CONTRACTOR to adhere to the ESG Standards. Furthermore, COMPANY calls upon the CONTRACTOR to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. COMPANY shall have the right to check adherence to the ESG Standards, either itself or through third parties that it commissions, with prior notice.

- 12.7 In case CONTRACTOR, in the course of the performance of the CONTRACT, receives from COMPANY or otherwise obtains personal data related to employees of COMPANY or any other individual (hereinafter referred to as "Personal Data") the following provisions shall apply:

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of COMPANY, CONTRACTOR shall only be entitled to process Personal Data for the performance of the CONTRACT. CONTRACTOR shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular shall not disclose personal data to third parties and/or analyse such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, CONTRACTOR is entitled to further process the Personal Data, in particular to transmit Personal Data to an AFFILIATED COMPANY for the purpose of performing the CONTRACT.

CONTRACTOR shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the CONTRACT (need-to-know-principle). CONTRACTOR shall structure its internal organisation in a way that ensures compliance with the requirements of applicable data protection laws. In particular, CONTRACTOR shall take technical and organisational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

CONTRACTOR will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of CONTRACTOR with regards to Personal Data shall be excluded.

In addition to its statutory obligations, CONTRACTOR shall inform COMPANY in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the CONTRACT, CONTRACTOR shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

- 12.8 All notices and claims to be given in accordance with the provisions of the CONTRACT shall be submitted in the English language in writing to the relevant party's representative with such address as given in the CONTRACT or as changed by written notice.

Notices can be communicated by direct delivery, by pre-paid first class post or by electronic communication and shall be deemed received at time of delivery if received by hand, at the time at which confirmation of successful delivery is received if sent by electronic communication and on the fifth working day following the day of sending if sent by pre-paid first class post.

The use of electronic communication for the transfer of documents shall at all times be in accordance with internationally recognised standards. The chosen standard shall enable the use of digital signatures or similar electronic safety device, encryption as well as filing and retrieving.

13. GOVERNING LAW AND DISPUTES

This CONTRACT shall be governed by and interpreted in accordance with Norwegian law.

Disputes arising in connection with or as a result of the CONTRACT, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceeding shall be brought before Stavanger City court.

Pending the resolution of a dispute, CONTRACTOR shall continue the WORK in accordance with the provisions of the CONTRACT.