

## Art. 1 Definitions and documents

- 1.1 "Affiliated Company" means any corporation, limited liability Company, partnerships, joint ventures or other legal entity in which
- Company or a subsidiary of the Company, as defined in the Norwegian Limited Liability Company's Act, owns or controls more than 50 % of the equity share capital in that entity; or
  - Company controls fifty percent (50 %) or less of the voting rights, but none the less has determining influence in that entity; or
  - Company controls less than fifty percent (50 %) of the voting rights but is named as the entity's operator or ICT Service Provider in the entity's operating agreement.
- 1.2 "Company" means Tampnet AS
- 1.3 "Company Group" means Company, its Affiliated Companies, Company's contractors and their contractors and subcontractors and employees of the aforementioned entities, all to the extent they participate in the project where the Deliverables shall be used.
- 1.4 "Contract" means the Form of Contract, any Special conditions referred to in the Form of Contract, these General Conditions of Contract and any appendices referred to in the Form of Contract.
- 1.5 "Form of Contract" means the signed contract front page(s) of this Contract.
- 1.6 "Company's business" includes;
- Company's employees: at the workplace, while travelling, at home, while using a home computer included in Company's home computer scheme,
  - hired personnel at Company's premises,
  - Contractor staff who carry out work for Company at contractor's or Company's premises,
  - employees/Companies at service stations at which staff work for an employer other than Company,
  - others who order goods or services from Company by means of telecommunication solutions, thereby using specific software.
- 1.7 "Contractor" means the party referred to as Contractor in the Contract form.
- 1.8 "Contractor Group" means Contractor, its Affiliated

Companies, his subcontractors and their contractors and subcontractors and employees of the aforementioned entities, all to the extent they participate in the performance of the Work.

- 1.9 "Deliverables" means all Equipment, Software, documentation and other objects that Contractor shall deliver under the Contract.
- 1.10 Disputed Variation Order (DVO) means a variation notified, but not agreed. A DVO will not stop the progress of the Work and will not affect the Deliverables. If not solved within 5 business days, the DVO will be escalated to CFO or similar level in corporate management to be solved.
- 1.11 "Equipment" means all equipment and parts thereof that is part of the Deliverables.
- 1.12 "Force Majeure" means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence and could not reasonably have avoided or overcome it or its consequences when entering into the contract.
- 1.13 "Software" means any computer programs or program modules that is part of the Deliverables.
- 1.14 "Subcontractor" means a Third Party which has entered into an agreement with the Contractor for the supply of goods or services in connection with the Work.
- 1.15 "Third Party" means any party other than Contractor or Company.
- 1.16 "Work" means all work, services, duties and other obligations, which Contractor shall perform or cause to be performed, in accordance with the Contract, including completing and delivering the Deliverables.
- 1.17 In the event of any conflict between the provisions in the Contract, the various contract documents shall be given priority in the order in which they are listed in 1.3

## Art. 2 General obligations of Contractor

- 2.1 Contractor shall perform the Work with the degree of skill, care, diligence and good judgement normally exercised by recognised professional firms performing work of the same or similar nature. The Work shall in all respects meet the specifications of the Contract, and shall in addition be of high quality, incorporating first class workmanship as well as being fit for its intended purpose, as set out in the relevant Contract.
- 2.2 Contractor shall plan and run all activity in a manner that ensures that the Work can be performed without loss of life or harm to health, without damage to plant and/or equipment, without

harmful emissions or discharges to the environment, and in such a way that production or processes are not unexpectedly halted.

2.3 Contractor shall perform the Work in compliance with applicable laws and regulations. Contractor shall obtain and maintain all official permits necessary to perform the Work and shall whenever requested by Company produce documentation showing that necessary permits have been obtained.

2.4 Without limiting the generality of Art. 2.3 and in recognition of the principles of:

- a. the Norwegian Penal Code (in particular §§ 387, 388 and 389),
- b. the United States Foreign Corrupt Practices Act ("FCPA")
- c. the UK Bribery Act 2010
- d. any applicable laws relating to anti-bribery and corruption of any country in which Contractor performs work under this Contract,

Contractor represents and agrees that he will not:

1. directly or indirectly, give or offer any improper advantage to anyone in connection with a post, office or commission, or
2. for himself or anyone else, directly or indirectly, request, receive or accept an offer for an improper advantage in connection with a post, office or commission, or
3. directly or indirectly, give or offer any improper advantage with the purpose of influencing the performance of a post, office or commission, or
4. for himself or anyone else, directly or indirectly, request, receive or accept an offer for an improper advantage with the purpose of influencing the performance of a post, office or commission.

Contractor shall upon Company's request, give a written statement to Company confirming that he has complied with all requirements of Articles 2.3, 2.4, 4.1 and 7.2.

Contractor shall immediately report to Company any act or omission which could possibly be seen as a breach of Article 2.3, 2.4, 4.1 and 7.2. In such instances Contractor shall give Company access to all documents which in Company's sole opinion may be relevant to determine whether such a breach has occurred. Contractor shall require any of its Subcontractors to agree to and comply with contractual provisions substantially identical to those contained in Articles 2.3, 2.4, 4.1, 7.2 and 11.3, 2nd paragraph.

2.5 Contractor shall upon receipt make an immediate inspection, and search for conflicts, discrepancies and inconsistencies ("errors") in the drawings, specifications, and Company provided Items, and shall within (14) working days of their receipt, and at the latest, prior to the commencement of the Work, give notice to Company's representative of any unclear areas or "errors" discovered by such inspection.

Upon receipt of notice from Contractor the Company shall, without undue delay, either have the necessary corrections made, or give Contractor instructions in accordance with the rules concerning Variation Orders as to how he shall proceed.

2.6 When Work is carried out at Company's premises Contractor shall comply with any rules in force relating to safety and working conditions. Company will, upon Contractor's request, inform Contractor of its own rules.

2.7 Contractor shall submit written reports to Company with such content, in such format and at such times as agreed. As a minimum, progress of the Work shall be reported monthly.

2.8 If Contractor should have cause to believe that he will be unable to perform the Work in accordance with the contract schedule, he shall immediately notify Company in writing stating the reason for the delay, the effect on the contract schedule and furthermore include a proposal on how the delay can be minimised. Contractor shall bear own costs incurred to minimise the delay unless the delay is caused by Company.

2.9 Contractor is liable for losses suffered by Company which could have been avoided if Contractor had given notice of the delay in due time.

2.10 Contractor shall have an implemented and documented quality control system, including, but not limited to, systems that fulfil Company's standard requirements relating to the control and monitoring of safety, occupational health and working environment issues and procedures, including management controls systems, to prevent Contractor's employees, personnel, agents and/or contractors from doing anything which could be considered a breach of Art. 2.3 and 2.4. Company is at any time entitled to carry out, and Contractor shall assist in carrying out, inspections of the Deliverables as well as quality audits and verifications of Contractor's and any subcontractor's quality control system, at Contractor's or any subcontractor's premises.

2.11 If Contractor has to order any materials to be included in the Work, all logistics of the goods shall be handled and shipped using INCOTERMS 2020 DDP, unless otherwise agreed in writing.

2.12 The Deliverables shall be packed and marked in a

proper manner.

- 2.13 Whenever requested by Company, Contractor shall provide the original insurance certificates he is obliged to provide according to the Contract.

### Art. 3 Personnel

- 3.1 Company shall not be deemed to be the employer of Contractor's personnel, even if such personnel are to perform all or parts of the Work in co-operation with Company.
- 3.2 If the Contract appoints key personnel in Contractor's organisation, such personnel shall not be replaced without Company's prior written approval. Such approval shall not be unreasonably withheld.
- 3.3 Contractor shall, at his own expense, immediately replace personnel who in Company's sole opinion conduct themselves in an improper manner or are unsuitable to perform the Work.

### Art. 4 Quality assurance

- 4.1 Contractor shall have an implemented and fully documented quality system including, but not limited to, systems that fulfill Company's standard requirements relating to the control and monitoring of safety, occupational health and working environment issues, and procedures, including management control systems, to prevent Contractor's employees, personnel, agents and/or contractors from doing or omitting anything which could be considered a breach of Art. 2.3 and 2.4.

### Art. 5 Ethics, anti-corruption and bribery

- 5.1 The parties shall adhere to the requirements for ethics, anti-corruption and human rights included in Company's policies:
- Anti-bribery and corruption policy
  - CSR Policy
  - Preventing Tax Evasion Policy
  - Code of Conduct

The Parties shall also read, understand and adhere to Tampnet Modern Slavery Act Statement.

### Art. 6 Audits, inspections and verifications

- 6.1 Company or his authorised representative is at any time entitled to carry out audits of the quality systems and procedures employed by Contractor. Company or his authorised representative shall also have the right to perform inspections and verifications they consider necessary in order to verify that the Work is performed in accordance with the conditions of this Contract. Such audits, inspections and verifications may be made at Contractor's facilities.
- 6.2 Contractor shall give necessary assistance in carrying out these audits, inspections and verifications. Contractor shall, if requested by Company, supply to Company test reports, material certificates, calculations etc. regarding the Work, within reasonable manner.
- 6.3 The above-mentioned audits, inspections and verifications do not exempt Contractor from responsibility for the Work according to this Contract. The same applies if Contractor provides Company with technical or other documentation for Company's review or approval.

### Art. 7 Delivery

- 7.1 When Contractor considers the Work as completed, he shall notify Company in writing as soon as possible. Within a reasonable time after receiving such notice, Company shall in writing either accept the Work as completed or declare that the Work is not accepted as completed and the reason for this.
- 7.2 Unless otherwise agreed, delivery shall be deemed to have taken place when the Deliverables have been handed over to Company and agreed installation work and tests have been passed and completed.
- 7.3 Company may require that the Deliverables shall be delivered to Company on the scheduled delivery date or at any time thereafter even if the deliverables are not complete.
- 7.4 If Company has required such delivery, then Company is not obliged to pay that part of the contract price which relates to the unfinished part of the Work. Company is entitled to be paid liquidated damages in accordance with art 12.2, calculated on the number of Days by which the Delivery Date would have been exceeded had Contractor completed the Deliverables.

### Art. 8 Payment

- 8.1 Contractor shall receive payment for the Work, in accordance with the price provisions in the

- Contract.
- 8.2 All financial settlements, bills and reports rendered to Company shall reflect the facts properly about all activities and transactions handled for the account of Company. The data may be relied upon as being complete and accurate in any further recordings and reporting, made by Company or its representatives for whatever purpose.
- 8.3 Contractor shall invoice Company in accordance with the provisions of the Contract and if there is no such specifications only after Delivery of the Deliverables. The invoice must be marked as indicated in the Contract, and any information required to substantiate the invoiced amount must be enclosed.
- 8.4 Company shall pay any approved amount within 30 days of receiving the invoice.
- 8.5 Company may deduct any disputed or undocumented amount. If it is later established that Company had an obligation to pay the deducted amount, then Company shall pay interest on overdue payments from the due date of the invoice pursuant to the Norwegian Act relating to Interest on Overdue Payments etc. (Act no. 100 of 17 December 1976). At payment, any amount due to Company from Contractor may be offset against money owed from Company to Contractor.
- 8.6 Contractor shall submit a final invoice within 90 days after Company has accepted the Work as completed or after final Delivery of Deliverables. The final invoice shall include all claims to be made by Contractor pursuant to the Contract. Claims not included in the final invoice cannot be submitted at a later stage.
- 8.7 Failure to provide documentation evidencing that payment of tax and other levies have been paid in accordance with law, entitles Company to withhold payment until Contractor either produces such documentation, or provides satisfactory security for payment of such taxes and levies. Company may recover from Contractor at any time any liability incurred by Company as a consequence of any failure of Contractor Group to pay the required taxes and levies.
- 8.8 Company has the right to audit Contractor's archives, correspondence and other documentation relating to the Work, during the contract period and for up to 2 years after the end of the year in which the last invoice was paid. If an error is discovered, a new account shall be prepared.
- 9.2 Equipment and materials (including documents and pictures) that are procured or manufactured in connection with the Work are the property of Company, if paid for by Company. Contractor shall mark such equipment and materials with "Property of Tampnet" and shall maintain it.
- 9.3 All commercial and technical information, including drawings, documents, software and all associated documents, regardless of method of storage, and all copies thereof, provided by Company to Contractor shall be the property of Company. The same applies to information developed by Contractor on the basis of information provided by Company.
- 9.4 Unless otherwise agreed, all Intellectual Property Rights in or to all materials, documents, computer programs, data and technology arising as a result of Contractor performing the Work, shall vest in and remain the property of Company.
- 9.5 Unless otherwise agreed, the provisions in articles 8.1 and 8.4 does not give Company proprietary rights to Contractor's pre-existing designs, technology, know-how, patents, etc. developed independently of the Contract, however Company shall be granted irrevocable, royalty-free and non-exclusive license to use those rights in Company's business where it is necessary for the completion, operation, maintenance, repair and modification of the Work.
- 9.6 Contractor shall notify Company of any inventions arising as a result of Contractor performing the Work. Contractor shall provide the necessary assistance to enable Company to be registered as the proprietor of any patents or patent applications relating to such inventions. Company shall pay Contractor for all reasonable costs in connection with such assistance.

## Art. 10 Confidential information

- 10.1 All information, data and results which the parties may exchange or learn while working on the Contract, shall remain confidential and never be disclosed to a Third party without the other party's approval, except as specified in article 9.2, or if the parties are able to prove that the information was received from a third party with rightful access to disclosing such information, or if the information is available in the public domain.

Information made available to Contractor's staff while working under the Contract, shall not be disclosed to Contractor or any of his staff who are

## Art. 9 Ownership and intellectual property rights

- 9.1 Title to the results of the Work shall pass to

not directly involved with the Work, unless prior approval is given by Company.

However, each of the parties may use or transfer such confidential information to Subcontractors and government authorities to the extent that this is required for the performance and verification of the Contract. In such cases, the relevant party shall ensure that its Subcontractors sign a written non-disclosure statement incorporating the requirements specified under this Art. 9.

- 10.2 Company shall be free to use information which is presented and handed over to Company on an on-going basis as part of the Work.
- 10.3 Contractor shall not publish information relating to the Work or the Contract without Company's prior approval in writing.
- 10.4 Confidential information must be handled securely; documentation shall be kept in locked archives, and electronically stored information shall be inaccessible to unauthorised personnel.

## Art. 11 Indemnification

11.1 Contractor shall indemnify Company Group from and against any claim concerning:

- personal injury to or loss of life of any employee of Contractor Group
- loss of or damage to any property of Contractor Group,

which may arise in connection with the performance of the Work. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Company Group.

Contractor shall indemnify Company Group from loss or damage incurred by anyone outside Contractor Group or Company Group in connection with the services to the extent caused by negligence of any member of Contractor Group.

Contractor shall release, defend, indemnify and hold harmless Company Group from any pollution or contamination arising from or originates directly from Contractor's property used in connection with the Work.

Contractor shall, as far as practical, ensure that other entities in Contractor Group waive their right to make any claim against Contractor Group when such claims are covered by Contractor's obligation to indemnify pursuant to the provisions of this article 10.1.

11.2 Company shall indemnify Contractor Group from and against any claim concerning:

- personal injury to or loss of life of any employee of Company Group,
- loss of or damage to any property of Company Group,

which may arise in connection with the performance of the Work. This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of the Contractor group.

Company shall indemnify Contractor Group from loss or damage incurred by anyone outside Company Group or Contractor Group in connection with the services to the extent caused by negligence of any member of Company Group.

11.3 A party shall promptly notify the other party if it receives a claim that the other party is obliged to indemnify. Whenever possible, the indemnitor shall take over treatment of the claim. The parties shall give each other information and other assistance needed for handling the claim. Neither party shall, without the consent of the other indemnitor, approve of a claim which shall be indemnified, in whole or in part, by the indemnitor.

11.4 Contractor shall indemnify Company if the performance or use of the Work, constitute an infringement of third party patent rights or other intellectual property rights.

## Art. 12 Breach of Contract

12.1 Delay

Delay exists when Work is not performed within milestones and final delivery date described in the Contract, unless the delay is caused directly by Company.

Contractor is liable for any delay pursuant to article 11.2.

12.2 Effects of delay

Unless otherwise agreed, if Contractor is directly responsible for the delay, liquidated damages shall accrue at a rate of 0,3 % per day of the total price for the part of the Work that is delayed. Liquidated damages shall, however, not exceed 15 % of the total price of the part of the Work that is delayed.

If the delay is caused by gross negligence or willful misconduct on the part of Contractor or someone for whom he is responsible, Company may, instead of the liquidated damages claim compensation for the actual losses suffered due to the delay.

12.3 Defects

Contractor is liable for any defect in the Work pursuant to article 11.4.

Breach of article 2.4 shall always be considered a substantial breach.

Company shall issue a written notice of defect within reasonable time following discovery of any defect, and in no event later than 24 months after Company has accepted the Work as completed. The same time limit applies in respect of rectification work, calculated from the time the rectification work was completed. The time limit for making a notice of defect does not commence as long as the rectification work or other activities necessary to comply with the contractual requirements are performed.

#### 12.4 Liability for defects

When Company notifies Contractor of a defect, Contractor shall commence rectification of the defect without delay. The rectification work shall be postponed upon Company's request provided that Company has a justified reason for requiring such postponement. Rectification work shall be performed for Contractor's account.

If Contractor fails to remedy the defect within reasonable time, Company is entitled to remedy the defect himself or employ a third party to do so at Contractor's risk and cost, or to reduce the contract price accordingly. The same shall apply if awaiting Contractor's remedy will cause substantial inconvenience to Company. In such event, Contractor shall be notified in writing prior to initiating the rectification work.

Company is entitled to claim compensation for losses suffered due to defects. Such compensation is limited to cover direct losses unless Contractor, or someone Contractor is responsible for, has acted with gross negligence or willful misconduct.

#### 12.5 Limitation of liability

Contractor's liability for breach of contract, regardless of whether the Contract is terminated or not, shall per event be limited to 100% of the Contract Price.. For the avoidance of doubt, this limitation does not apply to liability incurred as a result of gross negligence or willful misconduct.

### Art. 13 Termination

13.1 Company is entitled to terminate the Contract with immediate effect by notifying Contractor when:

- Company has become entitled to be paid maximum liquidated damages in accordance with art 11.2; or

- it is anticipated that delivery of the the Deliverables or any part of the Work will be delayed by more than 15% of the time from start of the Work until the Delivery Date, or by 120 Days - whichever is the shorter period; or
- Contractor is in substantial breach of the Contract; or
- the controlling interest of Contractor is transferred to a Third Party without Company's prior approval, which shall not be unreasonably withheld; or
- Contractor becomes insolvent or enters into liquidation (provisional or otherwise) except for purpose of amalgamation or reconstruction, or a receiver and / or manager or administrator is appointed in respect of its assets or any part thereof or it enters into any composition or arrangement with creditors generally Upon termination of the Contract, Company is entitled to take over from Contractor the Deliverables including materials, company provided items, subcontracts, documents and other rights necessary to enable Company to complete the Work, either by itself or with the help of a Third Party.

13.2 When the Contract is terminated, Company shall also be entitled to present the following claims:

- damages for delay in the form of liquidated damages in accordance with the provisions of art 11.2, calculated on the basis of the number of Days by which the Delivery Date would have been exceeded if Contractor had completed the Work
- damages for defects and other breaches of Contract

### Art. 14 Insurance

14.1 Contractor shall, on his own account, insure his liability under the Contract for the entire contract period. The insurance shall include the Insurer's waiver, applicable throughout the contract period, of any right of recourse against Company. Contractor will maintain all necessary insurances during the duration of the Contract, including but not limited to Employers Liability insurance to at least the minimum amount required by law.

### Art. 15 Sub-contractors

15.1 Contractor shall not subcontract the Work of the Contract or parts thereof without Company's prior approval by email. Such approval shall not be unreasonably withheld. Also, such approval does not exempt Contractor of his liabilities and

obligations under the Contract.

## Art. 16 Force Majeure

16.1 Neither of the parties shall be considered in breach of an obligation under the Contract if fulfilment of the obligation has been prevented by Force Majeure.

16.2 The party invoking Force Majeure shall, as soon as possible, notify the other party of the Force Majeure situation.

In the case of Force Majeure, each party shall cover its own costs resulting from the Force Majeure situation.

If a Force Majeure situation lasts without interruption for 30 days or more, or it is evident that it will do so, then each party shall have the right to terminate the Contract by written notice to the other party.

## Art. 17 Variations

17.1 Company has the right to order such variations to the Work as in Company's opinion are desirable. Variations to the Work may include an increase or decrease in the quantity, or a change in character, quality, kind or execution of the Work or any part thereof, as well as changes to the contract schedule. Nevertheless, Company has no right to order variations to the Work which by its nature conflicts with the Work or cumulatively exceeds that which the parties could reasonably have expected when entering into the Contract.

17.2 If Contractor finds a variation is required, Company shall be notified, in writing, without undue delay.

17.3 Any variation shall be approved by Company by means of a written variation order before Contractor initiates the variation work.

17.4 When Company requires a variation, Contractor shall, without undue delay, submit a written confirmation describing the variation work together with an estimate of any effects on the contract price and the contract schedule.

17.5 Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Contract, or otherwise in accordance with the original price level of the Contract

17.6 If the parties disagree to a variation, the variation will be treated as a Disputed Variation Order (DVO) Contractor shall implement the variation without awaiting the final outcome of the dispute.

## Art. 18 Cancellation

18.1 Company may cancel the Work or parts thereof with immediate effect, by written notification to Contractor.

18.2 In the event of cancellation Contractor shall cease performance of the Work as of the effective date of the cancellation stated in the notice from Company.

18.3 Contractor shall forthwith take all necessary steps in order to avoid unnecessary additional costs after the notice of cancellation has been received. Subcontractors shall without undue delay be informed in order to accomplish the cancellation.

18.4 Following cancellation Company shall only pay the unpaid balance due to Contractor for that part of the Work already performed, and cover documented and necessary expenses incurred as a direct result of the cancellation.

## Art. 19 Suspension

19.1 Company may temporarily suspend the performance of the Work, or parts thereof, by giving notice to Contractor.

19.2 The notice shall specify which parts of the Work that shall be suspended, the effective date of the suspension and the expected date for resumption of the Work.

19.3 Upon receipt of such notice, Contractor shall unless instructed otherwise discontinue the Work or part of the Work detailed in the notice and properly protect and secure the Work as required by Company.

19.4 Contractor shall resume the Work after notice by Company.

19.5 Company shall compensate Contractor for all direct costs incurred by Contractor, which are strictly necessary and directly linked to the suspension as agreed between the parties prior to effective date of the suspension.

## Art. 20 Assignment of the Contract

20.1 Company is entitled to assign its rights and obligations pursuant to the Contract, fully or partly, to any Third Party provided that Company can demonstrate that the assignee has the financial strength required to fulfil Company's obligations under the Contract. Contractor may not assign his rights and obligations pursuant to the Contract without Company's written consent which shall not be unreasonably withheld.

**Art. 21      Notifications**

- 21.1 Written notifications from any of the parties to the Contract, shall be addressed to the receiving party's representative as email. Deadlines in connection with such notifications shall run from the date when the email was sent.

**Art. 22      Law and disputes**

- 22.1 The Contract shall be governed by and construed in accordance with the Laws of Norway.
- 22.2 Any dispute arising out of or in connection with the Contract, shall be resolved by arbitration. The parties agree that the arbitration proceedings and the arbitration decision shall not be public, unless otherwise agreed.
- 22.3 The legal venue, of arbitration shall be Stavanger, and the language to be used in the arbitration shall be English. Otherwise, "Lov om voldgift" (lov av 14. mai 2004 nr. 25) (Norwegian Act regarding Procedural Rules for Arbitration) shall apply.