Standard terms and conditions for the purchase of services

1. General

1.1 Unless otherwise agreed in writing, these general terms and conditions apply to all assignments concerning services performed for Bergen Group ASA with subsidiaries, hereinafter called 'Buyer'.

1.2 If Supplier uses or makes reference to other general or special delivery terms, for example in order confirmations or invoice documents, this will have no effect on the purchase, unless otherwise expressly agreed by the parties in writing.

2. Assignment agreement

2.1 An agreement for performance of the assignment shall be entered into, in the form of either a) a written assignment order and written order confirmation, or b) other written agreement document. Oral orders that are not confirmed in writing shall be considered to be invalid.

3. Performance of the assignment

3.1 Supplier shall carry out the assignment in accordance with the specified requirements, specifications etc. and otherwise in accordance with recognized techniques and first-class execution pursuant to the industry norms that apply at all times.

3.2 The assignment shall be performed in compliance with applicable statutes and regulations. Supplier shall obtain and maintain all necessary permits in connection with the service, and, at Buyer’s request, submit documentation that the necessary permits have been obtained.

3.3 In addition to what is specified in the assignment agreement, the assignment includes obtaining and maintaining materials, consumables, drawings, calculations etc. that are required to complete the service, unless otherwise expressly agreed.

3.4 Supplier shall not transfer material parts of the assignment to subcontractors without Buyer's written consent. Such consent does not release Supplier from any obligations or responsibility.

3.5 Buyer shall not be deemed to be the employer of Supplier’s personnel, even if such personnel perform the service or part of it in collaboration with Buyer and/or in Buyer’s place of business.

3.6 Agreed key personnel from Supplier shall not be replaced without Buyer's consent.

3.7 At its own expense, Supplier shall immediately replace personnel who behave in an improper manner or who are unsuitable for performance of the service.

3.8 Supplier must have a satisfactory quality control system that is adapted to the assignment, and Buyer must be entitled to carry out quality audits of Supplier and any subcontractors.
3.9 Supplier shall ensure that the service is carried out in compliance with the rules governing safety, working conditions and similar that apply in the workplaces in which the assignment is carried out.

4. **Progress and completion of the assignment**

4.1 Supplier shall perform and complete the assignment in accordance with the agreed schedule. If such a schedule has not been agreed, the assignment must be completed within a reasonable time in relation to what is normal for the performance of corresponding assignments.

4.2 When Supplier considers the assignment or an agreed part of the assignment to be completed, it must immediately notify Buyer in writing. Within a reasonable period after such notification has been received, Buyer shall either confirm in writing that the service is accepted as completed or state what work is deemed to be outstanding.

5. **Changes**

5.1 Buyer is entitled to request such changes to the assignment as may be desirable, and Supplier is obliged to implement these changes, provided that the changes fall within what the parties could reasonably have expected at the time of entering into the agreement. Such changes may include, but are not limited to, changes to the scope of the assignment, changes of the technical specifications, a temporary halt to the assignment, and changes in relation to the schedule.

5.2 If Supplier wishes to invoke the notified changes as grounds for changing the agreed price or schedule, it must notify Buyer in writing before implementing the change. If Supplier fails to do so, it forfeits the right to later claim the change as the basis for a price increase or an extension of the progress schedule.

5.3 Compensation for changes shall be in accordance with the original price level and profit margin in the agreement. If the changes result in savings on Supplier’s part, this shall automatically be credited to Buyer.

5.4 If the parties disagree on the price-related effects of a change, Supplier shall nonetheless implement the changes without waiting for the dispute to be finally resolved if Buyer so requests.

6. **Cancellation**

6.1 Buyer may notify Supplier in writing of complete or partial cancellation of the assignment with immediate effect.

6.2 Following such cancellation, Buyer must pay the amount owing to Supplier for the part of the assignment that has been completed and cover documented and necessary expenses incurred as a direct consequence of the cancellation. Supplier is not entitled to any other compensation as a result of such cancellation.

7. **Payment**

7.1 Buyer shall pay Supplier the price specified in the assignment agreement. The price shall be fixed and exclusive of value added tax and it must cover all services and work that are necessary for completion of the assignment and that are not specifically exempted.

7.2 If a fixed price or a total cost limit has been agreed for the assignment or part of the assignment, this represents Supplier’s maximum claim for compensation, unless Buyer has agreed to further compensation in writing.

7.3 If Buyer is to pay for the assignment by the hour or in relation to quantities, Supplier shall ensure that hours or quantities that are subject to payment are registered and ensure that they are approved by Buyer on a continual basis.
7.4 Unless another invoicing plan is agreed, Supplier shall, no later than ten days after the approved completion of the assignment or agreed part of the assignment, send Buyer a specified invoice for the completed assignment. Approved timesheets, lists of materials used etc. or other documentation shall be enclosed with each invoice.

7.5 Unless otherwise agreed, payment shall be made within 60 days of receipt of a correct invoice.

7.6 All invoices must include the contract number and any other agreed references, and they must clearly indicate what the amount concerns. Invoice charges and similar are not accepted. Buyer is entitled to return invoices that do not meet these requirements.

7.7 If it is agreed that Supplier shall furnish a bank guarantee, Buyer is not obliged to make payment before it receives such guarantee. The same applies if it is agreed that Supplier shall submit copies of insurance certificates or similar.

7.8 Buyer can make deductions from received invoices for advance payments, disputed or insufficiently documented amounts, or amounts owing to Buyer or other companies in Bergen Group ASA by Supplier.

7.9 Supplier shall, within 30 days of Buyer accepting performance of the service, send a final invoice that includes all Supplier’s outstanding claims in connection with the assignment. Supplier cannot later submit claims that have not been submitted by the stipulated deadline.

7.10 Failure to present documentation of mandatory tax payments entitles Buyer to withhold invoiced amounts until Supplier has either documented that such payments have been made or furnished adequate security for such payments. Supplier shall indemnify Buyer from and against any claim against Buyer that may arise as a result of Supplier’s failure to make mandatory tax payments.

7.11 For up to two years after receipt of the final invoice, Buyer is entitled to carry out audits of Supplier with respect to work performed on a reimbursable basis.

8. Delays

8.1 A delay is deemed to exist if Supplier does not perform the assignment in accordance with the deadlines stipulated in Clause 4.

8.2 If Supplier has reason to believe that the performance of the assignment will be delayed, it must immediately notify Buyer in writing. The notification must state the reason for the delay and the expected effect on the progress plan and include proposals for measures to limit the delay. If Supplier fails to provide such notification, it is, notwithstanding to the provisions in 8.4, liable for losses incurred by Buyer that could have been avoided had Supplier notified Buyer in a timely manner.

8.3 Supplier is obliged to limit any delay and the negative effects of such delay for its own account, unless the delay is due to circumstances for which Buyer is responsible.

8.4 Unless otherwise agreed, Supplier shall, in the event of a delay that is not due to force majeure or circumstances for which Buyer is responsible, pay liquidated damages for every calendar day that the delay lasts. The liquidated damages per day shall be whichever the higher is of: a) NOK 5,000 or b) 0.3% of the total compensation to be paid for the services, such, however, that the total amount of liquidated damages does not exceed 15% of the total amount of compensation to be paid for the services.

8.5 If the delay is due to faults or negligence on Supplier’s part or someone it is responsible for, Buyer can, instead of liquidated damages, claim compensation pursuant to the applicable legislation, for the total financial loss suffered as a consequence of the delay, without regard to the limitation stipulated in 8.4.
8.6 Buyer can cancel the agreement if the delay entitles it to the maximum liquidated damages or if it entails to material breach of contract, or if it is clear that such delay will occur.

9. Warranty and defects

9.1 Supplier guarantees that the assignment meets the agreed requirements, and that it contains no faults or defects of any kind. Furthermore, it also guarantees that all work performed by Supplier, including any construction work, is performed in a professional manner and is suitable for its intended purpose.

9.2 Buyer shall submit a written complaint within a reasonable period if a defect is discovered, no later, however, than 24 months after the service is completed. For repair work, a corresponding warranty deadline applies from the date on which the repair work is completed. The warranty period ceases to run for as long as repairs or other activities are being carried out that are necessary in order to ensure correct performance of the contract.

9.3 If Buyer submits a complaint, Supplier shall immediately rectify the defect for its own account. The rectification work may be postponed if Buyer has reasonable grounds for requesting such postponement.

9.4 If Supplier does not rectify the defect within a reasonable period, Buyer is entitled, either itself or using others, to carry out repairs for Supplier's account and risk. The same applies if waiting for Supplier to rectify the defect will entail significant inconvenience to Buyer. In such case, Supplier shall be notified before rectification work starts.

9.5 If Supplier does not rectify the defect within a reasonable period or does not rectify the defect in full, Buyer can demand a proportional price reduction.

9.6 Buyer may cancel the agreement if the defect entails material breach of contract.

9.7 Buyer may also claim compensation pursuant to the applicable legislation for losses suffered as a result of the defect. If the result of the service has defects of such a nature that it cannot be used for Buyer's intended purpose, Buyer can, instead of compensation, choose to claim liquidated damages as stipulated in 8.4 for the period that the result of the service cannot be used.

10. Force Majeure

10.1 Neither of the parties shall be deemed to be in breach of a contractual obligation if it is able to substantiate that fulfillment of the obligation has been prevented by force majeure.

10.2 Each of the parties shall cover its own costs as a result of the force majeure situation. Supplier is not entitled to compensation as long as completion of the assignment is prevented as a result of force majeure.

10.3 The party invoking force majeure shall notify the other party as soon as possible about the force majeure situation, including its cause and estimated duration.

11. Insurance

11.1 Supplier shall, for its own account, take out and maintain liability insurance adapted to Supplier's business and the nature of the assignment, and, at Buyer's request, it shall present an insurance certificate documenting that such insurance is in force.

12. Right to results
12.1 Unless otherwise agreed, Buyer will have exclusive title to the results of the service as the assignment is carried out. All reports, drawings, specifications and similar documents, and computer programs, which are produced in connection with the assignment, are part of the result of the assignment.

13. Confidentiality

13.1 All information exchanged between the parties shall be confidential and it shall not be disclosed to third parties without the other party's written consent.

13.2 Either party may nevertheless make such information available to third parties if the information was already known to that party at the time the information was received, or if it is or will become generally known in a manner other than an error committed by one of the parties, or if it is lawfully received from others without any confidentiality requirement being imposed.

13.3 The parties may also transfer the information to third parties to the extent that this is necessary for performance of the agreement, provided that a duty of confidentiality as stipulated under this Clause 13 is imposed on such other recipient of the information.

14. Patent Infringement

14.1 Supplier shall indemnify Buyer from and against any claim that is due to the performance or result of the service or the performance resulting in the infringement of a third party's patent rights or other intellectual property rights, except when this is a necessary consequence of Buyer’s instructions or specifications and Supplier did not know or should not have known that this was an infringement.

15. Assignment

15.1 Buyer may assign its rights and obligations under this agreement in whole or in part to another party. Supplier may not assign its rights and obligations pursuant to this agreement to a third party without Buyer’s written consent.

16. Choice of law and legal venue

16.1 These general terms and conditions and any agreement entered into on the basis of these terms and conditions are governed by and shall be interpreted in accordance with Norwegian law.

16.2 Unless otherwise agreed between the parties, any disputes that may arise in connection with the agreement that are not resolved amicably shall be settled by court proceedings. Any lawsuit shall be brought before Bergen District Court.