

1. DEFINITIONS

Where the following words and expressions appear in upper case, they shall have the meaning hereby assigned to them:

"AFFILIATES" means the parent company of COMPANY or CONTRACTOR or any other company which, according to the Norwegian Public Limited Company Act (Allmennaksjeloven) Section 1-3, shall be regarded as a subsidiary company of the parent company of COMPANY or CONTRACTOR.

"COMPANY" means Aker BP ASA, a company registered and formed under the laws of Norway, with company registration number 989 795 848, and having a registered address at Oksenøyveien 10, 1366 Lysaker, Norway and includes its officers, employees (including agency personnel), successors and assigns.

"COMPANY GROUP" means COMPANY, its AFFILIATES, CO-VENTURERS including their AFFILIATES, COMPANY'S other contractors and their contractors and their subcontractors, COMPANY'S invitees, and personnel employed in or engaged by the aforesaid corporate entities, and others whose services are used by COMPANY relating to the ORDER but shall not include any member of CONTRACTOR GROUP.

"COMPANY REPRESENTATIVE" means COMPANY'S representative named in the ORDER.

"CONTRACTOR" means the person(s) or company to whom the ORDER is addressed and includes its officers, employees (including agency PERSONNEL), successors and assigns

"CONTRACTOR GROUP" means CONTRACTOR, its subcontractors of any tier, its and their AFFILIATES, CONTRACTOR'S invitees, and PERSONNEL employed in or engaged by the aforesaid corporate entities, and others whose services are used by CONTRACTOR relating to the ORDER but shall not include any member of COMPANY GROUP.

"CO-VENTURERS" means any company (excluding COMPANY), or their permitted assigns:

- a) having an ownership interest in a COMPANY operated field where the WORK is being performed or is in support; and
- b) with whom COMPANY has entered into a Unit Operating/Joint Venture Agreement for searching for and winning hydrocarbons in the form of oil or gas on the Norwegian Continental Shelf;

or the successor in interest of any such company.

"ORDER" means the terms and conditions contained herein together with the Purchase Order placed by COMPANY with CONTRACTOR for the WORK.

"PARTY" or "PARTIES" means COMPANY or CONTRACTOR individually as a Party to the ORDER or jointly as Parties to the ORDER.

"PERSONNEL" means all persons, whether employees or agents provided by any member of CONTRACTOR GROUP for the purposes of performing the WORK.

"THIRD PARTY" means any party, that is not a member of COMPANY GROUP or CONTRACTOR GROUP.

"WORK" means the services or work CONTRACTOR shall perform or supply or be accountable for performing or supplying in accordance with the ORDER in its entirety.

"WORKSITE(S)" means the location(s) where the WORK is performed.

2. THE ORDER

The ORDER entered into by COMPANY and CONTRACTOR is for the performance of the WORK as described in the ORDER.

The terms and conditions contained herein shall form part of the ORDER. They shall not be varied and no conditions contained in quotations, letters, advice notes, invoices or other communications issued by the CONTRACTOR shall annul or vary them or any instructions contained in the ORDER unless expressly agreed by the PARTIES in writing.

3. COMPANY REPRESENTATIVE

COMPANY REPRESENTATIVE shall have the necessary authority to issue instructions as may be necessary for the proper execution of the WORK and to stop or suspend any part of the WORK that, in the opinion of COMPANY REPRESENTATIVE, is not to a satisfactory standard and to require CONTRACTOR to make good that item of the WORK as necessary, at no additional cost to COMPANY.

4. PERFORMANCE OF THE WORK

CONTRACTOR shall perform the WORK in a professional and careful manner and in accordance with the ORDER. As part of such performance CONTRACTOR shall:

- a) give priority to safety to protect life, health, property and environment,
- b) comply with the latest edition of COMPANY'S governing documents relevant for the WORK, and
- c) cooperate with COMPANY, COMPANY REPRESENTATIVE and persons appointed by him and other contractors of COMPANY.

CONTRACTOR is responsible for having sufficient PERSONNEL assigned to the ORDER to ensure performance and completion of the WORK in accordance with the provisions of the ORDER, and to meet current legislation concerning the work hours/shift work.

All PERSONNEL employed on the WORK shall, for the work which they are required to perform, be competent, properly qualified and skilled. CONTRACTOR shall verify all relevant qualifications of such PERSONNEL.

If any 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.

CONTRACTOR shall perform the WORK to meet the delivery date(s) and in accordance with any other time-limits/milestones as may be specified in the ORDER.

If CONTRACTOR has reason to believe that the progress will deviate from the provisions in the preceding paragraph, CONTRACTOR shall immediately notify COMPANY. CONTRACTOR shall without undue delay after such notification give COMPANY the following information:

- a) the reason for the delay;
- b) the expected impact on the WORK, and
- c) the measures it considers appropriate to avoid, recover or limit the delay.

If the measures proposed or implemented by SUPPLIER are insufficient in COMPANY'S opinion to avoid or recover the delay, then COMPANY may require SUPPLIER to take such measures as COMPANY considers necessary.

If the delay is due to circumstances for which COMPANY is responsible, COMPANY may only require such measures to be implemented in accordance with the provisions of Article 5 (Variations) herein.

PERSONNEL shall comply with COMPANY'S safety regulations when performing the WORK at COMPANY controlled WORKSITE(S).

CONTRACTOR shall obey all applicable laws and regulations, ordinances, statutes and other rules as well as all requirements and orders of relevant classification societies and shall, unless otherwise stipulated in the specifications, obtain and pay for all licences and permits necessary for the performance of work in accordance with such laws, statutes, ordinances, rules and regulations.

5. COMPANY PROVIDED ITEMS

COMPANY shall be responsible for providing the following services in support of CONTRACTOR'S performance of the WORK **at any the** offshore COMPANY controlled WORKSITE:

- a) Transport for PERSONNEL between COMPANY'S designated heliport and COMPANY'S controlled offshore WORKSITE and transport as necessary between offshore accommodation and COMPANY'S controlled offshore WORKSITE.
- b) Helicopter survival suit for PERSONNEL travelling offshore and to be returned to COMPANY upon the return of PERSONNEL at COMPANY'S designated heliport.
- c) Accommodation and messing for PERSONNEL.
- d) First aid and medical services as are available.
- e) Provision of rescue and survival equipment as are available.
- f) Provision of communication facilities as are available and required at COMPANY'S controlled offshore WORKSITE.
- g) Provision of all welding gases as may be required.

For the avoidance of doubt working clothes, personal protective equipment (PPE) and all hand tools shall not form part of COMPANY'S responsibility or scope of supply. CONTRACTOR shall be responsible for ensuring the supply of all satisfactory working clothes, personal protective equipment (PPE) and all hand tools for PERSONNEL performing the WORK at no additional cost to COMPANY.

6. HELICOPTER TRANSPORTATION

All transport to and from COMPANY'S offshore worksite(s) shall take place in accordance with Norwegian rules and regulations, guidelines, as well as COMPANY'S helicopter operator requirements.

Deadline for providing PERSONNEL details for the assigned CONTRACTOR'S seats is twenty-four (24) hours prior to scheduled departure. Deviations and/or changes in flight booking may be made in agreement with COMPANY in cases of unforeseen events. In such event COMPANY'S Logistics Coordinator shall be notified immediately.

CONTRACTOR shall provide COMPANY with following details for flight bookings:

- a) DaWinci number, name, shift, company and destination;
- b) If DaWinci number is not present: name, address, date of birth, employer, position, e-mail address, telephone number and next of kin information (name, address, relationship and telephone number);
- c) Flight date and flight number for both outbound and inbound travel; and
- d) Required certificates and documentation for offshore travel.

Offshore transport of PERSONNEL with helicopter shall comply with Norwegian Oil and Gas Association "003 Recommended guidelines for check-in and security checks at helicopter terminals" the requirements of which can be found at the website hereunder.

<https://www.norskoljeoggass.no/contentassets/3a4e5e65bec549a6b46dbeee13547c43/003--norwegian-oil-and-gas-recommended-guideline-for-check-in-and-security-check.pdf>

Deviations can result in denied departure.

Offshore PERSONNEL shall comply with any relevant COMPANY requirements, directives and procedures for helicopter transport that applies when travelling takes place.

PERSONNEL travelling offshore who are suspected of being intoxicated may be required to perform testing.

CONTRACTOR shall inform PERSONNEL of its drug and alcohol policy prior to engagement of the PERSONNEL. CONTRACTOR'S drug and alcohol policy shall prohibit a blood alcohol concentration above 0.2 per thousand while performing work (including checking in at COMPANY'S designated heliport).

A test indicating influence of intoxicants, anesthetics and alcohol in violation of COMPANY procedures, will result in denied departure, and a report will be sent to CONTRACTOR and COMPANY.

7. VARIATIONS

COMPANY is entitled to order variations to the ORDER and CONTRACTOR shall implement such variations without undue delay even if the effects of the variation order on costs and delivery schedule have not been agreed. Such variations may include increase or reduction of the quantity, or a change in character, quality, kind or execution of work or any part thereof, provided that such variations are within what could have reasonably been expected at time of placement of the ORDER.

All obligations under the ORDER shall also apply to any variation to the ORDER. Variations shall be formalised by a written revision to the ORDER. Pricing of variations shall reflect the price level of the original ORDER.

8. WARRANTY

During a period of twenty-four (24) months after the date of completion of the WORK CONTRACTOR shall, with all possible speed and without costs to COMPANY, re-perform the WORK or any part thereof found to be defective due to faulty material, workmanship or design (other than design specified in detail by COMPANY) or to any act or omission of CONTRACTOR. CONTRACTOR shall reimburse any transportation and other charges incurred by COMPANY in effecting such re-performance of the WORK.

9. LIABILITY AND INDEMNITY

CONTRACTOR shall indemnify COMPANY GROUP from and against any claim concerning:

- a) personal injury to or loss of life of any PERSONNEL of CONTRACTOR GROUP,
- b) loss of or damage to any property of CONTRACTOR GROUP,

arising out of or relating to the WORK.

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

COMPANY shall indemnify CONTRACTOR GROUP from and against any claim concerning:

- a) personal injury to or loss of life of any personnel of COMPANY GROUP,
- b) loss of or damage to any property of COMPANY GROUP,

arising out of or relating to the WORK.

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

CONTRACTOR shall indemnify COMPANY GROUP from and against any claim arising out of loss or damage suffered by a THIRD PARTY in connection with the WORK, to the extent that any such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR GROUP.

COMPANY shall indemnify CONTRACTOR GROUP from and against any claim arising out of loss or damage suffered by a THIRD PARTY relating to the WORK, to the extent that any such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of COMPANY GROUP.

Notwithstanding any provisions to the contrary elsewhere in the ORDER, and except to the extent of any liquidated damages or termination fees provided for in the ORDER, COMPANY shall indemnify CONTRACTOR GROUP from own indirect losses of any member of COMPANY GROUP and CONTRACTOR shall indemnify COMPANY GROUP from own indirect losses of any member of CONTRACTOR GROUP.

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

10. INSURANCE

CONTRACTOR shall take out and maintain with a first-class insurance company, insurance adequate to cover its liabilities under the ORDER, and to fulfil any requirements of government or other appropriate bodies. In addition, CONTRACTOR shall procure and maintain the following insurance:

- a) accidental death/injury insurance coverage in an amount of at least forty (40) times the basic amount (Grunnbeløpet) of the Norwegian Social Security (Folketrygden) for all PERSONNEL working offshore relating to the WORK. Cover shall include travelling to and from the offshore WORKSITE(S).

Such insurances shall be placed with a reputable and substantial insurer and in terms generally accepted within the oil and gas industry.

All such insurances shall provide for the waiver of underwriter's rights of subrogation in favour of COMPANY GROUP.

COMPANY shall be provided with certificates of insurance upon request.

11. TERMINATION

COMPANY may, at its absolute discretion, terminate the ORDER with or without cause at any time.

Any termination shall become effective in the manner specified in the Notice of Termination and shall be without prejudice to any claim which COMPANY may have against CONTRACTOR. On receipt of such Notice, CONTRACTOR shall, unless the Notice of Termination directs otherwise, immediately discontinue the WORK and the placing of orders in connection therewith, and shall, if so requested, make every reasonable effort to effect cancellation of commitments upon terms satisfactory to COMPANY and shall thereafter do only such work as may be necessary to preserve and protect the WORK already in progress and to protect CONTRACTOR'S or COMPANY'S equipment and materials.

In the event the ORDER is terminated by COMPANY without cause, CONTRACTOR shall have the following rights, obligations and duties:

- a) COMPANY shall assume and become liable for all reasonable obligations, commitments and claims that CONTRACTOR may have, in good faith undertaken or incurred in connection with the WORK, and COMPANY shall thereupon be entitled to all rights, set-offs and benefits held by CONTRACTOR under, or in connection with, such obligations, commitments and claims.
- b) CONTRACTOR, as a condition of receiving payments provided herein, shall execute all documents and take all steps required by COMPANY to vest such rights, set-offs and benefits in COMPANY.
- c) COMPANY shall reimburse CONTRACTOR, insofar as such charges shall not have already been covered by payments to CONTRACTOR, for:
 - i. the WORK performed in accordance with the ORDER up to the date of termination; and
 - ii. any direct, reasonable, justified and substantiated additional costs necessarily incurred by CONTRACTOR in giving effect to COMPANY'S instructions regarding termination.

In the event the ORDER is terminated by COMPANY with cause, COMPANY shall only be liable to reimburse CONTRACTOR for the WORK satisfactorily performed up to and including the date of termination.

12. CONTRACTOR'S DEFAULT

Without prejudice to any other the rights available to COMPANY, if CONTRACTOR is in breach of any of the following:

- a) fails to proceed with the WORK with due diligence and expedition;
- b) persistently or flagrantly neglects to carry out its obligations under the ORDER;
- c) fails to comply with any reasonable instructions given to it in writing by COMPANY REPRESENTATIVE in connection with the WORK;
- d) assigns or subcontracts part of the WORK without the prior approval of COMPANY REPRESENTATIVE;
- e) abandons the WORK;
- f) contravenes the provisions of the ORDER; or
- g) acts in breach of COMPANY'S current and statutory HSE requirements relevant to the WORK, then

COMPANY may give notice in writing to CONTRACTOR to make good the failure, neglect or contravention complained of. Should CONTRACTOR fail to comply with the notice within seven (7) days from the date of receipt thereof in the case of a failure, neglect or contravention capable of being made good in that time, or otherwise within such time as may be reasonably necessary for making it good, then COMPANY shall be at liberty to take the WORK wholly, or in part, out of CONTRACTOR'S hands and either with its own personnel or by the engagement of others complete the WORK or any part thereof. In such an event, CONTRACTOR shall hand over to COMPANY, without delay, all documents prepared in connection with the WORK and assign to COMPANY any purchase order(s) and sub-contract(s) which have been placed in connection with the WORK.

13. INVOICES AND PAYMENT

Invoices including all supporting substantiation/documentation shall be submitted on a monthly basis and forwarded by e-mail to the following address:

invoice@akerbp.com

Each invoice shall be effected in the currency specified in the ORDER and issued as one original pdf file including all supporting substantiation/documentation. COMPANY shall only accept one invoice in each pdf file.

Value Added Tax (VAT) if applicable shall be stipulated as a separate item on invoices.

To ensure effective handling and payment of invoices CONTRACTOR shall state the following details on each invoice:

- a) ORDER number; and
- b) CONTRACTOR'S VAT and/ or organization number(s).

Failure by CONTRACTOR to adhere to any of the aforesaid may result in invoices being returned to sender and/or considerable delay in payment. In any such event COMPANY will not be held accountable for any loss of interest.

All amounts due to CONTRACTOR for the WORK performed shall be invoiced at the latest within ninety (90) days after the WORK according to the ORDER is completed. If CONTRACTOR fails to do so COMPANY will not be obliged to pay the invoice.

COMPANY shall pay the amount due to CONTRACTOR within thirty (30) days after receipt of a correct invoice.

COMPANY is entitled to return invoices that do not meet the requirements in the ORDER.

The following deductions may be made from any payments:

- a) Any previous payment on account to CONTRACTOR which relates to the WORK covered by the invoice.
- b) Such parts of the invoiced amounts as are insufficiently documented or otherwise disputed, provided COMPANY, as soon as possible specifies what documentation is considered insufficient and/or what the dispute concerns.
- c) All amounts due to COMPANY from CONTRACTOR, provided COMPANY is entitled to make such deductions according to applicable law.

If it is later established that COMPANY had an obligation to pay the withheld amount, then COMPANY shall pay interest at the rate of NIBOR (one month) plus one per cent calculated from the due date for payment of the invoice until payment is made.

COMPANY'S payment of an invoice shall not be construed as an acceptance of the WORK delivered under the ORDER nor shall it be construed as a waiver of COMPANY'S rights under the ORDER.

Payment by COMPANY of CONTRACTOR'S invoices or payment from CONTRACTOR to COMPANY, shall be without prejudice to COMPANY'S rights subsequently to challenge the correctness thereof. The obligations under this Article shall remain binding notwithstanding the completion or termination of the ORDER.

14. HSE, QUALITY AND RISK MANAGEMENT

CONTRACTOR shall have implemented and documented management system(s) covering the following:

- a) management of health, safety and environment that fulfill the requirements of ISO 45001 (Occupational Health and Safety Management System), ISO 14001:2015 (Environmental Management Systems) or any subsequent revision thereof;
- b) management of quality that fulfill the requirements of ISO 29001:2010 (Petroleum, petrochemical and natural gas industries — Sector-specific quality management systems — Requirements for product and service supply organizations); and
- c) management of risks that fulfill the requirements of ISO 31000 (Risk Management) or any subsequent revision thereof.

COMPANY shall have the right to audit CONTRACTOR'S management system(s) and CONTRACTOR shall carry out corrective measures at CONTRACTOR'S expense. COMPANY shall notify CONTRACTOR of such audit. The audit can include any part of the WORK and CONTRACTOR shall provide necessary assistance during such audit.

15. ASSIGNMENT AND SUB-CONTRACTING

CONTRACTOR shall not assign or transfer its rights or obligations under the ORDER or any part thereof or any benefit or interest therein without COMPANY'S prior written consent.

COMPANY may at any time and from time to time assign or transfer its rights or obligations under the ORDER in whole, or in part, to a CO-VENTURER or an AFFILIATE of COMPANY without CONTRACTOR'S written consent.

COMPANY may at any time and from time to time assign or transfer its rights or obligations under the ORDER in whole, or in part, to a THIRD PARTY, provided that prior written consent of CONTRACTOR is obtained. Such consent shall not be unreasonably withheld.

COMPANY and CONTRACTOR agree that, in the event of an assignment or transfer as described herein, they shall execute without delay a formal written agreement, specifying the date of the assignment or transfer of interest, to be effective on the written assumption by the transferee of all obligations of the transferor under the ORDER.

CONTRACTOR shall not sub-contract the whole of the ORDER. Unless otherwise expressly provided for by the ORDER, CONTRACTOR shall not sub-contract any part of the ORDER without the prior written consent of COMPANY and such consent, if given, shall not relieve CONTRACTOR from any liability or obligation under the ORDER.

16. INFRINGEMENT OF PATENTS/PROPERTY RIGHTS

CONTRACTOR shall indemnify COMPANY GROUP from claims resulting from infringement or alleged infringement of patents or other industrial property rights arising out of or relating to the WORK or COMPANY'S use of the WORK, except where such infringement necessarily arises from COMPANY'S instructions.

The obligations under this Article shall remain binding notwithstanding the completion or termination of the ORDER.

17. PROPRIETARY RIGHTS

Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by COMPANY to CONTRACTOR shall be the property of COMPANY. The same applies to information developed by CONTRACTOR mainly based on information provided by COMPANY.

Inventions made by CONTRACTOR during the performance of the WORK mainly based on such information as stated in the preceding paragraph shall also be the property of COMPANY.

This shall however not apply if the rights of anyone other than CONTRACTOR or COMPANY prevent it and CONTRACTOR has made reasonable efforts to obtain the right.

CONTRACTOR shall notify COMPANY of such inventions, which shall be COMPANY'S property. CONTRACTOR shall provide the necessary assistance to enable COMPANY to acquire the patents to the inventions. COMPANY shall pay CONTRACTOR for all reasonable costs relating to such assistance, including compensation for CONTRACTOR'S employees or others in accordance with applicable law or general agreements concerning compensation for inventions.

Such information as stated in the first paragraph of this Article and inventions as stated in the second paragraph of this Article shall not be used by CONTRACTOR other than for the WORK. All documentation, all computer programs and copies shall be returned to COMPANY at the expiry of the ORDER, unless otherwise agreed.

Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by CONTRACTOR to COMPANY shall be the property of CONTRACTOR. The same applies to information developed by CONTRACTOR mainly based on such information and all other information developed by CONTRACTOR GROUP relating to the WORK and which is not compromised by the foregoing paragraphs of this Article.

Inventions made by CONTRACTOR during the performance of the WORK and which are not covered by the second paragraph of this Article shall be the property of CONTRACTOR.

CONTRACTOR shall give COMPANY an irrevocable royalty-free, non-exclusive right to use information and computer programs mentioned in the first paragraph of this Article, and inventions mentioned in the second paragraph of this Article within COMPANY'S normal operation.

18. DIGITAL SECURITY

CONTRACTOR shall procure that all members of CONTRACTOR GROUP implement, maintain and ensure organisational measures and adequate security programmes and procedures relating to the WORK in accordance with applicable laws and industry best practices, to:

- a) protect COMPANY'S and COMPANY GROUP'S data, information technology and communication systems including process control systems against loss, destruction, damage, unauthorized disclosure, or other misuse; and
- b) protect CONTRACTOR GROUP'S data, information technology and communication systems used in the WORK.
- c) If CONTRACTOR becomes aware of any unauthorised use or disclosure of COMPANY GROUP'S data, information technology or communication systems, CONTRACTOR shall immediately inform COMPANY and the PARTIES shall seek to find a remedy to the situation and prevent such further unauthorised use or disclosure. CONTRACTOR acknowledges that ordinary damages might not be sufficient to remedy the situation and that other immediate remedies might apply and be invoked.

19. CONFIDENTIALITY

All information exchanged between COMPANY and CONTRACTOR shall be treated as confidential and shall not be disclosed to anyone other than CONTRACTOR GROUP or COMPANY GROUP without the written permission of the other PARTY, unless such information:

- a) may be disclosed to anyone other than CONTRACTOR or COMPANY in accordance with Article 15 (Proprietary Rights) herein,
- b) is already known to the PARTY in question at the time the information was received, or
- c) is or becomes part of the public domain other than through a fault of COMPANY GROUP or CONTRACTOR GROUP, or
- d) is rightfully received from anyone other than CONTRACTOR or COMPANY without an obligation of confidentiality towards CONTRACTOR or COMPANY.

CONTRACTOR or COMPANY may however use or disclose confidential information to anyone other than CONTRACTOR or COMPANY to the extent necessary for the performance of and control of the WORK. In such event the CONTRACTOR and COMPANY shall ensure that the party in question signs a written confidentiality agreement in accordance with this Article.

COMPANY shall be entitled to free use of information presented and consecutively handed over to COMPANY as CONTRACTOR'S result of the WORK.

CONTRACTOR shall not publish information concerning the WORK or the ORDER without COMPANY'S written approval which shall not be unreasonably withheld.

The provisions of this Article shall not prevent a PARTY from disclosing confidential information to the Norwegian Ministry of Petroleum and Energy or the Norwegian Petroleum Directorate or to anyone other than CONTRACTOR or COMPANY to the extent necessary, according to applicable law.

Confidential information shall be treated in a secure manner, documentation shall be kept in locked files and electronically stored information shall be inaccessible to unauthorized persons.

The obligations under this Article shall remain binding notwithstanding the completion or termination of the ORDER.

20. AUDIT RIGHTS

COMPANY shall have the right at its own expense to inspect and audit any of CONTRACTOR'S records in connection with the WORK and all transactions related thereto as may be necessary in the opinion of COMPANY to verify that the requirements of the ORDER are being met and shall have access to all information as may reasonably be required to verify payments made to or by CONTRACTOR under or pursuant to the ORDER. Such inspections and audits may be carried out by COMPANY or its authorised representatives at any time from the effective date of the ORDER until expiry of twenty-four (24) months calculated from the end of the calendar year in which the ORDER is completed or terminated. COMPANY shall use its best endeavours to conduct any such inspections and audits in a manner which will result in a minimum of inconvenience to CONTRACTOR.

CONTRACTOR shall cooperate fully in the conduct of such inspections and audits and COMPANY shall have the right to reproduce and retain copies of any of the records. Any amounts found to have been overcharged by CONTRACTOR shall be repayable to COMPANY. CONTRACTOR shall include for itself identical rights of audit in all subcontracts and such rights shall be extendible for the benefit of COMPANY and its authorised representatives.

21. RIGHTS TO DOCUMENTS AND COMPUTER PROGRAMS

Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by COMPANY to CONTRACTOR shall be the property of COMPANY, and all copyright and other intellectual property rights in all such information shall be the property of COMPANY.

Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof (including the results thereof) developed by CONTRACTOR or subcontractor(s) and/or PERSONNEL in connection with the WORK or otherwise arising in connection with the WORK or acquired from any THIRD PARTY in connection with the WORK, shall be the property of COMPANY, and all rights, including but not limited to, copyright and other intellectual property rights in all such information shall be the property of COMPANY and COMPANY shall have full access thereto and use thereof. CONTRACTOR shall execute all necessary documents, produce all necessary evidence and do all other things to procure such ownership to COMPANY.

If CONTRACTOR according to this Article shall have copyright or other intellectual property rights to documents and computer programs, COMPANY shall be entitled to use, without restrictions and free of any charge, such documents, computer programs and copies for any purpose.

Documents, computer programs or copies referred to in this Article shall not be used by CONTRACTOR other than for the purpose of the WORK. Such documents, computer programs or copies shall be handed over to COMPANY at the expiry of the ORDER, unless otherwise prescribed in the ORDER or agreed between COMPANY and CONTRACTOR.

The PARTIES shall ensure that all those who have access to such documents, computer programs and copies thereof shall comply with the provisions of these terms and conditions.

22. FORCE MAJEURE

A Force Majeure occurrence shall mean an occurrence beyond the control and without the fault or negligence of the PARTY affected and which by the exercise of reasonable diligence the said PARTY is unable to prevent or provide against.

In the event of a single incident or occurrence of Force Majeure lasting more than seven (7) days, COMPANY reserves the right to terminate the ORDER with immediate effect without this giving rise to any claim for compensation from CONTRACTOR, other than for the WORK carried out up to the time of such termination.

23. TAXATION

CONTRACTOR shall be responsible for the payment of all taxes, duties and charges (and any penalties thereon) assessed or levied by any appropriate government authority in respect of profits earned or income received or receivable by reason of the ORDER and further undertakes that payment shall be made of all taxes, charges and duties (and any penalties thereof) assessed or levied upon any persons provided by any member of CONTRACTOR GROUP in connection with the ORDER.

CONTRACTOR hereby indemnifies and undertakes to keep COMPANY GROUP indemnified from and against all claims, liabilities, demands, actions, costs and expenses whatsoever arising out of or in connection with any assessment or levy made in respect of all or any of the aforesaid taxes, charges, duties and penalties.

The obligations contained in this Article shall continue notwithstanding the completion or termination of the ORDER.

24. CODE OF CONDUCT

CONTRACTOR is informed of and shall comply with COMPANY'S Code of Conduct as set out in <https://www.akerbp.com/om-oss/code-of-conduct/>

CONTRACTOR shall immediately notify COMPANY of any breach of COMPANY'S Code of Conduct by any member of CONTRACTOR GROUP.

CONTRACTOR is informed that COMPANY'S Code of Conduct are applied with the highest order of priority and that any breach by the any member of CONTRACTOR GROUP shall be grounds for immediate termination of the ORDER and any other contractual relationship with CONTRACTOR without any liability towards CONTRACTOR.

CONTRACTOR shall indemnify and hold COMPANY GROUP harmless from any claim which may arise from breach of COMPANY'S Code of Conduct by any member of CONTRACTOR GROUP.

25. NORWEGIAN LAW AND DISPUTES

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

Disputes arising relating to, or resulting from, the ORDER which are not resolved by mutual agreement shall be settled by court proceedings before Oslo District Court unless the PARTIES agree otherwise.

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