



<i>Document:</i>	<b>General Terms &amp; Conditions</b>
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## 1. DEFINITIONS:

- 1.1 “Agreement” means: The project agreement entered between the Buyer and Contractor, the separate other agreements entered between the Buyer and Contractor as part of the order (including CTR) and these General Term & conditions.
- 1.2 “Services” means: All services to be provided by Contractor under the Agreement
- 1.3 “Work” means: All work which the Contractor has agreed to perform in connection with fulfilment of the Agreement

## 2. CONTRACTOR PERFORMANCE

- 2.1 Contractor will comply with all applicable laws and regulations in connection with fulfilment of the Agreement. Contractor will obtain all and maintain all official permits necessary to perform the Services.
- 2.2 Contractor will perform the Services with that degree of skill, care, diligence, and good judgement normally exercised by a professional firm performing work of the similar nature. The Services shall in all respect meet the specifications of the Agreement.
- 2.3 Contractor undertakes to refrain from using child labour as defined in International Labour Organization (ILO) Convention No. 138 on minimum age for admission to employment. Contractor shall comply with all relevant laws and regulations relating to the employment of children and young persons in connection with the Work.
- 2.4 Contractor and Contractor’s personnel will not, in connection with the Work, either directly or indirectly offer or give or agree to give any person in the service of Buyer any consideration of any kind as an inducement or reward for any act or omission of that person or another in relation to the obtaining or execution of the Agreement or any other contract with Buyer.
- 2.5 When work is carried out at Buyer’s premises Contractor shall comply with any rules in force relating to safety and working conditions.

## 3. COMMUNICATION

- 3.1 All documentation, correspondence etc. in connection with the Agreement shall be in English.
- 3.2 Buyer and Contractor shall appoint respectively a “Buyer’s Representative” and a “Contractor’s Representative” to whom all formal communications and notices in connection with the Agreement shall be sent. Each party may by written notice replace its representative.
- 3.3 No one other than Contractor’s Representative is authorised to sign letters, alter the scope of Services, or otherwise consent to deviations or alterations of Agreement on Contractor’s behalf.

## 4. QUALITY MANAGEMENT

- 4.1 Contractor shall have an established, documented quality assurance system in accordance with the requirements.
- 4.2 Buyer is entitled to review and carry out quality audits and verifications of Contractor's or any subcontractor's quality management. Contractor shall provide all necessary assistance in this respect.
- 4.3 QA system and reporting of incidents and non-conformance – The Contractor has a quality management system. In order to ensure that all incident reporting is completed as per our QA system requirements, Buyer shall ensure that the Contractor is copied in on any incident and/or non-conformance reports generated onboard as a result of our work performed on your vessel or rig. In order to learn from incidents and use such information to avoid future incidents, it is important that such information flow freely between the client and the contractor.

## 5. CTR

- 5.1 **Cost/Time/Resources (CTR) based: The Agreement is CTR based, and both parties agree that:**
- 5.1.1 The CTR covers items as listed in the deliverables. Items can be added to and subtracted from the CTR with prices adjusted accordingly. The time estimates are indicative only and subject to change and large local variation.
- 5.1.2 No expenses or 3rd party services e.g. - Customs Clearance Fees, fees for certificates etc. have been estimated in the price and the Buyer will be charged at cost + 10% if not directly arranged for the Buyer for their own account.
- 5.1.3 The CTR cost does not include allowances for levies, agents' fees, dues, VAT/GST/sales tax, import/export charges, or other such charges which all will be for Buyer's Account.
- 5.1.4 Delay outside the Contractors control including downtime due to SIMOPS, oftakes, weather, muster drills etc. or other stand down time is for the Buyers cost, and the Buyer will be charged at standard hourly rates for personnel and equipment and other costs will be decided in each case.
- 5.1.5 The Buyer 's approval of each CTR is required before work can proceed.
- 5.1.6 Equipment and personnel rates are charged from time of leaving home base to time of return to home base at facility rates indicated in the Schedule of Rates in the CTR.
- 5.1.7 Additional work or changes to the work-scope will be charged at facility rates quoted.
- 5.1.8 Office accommodation, local accommodation for the Steel Inspector, communications to the Contactor to be provided by the Buyer at no cost for the Contractor or if provided by the Contractor the Buyer shall be charged at cost +10%.
- 5.1.9 Data, documentation, and information required for completion of the work to be provided at no cost to Contractor at agreed time and in mutually agreed electronic or other format.
- 5.1.10 Reporting to be charged at daily rate for relevant grade and location of technician when reports are carried out.
- 5.1.11 Cost of work permit, other permits and visa's shall be charged at cost +10%.
- 5.1.12 Client to provide safe access and egress to clean, gas free, well-lit work areas, suitable site messing / accommodation FOC.

## 6. EQUIPMENT & PERSONNEL

- 6.1 Delivery & redelivery of equipment from MSI warehouse locations.
- 6.1.1 Contractors manpower may come from different jurisdictions and Buyer accepts the costs related hereto including but not limited to travel and visa costs.
- 6.1.2 Compensable time counts from departure until returned to their point of origin. The Contractor will, for Buyer's account, arrange covid test (if required), transportation to/from nearest port/airport of the installation and the customer is responsible for arranging through their agents, all further transport and accommodation needed.

## 7. PAYMENT

- 7.1 The project will be invoiced monthly if not specified otherwise
- 7.2 The Buyer agree to settle the invoices by electronic transfer no later than 30 calendar days from the invoice date if no other payment terms have been specified.
- 7.3 If any invoiced item(s) are in dispute, the Buyer agrees to - without delay - pay all undisputed amounts within the payment deadline agreed.
- 7.4 If VAT is applicable, the Contactor will separate and specify the VAT in each invoice.

## 8. FORCE MAJEURE

- 8.1 Force majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Agreement and could not reasonably have avoided it or overcome its consequences. Force Majeure includes acts of God, acts of public enemies, wars, acts of terrorism, blockades, insurrections, riots, epidemics, landslides, earthquakes, floods and import restrictions, etc.
- 8.2 A party shall not be considered in breach of the Agreement to the extent it is proven that such party was unable to fulfil its contractual obligation due to force majeure. A party wishing to invoke force majeure must notify the other party immediately thereof, if not it will lose the right to claim that force majeure has occurred
- 8.3 Each party is entitled to cancel the Agreement if the force majeure situation continues, or it is obvious that it will continue, for more than 60 days.
- 8.4 If the Agreement is cancelled due to Force Majeure, Buyer is still liable for the Contractor's equipment onboard or in transit to the vessel. Buyer is required to arrange the return of all Contactor equipment and property and agrees to pay stand-by hire on all equipment as per Agreement even if Force Majeure has been invoked.

## 9. CONFIDENTIALITY

- 9.1 Each party shall keep secret all information received from the other party in connection with the Agreement unless such information:
- a) is already known to the party in question at the time the information was received, or
  - b) is or becomes part of the public domain other than through a fault of Buyer or Contractor including its subcontractors, or
  - c) is rightfully received from a third party, without an obligation of confidentiality.
- 9.2 Buyer shall, notwithstanding clause 12.1, be entitled to transfer any information to third parties to the extent necessary for performance of or utilization of the Services, or submit any information required by relevant authorities, including information required by laws and regulations.
- 9.3 Neither party shall publish information (including press releases) regarding the Agreement without the other party's written approval. Such approval shall not be unreasonably withheld.
- 9.4 Contractor may use Buyer's logo in its marketing without the written consent of Buyer.

## 10. INSURANCE

- 10.1 Buyer warrants that the vessel or unit on which the Work is taking place is covered by internationally recognized Hull and Machinery (H&M) insurance as well as regular Protection and Indemnity (P&I) coverage including war risk and US/world-wide pollution coverage.
- 10.2 Buyer agrees that Contractor's Services onboard are covered by the above-mentioned H&M and P&I coverages.
- 10.3 Contractor shall provide and maintain insurance adapted to Contractor's operations and the nature of the Services, covering Contractor's obligations and liabilities under the Agreement. Buyer can in writing request to be named as an additional insured in such insurance policies.
- 10.4 Whenever requested by Buyer, Contractor shall provide an insurance certificate documenting that such condition is fulfilled.

## 11. LIABILITY & INDEMNIFICATION

- 11.1 Contractor shall indemnify Buyer and Buyer's client from and against any claim concerning:
- a) personal injury to or loss of life of any employee of Contractor or any subcontractor arising in connection with the Work, or
  - b) loss of or damage to any property of Contractor or any subcontractor arising in connection with the Work.

This applies regardless of the manner in which such liability arises, whether by way of negligence, strict liability, or otherwise, on the part of the Buyer.

- 11.2 Buyer shall indemnify Contractor from and against any claim concerning:
- a) personal injury to or loss of life of any employee of Buyer arising in connection with the Work, or
  - b) loss of or damage to any property of Buyer arising in connection with the Work.

This applies regardless of the manner in which such liability arises, whether by way of negligence, strict liability, or otherwise, on the part of the Contractor.

- 11.3 In no event, whether as a result of the Agreement, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall Contractor or Buyer be liable towards the other party for loss of

production, profit or revenue or any special, consequential, incidental, indirect or exemplary loss or damages.

- 11.4 Contractor's total liability in respect of any and all claims, which may arise in connection with the performance or non-performance under the Agreement, shall under no circumstance exceed 100% of the total amount payable by Buyer under the Agreement.

## **12. ASSIGNMENT OF THE AGREEMENT**

- 12.1 Neither Buyer nor Contractor shall not assign his rights and obligations pursuant to the Agreement without Buyer's written consent, which shall not be unreasonably withheld.

## **13. CISG**

- 13.1 The Convention on International Sale of Goods (CISG) and any law to incorporate it in the legislation shall not apply.

## **14. LAW AND DISPUTES**

- 14.1 This Agreement shall be governed by and interpreted in accordance with Danish law.
- 14.2 Any dispute arising out of or in connection with the Agreement, including any disputes regarding its existence, validity, or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be within the area of Greater Copenhagen. The language to be used in the arbitral proceedings shall be English.