Title:	# General Conditions for Major Purchases of Goods
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Business Process:	Supply Chain Management		
Work Process:	Global SCM Governance		
Checked by:	Kongestøl, Signe	**Approved by:**	Hopland, Sjur Meidell

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*This document is owned by current BP Manager (BP Matrix) of this work process

Validity:** **Global**

**This field shall be read in conjunction with metadata for applicability to Segment/Function, Execution models and locations

Parent

SC-00015-W01-000-EN	Management of Terms and Conditions for Purchase	Work Instruction

<Short description of purpose.>

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1 Definitions

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

BUYER INFORMATION:
Drawings, documents, specifications, technical information, computer programs and other information owned or to which BUYER obtains ownership according to article 21, or provided by BUYER to SELLER for performance of WORK under a PURCHASE ORDER.

BUYER GROUP:
BUYER and its parents, subsidiaries and affiliated companies, BUYER's other suppliers and contractors of any tier, to the extent they are involved in the project to which the PURCHASE ORDER relates, CLIENT, and the officers, directors, employees, agents, and representatives of such.

CLIENT:
A third party with whom BUYER has a contract to provide the WORK.

COMPLETION:
The date of issue of BUYER's written acceptance of the WORK, in which BUYER confirms that all and any WORK, including but not limited to SELLER's DELIVERY of all GOODS and DOCUMENTS 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 or warranty obligations, or other obligations and liabilities in relation to the PURCHASE ORDER.

DELIVERY:
The transfer of risk for the GOODS to BUYER as further defined in the PURCHASE ORDER and Article 11.
DELIVERY DATE(S):
The date of SELLER's DELIVERY of the WORK as stated in the PURCHASE ORDER.

DOCUMENTS:
Drawings, documentation, calculations, certificates, manuals, datasheets and all other technical, commercial or other documentation to be supplied by SELLER under the PURCHASE ORDER on media specified therein.

FORCE MAJEURE:
Defined in Article 18.3.

FREE ISSUED MATERIALS (FIM):
Materials provided free of charge by BUYER to SELLER to be incorporated into the GOODS.

GOODS:
All equipment, items and materials to be delivered by SELLER pursuant to the PURCHASE ORDER other than the DOCUMENTS.

INTELLECTUAL PROPERTY:
Any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, (v) know how and trade secrets, and, (vi) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

PARTY/PARTIES:
SELLER and BUYER or either of them as the context dictates.

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PURCHASE ORDER:
The separate contract document describing the WORK whether called Purchase Order Form or otherwise (hereinafter referred to as “Purchase Order Form”) together with any SPECIAL CONDITIONS, these General Conditions for Major Purchases of Goods and any appendices and attachments thereto and any signed amendments and variations to said documents.

PURCHASE ORDER PRICE:
The total price specified in the PURCHASE ORDER which is subject to adjustment in accordance with Article 5 only and which shall constitute full compensation to SELLER for the WORK, including all costs, expenses, TAXES, duties, fees or charges of any kind incurred by or levied on SELLER GROUP related to the performance of the PURCHASE ORDER and the provision by SELLER of the WORK.

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

SELLER GROUP:
SELLER and its parent, subsidiaries and affiliated companies, and SELLER’s suppliers and contractors of any tier, to the extent they are involved in the project to which the PURCHASE ORDER relates, and the officers, directors, employees, agents, and representatives of such SELLER’s parent, subsidiary, affiliate, supplier and contractor.

SERVICES:
All activities that SELLER is required to carry out and/or deliver under the PURCHASE ORDER, which are not GOODS or DOCUMENTS.

SPECIAL CONDITIONS:
The document attached to the PURCHASE ORDER which expressly varies these General Conditions for Major Purchases of Goods..

TAXES:
Includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes (“VAT”), VAT applicable to non-residents, industry and commerce tax, property, ad valorem and excise taxes. Taxes do not include import/export customs duties or fees and stamp duties unless specifically provided for.

WARRANTY PERIOD:
48 months from COMPLETION of the WORK (or the satisfactory passing of any inspections and prescribed tests if later), or 30 days after BUYER’s warranty obligations expire towards its CLIENT, whichever is later in time.

WORK:
All activities that SELLER is required to carry out under the PURCHASE ORDER including provision of the SERVICES, GOODS and DOCUMENTS, as well as everything necessary for the provision of such in accordance with the PURCHASE ORDER.

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2 Interpretation

2.1 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) Any SPECIAL CONDITIONS agreed between the PARTIES and constituted in writing.
b) These General Conditions for Major Purchases of Goods.
c) The Purchase Order Form.
d) Appendices to the PURCHASE ORDER in the order they are listed, unless stated otherwise.

2.2 The governing language of the PURCHASE ORDER shall be the English language.

3 Entire Agreement

3.1 The PURCHASE ORDER constitutes the entire agreement and understanding between the PARTIES in respect of the matters dealt with in it and supersedes all prior agreements, promises, correspondence, discussions, representations and understandings relating to the WORK, except those expressly set forth herein.

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

3.3 In the event that SELLER fails to return a signed PURCHASE ORDER to BUYER prior to or upon commencement of the WORK, said commencement of WORK by SELLER shall be deemed to constitute acceptance by SELLER of the PURCHASE ORDER issued by BUYER.

4 General Obligations of SELLER

4.1 SELLER shall perform the WORK, including but not limited to the preparation and supply of the DOCUMENTS, the manufacture and DELIVERY of the GOODS and the performance of the SERVICES, strictly in accordance with the terms of the PURCHASE ORDER and, with respect to the GOODS, in accordance with the DOCUMENTS furnished by SELLER and accepted by BUYER as detailed in the PURCHASE ORDER.

SELLER represents and warrants it has examined the PURCHASE ORDER and will examine other data supplied by BUYER from time to time. SELLER represents and warrants that it knows or, prior to accepting the PURCHASE ORDER, will determine i) the nature and scope of WORK, ii) the type and magnitude of the services required, iii) the character of materials and facilities required and location and peculiarities of each site where the WORK is performed, and iv) the general and local conditions, and (v) any other matters which could affect the WORK. SELLER's failure to examine the PURCHASE ORDER and/or other data or to become knowledgeable about or to discover matters which SELLER ought to have known or discovered in the performance of its examination and which affect the WORK, shall not relieve SELLER from its obligations under this PURCHASE ORDER.

4.2 No actions taken by BUYER in checking, verifying, reviewing, consenting to, approving, testing, inspecting the WORK, or any acknowledgement hereof shall in any way relieve SELLER from its obligations or liabilities as stated in the PURCHASE ORDER.

4.3 SELLER shall ensure that the WORK is performed in accordance with the PURCHASE ORDER and, without limitation, in accordance with high standards of engineering practice, workmanship and professional conduct applicable to SELLER's industry. SELLER shall further ensure that the WORK is of a satisfactory quality and fit for its intended purpose as stated in the PURCHASE ORDER and complies with the latest issue (unless otherwise stated in the PURCHASE ORDER) of the standards and codes of practice specified in the PURCHASE ORDER or, if none are specified, in accordance with the latest applicable standards and codes of practice of the industry concerned. Materials and equipment incorporated into the GOODS shall be new.

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4.4 SELLER shall search for defects, discrepancies and inconsistencies (‘‘Errors’’) in the drawings, specifications, BUYER INFORMATION and other information or documents or data programs provided by BUYER. SELLER shall without undue delay notify BUYER of any such Errors discovered. If SELLER does not notify BUYER of any Errors that SELLER has discovered, or ought to have discovered, by such search and as a result BUYER incurs additional costs or is prejudiced as regards to warranties, guarantees or other rights, then all such costs incurred shall be borne by SELLER.

4.5 SELLER shall comply with all applicable laws, rules and regulations of any governmental, judicial or regulatory body having jurisdiction over the WORK or any site where the WORK is performed, including without limitation laws, rules and regulations pertaining to human and labour rights, health, safety and the environment, non-discrimination of the workforce, organisation of labour, data protection, engineering codes and standards and construction codes and standards. SELLER shall defend, indemnify and hold BUYER GROUP harmless from and against all claims, losses, damages, costs and expenses (including legal fees) arising out of SELLER’s or SELLER GROUP's failure to comply with the aforesaid laws, rules and regulations.

4.6 SELLER shall have and comply with a certified quality system as defined in the ISO 9000 series of standards, or a system of equal standard approved by BUYER which is suitable for the WORK to be performed.

4.7 SELLER shall carry out all tests and inspections detailed in the PURCHASE ORDER. If BUYER so requires, SELLER shall at its own cost inspect and test pursuant to any agreed test requirements any materials or equipment included in the WORK in order to confirm that the requirements of the PURCHASE ORDER are met. If the WORK fails any such inspections or tests SELLER shall, at its own cost, re-inspect and re-test. The costs of any test or inspections not detailed in the PURCHASE ORDER or not agreed between the PARTIES otherwise shall be borne by BUYER unless deficiencies in the WORK are revealed thereby in which case they shall be borne by SELLER. BUYER has the right, but not the obligation, to witness any test or inspection carried out by SELLER. SELLER shall notify BUYER of any test or inspection in adequate time in order for BUYER to be able to exercise this right.

4.8 SELLER acknowledges that import and export control laws of any relevant country may apply to the products and technical information to be delivered pursuant to this PURCHASE ORDER and SELLER shall comply, and ensure that SELLER GROUP complies, with all reasonable requests for information by BUYER in BUYER’s efforts to comply with these laws.

4.9 In performing the WORK and other obligations under this PURCHASE ORDER, SELLER shall be an independent contractor and not the agent or employee of BUYER. The relationship of employer and employee shall not exist between BUYER and SELLER or any of their employees. SELLER shall have no authority to make statements, representations or commitments of any kind or take any other action binding on BUYER. It is expressly agreed that it is not the purpose or intention of the PURCHASE ORDER to create, nor shall the same be construed as creating, any partnership or joint operation between BUYER and SELLER.

4.10 SELLER shall exercise all diligence to conduct its operations in a manner that will prevent pollution. No trash, waste oil, bilge water, fuel, or other pollutants, contaminants nor any object or piece of equipment shall be discharged, disposed of, dumped, or allowed to escape from SELLER GROUP’s equipment or property. SELLER shall indemnify and hold BUYER GROUP harmless against any claims which arise as a result of a breach of this Article 4.10.

4.11 If BUYER becomes aware of any aspect of the WORK not meeting the requirements in the PURCHASE ORDER, SELLER shall remedy at its own cost any such non-conformity within a reasonable time upon receipt of BUYER’s notice.

5 Variations

5.1 BUYER may order variations to the WORK as in BUYER’s opinion are desirable. Variations may include an increase or decrease in the quantity, character, quality, kind or execution of the WORK, as well as changes to the DELIVERY DATE(S). Variations to the WORK shall be ordered through variation orders.

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5.2 When BUYER requests a variation pursuant to Article 5.1 or, prior to issuing a written variation order, requests SELLER to provide an estimate of the effects of such variation, SELLER shall as soon as possible and at the latest within 10 days following BUYER's request submit a written confirmation or estimate containing a description of the effects the variation will have on the execution of the WORK (including the PURCHASE ORDER PRICE and DELIVERY DATE(S)). If SELLER does not issue such estimate or written confirmation within the aforesaid time limit, the variation shall be deemed not to have any effect on the PURCHASE ORDER. SELLER shall not initiate any variation WORK until BUYER has issued the variation order in writing.

5.3 If SELLER is of the opinion that it is entitled to a variation order, due to an instruction by BUYER or other circumstances resulting in an increase or decrease in the quantity, character, quality, kind or execution of the WORK as well as changes to the DELIVERY DATES(S), then SELLER shall issue a written request for a variation order without delay and at the latest within 10 days after SELLER becomes aware of or ought to have become aware of such a situation. If SELLER has not presented a request for a variation order without delay, or at the latest within 10 days after SELLER became aware or ought to have become aware such situation has occurred, then SELLER shall lose the right to a variation order and/or the right to adjust the PURCHASE ORDER PRICE, scope of the WORK and/or the DELIVERY DATE(S). Variations must be approved by BUYER by means of a written variation order before SELLER initiates the variation work.

5.4 Any possible adjustment to the rates, costs and prices due to variation orders (other than where an estimate has been given in accordance with Article 5.2 and accepted by BUYER) shall be determined by using the rates, costs or prices described in the PURCHASE ORDER, or if no comparable rates, costs or prices have been set, the PARTIES shall agree on a price that reflects the general level of pricing described in the PURCHASE ORDER. If a change entails cost saving for SELLER, BUYER shall be credited accordingly.

5.5 A variation order shall not be allowed when the variation, revision, act of BUYER or occurrence is attributable to SELLER's breach of its performance obligations herein, or if minor revisions are required for recently completed WORK or WORK in progress. Disagreement as to effects with regards to a variation order shall not entitle SELLER to delay or withhold SELLER's DELIVERY and SELLER shall implement the variation without awaiting the final outcome of the dispute. The disagreement shall be stated in writing and confirmed by both PARTIES prior to SELLER's execution of the variation work.

6 Right to Information and Access to the Work

6.1 Upon request by BUYER, BUYER shall be entitled to promptly obtain all necessary information from SELLER and carry out audits which BUYER considers relevant to the PURCHASE ORDER, including but not limited to information which BUYER considers relevant for compliance with Article 4.5, 25 and 26 as well as satisfactory progress reports, information relating to SELLER GROUP and quality control reports.

6.2 SELLER shall permit BUYER GROUP and CLIENT to carry out such audits and inspections as BUYER deems to be necessary including but not limited to, the review of all data and records in connection with the WORK and all transactions related thereto and BUYER and/or its CLIENT shall in particular have access to all information relating to the rates and prices as may reasonably be required to verify payments made to or by SELLER under or pursuant to the PURCHASE ORDER. SELLER shall ensure that BUYER shall have similar rights to audit and inspect SELLER's subcontractors.

6.3 SELLER shall cooperate fully with BUYER GROUP, CLIENT and or its representatives in the carrying out of any audit required by BUYER and in all matters relating to the PURCHASE ORDER.

6.4 BUYER GROUP is entitled to perform such audit during the period of the PURCHASE ORDER and for up to 5 years after the end of the year of COMPLETION. However, all records pertaining to tax claims asserted on SELLER for which BUYER can be made jointly responsible shall be eligible for BUYER's audit until the particular claim can be declared finally resolved. No payment from BUYER shall affect BUYER's right to audit and inspect pursuant to Article 6. If payments are proven incorrect, SELLER shall promptly submit the corrected invoice.

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6.5 SELLER shall endeavour to rectify any failure to comply with inter alia Article 4.5, 25 and 26 without delay and shall promptly implement measures as deemed appropriate by BUYER.

7 Suspension

7.1 BUYER may instruct SELLER to suspend the WORK or parts thereof by written notification to SELLER and SELLER shall comply with such direction immediately or as directed. 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.

7.2 During the suspension period, SELLER shall maintain, store and protect the WORK and shall be 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.

7.3 SELLER has no right to suspend performance except where ordered by BUYER or in the event of FORCE MAJEURE.

8 Cancellation at Buyer's Convenience

8.1 BUYER may, for its own convenience and at any time, cancel the PURCHASE ORDER or cancel the WORK or parts thereof with immediate effect by written notification to SELLER. Such cancellation shall be regarded as cancellation at BUYER's convenience.

8.2 In the event of cancellation at BUYER's convenience, BUYER shall pay the unpaid balance due to SELLER for that part of the WORK already performed and shall cover substantiated costs reasonably incurred by SELLER as a direct consequence of the cancellation.

8.3 Upon cancellation at BUYER's convenience and upon BUYER exercising its rights for an Event of Default pursuant to Article 17, the following provisions shall apply with respect to the relevant part of the WORK:

a) SELLER shall immediately stop all WORK and shall instruct SELLER GROUP to do the same;
b) SELLER shall maintain, store and protect the WORK until BUYER provides further instruction;
c) SELLER shall deliver to BUYER all DOCUMENTS, including all BUYER INFORMATION;
d) BUYER may take possession of the WORK or any portion of the WORK that is cancelled, including, without limitation, DOCUMENTS, GOODS, equipment, materials, supplies and structures; and/or
e) SELLER shall, upon request, transfer all subcontracts to BUYER or BUYER's nominee or negotiate acceptable cancellation terms to BUYER, as directed by BUYER.

8.4 BUYER's right to cancellation according to this Article 8 is without prejudice to any other rights or remedies of BUYER. BUYER's sole liability to SELLER GROUP in the event of such cancellation shall be determined in accordance with this Article 8 and BUYER shall not be liable for any other damages including, without limitation, loss of anticipated profits or other consequential or indirect loss.

8.5 Any Articles which expressly or by implication survive termination of the PURCHASE ORDER shall continue in full force and effect.

9 Purchase Order Price

9.1 The PURCHASE ORDER PRICE shall be considered as fixed and firm unless expressly agreed to the contrary.

9.2 In the case of deliveries charged for on a reimbursable basis, payment will become due according to Article 10 only when BUYER has had a reasonable time to verify and accept all WORK to which the invoice relates.

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9.3 SELLER shall defend, indemnify, and hold BUYER GROUP harmless from any liability, claim, cost, or demand resulting from any member of SELLER GROUP's failure to make any payment, filings, reporting, comply with any procedural requirement or any obligations with respect to any TAXES incurred with respect to the WORK or the PURCHASE ORDER. This indemnity shall include all related penalties and interest imposed in addition to the TAXES due as a result of the failure of any member of SELLER GROUP to comply with reporting, filing, payment, or procedural requirements.

10 Terms of Payment and Security

10.1 Unless otherwise set forth in the PURCHASE ORDER, BUYER shall make payment within 60 days following the receipt of a correctly rendered invoice, provided that SELLER's obligations under the PURCHASE ORDER have been fulfilled. BUYER may withhold payment of any disputed or insufficiently documented amounts.

10.2 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 and shall not prejudice any rights or remedies of BUYER in contract or otherwise in law.

10.3 BUYER may deduct from any payment due to SELLER all costs, charges, damages, liquidated sums, expenses and other moneys which are payable by or to be reimbursed by SELLER to BUYER under any provision of the PURCHASE ORDER or otherwise. Where such a sum has become payable by SELLER to BUYER but the precise amount payable has not been determined, then BUYER may make a reasonable estimation of the amount likely to become payable and may withhold that estimation from moneys payable to SELLER. As soon as the exact amount payable by SELLER to BUYER becomes known, the PARTIES will make any necessary adjustments between them.

10.4 All invoices submitted by SELLER shall contain all information and supporting documentation that BUYER deems necessary for evaluating the claim in the invoice.

10.5 SELLER shall submit a final invoice within 45 days of COMPLETION. The final invoice shall include all claims, fees, and sums owed pursuant to the PURCHASE ORDER. Anything not included in the final invoice cannot be submitted at a later date by SELLER and, after the expiry of this time period, SELLER hereby waives its right to make any further claims for additional payment pursuant to the PURCHASE ORDER.

10.6 If advance payments are agreed upon, SELLER shall, at its own cost, provide an on demand advance payment guarantee issued by a bank and in a format acceptable to BUYER for a corresponding amount valid until COMPLETION or repayment of the advance payment in accordance with the PURCHASE ORDER.

10.7 If requested by BUYER, SELLER shall, at its own cost, provide a performance guarantee from a bank and in a format acceptable to BUYER or such other guarantee approved by BUYER. The performance guarantee shall be provided to BUYER prior to submission of the first invoice from SELLER and shall be in an amount of 10% of the PURCHASE ORDER PRICE. This guarantee shall be valid for its full amount until the expiry of the WARRANTY PERIOD.

10.8 If SELLER is a subsidiary of another company, SELLER shall, if requested by BUYER, at its own cost, provide a parent company guarantee in a format 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 WARRANTY PERIOD.

10.9 BUYER has no obligation to pay SELLER until SELLER has submitted guarantee(s) as requested by BUYER in accordance with Articles 10.6, 10.7 and 10.8 above.

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11 Delivery

11.1 DELIVERY of the WORK shall take place according to the agreed terms of DELIVERY and DELIVERY DATE(S) contained in the PURCHASE ORDER. BUYER has in all cases the right to demand DELIVERY of the WORK or any part thereof at any time upon payment of the outstanding part of the PURCHASE ORDER PRICE under the PURCHASE ORDER. SELLER shall not have the right to withhold the WORK, or any part thereof, as security for claims against BUYER (regardless of any dispute between the PARTIES) and expressly waives and relinquishes all such rights.

11.2 The provisions of Incoterms 2020 shall apply as the agreed terms of DELIVERY to the extent that they do not conflict with the terms of the PURCHASE ORDER. Unless otherwise set forth in the Purchase Order Form, the Incoterms for DELIVERY and passing of risk shall be FCA at the location stated in the Purchase Order Form or if not stated, BUYERs premises as stated in the Purchase Order Form. Risk for loss or damage to the GOODS shall pass to the BUYER at the time of DELIVERY unless otherwise agreed in writing between BUYER and SELLER.

11.3 SELLER shall notify BUYER when the WORK has passed relevant testing and is ready for DELIVERY. SELLER shall not deliver the WORK before receiving a release in writing from BUYER.

11.4 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.

11.5 SELLER shall promptly make good, at SELLER's own cost, any loss or damage, howsoever caused, to the GOODS before the risk therein has passed to BUYER.

11.6 If BUYER is responsible for transportation of the WORK, SELLER shall in good time prior to dispatch, request dispatch instructions from BUYER and send detailed and accurate information to BUYER necessary for BUYER to make transport arrangements.

11.7 If SELLER is responsible for transportation of the WORK, SELLER shall as soon as possible, and at the latest within 5 days prior to the planned date of dispatch, provide written notice advising of dispatch so that BUYER may make preparations for receipt of the GOODS.

11.8 SELLER shall respond in writing without delay to all DELIVERY communications from BUYER.

11.9 BUYER shall be entitled to instruct SELLER to store the GOODS for a period of up to 3 calendar months commencing upon DELIVERY at no charge for BUYER. For periods of storage longer than 3 calendar months, BUYER shall compensate SELLER at reasonable agreed rates. In all events, risk of loss and damage to the GOODS will first pass to BUYER at the end of the storage period and SELLER shall be responsible for protecting, preserving, maintaining and insuring the GOODS during any period of storage.

11.10 BUYER, or any third party specified by BUYER, shall be supplied with TAX privilege documents, (any documents that may be favourable to BUYER in relation to payment of TAX/VAT) if available, for the GOODS as soon as possible and not later than the date of arrival of the GOODS.

12 Shipping Instructions, Packing Lists and Invoices

12.1 Packing lists/advice notes/invoices and the like shall only relate to one PURCHASE ORDER and shall be duly marked with PURCHASE ORDER number and item number(s), tag number 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 with respect to item number, part number, tag number, GOODS description and specification.

12.2 All GOODS shall be duly marked with BUYER specified tag number and in accordance with packing lists and instructions stated in the PURCHASE ORDER or in writing by BUYER. If the consignment consists of more than one package, each package shall contain a detailed list of contents and shall be duly marked with the gross weight and dimension and the net and gross weight of each item being delivered.

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12.3 SELLER shall submit to BUYER one original invoice and one copy. Invoices must be marked with BUYER's Purchase Order Form number.

12.4 SELLER shall comply with all applicable legislation and regulations regarding the marking of hazardous material. GOODS supplied under the PURCHASE ORDER, which are contaminated beyond use at the time of DELIVERY, shall be replaced or disposed of by SELLER. SELLER shall bear all expenses for the said processes.

12.5 BUYER will notify SELLER if it considers an invoice is incorrect or incomplete and invoices which do not comply with this Article 12 will be returned by BUYER. Any certificates and other DOCUMENTS specified in the PURCHASE ORDER shall, unless otherwise specified in the PURCHASE ORDER, be delivered together with the GOODS with copies to BUYER as stated in the PURCHASE ORDER. This documentation is considered to be a part of the DELIVERY and invoices shall not be paid until it has been received and confirmed complete by BUYER.

13 Certificate of Origin and Customs Invoice

13.1 BUYER, or any third party specified by BUYER, shall be supplied with a certificate of origin and customs invoices for the GOODS.

13.2 Costs incurred by BUYER due to lack of or incompleteness of certificate of origin or customs invoices shall be charged to SELLER and deducted from the PURCHASE ORDER PRICE.

14 Title to the Work and Free Issue of Materials

14.1 Title to the WORK, including the GOODS and all materials intended for incorporation into the GOODS, shall pass to BUYER as soon as such GOODS and materials have been prepared, incorporated into or used in the performance of the WORK, delivered to SELLER's premises or to any site where WORK is to be performed, or paid for by BUYER, whichever occurs first.

14.2 SELLER shall store all GOODS and any materials for incorporation into the GOODS and any FREE ISSUED MATERIALS separately from all other goods and materials in SELLER's premises and shall mark and label them as the property of BUYER. In addition, BUYER shall have the right to take all actions BUYER deems necessary, in order to protect BUYER's ownership to all items BUYER has title to in accordance with this Article 14.

14.3 All BUYER INFORMATION shall, as between BUYER and SELLER, be the property of BUYER.

14.4 If BUYER issues FREE ISSUED MATERIALS or FIM to SELLER, such materials shall remain the property of BUYER at all times. SELLER shall have the risk of loss or damage to such materials from the delivery of such until DELIVERY of the GOODS (including such FIM) to BUYER. SELLER shall insure all FIM while they are in SELLER's custody and care and shall maintain FIM in good order and condition and in accordance with applicable preservation requirements. SELLER shall use FIM solely in connection with the PURCHASE ORDER. SELLER shall be responsible for all storage costs and any other costs related to the care and maintenance of FIM. Loss, waste of, or damage to FIM while they are in the care of SELLER shall promptly be made good by SELLER, BUYER, or a third party at BUYER's option and at SELLER's cost, as directed by BUYER.

14.5 Upon receipt of FIM from BUYER, SELLER shall confirm such receipt within 24 hours by submitting a copy of the packing list to BUYER. Upon receipt of FIM, SELLER shall immediately perform a visual examination and thereafter, not later than one week after receipt, shall perform a detailed inspection. SELLER shall, immediately notify BUYER of any Errors (as defined in Article 4.4) discovered by such examination. If SELLER does not notify BUYER without undue delay of an Error that SELLER has discovered, or reasonably ought to have discovered, and as a result, BUYER incurs direct additional costs, or loses rights, warranties or guarantees, then all such costs incurred shall be borne by SELLER.

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14.6 SELLER warrants it shall not permit the creation of and shall promptly discharge any lien, charge or other encumbrance created in or over the WORK, property of BUYER GROUP or property of CLIENT and shall not enter into any agreement with any third party which shall prevent BUYER acquiring clean, full and unrestricted title in accordance with this Article 14. SELLER shall ensure that SELLER GROUP complies with this Article 14.6. SELLER shall indemnify BUYER against any costs and expenses (including legal fees) incurred by it as a result of any breach of this Article 14.6 by SELLER or SELLER GROUP and shall take all steps necessary to allow BUYER to acquire title to the WORK in accordance with this Article.

15 Delay

15.1 As soon as SELLER believes, or has grounds for believing, that DELIVERY or any part thereof will be delayed past the DELIVERY DATE(s), SELLER shall immediately notify BUYER in writing of the delay, the cause thereof and the measures SELLER will initiate in order to minimize the delay. SELLER shall implement all necessary actions and bear all costs incurred to minimize the delay unless the delay is mainly caused by BUYER. If SELLER fails to notify BUYER or fails to provide such information as requested in this Article 15.1, SELLER shall pay all direct costs incurred by BUYER as a result of such failure.

15.2 If the WORK or any part thereof is not ready for DELIVERY on the DELIVERY DATE(S) or it is evident that the WORK or any part thereof will not be ready on the DELIVERY DATE(S) otherwise than to the extent that such delay is mainly caused by BUYER, BUYER shall be entitled to require the DELIVERY of the WORK and any materials and equipment related thereto to BUYER for completion at SELLER's risk and cost at another location by SELLER (or a third party) at BUYER's option. If BUYER has required such DELIVERY, then BUYER is not obliged to pay that part of the PURCHASE ORDER PRICE which relates to the uncompleted part of the WORK. SELLER shall indemnify BUYER with respect to all additional costs resulting from the delivery in an incomplete state, including without limitation, the costs to complete the WORK. SELLER shall, at BUYER's request, provide any manpower or other resources required for the completion of the WORK at an alternative location.

15.3 Subject to Article 15.1, if SELLER's WORK is delayed and deviates from any of the DELIVERY DATE(S), BUYER is entitled to liquidated damages amounting to 0.5% of the total PURCHASE ORDER PRICE, per commenced calendar day. The liquidated damages shall not exceed 20% of the total PURCHASE ORDER PRICE. BUYER and SELLER hereby agree that the liquidated damages are a genuine reasonable pre-estimate of the losses which may be sustained by BUYER in the event that SELLER fails in its respective obligations under the PURCHASE ORDER and shall not be claimed or construed as a penalty or other unenforceable sum.

15.4 The payment of any damages in this Article 15 shall not release SELLER from its obligation to otherwise fully perform its obligations under the PURCHASE ORDER.

16 Warranty and Guarantee

16.1 SELLER warrants and guarantees that, (i) it has performed and shall perform the WORK in accordance with the provisions of the PURCHASE ORDER, (ii) that the WORK will be free from any defects, (iii) the WORK shall be capable of achieving the performance standards set forth in the PURCHASE ORDER and that if within the WARRANTY PERIOD the WORK is found to be defective, inadequate or otherwise fails to meet the requirements of the PURCHASE ORDER, then SELLER shall forthwith, on written notice from BUYER, rectify or (at the option of BUYER acting reasonably) replace the WORK and carry out all necessary work associated with such rectification or replacement at SELLER's sole cost. Such work shall include but not be limited to removal, repair, engineering, procurement and reinstallation of the defective WORK or that affected by the deficiencies. For defects resulting from deviations from specifications of significant importance as stated in the PURCHASE ORDER, the WARRANTY PERIOD shall be extended by three years from the expiry of the basic WARRANTY PERIOD defined in Article 1.

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16.2 In the event that after BUYER has provided notice as stated in Article 16.1 SELLER fails to rectify, re-perform or replace the defect within a reasonable time, or if BUYER is unwilling to permit SELLER to rectify, re-perform or replace the defect, BUYER may, at its option and without prejudice to any other rights or remedies it may have under the PURCHASE ORDER, undertake such rectification itself or procure a third party to undertake such rectification, and SELLER shall bear the risk of such rectification of the WORK and costs. SELLER's failure to sufficiently rectify, re-perform or replace defects within a reasonable time shall be considered by BUYER as a material breach of the PURCHASE ORDER.

16.3 Without prejudice to the foregoing, BUYER shall be entitled to the benefit of any longer warranty and guarantee periods than those provided in Article 16.1 and as may be provided by any member of SELLER GROUP, and to the extent assignable, all rights and remedies available to SELLER GROUP shall be passed directly to BUYER.

16.4 If SELLER makes rectifications according to Articles 16.1 and 16.2, the provisions of this Article 16 shall apply to said rectifications for twenty four (24) months from the completion of such corrections or the end of the basic WARRANTY PERIOD, whichever is later in time.

16.5 Without prejudice to any other rights of BUYER, in the event that the WORK is not capable of being used as contemplated by the PURCHASE ORDER for any period due to SELLER's default, the WARRANTY PERIOD shall be extended for a corresponding period of time.

16.6 BUYER is entitled to claim compensation for any damages and losses suffered due to defects in the WORK arising after COMPLETION, limited to the PURCHASE ORDER PRICE. Notwithstanding this, the provisions of this Article 16 shall not limit SELLER's liability under any provision of this PURCHASE ORDER and shall be in addition to any rights BUYER may have in contract, equity or law.

17 Termination for Default

17.1 An "Event of Default" shall occur when SELLER fails in any way to fulfil its obligations pursuant to the PURCHASE ORDER, is liable for the maximum of any limitation of liability hereunder, becomes insolvent or otherwise stops its payments.

17.2 If an Event of Default occurs, BUYER may choose one or more of the following alternatives in combination with or addition to those specified in Article 8.3:

a) Demand DELIVERY of the wholly or partially completed WORK and have it completed, at option of BUYER, by SELLER or a third party nominated by BUYER, at SELLER's sole cost;
b) in case of Event of Default caused by breach of material obligation terminate the PURCHASE ORDER for default; and/or
c) Claim compensation for losses directly related to the Event of Default, including all costs to complete the WORK and related to any termination.

17.3 SELLER is only entitled to be credited that part of the PURCHASE ORDER PRICE which relates to WORK completed in compliance with the PURCHASE ORDER. All costs related to the aforementioned termination shall be borne by SELLER, and any amount so credited to SELLER shall be set off against BUYER's costs related to the termination.

17.4 BUYER's rights pursuant to this Article 17 are without prejudice to any other rights or remedies BUYER may have in contract or at law.

18 Force Majeure

18.1 Neither of the PARTIES shall be considered in breach of an obligation to the other under the PURCHASE ORDER to the extent that the PARTY can establish that fulfilment of the obligation has been prevented by FORCE MAJEURE.

18.2 The PARTY invoking FORCE MAJEURE shall, as soon as possible, notify the other PARTY in writing of the FORCE MAJEURE situation, the cause of delay and the presumed duration thereof.

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18.3 For the purposes of the PURCHASE ORDER, a FORCE MAJEURE situation shall include, but not be limited to;

a) Riot, war, invasion, acts of foreign enemies, acts of terrorism, acts of piracy, civil war, rebellion, revolution, insurrection of military or usurped power,
b) Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component hereof,
c) Unusually severe natural physical disasters that could not be reasonably anticipated, including earthquakes, floods, fires, explosions, hurricanes, typhoons, but excluding weather conditions less severe than the aforementioned,
d) Strikes or industrial disputes at a national or regional level, excluding strikes and industrial disputes related to the activity of SELLER GROUP,
e) Maritime or aviation disasters.

Provided always that the occurrence is beyond the control of the PARTY affected and 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.

18.4 Each PARTY is entitled to terminate the PURCHASE ORDER by written notice to the other PARTY if the FORCE MAJEURE situation continues, or it is obvious that it will continue, for more than 60 days. In such case BUYER may require the WORK to be delivered in the condition it is in at the date of termination upon paying a pro rata part of the PURCHASE ORDER PRICE. In the event of termination due to FORCE MAJEURE, each PARTY shall cover its own costs resulting from the FORCE MAJEURE situation. SELLER is entitled to the unpaid balance due to SELLER for that part of the WORK already performed prior to the occurrence of the FORCE MAJEURE situation and SELLER shall ensure that BUYER has full unrestricted title for the same.

18.5 In the case of FORCE MAJEURE, each PARTY shall cover its own costs resulting from the FORCE MAJEURE situation.

19 Liability and Insurance

19.1 SELLER shall defend, indemnify and hold BUYER GROUP harmless from and against any claim, howsoever arising, concerning:

a) Personal injury to or loss of life of any employee or personnel of SELLER GROUP,
b) Loss of or damage to the WORK prior to the passing of risk therein to BUYER, and loss or damage to the WORK occurring thereafter to the extent attributable to the acts or omissions of SELLER GROUP, and/or
c) Loss of or damage to any property of SELLER GROUP.

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

19.2 BUYER shall defend, indemnify and hold SELLER GROUP harmless from and against any claim concerning:

a) Personal injury to or loss of life of any employee or personnel of BUYER GROUP, and/or
b) Loss of or damage to any property of BUYER GROUP except as otherwise provided in Article 19.1(b) and in so far as the same are related to or used in connection with the PURCHASE ORDER.

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

19.3 SELLER shall defend, indemnify, and hold BUYER harmless from any and all liability, claims, losses, damages, costs and expenses (including legal fees) arising from death, disease or injury to any third party and loss of or damage to any third party property which arise out of the WORK.

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19.4 Notwithstanding anything herein to the contrary, BUYER shall defend, indemnify and hold SELLER GROUP harmless from BUYER GROUP's own Indirect Loss, and SELLER shall defend, indemnify and hold BUYER GROUP harmless from SELLER GROUP's own Indirect Loss. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either PARTY. Indirect Losses is defined as any indirect or consequential loss, any loss of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit, and similar losses and damages, regardless of whether such losses or damages were reasonably foreseeable at the time of entering into the PURCHASE ORDER or at the commencement of the WORK.

19.5 SELLER shall procure and maintain in full force and effect at SELLER's expense, and for the duration of the PURCHASE ORDER until the end of the WARRANTY PERIOD, all necessary insurances required, customary or advisable, for the performance of the WORK.

19.6 SELLER shall maintain at a minimum the insurances listed below. The amounts are minimum requirements and not limits of liability and they are not to be construed as SELLER's consent to substitute its financial liability in excess of the amounts set forth except as otherwise agreed in the PURCHASE ORDER:

a) Workers compensation and/or employer's liability insurance covering personal injury to or death of personnel of SELLER GROUP to the minimum value required by applicable law or, if greater in sum, US Dollars two millions (US$ 2,000,000) per occurrence, including extended cover for working offshore in accordance with project requirements.
b) General third party and product liability insurance covering all liabilities in respect of property damage and personal injury arising from the activities of SELLER GROUP in relation to the PURCHASE ORDER, with a minimum limit of not less than US Dollars five millions (US$ 5,000,000) per occurrence and in the aggregate for products liability.

c) Motor liability insurance in compliance with statutory requirements for not less than the amount required by any applicable legislation or, if greater in sum, US Dollars one million (US$ 1,000,000) per occurrence.
d) All risks insurance covering physical loss or damage to (i) the GOODS, in part or in whole, while in progress and the FREE ISSUED MATERIALS or other property of BUYER GROUP while in the care and custody of SELLER and (ii) SELLER GROUP's construction plant, machinery and equipment, both for the full replacement value of the property.

19.7 All insurances shall be placed with reputable insurers, acceptable to BUYER, and shall for all insurances (other than Employers Liability Insurance/Workmen's Compensation) to the extent of the liabilities assumed by SELLER under the PURCHASE ORDER, include BUYER GROUP as additional insured.

19.8 All insurances shall be endorsed to provide that underwriters waive any rights of subrogation against BUYER GROUP to the extent of the liabilities assumed by SELLER under the PURCHASE ORDER.

19.9 Such insurances shall also where possible, provide that BUYER shall be given not less than thirty (30) calendar days prior written notice of cancellation of or material change to the insurance cover.

19.10 Within fifteen (15) calendar days of the date when both Parties have signed the PURCHASE ORDER, SELLER shall provide BUYER with insurance certificates, and thereafter renewals thereof, documenting that the relevant insurance requirements are procured and shall be maintained in accordance with this Article 19. The provision of the insurance certificates to BUYER shall not fix BUYER with the content thereof and shall not be a defence to any claim by BUYER against SELLER.

19.11 In the event that SELLER fails to provide any of its insurance set forth in this Article 19 or should any insurance be cancelled, terminated, BUYER may consider this an Event of Default and terminate the PURCHASE ORDER or have the right (not the obligation) procure the requisite insurance at SELLER's own cost.

19.12 The provisions of Articles 19.5 19.6 and 19.7 shall in no way limit the liability of SELLER under the PURCHASE ORDER.

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19.13 For the sake of clarity and the purpose of this Article 19, BUYER GROUP and SELLER GROUP shall also include the employees and agents of the companies included within BUYER GROUP and SELLER GROUP.

20 No Waiver

20.1 No act or failure to act by BUYER in response to any breach of the PURCHASE ORDER shall be construed as a waiver of or acquiescence to that breach, or of any subsequent breach, unless made expressly in writing.

20.2 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 BUYER of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

21 Intellectual Property Rights

21.1 Subject to 21.2 and 21.4, all INTELLECTUAL PROPERTY in and related to the WORK, including the DOCUMENTS, which is developed by SELLER GROUP in connection with the WORK or otherwise arising out of the WORK shall be the property of BUYER.

21.2 The PARTIES agree that all INTELLECTUAL PROPERTY owned by a PARTY prior to entering into the PURCHASE ORDER will remain the property of that PARTY.

21.3 All INTELLECTUAL PROPERTY in BUYER INFORMATION shall remain at all times the property of BUYER or CLIENT. BUYER INFORMATION shall not be used by SELLER other than for the purpose of the WORK and shall, upon written request by BUYER, be returned to BUYER when the WORK is completed.

21.4 SELLER shall maintain ownership of inventions, developments and enhancements of SELLER INTELLECTUAL PROPERTY, in addition to INTELLECTUAL PROPERTY produced independently of the PURCHASE ORDER, unless any of such are based in whole or in part on BUYER INFORMATION, in which event they shall be owned by BUYER.

21.5 SELLER shall notify BUYER of any INTELLECTUAL PROPERTY which BUYER shall obtain ownership of, or rights to, hereunder, and SELLER shall provide the necessary assistance to enable BUYER to acquire such rights. BUYER shall pay SELLER for all reasonable costs in connection with such assistance in accordance with applicable law.

21.6 SELLER shall provide and grant to BUYER and CLIENT and to anyone authorised by BUYER and CLIENT an irrevocable, perpetual, transferable, royalty-free, world-wide, non-exclusive license to all INTELLECTUAL PROPERTY owned by SELLER hereunder to the extent necessary for BUYER, CLIENT or their transferees to utilise the WORK and the DOCUMENTS, including the engineering, procurement, construction, installation, operation, maintenance, modification, adaptation and repair of such. Said license may be freely assigned to any end user of the WORK.

21.7 SELLER shall indemnify and hold harmless BUYER GROUP against any actual or alleged claims and proceedings, including legal fees, by BUYER GROUP or third parties with regard to infringement or violation of any INTELLECTUAL PROPERTY rights, in any jurisdiction, in connection with the WORK.

22 Confidentiality

22.1 SELLER shall keep confidential all BUYER INFORMATION 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 BUYER, unless such information:

a) Is already known to SELLER at the time the information was received,
b) Is or becomes part of the public domain (except by default of SELLER or its personnel),
c) Is rightfully received from a third party without an obligation of confidentiality, and/or
d) Is required to be disclosed by law.

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22.2 SELLER shall be entitled to disclose BUYER INFORMATION to SELLER GROUP to the extent necessary for the purpose of fulfilling its obligations under the PURCHASE ORDER, provided that such disclosure is made under a separate confidentiality and non-disclosure agreement no less stringent than this Article.

22.3 Notwithstanding anything to the contrary contained herein, any data that by itself, or in combination with other information, may identity a natural person ("Personal Data"), is confidential information and shall be treated as such. SELLER may only use such Personal Data to the extent necessary related to the performance of the WORK. SELLER has no right to keep a copy of any Personal Data provided by BUYER in relation to the PURCHASE ORDER in any format, and all physical and logical access to such Personal Data shall be deleted.

23 Assignment of the Purchase Order

23.1 BUYER is entitled to assign, novate or otherwise transfer its 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 Upon BUYER's written notification to SELLER, CLIENT and CLIENT's partners 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 Subcontracting

24.1 SELLER shall not subcontract any major or important part of the PURCHASE ORDER unless BUYER has given approval in writing. Subcontracting shall not relieve SELLER of SELLER's 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 subcontractors as fully as if they were the acts, defaults and neglects of SELLER.

24.2 SELLER shall ensure that all subcontractors involved in the performance of the WORK are bound by terms that are no less stringent than the PURCHASE ORDER.

24.3 Subcontracts entered into by SELLER shall contain a provision under which BUYER is entitled to call for the subcontract to be assigned to BUYER.

24.4 In relation to the PURCHASE ORDER and the WORK hereof, BUYER shall be entitled to assign to SELLER any contract entered into by BUYER. If after entry into the PURCHASE ORDER, BUYER assigns a contract and the conditions of such contract were unknown to SELLER at the time of entry into the PURCHASE ORDER, SELLER is entitled to request for variations in accordance with the provisions in Article 5.

25 Corporate Social Responsibility, Anti-Corruption and Fair Competition

25.1 Each PARTY shall uphold the highest standards of business ethics and corporate code of conduct in the performance of the PURCHASE ORDER. Furthermore, each PARTY by entering into the PURCHASE ORDER confirms that it will support, respect and act in compliance with applicable laws and regulations of any governmental or regulatory body having jurisdiction over the WORK, including inter alia anti-bribery and corruption, anti-money laundering, human rights, labour rights, prohibition of child labour, environmental and natural resources protection, IT and cyber security, data privacy, anti-trust and competition, and internationally acknowledged standards such as the OECD Guidelines for Multinational Enterprises, UN Guiding Principles on Business and Human Rights, including the principles and rights set out in the eight fundamental conventions identified in the Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work and the International Bill of Human Rights, or other acknowledged standards and conventions.

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25.2 Each PARTY shall take measures to ensure compliance by its officers, directors, employees, agents, representatives or any other person acting on their behalf, as well as its subcontractors and subcontractor's officers, directors, employees, agents, representatives or any other person acting on their behalf, and all subcontracts executed by SELLER shall provide that violation of applicable laws, regulations, and acknowledge standards and conventions as set out in Article 25.1 may be a ground for termination of the subcontract.

25.3 Each PARTY confirms that it, through its operations, will not cause or contribute to any direct or indirect infringement of human and labour rights and that they are committed to implement and enforce effective systems to minimize risks of human and labour rights infringements in their own operations or through their supply chain or business partners.

25.4 Each PARTY agrees that they and their officers, directors, employees, agents, representatives or any other person acting on their behalf will not, directly or indirectly take part in any action that constitutes bribery, corruption or trading in influence pursuant to laws and regulations applicable to the PURCHASE ORDER or BUYER GROUP or SELLER GROUP. SELLER warrants and represents that, in connection with the WORK it has not, for itself or a third party, received, made or offered and will not receive, make or offer any payment, gift, promise or other advantage or anything of value, whether directly or through intermediaries, to or for the use of any public official, where such payment, gift, promise or advantage would violate the principles identified in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union, or that would violate any national anti-corruption laws that might apply to the PURCHASE ORDER, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, which includes bribery of private individuals.

25.5 Each PARTY agrees to act in a fair and ethically justifiable manner in accordance with applicable competition rules.

25.6 Each PARTY agrees to give prompt written notice to the other PARTY in the event that, at any time during the period of the PURCHASE ORDER, the noticing PARTY has failed to comply with or has violated any of its responsibilities in Article 25.

25.7 BUYER has prepared a Supplier Declaration reflecting BUYER's focus on ethics, human-rights and principles for anti-corruption. SELLER shall sign the Supplier Declaration and undertakes to fulfil the requirements set out therein.

26 Health, Safety, Security and Environment

26.1 Each PARTY confirms upon entering into the PURCHASE ORDER that it will act and exercise such PURCHASE ORDER in compliance with the highest standards of health, safety, environment and security policies, laws and regulations.

26.2 SELLER shall pay attention to safety during the manufacture of the WORK in order to avoid loss or harm to any person, property or environment. SELLER shall have a documented, implemented and auditable Health, Safety, Security and Environment (HSSE) management system for the WORK to be performed according to applicable laws and regulations where the WORK is performed. SELLER's HSSE management system shall have a level of standard that is no less stringent than and in strict compliance with BUYER's HSSE policy. BUYER shall have the right to perform quality audits of the SELLER's HSSE management system. SELLER shall immediately and not later than within twenty four (24) hours, notify BUYER of any fatal or severe safety incidents occurring and directly related to the performance of the WORK.

27 Resolution of Disputes

Disputes arising in connection with or as a result of the PURCHASE ORDER, and which are not resolved by mutual agreement, shall be settled by court proceedings. Any court proceeding shall be brought before Oslo District Court. The PARTIES shall act and handle the dispute in an amicable manner.

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28 Third Party Rights

Except as expressly provided in the PURCHASE ORDER it is agreed that the PURCHASE ORDER is not intended to and does not give any person who is not a PARTY to this PURCHASE ORDER any rights to enforce any provision contained herein.

29 Governing Law

The PURCHASE ORDER shall be governed by and interpreted in accordance with Norwegian law.

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