



1 - GENERAL PROVISIONS

1.1 Contract shall mean the separate contract document, these General conditions for procurement of Products and any appendices listed in the separate contract document.

Products shall mean all goods to be supplied by Contractor pursuant to the Contract.

Company Group means Company and Company's partners, their 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 Procurement is performed.

Contractor Group means Contractor, his 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 Procurement.

Affiliated Company means the parent company of one of the parties to the Contract, together with any company which, according to section 1-3 of the Norwegian Private Limited Companies Act (Aksjeloven) or the Norwegian Public Limited Companies Act (Allmennaksjeloven), shall be regarded as a subsidiary company of the parent company or a party to the Contract.

1.2 In the event of any conflict between the provisions of the Contract, the various contract documents shall be given priority in the following order:

- the separate contract document
- these General conditions for procurement of Products
- all appendices in the order they are listed in the separate contract document

1.3 Each party shall appoint a representative with authority to act on its behalf in all matters concerning the Contract. All notices, claims, etc. which the Contract requires to be presented in writing, shall be sent by letter, fax or confirmed electronic mail to the other party's appointed representative.

2 - GENERAL OBLIGATIONS OF CONTRACTOR

2.1 Contractor shall deliver the Products with that degree of skill, care, diligence and good judgement normally exercised by recognised professional firms performing work of the same or similar nature. The Products shall in all respects meet the specifications of the Contract, and shall in addition be of high quality, incorporating first class workmanship and shall be fit for its intended purpose.

2.2 Contractor shall deliver the Products in compliance with applicable laws and regulations. Contractor shall obtain and maintain all official permits necessary to supply the Products, and shall whenever requested by Company produce documentation showing that necessary permits have been obtained.

2.3 Without limiting the generality of Art. 2.2 and in recognition of the principles of (a) the Norwegian Penal Code (in particular paragraphs 276a, 276b and 276c), (b) the United States Foreign Corrupt Practices Act, (c) 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, whether in Norway or abroad (1) directly or indirectly, give or offer any improper advantage to anyone in connection with 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 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 agrees that any breach of this provision is a substantial breach of the Contract.

Contractor shall upon Company's request, give a written statement to Company confirming that he has complied with all requirements of Article 2.2, 2.3, 2.5 and 5.2.

Contractor shall immediately report to Company any act or omission which could possibly be seen as a breach of Article 2.2, 2.3, 2.5 and 5.2. 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 Article 2.2, 2.3, 2.5 and 5.2.

2.4 Contractor shall not subcontract any part of the work related to the deliverance of the Products without Company's written consent. Such consent shall not relieve Contractor of any of his obligations under the Contract.

2.5 Contractor shall have an implemented and documented quality system, hereunder 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 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. 2.2 and 2.3. Company is at any time entitled to carry out, and Contractor shall assist in carrying out, audits at Contractor's or any subcontractors' premises.

2.6 The parties shall adhere to the requirements for ethics and human rights which are described in the Contract.

2.7 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 Supply in co-operation with Company.

2.8 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.

2.9 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 deliver the Products.

2.10 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 of its own rules.

3 - PROGRESS

If Contractor should have cause to believe that he will be unable to deliver the Products 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. Contractor is liable for losses suffered by Company which could have been avoided if Contractor had given notice of the delay in due time.

4 - VARIATIONS AND CANCELLATION

4.1 Variations

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

4.2 Cancellation

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

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

5 - PAYMENT

5.1 Unless otherwise prescribed in the Contract invoices of the Contractor shall be submitted to the Company within 120 days after delivery of the equipment and/or services. Invoices that are issued a) after the invoice date foreseen in the Contract or if nothing is prescribed therein

b) after the period of 90 days and/or claims not included in an invoice cannot be submitted later by the Contractor.

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

5.3 All financial settlements, billings and reports rendered to Company shall reflect properly the facts 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.

5.4 The contract number and other agreed references shall be quoted on all invoices which shall also clearly indicate what the invoiced amount relates to. Company is entitled to return invoices that do not meet these requirements.

5.5 Company is entitled to deduct any prepayments and accrued liquidated damages against Contractor's invoices. Furthermore, any disputed or insufficiently documented amounts, as well as any amounts owed by Contractor to Company may be set-off against Contractor's invoices

5.6 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.

6 - BREACH OF CONTRACT

6.1 Delay

Delay exists when Contractor fails to comply with the time limits stated in the Contract, unless the delay is caused by Company.

If Contractor's Products has such defects that Company's intended purpose with the Products is substantially unsuccessful, this shall be considered as delay.

Contractor is liable for delay pursuant to Article 6.2.

6.2 Effects of delay



Unless otherwise agreed, liquidated damages shall accrue at a rate of 0.3% of the total contract price per day by which the delivery of Products or part thereof is delayed. Liquidated damages shall, however, not exceed 15% of the total contract price.

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

Company may terminate the Contract if the maximum of liquidated damages have incurred or the delay constitutes a substantial breach of Contract.

Breach of Article 2.3 shall always be considered a substantial breach.

6.3 Defects

Contractor is liable for any defect in the Products pursuant to Article 6.4. 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 delivery as complete.

6.4 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 for Contractor's risk and account, 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.

Company may terminate the Contract if a defect constitutes a substantial breach of Contract. In such event, Company is entitled to reject Contractor's offer to remedy the defect.

7 - FORCE MAJEURE

7.1 Force majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences.

7.2 A party shall not be considered in breach of the Contract to the extent it is proven that he was unable to fulfil his contractual obligations due to force majeure. Each party shall cover its own costs resulting from force majeure.

7.3 The party invoking force majeure shall notify the other party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

7.4 Each party is entitled to cancel the Contract if the force majeure situation continues, or it is obvious that it will continue, for more than 60 days.

8 - INDEMNIFICATION

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

- (a) personal injury to or loss of life of any employee of Contractor Group
- (b) loss of or damage to any property of Contractor Group, which may arise in connection with the delivery of Products.

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

Contractor shall, as far as practical, ensure that other entities in Contractor Group waive their right to make any claim against Company Group when such claims are covered by Contractor's obligation to indemnify pursuant to the provisions of this Article 8.1.

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

- (a) personal injury to or loss of life of any employee of Company Group,
- (b) loss of or damage to any property of Company Group, which may arise in connection with the delivery of Products. This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of Contractor Group.

8.3 A party shall promptly notify the other party if it receives a claim that the other party is obliged to indemnify. Whenever possible, the other party 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 party, approve of a claim which shall be indemnified, in whole or in part, by the other party.

8.4 Contractor shall indemnify Company if the performance or result of the Products constitutes an infringement of third party patent rights or other intellectual property rights, except when this is a consequence of Company's specifications and Contractor did not know or ought to have known that such an infringement would occur.

8.5 Contractor shall indemnify and hold Company harmless from all other costs and losses arising, directly or indirectly, as a consequence or related to the products, including but not limited to administration expenses, hereunder costs related to payments and reports to public authorities, capital costs, costs related to possible termination of the agreement together with costs for legal assistance in relation to said claims, regardless of whether or not the claims prove justified.

9 INSURANCE

9.1 Contractor shall at his own expense provide and maintain personnel insurance which shall cover losses connected to illness, personal injury or accidental death in Contractor Group to the extent required by applicable laws or by the provisions, if any, of the Contract.

Contractor shall procure and maintain at his own expense liability insurance adapted to Contractor's operations. Contractor shall ensure that any subcontractors have corresponding insurances.

9.2 Contractor shall ensure that the insurance company waives all rights of subrogation against Company Group. Furthermore, Contractor shall ensure that Company is notified at least 30 days before the insurance of Article 9.1 are to be changed, or if it is terminated or expires.

9.3 Whenever requested by Company, Contractor shall provide an insurance certificate documenting that the conditions of Article 9.1 are fulfilled.

10 - PROPRIETARY RIGHTS.

CONFIDENTIALITY

10.1 Proprietary rights

All commercial and technical information, including but not limited to reports, drawings, specifications and other documents as well as computer programs and models, that are prepared in connection with the delivery of Products, constitute part of the of the procurement.

10.2 Confidentiality

All information exchanged or otherwise transferred between the parties shall be treated as confidential and shall not be disclosed to any third parties without the written consent of the other party.

A party may nevertheless make such information available to third parties provided that the information was already known to that party at the time the information was received, or that the information is or becomes part of public domain other than through a fault of either of the parties, or is rightfully received from a third party without an obligation of confidentiality or it is necessary due to applicable laws and regulations. Without Company's written consent, Contractor shall not issue any press release or otherwise advertise that this Contract has been entered into.

11 - ASSIGNMENT OF THE CONTRACT

Company is entitled to assign his rights and obligations pursuant to the Contract, fully or partly, to any third party. Contractor may not assign his rights and obligations pursuant to the Contract without Company's written consent which shall not be unreasonably withheld.

12 - APPLICABLE LAW AND LEGAL VENUE

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

Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceedings shall be brought before Stavanger tingrett/District Court.



CODE OF CONDUCT FOR SUBCONTRACTORS AND SUPPLIERS

Bilfinger SE and its group companies (Bilfinger) are bound by the principles of ethical behaviour, integrity and compliance. Adherence to the Code of Conduct and the Compliance Guidelines of Bilfinger¹ as well as the principles of the United Nations Global Compact Initiative (Global Compact Initiative)² is mandatory for all Bilfinger employees.

Also from its subcontractors and suppliers, Bilfinger expects integrity and ethical, law-abiding behaviour in line with the Global Compact Initiative and the minimum standards set out below.

Counteracting Corruption

Subcontractors and suppliers actively and consistently counteract criminal or unethical influence on decisions taken by Bilfinger or other companies and institutions and fight corruptibility within their own companies.

Counteracting Bid Rigging

Subcontractors and suppliers do not participate in anti-competitive bid rigging and take action against illegal cartels.

Counteracting Illegal Employment

Subcontractors and suppliers comply with the applicable legal requirements and effectively eliminate illegal employment.

Respect for the Fundamental Rights of Employees

Subcontractors and suppliers respect the health, safety and personal rights of their employees and adhere to the principles of respect, fairness and non-discrimination. They employ and remunerate their employees on the basis of fair and compliant contracts. They maintain international minimum labour standards.

Respect for the Environment

Subcontractors and suppliers observe relevant legal environmental standards and minimise environmental pollution.

Bilfinger requests from its subcontractors and suppliers that they require their own subcontractors and suppliers also to comply with the principles of the Global Compact Initiative and the minimum standards of this Code of Conduct for Subcontractors and Suppliers (Flow Down).

Subcontractors and suppliers of Bilfinger are required to report their own violations of this Code of Conduct for Subcontractors and Suppliers, insofar as these affect their business relations with Bilfinger. They are also asked to report any knowledge of misconduct on the part of Bilfinger employees.

Bilfinger Compliance Communications

Anyone wishing to report compliance violations can do so using Bilfinger Compliance Communications. The system also allows misconduct to be reported anonymously.

Bilfinger Compliance Communications can be reached via:

Internet: www.bilfinger.com/compliance

Telephone: 00 800 – BILFINGER (00 800 – 2 45 34 64 37)

Subcontractors and suppliers are required to actively resolve any suspicious cases and to cooperate unconditionally with Bilfinger in this regard.

If there are reasonable grounds to believe that a subcontractor or supplier has violated this Code of Conduct for Subcontractors and Suppliers or if a subcontractor or supplier, when a suspicious case arises, fails to sufficiently meet his obligations to resolve the case and to cooperate, Bilfinger, on the basis of existing contractual or legal rights, can end all business relations with the subcontractor or supplier with immediate effect. In the event of a violation of this Code of Conduct for Subcontractors and Suppliers, Bilfinger retains the right to initiate further legal measures, particularly damage claims.

Bilfinger, from time to time, can appropriately update this Code of Conduct for Subcontractors and Suppliers and expects that its subcontractors and suppliers accept any such changes.

¹ <http://www.bilfinger.com>

² <http://www.unglobalcompact.org>.