

## Standard Terms and Conditions

January 2021

1. If not otherwise specified in the offer, this offer is subject to the Terms and Conditions set out herein and subject to availability of equipment and personnel at time of award of a mutually agreed contract incorporating provisions substantially similar to these Terms and Conditions. In absence of a separate mutually agreed contract, these Terms and Conditions shall apply.
2. The work shall be compensated on a reimbursable basis, if not otherwise specified in the offer. Norse Cutting agrees to perform the Services as a reasonable and prudent contractor providing good workmanship.

However, Client acknowledges that in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences and assumptions which are not infallible, and/or the inherent difficulty of performing the Services, no warranty is given concerning the performance of the Services, the effectiveness of the Services or any equipment used or materials provided, or the results of the Services, and Norse Cutting's sole liability and Client's sole remedy in any cause of action as a result of Norse Cutting's work performance or lack of work performance, regardless of sole or concurrent negligence or breach of contract on the part of Norse Cutting, shall be if Norse Cutting's work performance or lack of work performance is due to gross negligence and/or wilful misconduct of Norse Cutting, and such sole remedy is limited to one re-performance of such part of the Services at no cost to Client.

3. All prices shown are in the currency shown in the offer and are exclusive of VAT.
4. All rates for personnel and equipment commence and shall apply in full at the time Norse Cutting is ready to start mobilization activities or from the point in time Norse Cutting personnel and equipment are reserved/called off for the exclusive use to Client and terminate upon return to point of origin, irrespective of any period of standby time or condition of Force Majeure.
5. Client is responsible for all associated costs related to transportation (transport, craneage, docking, labor, accommodation, fees etc.) of equipment and personnel from point of origin to the worksite offshore or onshore and return to the same point of origin. Norse Cutting may arrange said transportation at cost plus 15% or at lump sum agreed upon.

Norse Cutting has assumed that equipment can be easily installed upon the barge/vessel/rig or other location; all costs incurred in installation, including but not limited to welding, testing, steel works, etc. shall be provided directly by Client or charged to Client at cost plus 15%. Norse Cutting shall have free and unhindered access to the worksite at any time and Client shall have carried out all preparations necessary to operate the equipment safely and efficiently (required cleanliness to operate the equipment, free and easy access to utility systems like air, power, water and all other preparations needed for safe and efficient operations shall have been completed by Client prior to commencement of Services). Further, Client shall provide telephone and fax lines and high-speed Internet access enabling high-speed transfer of any document related to the Services to be provided by Norse Cutting. All barge/vessels/rig services required for the operation are to be provided by the Client without any charge to Norse Cutting.

6. NC shall provide and maintain the following insurances;
  - Insurances for Norse Cutting's own personnel which shall cover losses connected with illness, personal injury or accidental death
  - Insurance for loss or damage to Norse Cutting's own equipment and materials.

All other insurances required for the performance of the work to be provided by Client, and Client agrees that for the risks and liabilities assumed by Client, all insurance policies of Client required by these Terms and Conditions or in any way relating to the Services, whether or not required by these Terms and Conditions, will name Norse Cutting, all of Norse Cutting's parent, subsidiary and affiliated companies, its co-owners, partners, joint ventures, and subcontractors (of any tier), and the officers, directors, employees, agents, consultants, and representatives of all of the foregoing, whether jointly, singly, or in any combination (hereafter referred to as "Norse Cutting Group") as additional insured, waive subrogation against Norse Cutting Group, and be primary as respects any other insurance providing coverage to any member of Norse Cutting Group, and will be endorsed to provide full coverage for Norse Cutting Group without regard or limitation as to whether liability is incurred "as owner" of the vessel and to delete any reduction of limits as respects Norse Cutting Group in the event of limitation of liability.

7. The equipment hire rates shown include costs for all maintenance consumables but exclude operational consumables, e.g. (fuel, lubricants, electricity, water etc.).
8. For equipment that is operated by other than Norse Cutting personnel or if the equipment has been under the control or possession of Client, redressing charges (including any charges for necessary refurbishment or overhaul) shall apply in the event of any damages to the equipment. For equipment that is intended to use on surface, redressing charges (including any charges for necessary refurbishment or overhaul) shall apply if the equipment is used subsea. In the event the equipment is lost or damaged beyond repair, as determined by Norse Cutting, it will be paid for by the Client at full replacement value, plus rental and utilization charges, calculated in accordance with clause 4 above.
9. Equipment is offered as it currently exists on an "as-is" basis; any requested modification or adjustment to equipment shall be at Client's cost.
10. For equipment sales Norse Cutting retain the right of ownership of the equipment until it is fully paid.
11. The rates and prices quoted are exclusive of the cost of the provision of any bonds or guarantees.

12. Any expenses for room and board required for Norse Cutting crew during mobilization/demobilization, operation or standby time shall be provided by Client or recharged by Norse Cutting at cost plus 15%.
13. Norse Cutting equipment shall not be off-hire for reasons beyond their control, e.g. barge/vessel/rig breakdowns, craneage delays, bad weather, Force Majeure, etc., or any other cause not resulting from failure of Norse Cutting to perform the Services properly. In addition, if there is a breakdown of a specific part of equipment not caused by reasons beyond Norse Cutting's control, such breakdown shall only cause the charge applicable for said part of equipment to cease and shall not result in any other part(s) of equipment forming part of the same spread being put off-hire. Breakdown of equipment shall not result in any reduction in payment for mobilized Norse Cutting personnel, and all such personnel shall be on-hire until demobilized in accordance with clause 4 above.
14. Personnel relief rotation is normally based upon a maximum of 14-day schedule, however Norse Cutting would discuss and agree a schedule with Client for the operation.
15. Should the Services extend beyond the initial term and exceeds a total of twelve months, Norse Cutting requires an annual escalation of all rates at the end of twelve months, based on the change in the relevant SSB index as published by the Statistisk Sentralbyrå over the previous 12 months.
16. Client shall be responsible for obtaining any and all permits, licenses and the like related to the work to be performed by Norse Cutting under the Contract.
17. At the end of each month or by the completion of the work, Norse Cutting shall submit to Client an invoice for the value of the services from the previous month. Within 30 days of receipt Client shall pay Norse Cutting the due amount. In the event of late payment Client shall pay interest on any overdue amount at the rate set out in forsinkelsesrenteloven.
18. Client agrees to keep all information obtained from Norse Cutting concerning the Services (including without limitation operating methods and processes) confidential, and Client shall not have the right of use, other than for the purpose of the possible contract with Norse Cutting for this project, whether directly or indirectly, of the information, confidential knowledge, operating methods or processes provided by NC including during the bidding phase. Client agrees to indemnify Norse Cutting for all claims, losses, costs, damages and expenses, including attorney's fees and other legal costs, incurred by Norse Cutting in relation to the non-fulfilment of the above stated obligations of Client.
19. This offer is subject to, and in the absence of a separate mutual agreement Client and Norse Cutting agree to, a property, personnel and consequential loss mutual release, hold harmless and defense and indemnity agreement between Norse Cutting and Client and their respective other contractors regardless of sole or concurrent negligence or other fault of any indemnitee, and Client agrees to indemnify Norse Cutting against all liability and costs whatsoever to third parties (including Client's other contractors) and including loading, unloading, ingress, and egress, regardless of sole or concurrent negligence or other fault of Norse Cutting. Client and Norse Cutting agree to support their indemnity obligations with liability insurance with minimum amounts not less than the lesser amount provided by the two parties.

Notwithstanding the aforementioned, Client shall, regardless of sole or concurrent negligence or other fault of Norse Cutting:

  - (i) Reimburse Norse Cutting for loss of or damage to such property, materials and/or equipment of Norse Cutting, which occurs while said property, materials and/or equipment are "in hole" and/or subsea and/or in Clients' possession or control, and
  - (ii) release, defend, indemnify and hold Norse Cutting harmless against, and assume responsibility for, all losses or claims or expenses relating to (a) any pollution or contamination, including the control and removal thereof, and including but not limited to any pollution that arises from uncontrolled flow of oil, gas or salt water from below the seafloor, (b) any loss or damage to a well or hole, (c) any injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss, or impairment, said substance had not been reduced to physical possession above the surface of the earth, (d) for any loss or damage to any formation, strata, or reservoir beneath the surface of the earth, and (e) any costs to control a well or re-drill a well.
20. Any inventions, technology, work product, patentable ideas or copyrightable materials conceived in whole or part by Norse Cutting during the term of the performance of Services shall be the property of Norse Cutting.
21. These Terms and Conditions, and any mutual agreement reached by the parties shall, except as otherwise expressly provided, be governed and construed in accordance with the Norwegian law. Disputes arising in connection with or as a result of the Services, 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, Norway.
22. This offer is valid for 90 days from its date.