Pro Analysis & Process Control Document Front Sheet

4	**05.05.2021**	**Hanne Frøyshov**	**Silje Bruknapp Nordvik**
Rev. no.	Rev. date	Prep. sign.	App. sign.

Document number:

915

Document title:

Terms & Condition (T&C) for Pro Analysis & Process Control Technical service

Spots every drop

Total number of pages:

7

Terms & Conditions for Pro Analysis & Process Control Technical Service
ADDENDUM TO ORGALIME R02

1 GENERAL

1.1 Terms & Conditions for Pro Analysis & Process Control Technical Services is based upon the Orgalime S 2012 S for Installation & Commissioning Services, and Orgalime R02 for Repair and Maintenance Services. The latest edition of Orgalime shall always apply.

1.2 Whenever Pro Analysis & Process Control are referred to Orgalime in a quotation, or in an order confirmation, Orgalime and this addendum shall apply to the contract between the client Pro Analysis & Process Control. If the client refers to other Terms & Conditions, these shall apply only to the extent Pro Analysis & Process Control expressly agrees thereto in writing.

1.3 In the event of any contradictions or discrepancies between this addendum and Orgalime S 2012 S or Orgalime R02, this addendum shall prevail.

2 DEFINITIONS

The following definitions shall apply in Orgalime S 2012 S, Orgalime R02 and this addendum:

- “Technical Services” shall mean installation, commissioning, repair, and maintenance.
- “Contract” shall mean the agreement in writing between the parties concerning supply of the Product and Technical Services.
- “Orgalime S 2012 S” shall mean SUPPLEMENTARY CONDITIONS FOR THE SUPERVISION OF INSTALLATION OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS DELIVERED UNDER ORGALIME S 2012, 2012 edition or latest edition published thereafter.
- “Installation and commissioning services” shall mean installation and commissioning of the Products including testing and supervision.
- “Products” shall mean the object supplied under the Contract, including software and documentation.
- “Orgalime R02” shall mean GENERAL CONDITIONS FOR THE REPAIR OF MACHINERY AND EQUIPMENT (R02), 2002 edition or latest edition published thereafter.
- “Repair and maintenance services” shall mean fault tracing, remedying of the defect, provisioning and replacement of spare parts, functional check, and assistance at testing.
- “Equipment” shall mean the specific equipment which is subject to repair under the Contract.
- “Supplier” shall mean Pro Analysis & Process Control.
- “Customer” shall mean the other party to the Contract.

3 CONFIRMATION OF ORDER

3.1 Any order shall be subject to the Supplier’s written order confirmation, signed by authorised personnel from the Supplier.

4 OBLIGATIONS OF SUPPLIER

4.1 Supplier shall diligently perform the agreed Technical Services in a skilful, safe, and professional manner.

4.2 Supplier shall provide labour, skills, equipment and material necessary to perform the Technical Services unless this Contract provides otherwise.

4.3 All the work performed shall be conducted in strict compliance with this Contract.

4.4 In the event of accident or illness of the Supplier's personnel necessitating medical attention or hospital treatment, the Customer shall assist the Supplier to obtain the best available medical attention, hospital treatment and medicines, regardless of whether the accident or illness occurs during or outside working time.

4.5 If the Supplier decides to send any member of his personnel home on medical grounds, the Customer shall give the Supplier all reasonable assistance in arranging the person's return home. The cost of any such return shall be borne by the Supplier. The same shall apply in the event of death of any member of the Supplier's personnel.

5 OBLIGATIONS OF CUSTOMER

5.1 Customer shall supply at Customer's expense necessary and safe transport between offshore rig or site(s) and Customer's harbour(s)/ airport for Supplier's personnel.

5.2 Customer, at its sole cost and expenses, shall provide lodging and meals at the work site plus safe transportation to move Supplier personnel from main arrival airport to the work site and return.

5.3 Customer shall provide first aid medical care as may be required for Supplier's personnel at Supplier's cost and expense, which will be, invoiced by Customer to Supplier. It is expressly understood and agreed by the parties hereto that said medical care is provided subject to Supplier's indemnity.

5.4 Customer shall provide assistance to Supplier in respect of obtaining work permit and visa for its personnel. Customer shall cover the necessary cost relating to obtaining work permit and visa.

5.5 In the event of accident or illness of the Supplier's personnel necessitating medical attention or hospital treatment, the Customer shall assist the Supplier to obtain the best available medical attention, hospital treatment and medicines, regardless of whether the accident or illness occurs during or outside working time.

5.6 If the Supplier decides to send any member of his/hers personnel home on medical grounds, the Customer shall give the Supplier all reasonable assistance in arranging the person's return home. The cost of any such return shall be borne by the Supplier. The same shall apply in the event of death of any member of the Supplier's personnel.

6 WORKING CONDITIONS

6.1 Customer shall provide Supplier's personnel with a minimum of six (6) litre per day with pure bottle water with sealed screw cap. Supplier's personnel shall as a minimum be provided with three meals per day. All food shall be of good standard and free for any bacteria etc. that can affect health and living standard during the stay.

6.2 The Customer shall place at the disposal of the Supplier's personnel suitably furnished rooms, with proper facilities for personal hygiene. The Customer shall provide each member of the Supplier's personnel with a room of his/hers own located in the vicinity of the site. The room shall have at least one window and be clean and comfortable. It shall be provided with satisfactory electric lighting and washing facilities and shall be kept at a temperature of 18-25°C, have normal humidity and low noise and be adequate to sleep minimum seven hours per night. It shall contain a wardrobe for clothing and personal

belongings and means of securely locking. Bed sheets, pillowcases and towels shall be provided and changed weekly. The lodgings shall also include a shower.

7 SAFETY REGULATIONS

7.1 Before the work is due to commence, the Customer shall inform the Supplier of all relevant safety regulations in force at the site. The Supplier shall secure the observance of such safety regulations by its personnel.

7.2 The Supplier shall inform the Customer of any special dangers which the execution of the work may entail. The Customer shall inform the Supplier's personnel of the conditions in the Customer's country under which this Contract is to be carried out, and of any particular risks or dangers that may be encountered on the site or in the use of any equipment and tools provided by the Customer. The Customer shall comply with all reasonable requests by the Supplier's personnel for the provision of additional safety measures against special dangers.

8 LANGUAGE

8.1 The language for the day-to-day communication on the site shall be in English or Scandinavian (Norwegian, Swedish or Danish).

9 SUSPENSION

9.1 The supplier shall be entitled without further notice to suspend the supervision and withdraw its staff, if Customer executes a grave inability to meet the requirements mentioned above.

9.2 The Supplier shall be entitled without prior notice, to suspend the supervision and withdraw its staff, if any invoice is not paid in accordance with due date.

9.3 If the work is interrupted due to a reason for which the Supplier is not responsible, including force majure, the Supplier shall be entitled to withdraw its personnel from site and send them home, in which case the Customer shall pay the expenses of their withdrawal, including sending Supplier's personnel home. If Supplier's personnel can return to site the Customer shall cover these expenses.

10 COMPENSATION

10.1 Where the parties have agreed that the Technical Services shall be paid for on reimbursable basis, the Customer shall pay for the work and for the use of equipment in accordance with the rates specified in Supplier's service quotation or rate table. The time worked shall be calculated by reference to the number of hours certified as worked in the timesheets signed by the Customer.

10.2 Overtime and work on Saturdays, Sundays, national holidays and at night shall be charged at special rates specified in the quotation or rate table. In instances where the actual installation is closed and the Supplier does not access the work site, due to local or customers holiday, weekends etc. the Supplier will still invoice Customer a full day rate according to the quotation or service rate table.

10.3 Overtime rates shall apply for all working hours conducted by Supplier's personnel that occurs after 14 (fourteen) days.

10.4 The following items shall be separately charged:

a) all travelling expenses incurred by the Supplier in respect of his staff and the transport of their equipment and personal effects using the means and class of travel specified in the Contract.

b) cost of board and lodging and other living expenses, including any appropriate allowances, of the Supplier's staff for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident.

c) overtime and work on locally recognised days of rest and local public holidays and outside normal working hours shall be charged at special rates. The rates shall be as agreed in the Contract, or, failing agreement, as normally charged by the Supplier.

d) time necessarily spent on daily travel between lodgings and the site if it exceeds half an hour each way.

e) any costs incurred by the Supplier in accordance with the Contract, in connection with the provision of equipment by him.

f) any taxes or dues levied on the invoice and payable by the Supplier or his staff in the country where supervision takes place.

11 THE COVER OF COST RELATED TO CANCELLATION, DELAY OR SUSPENSION OF MOBILIZATION

11.1 If Customer cancels or postpones a pre-planned operation, within four weeks prior to planned travel time, Customer will be liable for covering all of Supplier's expenses incurred as a direct result of the cancellation and postponement, these expenses include among others:

a) the cost of personnel vacancy,

b) the cost of preparations

c) the cost of visa-applications, medical consultations and other specific requirements from customer regarding the preparation of mobilization.

11.2 If an operation is cancelled by Customer, the Customer shall be charged for all parts ordered in advance of the cancellation.

11.3 If circumstances that Customer is responsible for leads to a delay of the planned mobilization date, Customer will be liable for covering all of Supplier's expenses incurred as a direct result of the delay, these expenses include among others:

a) the cost of personnel vacancy,

b) the cost of preparations that cannot be applied to a new delayed mobilization, such as the cost of visa-applications, medical consultations and other specific requirements from Customer regarding the preparation of mobilization

11.4 If Supplier suspends a mobilization due to Customer's inability to meet the requirements cf. 9.1, customer will be liable for all of Supplier's necessary expenses incurred as a result of the suspension.

12 ADDITIONAL MOBILIZATION COST

12.1 In situations when additional documented health check (other than the Norwegian standard offshore health certificate), blood samples, x-ray etc. are required prior to the Technical Service, shall Customer be charged net cost +35 %.

12.2 When travelling to a region that demands a visa application prior to the Technical Service, shall the Customer be charged the cost price +35 %. In situation where the application demands the Customer and/or Supplier to meet in person on any embassy etc. shall the time spent as well as any travel cost be charged the Customer in accordance with quotation or rate table provided by Supplier.

13 PAYMENT

13.1 Payment shall be made by the Customer no longer than thirty (30) days from the issue date of the invoice. Should a part of the invoice be disputed by the Customer, the Customer shall nevertheless pay the undisputed amount latest on the due payment date.

13.2 Payment shall be made in the currency in which the purchase price was quoted by Supplier.

13.3 In case of late payment, the Customer shall pay 12 % default interest rate pr year.

13.4 Payment of purchased price is strictly net, exclusive of VAT, and similar.

14 WARRANTIES

14.1 Supplier warrants that its personnel are competent and capable of performing the services and that the services performed hereunder shall be conducted diligently and in accordance with the highest standards of performance.

15 INDEMNIFICATION

15.1 Supplier shall indemnify Customer from and against any claim concerning:

a) Personal injury to or loss of life of any employee of Supplier

b) Loss or damage to any property of Supplier 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 Supplier.

15.2 Customer shall indemnify supplier from and against any claim concerning:

a) Personal injury to or loss of life of any employee of Customer

b) Loss or damage to any property of Customer 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 supplier.

16 LIMITATION OF LIABILITY

16.1 The Supplier’s liability does not cover defects or damage due to circumstances for which the Supplier is not responsible, such as incorrect use of the equipment, incorrect daily care by the Customer or faulty maintenance by the Customer. Nor shall the Supplier be liable for normal wear and tear.

16.2 The liability of the Supplier shall be limited to the agreed price for the Technical Services.

16.3 There shall be no liability on the Supplier towards the Customer for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

17 FORCE MAJEURE

17.1 Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, meaning any of the following circumstances: industrial disputes and any other circumstances beyond the control of the

parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, pandemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

18 DISPUTES, APPLICABLE LAW

18.1 Disputes arising out of or in connection with the Contract shall not be brought before the court but shall be finally settled by arbitration in accordance with the law on arbitration applicable in Norway. All disputes arising out of the Contract shall be judged according to Norwegian law.

18.2 All disputes arising out of the Contract shall be judged according to Norwegian law. Any court proceeding will be brought before Bergen City Court.