

MAGSEIS FAIRFIELD AS

TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS

1. INTERPRETATION

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Oslo, Norway, are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with Clause 15.4.

Contract: the contract between Customer and Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Customer: Magseis Fairfield AS, a private limited liability company incorporated under the laws of Norway, with organisation number 994 547 852 and business address at Askekroken 11, 0277 Oslo, Norway – and/ or any of its affiliated companies, as relevant.

Delivery Date: the date(s) specified in the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Goods: the goods or products (or any part of them) set out in the Order.

Mandatory Policies: Customer's Code of Conduct, Anti-Corruption Standard and Personal Data Protection Manual, as notified to Supplier and amended from time to time.

Order: Customer's order for the Goods, as set out in Customer's purchase order form or in Customer's written acceptance of Supplier's quotation, or overleaf, as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by Customer and Supplier.

Supplier: the person or firm from whom Customer purchases the Goods.

1.2 Interpretation

- a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- c) a reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

- a) Supplier issuing a written acceptance of the Order/ Order confirmation; and
- b) Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.4 Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained

in any documents of Supplier that is inconsistent with these Conditions.

3. THE GOODS

3.1 Supplier shall ensure that the Goods shall:

- a) correspond with their description and any applicable Specification;
- b) be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier by Customer expressly or by implication, and in this respect Customer relies on Supplier's skill and judgement;
- c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery; and
- d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 Customer may inspect and test the Goods at any time before delivery. Supplier shall remain fully responsible for the Goods despite any such inspection or testing, and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Contract.

3.4 If following such inspection or testing Customer considers that the Goods do not conform or are unlikely to comply with Supplier's undertakings in Clause 3.1, Customer shall inform Supplier and Supplier shall at its own risk and expense immediately take such remedial action as is necessary to ensure compliance.

3.5 Customer may conduct further inspections and tests after Supplier has carried out its remedial actions.

3.6 Customer shall be entitled to require variations or changes to an Order, including with respect to the Order scope or the delivery schedule of the Goods, and shall inform Supplier in writing accordingly. The parties shall agree on the variations or changes before proceeding. Necessary adjustments to the Contract price shall be made as relevant.

4. DELIVERY

4.1 Supplier shall ensure that:

- a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- c) if Supplier requires Customer to return any packaging material to Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to Supplier at the cost of Supplier.

4.2 Supplier shall deliver the Goods:

- a) on the Delivery Date;
- b) at the Delivery Location; and
- c) during Customer's normal business hours, or as instructed by Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 If Supplier:

- a) delivers less than 95% of the quantity of Goods ordered, Customer may reject the Goods; or
- b) delivers more than 105% of the quantity of Goods ordered, Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at Supplier's risk and expense. If Supplier delivers more or less than the quantity of Goods ordered, and Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 Supplier shall not deliver the Goods in instalments without Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Customer to the remedies set out in Clause 5.

5. REMEDIES

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Customer may exercise any one or more of the following remedies:

- a) terminate the Contract;
- b) reject the Goods (in whole or in part) and return them to Supplier at Supplier's own risk and expense;
- c) require Supplier to repair or replace the rejected Goods at Supplier's own risk and expense, or to provide a full refund of the price of the rejected Goods (if paid);
- d) refuse to accept any subsequent delivery of the Goods which Supplier attempts to make;
- e) recover from Supplier any costs incurred by Customer in obtaining substitute goods from a third party; and
- f) claim damages for any other costs, loss or expenses incurred by Customer which are in any way attributable to Supplier's failure to carry out its obligations under the Contract.

5.2 If the Goods are not delivered on the Delivery Date Customer may, at its option, claim or deduct 10% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 60% of the total price of the Goods. If Customer exercises its rights under this Clause 5.2, it shall not be entitled to any of the remedies set out in Clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

5.3 These Conditions shall apply to any repaired or replacement Goods supplied by Supplier.

5.4 Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by any applicable law.

6. TITLE AND RISK

6.1 Title and risk in the Goods shall pass to Customer on completion of delivery.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Supplier's published price list in force as at the date the Contract came into existence.

7.2 The price of the Goods:

- a) excludes amounts in respect of any applicable value added tax (VAT), which Customer shall additionally be liable to pay to Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- b) includes the costs of packaging, insurance and carriage of the Goods.

7.3 No extra charges shall be effective unless agreed in writing with Customer.

7.4 Unless a different invoicing schedule is specified in the Order, Supplier may invoice Customer for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Customer's order number (if applicable), Supplier's VAT registration number and any supporting documents that Customer may reasonably require.

7.5 Customer shall pay correctly rendered invoices within thirty (30) days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by Supplier.

7.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the non-defaulting party shall have the right to charge to the defaulting party interest on the overdue amount at the rate of 3% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the

overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This Clause shall not apply to payments the defaulting party disputes in good faith.

7.7 Customer may at any time, without limiting any of its other rights or remedies, set off any liability of Supplier to Customer against any liability of Customer to Supplier.

7.8 The price of the Goods is fixed and shall not be subject to adjustment based on any index, currency fluctuations, cost changes or others.

8. CUSTOMER MATERIALS

8.1 Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by Customer to Supplier (Customer Materials) and all rights (including intellectual property rights) in Customer Materials are and shall remain the sole and exclusive property of Customer. Supplier shall keep Customer Materials in safe custody at its own risk, maintain them in good condition until returned to Customer and not dispose or use the same other than in accordance with Customer's written instructions or authorisation.

9. INDEMNITY

9.1 Supplier shall keep Customer indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by Customer as a result of or in connection with:

- a) any claim made against Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors;
- b) any claim made against Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and
- c) any claim made against Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Supplier, its employees, agents or subcontractors.

10. INSURANCE

10.1 During the term of the Contract and for a period of twelve (12) months thereafter, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. CONFIDENTIALITY

11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, designs, intellectual property, inventions, processes or initiatives which have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES, AUDIT

12.1 In performing its obligations under the Contract, Supplier shall:

- a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- b) comply with the Mandatory Policies.

- 12.2 Without prejudice to the generality of the foregoing, Supplier shall throughout the term of the Contract: (i) conduct its business in accordance with all laws, rules, legal measures and regulations which are or may be applicable to Supplier, (ii) maintain integrity and a high standard of ethics in all its business transactions, (iii) avoid any unlawful or unethical intervention in the political or other affairs of any country, and (iv) comply with any laws relating to anti-bribery and corruption, including without limitation the United States Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010.

In particular, Supplier shall not make or receive, directly or indirectly, any improper payments of money or anything of value to/ from any third party, including any government official, in connection with the Contract.

Supplier shall furthermore comply with any applicable legislation or Customer requirements with respect to the import, export, re-export, or transfer of Goods and related technical data including restrictions against sanctioned countries and denied parties. Upon placement of Customer's Order, Supplier agrees to provide, to the extent applicable, all required U.S. export and import classification information including but not limited to Harmonized Tariff Schedule (HTS) numbers, Export Control Classification Number (ECCN), and the country of origin information for compliance purposes. Supplier shall immediately notify Customer of any change to the export or import classification or country of origin information. Supplier shall also notify Customer in writing in advance of any change in manufacturing location during Supplier's performance.

- 12.3 Supplier shall ensure that any person or entity associated with Supplier who is performing services or providing goods in connection with the Contract shall comply with the standards set out in these Conditions. Supplier shall be responsible for the observance and performance by such persons or entities of the obligations contained in these Conditions, and shall be directly liable to Customer for any breach of any of these Conditions by such persons or entities.

- 12.4 Supplier shall notify Customer in writing promptly upon discovery of any violation of these Conditions and shall in particular promptly report to Customer any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the Contract.

- 12.5 Supplier shall maintain complete and accurate records in accordance with standard accounting practices for a period of at least six (6) years following the date of an Order confirmation. Supplier warrants that all invoices and other documentation relating to the Contract shall be accurate and complete and fully describe the transactions to which they relate.

- 12.6 Customer and/or its duly authorized agent shall have the right at any time, with reasonable advance notice, to audit Supplier's performance, facility(ies), records and accounts, and to take copies or extracts thereof, to verify that Supplier's performance is in compliance with the terms of the Contract. In the event any audit reveals an overcharge by Supplier, Supplier shall promptly refund any such overcharge plus interest at a commercially reasonable rate. Supplier shall cooperate with Customer in any such audit, and shall make available to Customer and/or its duly authorized agent all reasonably requested records.

- 12.7 Customer may immediately terminate the Contract for any breach of Clause 12 and, notwithstanding any other provision, shall have no obligation to provide further payment to Supplier for any Goods supplied after the date of the violation. Customer may further request that Supplier refund to Customer all compensation received under the Contract for Goods then not fully produced or delivered.

- 12.8 Supplier shall defend and indemnify Customer from and against all losses and expenses arising out of any violation of this Clause 12.

13. TERMINATION

- 13.1 Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving Supplier written notice, whereupon Supplier shall discontinue all work on the Contract. Customer shall pay Supplier direct and documented costs validly incurred for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated revenue, business or profits, or any consequential or indirect loss.

- 13.2 Without limiting its other rights or remedies, Customer may terminate the Contract with immediate effect by giving written notice to Supplier if:

- a) Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of being notified in writing to do so. For the avoidance of doubt, a breach of Clause 12 shall not be deemed capable of remedy;
- b) Customer has become entitled to be paid maximum liquidated damages in accordance with Clause 5.2;
- c) Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d) Supplier takes any step or action in connection with Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- e) Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- f) Supplier's financial position deteriorates to such an extent that in Customer's opinion Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.4 Clauses that expressly or by implication survive termination of the Contract (including without limitation Clause 9, Clause 11 and Clause 12) shall continue in full force and effect.

14. FORCE MAJEURE

14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an unforeseeable event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for more than thirty (30) days, the party not affected may terminate the Contract with immediate effect by giving written notice to the affected party.

15. GENERAL

15.1 Assignment and other dealings

- a) Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- b) Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Customer.

15.2 Subcontracting. Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Customer. If Customer consents to any subcontracting by Supplier, Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

15.3 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Customer.

15.5 Waiver. Except as set out in Clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed

deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.

15.7 Notices

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 15.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- c) This Clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

15.8 Third party rights. No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

15.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of Norway.

15.10 Dispute resolution. Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

Each party may seek provisional measures from any court of competent jurisdiction, including without limitation provisional injunctive relief, provided that the final resolution of the dispute is through the arbitral tribunal appointed in accordance with this Clause 15.10.

Any proceedings according to this Clause or any decision or award or correspondence following from such proceedings shall be subject to the same confidentiality obligations as agreed in Clause 11 of this Contract, and shall not be disclosed to any third party without the written consent of the other party, unless needed for a party to secure or execute any rights following from this Contract or the decision or award.