

1 Introduction

These conditions shall apply as addendum to General Conditions of Purchase January 2021. This addendum applies when Contractor's provisions includes personnel working on Project Sites ordered by Company.

1.1 Definitions

Definitions as per General Conditions of Purchase January 2021 with additions for this addendum as below;

Contractor means SELLER

Company means BUYER

Company Group means Company, its affiliates, invitees, other contractors and their sub-contractors of any tier, and the employees, representatives and agents of any entity aforesaid.

Main Contract means contract under which Company's Work is regulated.

Project Site means specified location where Contractor's personnel shall perform Work under the Purchase Order/Contract issued by Company.

Work means all necessary provisions Contractor shall perform or cause to be performed, in accordance with the purchase order/contract, including provision of materials, tools, services and rental equipment rendered accordingly.

2 Indemnification

Contractor shall save, indemnify, defend and hold harmless Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- (a) Personal injury, disease, or loss of life, of any employee of Contractor group, and
- (b) Loss or damage to any property of Contractor group.

Contractor shall ensure that other companies in Contractor group complies with requirements in this clause.

3 Insurance

Contractor shall arrange as a minimum the insurances set out in this Clause and ensure that they are in full force and effect throughout the duration of the Work. All such insurances shall be placed with reputable and authorized insurers.

3.1. In addition to those insurances that follow from currently applicable law, the Contractor shall at his own expense take out and maintain insurances to cover his liability according to the Agreement.

3.2. The Contractor has an obligation to have the following insurance:

- a) Liability insurance covering the Contractor's liability for losses and injury/damage inflicted on others than the Contractor group and the Company Group.
- b) Accident insurance covering personnel at Company places of work and during transportation to and from these workplaces. For personnel that are to work offshore the coverage shall be at least 40 G (the National Insurance basic amount).
- c) Occupational injury – and occupational disease insurance according to Norwegian law.

3.3. The Contractor shall make sure that the insurance company in its policies waives any claim for recovery against the Company Group.

3.4. The Contractor shall, at Company's request, present copies of insurance policies or certificates.

3.5 Employees' insurance covering personal injury to or death of the employees of Contractor engaged in the performance of the Work to the minimum value required by any applicable legislation including extended cover (where required) for working offshore or abroad.

3.6 General third party liability insurance for any incident or series of incidents covering the operations of Contractor in the performance of the purchase order/contract unlimited as to the number of occurrences.

3.3 General insurance covering materials and equipment used for Work.

4 Confidentiality

Contractor shall keep confidential and shall not, without the prior written consent of Company, disclose to any third party or use for any purpose other than for which it was provided or disclosed hereunder, any documents, know-how, data or other information received directly or indirectly from Company or any other party in connection with this purchase order/contract irrespective of whether such information has been furnished prior to the date of this purchase order/contract or at any time thereafter.

5 Authority and Main Contract requirements

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.

Contractor shall, when applicable, keep itself informed on any requirements imposed by Main Contract regulations or general site regulations relevant for Work, and comply with such.

Company shall inform Contractor of relevant Main Contract regulations and assist in obtaining necessary approvals and permits required for Work.

Contractor shall in due time, when applicable, obtain and maintain such approvals and permits as are necessary, and which must or can be obtained in the name of Contractor.

Company shall, in due time, obtain and maintain all other approvals and permits. Contractor shall upon Company's request assist in obtaining approvals and permits concerning the Work, which can only be obtained in the name of Company.

Contractor shall, upon request, submit to Company information that Company is obliged to submit to the public authorities or under the Main Contract.

6 Contractor's materials, tools and rental equipment

Company's review and/or acceptance of any document submitted by Contractor, do not relieve Contractor of its responsibility to ensure that the Work complies with the requirements of the Purchase Order/Contract.

Materials and tools, inclusive of any rental equipment, provided by Contractor for which there is no detailed specification included in the Purchase Order/Contract, shall be in premium condition of good quality and workmanship and fit for the intended purpose.

On completion of the Work or any portion of the Work, Contractor shall without undue delay clear and remove all equipment and other temporary materials provided by Contractor, including any debris, thereby leaving the Work Site in a clean, tidy and safe condition.

7 Quality assurance and Health, Environment and Safety

Contractor shall have an implemented and documented system for quality assurance and for health, environment and safety. Company has the right to audit the systems. Company shall notify Contractor of such audit. The audit can include any part of the Work. Contractor shall give the necessary assistance during such audit.

The parties shall adhere to requirements for ethic and anti-corruption behaviour, and that human rights are obtained through the supply chain and Work, as well as ensuring that child labour is not accepted through the supply chain. Company's policies for such found at www.techose.no shall apply if Contractor's do not fulfil equal obligations.

8 Subcontracting

Contractor shall not subcontract any part of the Work without the prior written approval of Company, which shall not be unreasonably withheld. However, such consent is not required for minor purchases or limited use of hired labor.

No Subcontract shall bind Company.

Contractor shall ensure that any subcontractor shall be bound by, and perform Work, according to the purchase order/contract requirements.

Contractor shall include in any subcontract that subcontractor waives the right to make any claims against Company arising out of or connected to the contract.

Company's approval of subcontractors does not relieve Contractor of any of its obligations hereunder.

8.1 Contractors personnel

Contractor is responsible for having sufficient qualified personnel assigned to the Contract at all times to ensure performance and completion of the Work in accordance with the provisions of the purchase order/contract. When named person(s) are ordered, Contractor cannot change or deduct named person(s) from Work unless agreed between the parties.

All personnel deployed for the Work shall, for the work which they are required to perform, be competent, properly qualified and skilled. Contractor shall verify relevant qualifications of such personnel, this may also include relevant safety courses.

If any of Contractor's personnel conduct themselves in an unsatisfactory manner or is unfit for the Work, Contractor shall upon Company's request, immediately replace said personnel at Contractor's own cost.

9 Travel

Company may request travel. Travel shall be approved by Company prior to travel. Travel costs to be compensated according to Statens Reiseregulativ, or as agreed in writing between the Parties.

10 Accomodation

Unless otherwise is agreed and outlined in purchase order Contractor shall arrange for any accommodation for his personnel as needed.

When agreed, Contractor personnel may use canteen facilities or other facilities as part of Company's team.

11 Taxes and charges

Contractor shall be responsible for payment of all direct and indirect tax duties, levies charges and VAT for which Contractor is liable for. Contractor is responsible for furnishing all required information to tax authority for the duration of the Work.

- 1.1 The Contractor shall have the complete responsibility for payment of wages, tax deduction, employer's social security contribution, insurance, mandatory occupational pension etc. regarding the personnel.
- 1.2 The Contractor shall submit to Company confirmed copies of taxes paid ("Fritak for solidaransvar") for hired personnel under the Agreement/PO. Documentation is to be submitted upon Order Acknowledgement.

12 Payment and invoicing

As per General Conditions of Purchase January 2021 art.8, with additional terms as below;

Rates and other compensation shall be as outlined in purchase order. Unless otherwise is agreed in writing rates are flat inclusive of overtime and travel to and from Work Site.

Contractor time sheets shall be approved by Company on a daily or weekly basis, as required. If nothing else is agreed in writing invoice shall be prepared containing all documentation monthly. Company may request that a preliminary invoice is sent for approval prior to issue of the final invoice.