

PART A – GENERAL CONDITIONS**1. APPLICATION**

- (a) These General Terms and Conditions for DOF ("GTC") shall apply unless otherwise agreed In Writing between the Parties. SUPPLIER's general terms and conditions, exceptions, qualifications, or other terms and conditions shall not apply unless explicitly accepted In Writing by DOF.

SUPPLIER warrants to DOF that it has not been induced to enter into these conditions by any prior representation, howsoever made, except as specifically contained herein.

- (b) The General Terms and Conditions shall be effective from the Order Date stated in a Purchase Order or as otherwise specified in a Contract.
- (c) Part A of these General Terms and Conditions applies to all Contracts for:
- (i) Supply of Goods,
 - (ii) Supply of Hired-in Goods, and
 - (iii) Supply of Services.

2. DEFINITIONS AND INTERPRETATION

Listed in alphabetical order

"Associated Person"	shall mean any person, company, other organization or legal entity that performs the Work, part of the Work or a service in the SUPPLIER's name, represents the SUPPLIER in an official capacity, acts on its behalf or acts in place of SUPPLIER's representatives.
"Completion"	shall mean when the Work has been performed in full, together with delivery of all applicable documentation, drawings, models, instructions, descriptions, handbooks, and manuals necessary for correct installation, operation, maintenance, and use of the Work as specified in any Contract Document
"Contract"	shall mean the written agreement between the Parties for the performance of the Work by SUPPLIER, consisting of the PO, these General Terms and Conditions and any other Contract Documents with legal validity.
"Contract Document"	shall mean any document explicitly made part of the Contract
"Day"	shall mean calendar day
"Defect"	means any failure, lack of fitness for purpose, deficiency, error or omission in respect of the Goods and/or Services.
"Delivery Schedule"	shall mean the schedule which specifies the time for delivery, performance, partial performance or Completion, as applicable. The Delivery Schedule may be included in the PO or in any other Contract Document.
"DOF"	means DOF Management AS, Norskan Offshore Ltda, or any other DOF company stated in the PO or as specified in the Contract
"Force Majeure"	shall mean an occurrence beyond the control of the Party affected impeding the performance of its obligations under the Contract, provided that such occurrence could not have been reasonably foreseen at the time of entering into the Contract and that the Party affected could not reasonably have avoided or overcome it or its consequences, including but not limited to, acts of God, acts of a public enemy, terrorism, war, blockage, strike on a national level, riot, lightning, fire, storm, flood, explosion, and Government restriction.
"Goods"	includes machinery, plant, equipment, materials and other items of all kinds to be supplied or Hired-in under the Contract and includes any and all parts thereof

"In Writing"	shall mean a document signed by DOF and/or SUPPLIER and submitted to the other Party either by hand, courier service, letter, or attachment to an e-mail. Any e-mail correspondence is in itself considered to be In Writing even though there may not be a physical signature or attachment containing a physical signature.
"Intellectual Property"	shall mean all work of authorship, procedures, designs, patented and unpatented inventions and discoveries, mask works, drawings, specifications, plans of operation, technical documentation, samples, models, tools, test equipment, copyrighted works, registered and unregistered trademarks, trade secrets, know-how, and proprietary information, in all formats, languages, and versions
"Legal Requirements"	includes present and future obligations arising under applicable laws, regulations, statutes, regulations, by-laws, orders by public authorities etc.
"Notice"	shall mean a notice or other communication under the Contract. Only effective if it is In Writing, signed (except in the case of an email where physical signature is not required) and either left at the addressee's address specified in the Contract or sent to the addressee by mail or email address of the receiving Party.
"Order Confirmation"	shall mean a document issued by SUPPLIER In Writing as a formal response to DOF's PO in which SUPPLIER declares and undertakes to perform the requested Work according to the Contract
"Parties"	shall mean both DOF and SUPPLIER
"Party"	shall mean either DOF or SUPPLIER
"PO" or "Purchase Order"	shall mean a request for the performance of the Work issued In Writing
"PO Price"	The PO Price shall mean the total price specified in the last revision of the PO issued by DOF which shall constitute full compensation to SUPPLIER for the Work, including all costs, expenses, taxes (including VAT) unless otherwise is explicitly stated in the Contract
"Scope of Work"	shall mean the Work to be performed by SUPPLIER. The Scope of Work may be included in the PO or in any other of the Contract Documents.
"Specifications"	shall mean the specification of the Work, including but not limited to quality, design, and construction. The Specifications may be included in the PO or in any other of the Contract Documents
"SUPPLIER"	shall mean the company or person performing the Work or delivering the Goods and stated as such in the PO or as specified in the Contract
"Supply of Goods"	means any Goods sold and delivered by the SUPPLIER to DOF
"Supply of Hired-In Goods"	includes the Goods identified in the Contract which are leased by the SUPPLIER to DOF for a period of time.
"Services"	Shall mean any service to be performed by the SUPPLIER under a Contract
"Supply Services" of	means the supply of Services and the provision of all materials and equipment necessary to allow or assist the performance of the Services by the SUPPLIER
"Work"	shall mean all supplies (including Hired-in Goods) and Services to be delivered or performed by SUPPLIER for DOF under the Contract



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

3. PERFORMANCE OF THE WORK

- (a) SUPPLIER shall perform the Work in:
- (i) conformity with the Delivery Schedule; and
 - (ii) in conformity with the Scope of Work; and
 - (iii) in conformity with the Specifications; and
 - (iv) in accordance with best industry practices and standards; and
 - (v) to achieve fitness for purpose to the extent that a particular purpose is either expressly or by implication specified in any of the Contract Documents; and
 - (vi) in accordance with SUPPLIER's quality assurance system, unless otherwise required by DOF in any of the Contract Documents; and
 - (vii) in compliance with all applicable laws and regulations pertaining to the performance and delivery of the Work; and
 - (viii) in a safe and secure manner with active regard to and in compliance with all of the SUPPLIER's national health, environmental and safety laws, regulations, and instructions.

4. ACKNOWLEDGEMENT

- (a) SUPPLIER shall within three (3) Days after receipt of a PO issue and submit the Order Confirmation to DOF. SUPPLIER shall also be bound by the PO upon actual adherence thereto.
- (b) Unless otherwise agreed In Writing, if SUPPLIER fails to issue and submit an Order Confirmation within three (3) Days after receipt of a PO without explicitly pointing out that the PO does not reflect the agreement between the Parties, the PO shall be considered acknowledged and confirmed according to the content thereof..

5. CHANGES

- (a) DOF may, at any time, instruct the SUPPLIER to implement changes to the Delivery Schedule, Scope of Work, or Specifications of the Work required by the Contract ("Change Order"). SUPPLIER may request an equitable adjustment to the PO Price and/or Delivery Schedule if any Change Order causes an increase in the cost and/or time required. SUPPLIER shall without undue delay implement a Change Order when it has been received, even if the Parties have not reached a final agreement on the adjustment to the PO Price and/or the Delivery Schedule.
- (b) DOF has the right to audit the SUPPLIER's actual cost related to a price adjustment from a Change Order.
- (c) Any Change Order relating to the Contract shall contain the same terms and conditions as contained in the original Contract unless otherwise agreed In Writing. No changes to the terms and conditions of a Contract, except such changes as are necessary to accommodate a Change Order, shall be made unless otherwise agreed.

6. DELIVERY

- (a) Title shall pass to DOF upon delivery of Goods according to the agreed Terms of Delivery (basis INCOTERMS 2010). Unless otherwise stated in the PO or any Contract Document, terms of delivery shall be FCA SUPPLIER's premises (INCOTERMS 2010). **See cl. 44 under "Part D: Specific Conditions for Brazil" below.**
- (b) If SUPPLIER shall install, implement, integrate, or commission the Work or parts thereof, passing of risk shall however remain with SUPPLIER until Completion.
- (c) Any manufacturing instructions, spare parts information, maintenance instructions and/or warranty details shall be provided to DOF latest upon delivery.
- (d) The SUPPLIER must ensure that all Goods are clearly marked and identifiable according to the Contract. Any costs or delays due to failure of the SUPPLIER to mark Goods in accordance with DOF's PO or Contract Document information shall be compensated by the SUPPLIER.
- (e) All deliveries shall be suitably packed or otherwise prepared for shipment to avoid damage or loss to the Goods while they are in transit to DOF.

- (f) An advice note and packing list must be provided with the Goods and must quote the relevant PO number and state whether all or only parts of the Goods are delivered. **See cl. 43 under "Part D: Specific Conditions for Brazil" below.**
- (g) The SUPPLIER must, having regard to the nature of the Goods, comply with all applicable statutes, laws and regulations and shall obtain all governmental and other statutory and regulatory consents, approvals and licenses necessary to manufacture, assemble, use, store, transport, supply and sell the Goods in accordance with the Contract.
- (h) The SUPPLIER shall comply with current legal regulations for hazardous materials (SOLAS, MARPOL, HKC, EUSRR), particularly regarding asbestos and Ozone Depleting Substances (ODS) and shall provide information of any goods provided where such regulations apply, and thus support DOF in their maintaining an Inventory of Hazardous Materials (IHM).
- (i) Where the Contract includes the supply of any hazardous substances, the SUPPLIER must strictly comply with Legal Requirements relating to the delivery of such Goods.

7. DELAYED PERFORMANCE OF THE WORK

- (a) If SUPPLIER has reason to believe that Goods will be delayed, SUPPLIER shall immediately inform DOF In Writing. Supplier must inform of any delay at least 48 hours before the delivery date stated on the PO. Such notice shall include the reason for and the extent of the delay and shall state the corrective actions initiated to reduce the delay. If SUPPLIER's corrective actions are not sufficient, DOF may require that SUPPLIER takes additional measures. All costs will be for SUPPLIER's account.
- (b) SUPPLIER is in delay if performance and completion of the Work is not achieved in accordance with the Delivery Schedule for reasons other than Force Majeure. In case of delay, DOF shall be entitled to liquidated damages amounting to five-tenths of one per cent (0.5%) of the total PO Price for each Day of delay. If only part of the Work is delayed, the liquidated damages shall be calculated based on the price of the Work which cannot be used as intended due to the delay. The liquidated damages shall not exceed twenty per cent (20%) of the total PO Price.
- (c) Liquidated damages hereunder shall be DOF's sole monetary remedy in the event of delay on part of the SUPPLIER except for termination for default (Clause 9: TERMINATION FOR DEFAULT) and except in case of gross negligence or willful misconduct being shown by the SUPPLIER, in case the limitation in subclause (b) above shall not apply and DOF may claim damages for actual losses, direct and indirect, in lieu or in excess of liquidated damages .

8. CANCELLATION

- (a) DOF may cancel the individual PO or Contract in whole or in part at any time by issuing prior notice In Writing to SUPPLIER.
- (b) If DOF cancels the individual PO or Contract in whole or in part before the SUPPLIER has incurred costs, the SUPPLIER shall not be entitled to any compensation as a result of such cancellation.
- (c) If, however, DOF cancels the individual PO or Contract in whole or in part after SUPPLIER can evidence costs and expenses, other than administrative, the SUPPLIER shall be compensated by DOF:
- (j) for Work already performed which can be duly documented, and
 - (ii) any other reasonable and unavoidable direct costs and expenses incurred by the SUPPLIER due to the cancellation.

9. TERMINATION FOR DEFAULT

- (a) DOF shall be entitled to terminate the individual PO or Contract in whole or in part, or any part of the Work thereof, for default with immediate effect by notice In Writing to SUPPLIER if SUPPLIER fails to comply with any of the requirements of the Contract and fails to remedy and cure such non-compliance within thirty (30) Days after SUPPLIER's receipt of written notice specifying the failure.
- (b) In any such event, the SUPPLIER shall diligently proceed with the performance of any part of the Work not terminated by DOF.



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

DOF shall in case of termination for default be entitled to return the terminated part of the Work and to reclaim all corresponding payments made. In addition, DOF shall be entitled to compensation for its documented direct costs and expenses, hereunder any excess re-procurement costs resulting from the termination, subject to the limitation of liability in Clause 17: LIMITATION OF LIABILITY.

- (c) Additionally, DOF has the right to terminate the Contract with immediate effect if SUPPLIER becomes insolvent, threatens to become insolvent or enters into discussions with its creditors for reorganisation, creditors' arrangements (Norw: *akkord*) or similar.

10. PRICE

- (a) The PO Price as indicated in the PO and/or Contract Document is fixed and firm unless otherwise agreed in writing by the Parties.
- (b) All applicable taxes and duties shall be separately stated and itemized on the SUPPLIER's invoice. All costs thereof shall be for SUPPLIER's account.
- (c) Unless otherwise agreed In Writing, the Price includes all costs of wrapping, packing, cartons, crating according to the agreed Terms of Delivery (INCOTERMS 2010).

11. INVOICES AND PAYMENT

- (a) SUPPLIER's invoices shall be correctly issued according to the Contract. Containing at minimum such information as;
 - (i) the PO number
 - (ii) the defined DOF company on the PO
 - (iii) the PO product description
 - (iv) identification code number (if any) against each component quoted in the same sequence as in the PO.
- (b) SUPPLIER's invoices shall, if applicable, reflect the PO related to goods procured for use onboard a foreign going vessel and therefore shall be considered VAT exempt.
- (c) SUPPLIER may not issue invoices before actual delivery and Completion of the Work unless otherwise specified.
- (d) Payment shall be made against correct invoice(s) within sixty (60) Days after receipt of such invoice. If the Parties have agreed as part of the Contract Documentation on additional supporting documentation to be delivered by the SUPPLIER together with the Invoice, then the actual invoice receipt shall be the Day that DOF registers receipt of the final supporting documentation.
- (e) If there is any disputed item on the invoice submitted DOF will as soon as possible inform the SUPPLIER of the disputed amount.
- (f) DOF reserves the right to make setoff against payments due or at issue under the Contract or any other contract with SUPPLIER and shall provide the SUPPLIER prior notice of minimum seven (7) Days of its intention to set off any sums with reasons and due evidence necessary to support the set off.
- (g) SUPPLIER must submit their final invoice to DOF for payment latest within three (3) months after Completion of the Work. Failing which, the SUPPLIER's claim for payment is no longer valid and can be rejected by DOF unless otherwise agreed by the Parties In Writing.

See cl. 45 under "Part D: Specific Conditions for Brazil" below.

12. TAXES

- (a) SUPPLIER will comply with all Legal Requirements relating to taxation.
- (b) If DOF is required by Legal Requirements to make withholdings or deductions from payments otherwise due to the SUPPLIER, then DOF may do so, and the amount so withheld will be deemed to be paid by the SUPPLIER.

13. DOF INFORMATION

SUPPLIER shall keep confidential and not use DOF's drawings, specifications, samples, software, technical documentation, or any other data or information of a proprietary or confidential nature to DOF for any other purposes than performing its obligations under the Contract and in strict accordance with DOF's instructions.

14. DOF PROPERTY

Notwithstanding the provisions of Clause 20: INDEMNITIES & THIRD PARTY RIGHTS, SUPPLIER shall be solely responsible for loss or damage to any DOF furnished property or information in SUPPLIER's possession or custody and shall at DOF's instruction promptly replace such at its own cost and expense or refund its value. All property so delivered to SUPPLIER shall be kept properly insured by SUPPLIER against all normal hazards such as theft and fire.

15. QUALITY ASSURANCE AND AUDIT RIGHTS

- (a) SUPPLIER shall have implemented and documented system for quality assurance (e.g. ISO 9001:2015), for the environmental protection (e.g. ISO14001:2015) and for health and safety (e.g. OHSAS18001:2015), or equivalent, unless otherwise accepted by DOF
- (b) SUPPLIER shall verify that any subcontractor to the Contract has an implemented and documented quality assurance system.
- (c) DOF, or DOF's clients, including any appointed representatives shall at any time during normal working hours and at no extra cost or expense have the right to visit SUPPLIER's and its subcontractors' premises for the purpose of;
 - (i) conducting technical audits, testing and inspections; or
 - (ii) conducting quality assurance audits, testing and inspections; or
 - (iii) verifying that the Work is compliant with the requirements of the Contract.
- (d) No audits, inspections, or supervisions shall exempt SUPPLIER from its performance obligations under the Contract.
- (e) SUPPLIER shall not assign the Contract or subcontract any part of same without DOF's prior written approval.

16. WARRANTY

- (a) SUPPLIER warrants that the Work conforms to the Specifications and other requirements of the Contract, the Work is in strict compliance with all Legal Requirements, and that the Work shall be free from defects in design, material, and workmanship. SUPPLIER's design warranty shall not apply to Work performed by SUPPLIER pursuant to detailed designs developed, furnished, or provided by DOF to SUPPLIER.

The warranty period for service shall commence upon transfer of title to DOF and remain in effect until twenty-four (24) months after Completion of the Work (the "**Warranty Period**")

For Parts supplied, the warranty period shall commence upon transfer of title to DOF and remain in effect until twenty-four (24) months from commissioning or 36 months from delivery, whatever comes first, after Completion of the Work (the "**Warranty Period**")

- (a) DOF's warranty claims shall be presented In Writing at the latest within thirty (30) Days following the expiry of the Warranty Period.
- (b) If any non-conformity or defect in the Work or parts thereof appears within the Warranty Period, SUPPLIER shall at its own cost and risk without undue delay, repair, rectify, replace, or re-perform the Work, after consultation with DOF or subject to DOF's instructions. For sake of clarity, return of defective or non-conforming Work, transportation of replacement Work and all SUPPLIER's costs related to travel and lodging shall be at SUPPLIER's own cost and risk.
- (c) If SUPPLIER is not able to remedy a defect within reasonable time after receipt of a warranty claim, DOF has the right to have the defect remedied by itself or by third parties. All costs shall be for SUPPLIER's account.
- (d) SUPPLIER shall reimburse DOF all reasonable direct costs and expenses in connection with remedy of defects or non-conforming Work.
- (e) Repaired, rectified, replaced, or re-performed Work shall be accepted by DOF In Writing and shall be subject to the same warranty obligations as for the original Work, starting from the date of successful repair, rectification, replacement, or re-performance of the Work. SUPPLIER shall execute and deliver such documents as may be required to evidence any Legal Requirements, class requirements or warranty compliance.



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

- (f) In case a systematic non-conformity or defect affects similar work which SUPPLIER has already performed to DOF under a prior contract or agreement, the same obligation to repair, rectify, replace, or re-perform, at SUPPLIER's own costs, shall apply to such work, provided however that such work was performed by SUPPLIER no earlier than five (5) years before DOF's warranty claim was presented to SUPPLIER. A systematic non-conformity or defect shall be deemed to exist where failures occurs or may occur with a frequency, pattern, or sameness to indicate a logical regularity of occurrence. SUPPLIER's warranty for latent defects shall extend for a period of five (5) years from Completion of the Work. For the avoidance of doubt, SUPPLIER's obligation to repair, rectify, replace or re-perform the Work under this Clause 15: WARRANTY shall not be subject to the limitation of liability provisions of Clause 18: LIMITATION OF LIABILITY.

17. FORCE MAJEURE

- (a) Neither of the Parties shall be considered to be in default in performance of their obligations to the extent it can be proved that such performance has been prevented by Force Majeure.
- (b) The Party affected by Force Majeure shall give the other Party a notice In Writing within three (3) Days. If the Party fails to provide such notification it is not entitled to demand exemption from its obligations.
- (c) In the case of Force Majeure each Party shall cover its own costs resulting from the Force Majeure situation.

18. LIMITATION OF LIABILITY

- (a) Except for liquidated damages or other amounts that become payable under the Contract or except for gross negligent or willful acts or omissions of either Party, their employees, subcontractors, or representatives, no Party shall be liable to the other Party for any indirect or consequential loss or damage, including loss of profit, loss of use, loss of revenue or loss of opportunity. The total cumulative liability to the other Party whether in contract or tort shall be limited to the amount of the total PO Price.

19. INTELLECTUAL PROPERTY

- (a) The Parties shall retain all rights, title, and interest in or to all their respective Intellectual Property owned, develop, conceived, acquired, or obtained prior to the Contract (hereinafter referred to as "**Background IP**"). Intellectual Property developed, conceived, acquired or obtained by SUPPLIER as part of the Work during the performance of the Contract (hereinafter referred to as "**Foreground IP**") shall be regarded as the sole Intellectual Property of DOF unless otherwise explicitly stated in the Contract.
- (b) DOF shall always have the right to exploit the Work by way of a nonexclusive, irrevocable, worldwide, perpetual, royalty free right to use, amend, further develop and make any sale, transfer, assignment, sublicense, distribution, incorporation or other commercial disposal of the Work in the course of its business operations.
- (c) All derivative work made by DOF based on the Work provided by SUPPLIER to DOF shall be regarded as the sole Intellectual Property of DOF.

20. INDEMNITIES & THIRD PARTY RIGHTS

- (a) SUPPLIER shall defend all actions, suits or claims and shall indemnify and hold harmless DOF from liability caused by itself, arising from or related to the performance of the Contract, for or on account of;
 - (i) bodily injury, sickness, diseases, or death to its employees
 - (ii) loss of or damage to its property
 - (iii) bodily injury, sickness, diseases, or death, and loss of or damage to the property of any third party
- (b) SUPPLIER shall hold harmless, defend, and indemnify DOF against any claim alleging that any part of the Work infringes any third party Intellectual Property Rights. SUPPLIER warrants that the Work is free from any liens, attachments, charges, encumbrances, claims, or the like, and undertakes to hold harmless, defend, and indemnify DOF from and against any claims related thereto.

- (c) Each Party shall assume its own liability towards third parties and indemnify the other Party accordingly.

21. CODE OF BUSINESS CONDUCT

- (a) SUPPLIER has been provided a copy of the DOF's Code of Business Conduct including Ethical Guidelines or has been informed that these Code of Business Conduct including Ethical Guidelines are available at www.dof.com.
- (b) In connection with SUPPLIER's provision of goods and/or services under this Contract, SUPPLIER represents, warrants and covenants that it and its Associated Persons have conducted, and will at all times conduct, its and their respective businesses in a manner that is consistent with and adheres to the principles in DOF's Code of Business Conduct including Ethical Guidelines available at www.dof.com. Without limiting the generality of the foregoing, no payment or other transfer of anything of value, including without limitation the provision of any funds, services, gifts or entertainment has been made or will be made directly or indirectly to any person or entity for the purpose of obtaining or influencing the award of this Contract or for any improper advantage or improper purpose in connection with any business transactions involving DOF.
- (c) The DOF's Code of Business Conduct including Ethical Guidelines shall form an integral part of the Contract, and SUPPLIER is expected to comply with or actively pursue compliance. SUPPLIER shall upon written request from DOF always be obliged to:
 - (i) document compliance with the requirements set forth above; and
 - (ii) allow DOF, DOF's customer, or a third party appointed by DOF or DOF's customer the right to conduct such audits as it finds necessary to verify compliance with the requirements of this Clause 20: CODE OF BUSINESS CONDUCT.
- (d) For the avoidance of doubt the audit rights shall include:
 - (i) unrestricted access to all production sites and premises; and
 - (ii) the right to communicate with and interview employees and other personnel; and
 - (iii) the right to review pertinent documentation or any other relevant material.
- (e) SUPPLIER shall ensure that any of SUPPLIER's lower tier suppliers may also be subject to such audits as described above. The Parties shall carry their own costs incurred in relation to performance of such documentation and audit.

22. ENVIRONMENTALLY FRIENDLY PACKAGING

- (a) The SUPPLIER shall proactively, where practically feasible and while in compliance with applicable law and regulations, minimize the environmental impacts of their logistics and packaging by implementing the following measures when delivering to DOF;
 - (i) combine shipments whenever possible to eliminate and thereby reduce unnecessary packaging, and;
 - (ii) implement the use of returnable skids and re-usable cartons where possible, and;
 - (iii) minimize the total packaging materials used for DOF deliveries, and;
 - (iv) target the use of 100% recyclable materials in relation to all Work on behalf of DOF.

23. DISPUTE & GOVERNING LAW

- (a) Unless otherwise agreed In Writing in a Contractual Document taking precedence over these General Terms and Conditions the Contract shall be governed by and construed by the laws of Norway. **See cl. 47 under "Part D: Specific Conditions for Brazil" below.**
- (b) Any dispute, controversy or claim arising out of or relating to the Contract, or the breach thereof, shall be finally and exclusively settled by arbitration pursuant to the provisions of this Clause 22: DISPUTE & GOVERNING LAW, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof for enforcement.
- (c) Before arbitration proceedings are commenced, the Parties shall endeavor to resolve the dispute amicably through negotiations



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

between high-level executives of the Parties. If such negotiations are not successful after a period of sixty (60) Days from a claim In Writing for such negotiations from either Party, either Party has the right to refer the dispute to final settlement through arbitration pursuant to the applicable Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL Arbitration Rules). The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration shall apply.

- (d) The arbitration shall be conducted in English language in Bergen, Norway, unless otherwise agreed In Writing.
- (e) On request of either Party, the Parties shall immediately enter into a mutually written non-disclosure agreement covering a dispute that is subject to arbitration.
- (f) Notwithstanding the foregoing, the SUPPLIER acknowledges that breach of the Contract may cause irreparable damage and agrees that DOF shall be entitled to seek injunctive relief under the Contract by a competent court in any jurisdiction relevant to a breach of the Contract.

24. INSURANCE

- (a) SUPPLIER shall at its own cost, effect and maintain during the period of Contract and until the risk in the Goods passes to DOF;
 - (i) adequate material loss or damage insurance including adequate transit insurance; and
 - (ii) any worker's compensation insurance and employer's liability insurance, as required by law; and
 - (iii) product and public liability insurance against third party liabilities corresponding to the total PO Price; and
 - (iv) any additional insurance required by Legal Requirements.
 - (v) SUPPLIER may be asked to provide and maintain policies of insurance with a given limit. The maximum insurance limit will be stated in the PO.
- (b) Either party's indemnification obligations under this Contract are not limited in amount or in scope to coverage provided by that party's insurance cover.

25. PRECEDENCE

- (a) In cases of any conflict or ambiguity between the different Contract Documents the documents shall take precedence in the following order:
 - (i) Mandatory legislation
 - (ii) Any Purchase Order (PO), and specific terms appearing in this
 - (iii) The Framework Agreement
 - (iv) These General Terms & Condition (GTC)

26. SEVERABILITY

If any provisions in these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question will not be affected and will be enforced to the fullest extent permitted by law.

27. POLLUTION INDEMNITY

To the extent permitted by law SUPPLIER agrees to defend, indemnify and hold DOF harmless from and against any liability for, or costs arising in connection with any pollution which is due to the services provided or any act or omission in the supply of products or provision of services.

28. SOFTWARE

SUPPLIER warrants that software, including software products and software incorporated in spare parts and other products sold by SUPPLIER, is provided under license agreement and carry no infringements of rights towards any third party. SUPPLIER agrees to defend, indemnify and hold DOF harmless from and against any liability SUPPLIER may be subjected to, related to software and software rights.

29. DATA PROTECTION AND PRIVACY

The Parties will, as part of their contractual relationship and to perform their respective obligations and rights under this Agreement, share the following personal data about certain employees or third parties engaged by either Party, who are working to fulfil the agreement:

- (a) Name;
- (b) Name of employer (i.e. Supplier or Customer);
- (c) Title;
- (d) Passport; and
- (e) Contact information, such as email or phone number.

The main purpose of such processing is to perform the Parties' obligations and rights under the Agreement or by law and to ensure the Parties' legitimate interests, cf. Article 6 no 1 a), b) and f) of the Regulation (EU) 2016/679 (GDPR).

SUPPLIER and DOF will collect and process the personal data as data controllers. The Parties acknowledge and agree that they will each process the personal data in compliance with applicable data protection laws, in accordance with the responsibility of a data controller as set out therein as well as in accordance with agreed confidentiality.

The Parties acknowledge that personal data may be transferred to other companies for processing such information on the Parties' behalf, for example to other affiliated companies and IT providers, including to recipients outside the EU. Transfer of personal data to a third party may also occur to the degree such transfer is necessary with regards to the company or follows by law, for example to public authorities.

The Parties will retain the personal data as long as required in order to fulfil the purposes for which the data have been collected (see above) and in order to comply with relevant rules and regulations.

The relevant individuals have rights under the applicable legislation on data privacy, including a right to information about the processing of personal data. Each Party will provide their employees and/or third parties, as applicable, who are working to fulfil this Agreement, with information about the processing of personal data. Such information must comply with applicable data protection laws, including Article 13 and 14 of the Regulation (EU) 2016/679 (GDPR)

30. SURVIVAL

The provisions in clause 2,8, 10-14, 16-20, 23, 24,26-33 herein will survive, in perpetuity, any expiry or termination of an order or this agreement or the discontinuation of any business relationship between the Parties.

31. WAIVER

Not exercising or a delay in exercising any rights under these GTC is not a waiver of that right

32. ASSIGNMENT AND SUB-CONTRACTING

SUPPLIER may not assign or otherwise transfer its rights or obligations hereunder without prior consent In Writing from DOF. No attempts to assign or transfer in violation of this provision will be valid or binding to DOF. DOF may sub-contract all or part of its obligations hereunder to a competent third party and may assign these conditions to an affiliate at any time or to a non-affiliate as part the sale or reorganization of DOF's business.

PART B – HIRED-IN GOODS CONDITIONS

33. APPLICATION OF THIS PART B – HIRED-IN GOODS CONDITIONS

- (a) To the extent that the Contract or part of the Contract is for the supply of Goods to be Hired-in by DOF, the conditions of this Part B HIRED-IN GOODS apply in addition, and in case of conflict between Part A GENERAL CONDITIONS and Part B HIRED-IN GOODS CONDITIONS, Part B HIRED-IN GOODS CONDITIONS shall supersede Part A GENERAL CONDITIONS.

34. DEFINITIONS AND INTERPRETATION

"Delivery Point"	the place specified in the Contract or PO to which the Hired-In Goods are to be delivered by the SUPPLIER.
"Re-Delivery Point"	the specific location where the Hired-In Goods are to be returned to SUPPLIER by DOF at the end of the term of hire

35. HIRED-IN GOODS DELIVERY

- (a) Notwithstanding the content of this Clause 27: HIRED-IN



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

GOODS DELIVERY, the SUPPLIER retains full title and ownership in the Hired-in Goods notwithstanding that the Goods are hired by and in the possession of DOF.

- (b) Unless otherwise specified in the Contract, terms of delivery shall be DAP (at location specified by DOF in Contract) (INCOTERMS 2010)
- (c) The SUPPLIER shall provide Hired-in Goods which have been maintained according to manufacturer's instructions and guidance and shall be deemed in good and operational condition.
- (d) The SUPPLIER must furnish all operating manuals and instructions for the Hired-in Goods.
- (e) Where the Hired-in Goods are to be operated by DOF, the SUPPLIER shall provide sufficient spare parts and a written list of maintenance instructions (daily, weekly and monthly servicing, whichever is applicable).

36. HIRED-IN GOODS TERM

- (a) The term of hire shall be for the period specified in the Contract.
- (b) If DOF continues to retain possession of the Hired-in Goods, with the SUPPLIER's consent beyond the period specified in the PO, DOF shall be deemed to continuously hire the Goods on the same terms and conditions as the Contract. Any change in terms and conditions related to the continuous Hired-in Goods must be agreed In Writing before any such changes are implemented.
- (c) At the end of the term of hire or upon termination of the Contract, the Hired-in Goods shall be returned to the Supplier at the Re-Delivery Point, unless otherwise agreed In Writing the Re-Delivery Point shall be defined as the original Delivery Point.
- (d) Unless otherwise specified in the Contract, DOF terms of delivery for the return shall be EXW (Re-Delivery Point) (INCOTERMS 2010).
- (e) DOF shall compensate and pay the agreed price for the Hired-in Goods up to delivery at the Re-Delivery Point.

37. HIRED-IN GOODS WARRANTY & DEFECT

- (a) Unless otherwise agreed In Writing the Hired-in Goods Warranty Period shall commence upon delivery of the Hired-In Goods to DOF and remain in effect during the full period of hire.
- (b) DOF shall notify the SUPPLIER of any Defect in the Hired-in Goods as soon as practicable after becoming aware of such Defect.
- (c) If a Defect cannot be remedied, the SUPPLIER must make replacement Hired-in Goods available to DOF in accordance with the terms of the Contract.

PART C – SERVICES CONDITIONS

38. APPLICATION OF THIS PART C – SERVICES

- (a) To the extent that the Contract or part of the Contract is for the supply of Services, the conditions of this Part C – SERVICES CONDITIONS apply in addition, and in case of conflict between Part A GENERAL CONDITIONS and Part C - SERVICES CONDITIONS, Part C - SERVICES CONDITIONS shall supersede Part A GENERAL CONDITIONS.

39. SERVICES GENERAL REQUIREMENTS

- (a) The SUPPLIER shall perform the Services in accordance with the Contract, best industry standards and in compliance with all relevant laws and regulations, and in such a manner as will always safeguard and protect DOF's interests.
- (b) The SUPPLIER shall perform the Services with all proper skill and care and shall ensure that the work, services and any equipment used to produce or incorporated into the Services shall be fit for their intended purpose and of good quality and workmanship.

See cl. 48 under "Part D: Specific Conditions for Brazil" below.

40. SERVICES - HEALTH AND SAFETY

- (a) Whilst working on DOF's premises, the SUPPLIER shall observe and abide by any of DOF's or its client's safety standards.
- (b) The SUPPLIER shall abide by and ensure that all equipment conforms to all necessary safety measures. Such safety measures shall comply with all applicable policies, procedures and regulations that may apply to the Services.

41. SUPPLIER'S EQUIPMENT

- (a) SUPPLIER shall provide all equipment and tools required or necessary for the satisfactory performance and completion of the Services.
- (b) SUPPLIER will ensure that all of its equipment and tools are in good working condition, suitable and if required certified for use in connection with the Services.
- (c) The SUPPLIER is responsible for ensuring that the SUPPLIER's personnel have suitable and appropriate safety clothing and equipment for undertaking the Services.

42. SUPPLIER'S PERSONNEL

- (a) SUPPLIER shall provide personnel that have the experience, capability and necessary certification to efficiently and expeditiously perform the Services.
- (b) SUPPLIER is an independent contractor with respect to the Services and must exercise independent control, management and supervision of the Services, with DOF only concerned with the results of the Services being performed. SUPPLIER is not DOF's agent in any way.
- (c) DOF reserves the right to reject any of SUPPLIER's personnel or representatives in case of the following:
 - (i) failure to abide by the safety standards on DOF's premises; or
 - (ii) unable to evidence the proper certification or capability to perform the agreed Services; or
 - (iii) any other breach of rules and regulation on DOF's premises
- (d) DOF will provide, and SUPPLIER will accept, food and lodgings on board vessels for SUPPLIER's attending service personnel, to the extent possible for DOF. The cost of this will be for DOF's account.

PART D – SPECIFIC CONDITIONS FOR BRAZIL

The following conditions apply to deliveries to any DOF company in Brazil, to vessels in Brazil and to deliveries within Brazil in addition to the above conditions. Where conditions above and those below are in conflict, the below conditions to prevail. In in doubt, and if clarity is deemed to be required, please contact the company issuing the PO.

43. DELIVERY (see also cl.6 above)

Three signed originals in blue ink and stamped of the invoice, packing list and all applicable certificates (for goods and packing) must be provided with the Goods and must quote the relevant PO number and state whether all or only parts of the Goods are delivered.

The materials should not be delivered by SUPPLIER without DOF's approval in writing.

The invoice must reflect PO information and values. After Order Confirmation any value changed will not be accepted.

The SUPPLIER must send the documents: invoice and packing list for DOF approval no less than 2 days prior to shipping the goods in order not to cause any delay. Any amendment required by DOF shall receive a prompt reply from the supplier.

If the SUPPLIER provides any incorrect information in the documentation and the Customs checks the cargo and there is a difference between documents and material may result in fines, and any such fines will be charged to the SUPPLIER.

All invoices and packing list shall be issued as per POs invoice and requirements. Any delays on the delivery of the goods, and costs accrued in this connection caused by SUPPLIER providing incorrect



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

or insufficient documentation will be charged back to the SUPPLIER.

The SUPPLIER must never ship directly from Brazil any cargo, courier shipments, e.g. by DHL, FedEx or similar service, as this is not acceptable by Brazilian Customs, and fines may be applicable. If the SUPPLIER ignores this point any fines will be charged back to SUPPLIER. **(See also cl. 6 above)**

44. DELIVERY TERMS

DOF's standard delivery terms (FCA INCOTERMS 2010) may be changed without prior notice. Delivery terms are stated in the PO and SUPPLIER is requested to pay attention to any other delivery terms, e.g. DAT or CPT INCOTERMS 2010. **(See also cl. 6 above.)**

45. INVOICES AND PAYMENT

SUPPLIER's invoices for local purchases shall be correctly issued according to the Contract. Containing at minimum such information as:

- (i) the PO number
- (ii) the defined DOF company on the PO
- (iii) the PO product description and quantity
- (iv) identification code number (if any) against each component quoted in the same sequence as in the PO
- (v) Dimensions, weight, volume of the total cargo
- (vi) Payment terms.

SUPPLIER's invoices for overseas purchases must be correctly issued according to the Contract. Containing at minimum such information as:

According to Brazilian Customs Regulation article 553, II Subsection - 18 IN SRF nº 680/2006 for all import cargoes it is mandatory to present the original invoice signed by the supplier or signed by an authorized third-party agent. All invoices must have the following Mandatory Requirements:

- ✓ Exporter complete company name and address;
- ✓ Consignee complete company name and address;
- ✓ Notify complete company name and address;
- ✓ Invoice Date;
- ✓ Invoice reference number;
- ✓ Mode of transport;
- ✓ Goods specification/description in English and Portuguese. Other languages accepted are French and Spanish followed by a Portuguese goods translation;
- ✓ Manufacturer Complete name and Address;
- ✓ Country of Origin/Manufacturer Country;
- ✓ Part number and serial number if applicable;
- ✓ Quantity of materials;
- ✓ Unit (ex: drum, each, batch, etc.)
- ✓ Material net weight per item;
- ✓ Quantity and type of packages;
- ✓ Gross weight per package and net weight per item and per package;
- ✓ Goods acquisition country;
- ✓ Goods unit price and total price;
- ✓ Total invoice value;
- ✓ Currency (ex: USD, NOK, EUR, GBP, etc.);
- ✓ Freight and additional costs if applicable;
- ✓ Payment Terms;
- ✓ Incoterm.terms

(See also cl. 11 above.)

46. SUPPLIER'S PERSONNEL

The SUPPLIER shall submit, immediately after the execution hereof the following documents.

- (a) A copy of the list and documentation shall be delivered to the Supply Department. A certified copy of the Articles of Organization or Last Restated Amendment and, if any, of all further Amendments which have not been restated, duly filed with the Board of Trade or Registry of Legal Entities of the State where the registered office is located.
- (b) A certified copy of the Simplified Certificate of the Board of Trade where the registered office is located. The certificate shall have the following information: (a) Trade name; (b) NIRE -Business Register Identification Number; (c) CNPJ; (d) Filing Date of the Articles of Organization; (e) Date of commencement of activities; (f) Full address; (g) Capital Stock; (h) Last filing; (i) List of members, with the interest and status - member or managing

member; (j) List of branches / CNPJ / Address or Brief Certificate Report issued by the Registry of Legal Entities where the registered office is located.

- (c) Proof of Registration and Registration Status in the CNPJ issued on the Internet, at www.receita.fazenda.gov.br.
- (d) Debt Clearance Certificate (or Certificate of Suspended Tax Liability) issued by the State Tax Authority of the State where the registered office is located, stating the state registration of the SERVICE PROVIDER and its status as a taxpayer in the register (active or inactive). For taxpayers from Rio de Janeiro, in addition to the Certificates mentioned above, a certified copy of the Certificate of No Overdue Tax Liability of the Office of the State Attorney General (PGE) shall be submitted. In the event the SUPPLIER is not a state taxpayer, it shall submit a Non-Taxpayer Clearance Certificate or Statement attesting such fact issued by the State where the registered office of the SUPPLIER is located.
- (e) Proof of registration and tax good standing in the Local Taxpayers' Register - CCM concerning the domicile or registered office of the SERVICE PROVIDER, as well as the ISS (Municipal Registration).
- (f) Debt Clearance Certificate (or Certificate of Suspended Tax Liability) issued by the Local Government of the Municipality where the registered office is located, stating the local registration of the SUPPLIER and its status as a taxpayer in the register (active or inactive). In the event the SUPPLIER is not a municipal taxpayer, it shall submit a Non-Taxpayer Clearance Certificate or Statement attesting such fact issued by the Municipality where the registered office of the SUPPLIER is located.
- (g) Proof of legal status with the Social Security Institute, demonstrating legal good standing in compliance with social taxes created by law - Debt Clearance Certificate with the INSS [Social Security Institute] - CND.
- (h) Debt Clearance Certificate - CND (or Certificate of Suspended Tax Liability) on the CNPJ of the registered office with express purpose of participating in public bids.
- (i) Certificate of Discharge of Federal Taxes and Contributions and the Certificate of No Overdue Federal Tax Liability.
- (j) Certificate of Regularity of FGTS – CRF
- (k) Permit to work or operation
- (l) Permit for the Place of Business issued by the City Government of the registered office of the CLIENT.
- (m) Proof as participating in SIMPLES NACIONAL [Integrated System for Payment of Taxes and Contributions] (if any). The legal entity shall submit the Proof of SIMPLES NACIONAL issued on the Internet, at www.receita.fazenda.gov.br.
- (n) Proof of registration with the competent professional entity - CREA, CRB or CRQ (only when the SUPPLIER provides services requiring registration with the Supervisory Authority, on the need to prove its expertise and know-how).
- (o) Corporate Certificate issued by the corresponding Board (where applicable).
- (p) Corporate Certificate issued by the corresponding Board.
- (q) Declaration of Lawyers - Existence of Employment Disputes. It may be replaced with the certificate of labour debts obtained at <http://www.tst.jus.br/certidao>.
- (r) Collective Bargaining Agreement for the Category of Employees. Recognize authenticity in TEM.
- (s) Balance Sheet of the last fiscal year.
- (t) HSE Documents - PPRA, PCMSO, SESMT.
- (u) Declaration of absence of tax debts or instalment payments processes in progress.
- (v) Any and all license applicable to the services set forth herein and in its EXHIBITS in accordance with the Brazilian Laws.



General Terms and Conditions for Purchase – Norskan Offshore Ltda. (GTC)

47. DISPUTE AND GOVERNING LAW - BRAZIL

- (a) For POs placed with Brazilian suppliers, and unless otherwise agreed In Writing in a Contractual Document taking precedence over these General Terms and Conditions, the Contract shall be governed by and construed by the substantive laws of the Republic of Brazil.
- (b) Any dispute, controversy or claim arising out of or relating to the Contract, or the breach thereof, shall be finally and exclusively settled by arbitration pursuant to the provisions of this Clause 22: DISPUTE & GOVERNING LAW, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- (c) Before arbitration proceedings are commenced, the Parties shall endeavor to resolve the dispute amicably through negotiations between high-level executives of the Parties. If such negotiations are not successful after a period of sixty (60) Days from a claim In Writing for such negotiations from either Party, either Party has the right to refer the dispute to final settlement through arbitration pursuant to the applicable Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL Arbitration Rules). The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration shall apply.
- (d) The arbitration shall be conducted in English language in Rio de Janeiro, Brazil, unless otherwise agreed In Writing.
- (e) On request of either Party, the Parties shall immediately enter into a mutually written non-disclosure agreement covering a dispute that is subject to arbitration.
- (f) Notwithstanding the foregoing, the SUPPLIER acknowledges that breach of the Contract may cause irreparable damage and agrees that DOF shall be entitled to seek injunctive relief under the Contract by a competent court in any jurisdiction relevant to a breach of the Contract.

(See also 23 above)

48. SERVICE GENERAL REQUIREMENTS - BRAZIL

The officers, employees or agents of the SUPPLIER shall not be subordinate to anyone within DOF, and there shall be no employment relationship with DOF. Such personnel shall adhere to all instructions given by DOF in order to complete the Service.

All these people shall have technical autonomy and freedom to provide services to other companies, without limitation of any kind imposed previously by DOF. Unless any IPR, technology or tools are owned solely by DOF, then the relationship shall be exclusively between the Parties.

SUPPLIER or third party engaged by SUPPLIER shall be covered by the Brazilian Labor Law and Collective Bargaining Agreement according to the SUPPLIER activities. SUPPLIER shall free of charge provide all documentation related to labor standards to DOF to verify if SUPPLIER is compliance with the labor requirements.

DOF shall not be responsible for SUPPLIER'S compliance with labour obligations and its liability, and DOF is free from any and all secondary liability imposed by the Statement 331 of the Superior Labour Court. DOF shall be entitled to monitor compliance with these obligations by the SUPPLIER. The SUPPLIER shall be liable for all payments arising from labour obligations including meal and transport expenses.