

1. General conditions

These general conditions apply for deliverier in which Bane NOR SF is the Customer.

The Supplier has accepted the following conditions upon entering into the Contract. The Supplier's own conditions from the tender, including any attached accompanying documents, order confirmation or invoices, do not apply, unless they do not conflict with these General conditions of contract for purchase of Services and are specifically accepted in writing by Bane NOR SF.

2. Supplier's general obligations and Delivery

The Delivery shall be performed in accordance with the Contract and shall be carried out rationally, efficiently and to a high technical standard.

If the Supplier understands or should understand that the Delivery will not be completed within agreed cost limitations or functional requirements, it has an obligation to notify the Customer without unreasonable delay. Losses which the Customer incurs as a result of failure to notify under this provision will be covered in full by the Supplier. The services shall be performed in accordance with applicable laws and regulations.

The Supplier shall only use personnel with necessary technical qualifications, and shall have an organisation that is suited to the Delivery. If the Contract designates key personnel at the Supplier, changing of such personnel may not occur without Customer's prior written consent. Approval may not be refused without a reasonable basis. Training of new personnel shall be at the expense of the Supplier.

The Supplier shall at its own expense see to immediate changing of personnel who act in a blameworthy manner or who are considered unsuited to perform services covered by the Contract. The Supplier shall cooperate with the Customer's other organisations and suppliers and carry out the Delivery so that it is suited to their work professionally and with respect to progress.

3. Ordering

Orders shall be in writing. The Customer's order shall be confirmed in writing without unreasonable delay.

4. Cancellation of order

Until written order confirmation has been received by the Customer, the Customer may cancel an order with no notice and no particular grounds without this having consequences for the Customer.

5. Changes

Within the bounds of what the Parties could reasonably expect when the Contract was entered into, the Customer may request qualitative or quantitative changes in the Service as well as changes in the progress plan.

Remuneration for changes shall be in accordance with the Contract's original unit prices and price level. The Parties shall negotiate separately regarding any adjustment of the prices as a result of changed conditions or ordering of deliveries for which there are no unit prices. The adjustment shall reflect the cost increase or savings which the change represents.

6. Cancellation

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The Customer may cancel the Service wholly or partially with immediate effect. Cancellation shall be notified in writing.

when cancelling as mentioned in this item, the Customer shall pay the amount the Supplier is owed for the part of the Service which has been performed,

as well as cover documented and necessary expenditures which have arisen as a direct consequence of the cancellation.

7. Quality Assurance

The Supplier shall have a satisfactory quality assurance system which is suited to the Service. Upon request, the Supplier shall document the system for the Customer.

The Customer shall be entitled to carry out an audit of the Supplier and any subcontractors. The Supplier undertakes to assist in the completion of such an audit.

If an audit uncovers non-conformities, the Supplier undertakes to take remedial measures without unreasonable delay. The Customer may establish a reasonable deadline for completion.

Failure to take remedial measures constitutes material breach.

The Customer undertakes to arrange for the Supplier to have access to relevant quality documents which are topical for performance of the Service.

8. Health, safety and environment

The Supplier shall meet all legally-imposed HSE requirements and the Customer's special HSE requirements, as advised by the Customer. The Supplier undertakes to inform personnel performing contract work about the Customer's HSE requirements and guidelines applicable at any time and to ensure that these are complied with.

9. Documentation and drawings

All necessary documentation, such as certificates, descriptions, drawings, instructions, etc. constitutes an integral part of the Service.

A lack of, or deficient, documentation triggers liability for defects for the Supplier.

10. Right of ownership

The Customer retains exclusive rights to the result of the Service, regardless of format, as well as its own documentation. The Customer shall have access to and a right to use the documentation the Supplier uses in connection with the Service, whether these are the property of the Supplier or a third party.

The Supplier warrants that it is entitled to use all input factors, including a third party's proprietary solutions, and that others' rights will not be infringed in the performance of the Contract. The Supplier is liable for consequences of any breach of a third party's rights.

11. Supplier's personnel competency

The Supplier is responsible for ensuring that personnel who perform contract work possess the official approvals, completed apprenticeship certificates, machinery operator certificates, certificates and the like necessary for the performance of the Service. The Customer is entitled upon request to verify such

information.

12. Work permit

The Supplier shall ensure that all personnel performing Contract work hold valid work permits.

13. Working hours

The Supplier undertakes to ensure that legally-prescribed requirements for working hours and overtime are complied with, as per local laws.

14. Time sheets

When the Service, or parts of the Service, is compensated according to actual time spent, personnel who perform contract work shall daily fill out time sheets.

If the time sheet is signed by a representative of the Customer, the signature is only a confirmation of time used in connection with the Contract and does not mean approval of an expense.

15. Travel expenses

The Supplier will cover its own expenses and time spent in connection with travel and meetings.

For business trips required by the Customer, travel time will be remunerated at half the regular hourly rate.

Expenses in connection with travel, accommodation and daily allowance for business trips required by the Customer will be reimbursed according to the Norwegian Government's Travel Allowance Scale.

16. Ethical norms

Acts contrary to laws, regulations, contract provisions and good business practice shall not occur. The Customer does not accept conditions that violate ethical norms that are widely endorsed in society, including harassment, discrimination or other behaviour that others may perceive as offensive, threatening or degrading.

17. Compliance with applicable laws and regulations

The Supplier shall comply with all applicable laws and regulations while conducting its business.

18. Impartiality

The Supplier must notify the Customer as soon as possible if any circumstances that may give rise to impartiality arise.

19. Gifts

The Supplier shall not offer, give or receive gifts, hospitality or remuneration of expenses that may give or be perceived to give an undue advantage in relation to a person's position, office or assignment.

20. Criminal organisations, corruption, money laundering and fraud

The Supplier shall establish necessary measures in order to ensure
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that the business's financial transactions are not utilised for money laundering.

The Customer may in any case terminate the Contract if the Supplier is convicted by an enforceable judgment for participation in a criminal organisation or for corruption, fraud or money laundering after entering into the agreement.

In addition, the right to terminate exists if the Supplier has been found guilty in an enforceable judgment of a criminal offence relating to professional conduct or of serious negligence concerning professional or ethical requirements in the industry in question after entering into the Contract.

The Customer may also terminate the Contract if it can be demonstrated as probable with a general preponderance of evidence that the Supplier is guilty of such offences.

21. Social responsibility

The Contract Work shall be carried out and all deliveries in relation to this shall be performed in accordance with requirements regarding fundamental human rights, work rights and the environment, as they emerge in the legislation at the production site(s) and the following conventions:

- Universal Declaration of Human Rights
- Article 32 of the UN Convention on the Rights of the Child
- ILO convention nos. 29, 87, 98, 100, 105, 111, 138 and 182.

The Supplier shall establish corresponding requirements to those set out in this provision that shall apply to its subcontractors. Where international conventions and national laws deal with the same subject matter, the highest standard shall apply.

The Supplier bears the burden of proof with regard to compliance with this provision.

If breach of this obligation the Supplier shall pay liquidated damages of 1 per mille Contract price, but not less than NOK 3 000 per weekday from the day that the breach occurred until the breach is corrected. This sanction is not limited by the Contract's limitations in responsibility. These liquidated damages can be claimed in addition to liquid damages for delay. Additional remedies for breach of contract can be enforced by the Customer, including the right to terminate the Contract.

22. Wages and working conditions

The following shall apply to Contract governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

In areas covered by the regulations relating to the general application of collective agreements, the Supplier shall ensure pay and working conditions that comply with the applicable regulations. In areas not covered by the regulations relating to the general application of collective agreements, the Supplier shall ensure pay and working conditions that comply with the current national collective agreement for the relevant industry.

In this context pay and working conditions are defined as the provisions relating to minimum working hours, pay, including overtime premiums, shift and rotation premiums, and inconvenience premiums, and the reimbursement of expenses due to travel, board and lodging, insofar as a collective agreement sets forth such provisions.

The Supplier is obliged make sure that employees in own and Subcontractor's organization, that directly contribute to enforce this

Contract, have wages and working conditions in accordance with this obligation. This applies to work performed in Norway.

The Customer and the one who he designates is entitled to supervise and control that the Supplier meets this obligation and shall have access to necessary documentation to supervise that the Contractor's wages and working conditions are fulfilled. Hereby the Supplier is obliged on request to give the Customer copy of contract of appointment for the employees who directly contribute to enforce this Contract, their paychecks and time sheets, the employer's bank statement and documentation on sufficient living conditions to the employees. The documentation shall be on personal level. In addition, the Customer can demand access to the locals that are used to accommodate the employees.

The Supplier shall carry out all necessary checks in relation to Subcontractors that directly contribute to enforce this Contract. The Supplier shall document the results of the controls and send the documentation to the Customer. On request by the Customer the Supplier shall enforce specific controls of the Subcontractors. That means that the Supplier also shall control and document that the working hours in total are in accordance with the legal limits where the Supplier's own employees and/or the Subcontractor's employees fulfill work at other projects, for other customers and/or other suppliers. Breach of the working time conditions are in this context to be considered as a breach of the Supplier's working hours.

The Supplier has the burden of proof that the Supplier meets this obligation. Gross or repeated violation of this obligation are to be considered as a significant breach of the Contract.

If the Supplier fails to send the documentation within 30 days after that the Customer has requested documentation or within other time limit the Supplier shall pay liquidated damages of NOK 3 000 for each weekday until sufficient documentation is received.

If the Supplier fails to meet this obligation, the Customer shall be entitled to retain part of the contract price, corresponding to approximately two (2) times the savings of the Supplier, until it has been documented that compliance has been achieved.

These sanctions are not limited by the Contractor's limitations in responsibility. Additional remedies for breach of contract can be enforced by the Customer, including the right to terminate the Contract.

23. Self-reporting of pay and working conditions

The following shall apply to Contract governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

The Supplier shall submit a completed form for self-reporting of wage and working conditions. This form must also be submitted for all Subcontractors. This applies to work performed in Norway.

24. Payments to bank

Salaries and other payments to own employees, Subcontractors, Subcontractors' employees and hired employees shall be paid to bank accounts.

25. External environment

The Consultant, including any subcontractors, shall carry out the contract work in accordance with the Norwegian requirements for systematic internal Health, Safety and Environment (HSE) control and in accordance with recognised principles of environmental management.

Prior to commencement of the contract work, the Consultant shall carry out a risk assessment regarding the environment for its own workers. The Consultant shall keep an ongoing overview of the status of all identified risks to its own workers.

The Consultant shall draw up a plan for the external environment that shall include all risks identified by the Customer and in the Agreement. The plan can be prepared as a separate plan. The Consultant's plan for the external environment shall be delivered to the Customer within 4 weeks of entering into the contract. The Customer has the right to demand a postponement of the start-up of the contract work until the plan for the external environment has been received and approved by the Customer.

26. Transfer of contractual obligations to subcontracting chains

The supplier is obliged to continue all requirements in clause 16 – 26 in its agreements with subcontractors/employment/hire companies/sole traders that directly help to fulfill work under this agreement.

27. Breach of contractual obligations – consequences on future competitions

Any violation of the supplier's obligations pursuant to clause 16-27 will be noted and may be of significance in future procurements.

28. Requirements for equipment and materials

The Supplier is responsible for personnel who perform contract work at any time having and using required personal protective and safety equipment, as well as equipment which prevents unintended discharges to the air, ground and water. The Supplier shall obtain all necessary equipment and materials for performance of the Service.

29. Access to installations and facilities

The Supplier and the Supplier's personnel will only have access to the portion of the Customer's area which is necessary for the performance of the Service.

30. Payment terms

The Supplier's invoices shall be specified and documented so that they can be checked by the Customer. Expenditures and expenses shall be itemised.

Invoices shall indicate procure number and as a minimum indicate cost centre, project number and contract number.

The Supplier may request payment periodically as the Delivery is performed, but no more often than once a month. Such payment is not approval of the basis for the invoice.

The Supplier shall submit invoices, credit notes and reminders in accordance with the Electronic Trading Format (EHF).

The Supplier shall be responsible for paying any costs it incurs in respect of submitting electronic invoices.

Payment shall be made within 30 days after a correct invoice has been received.

Payment of an invoice is not synonymous with acceptance of invoice basis. The Customer may withhold as much of the payment that it has sufficient security for in order to cover a specified and justified

claim.

31. Breach of contract Delay

If the Supplier's performance of the Delivery has such defects that the Customer's purpose for the Delivery fails to a material extent, the Customer may choose to equate this with delay.

In the event of delay, the Customer may demand completion. This will not apply if a hindrance exists that the Supplier cannot overcome, or to the extent completion will result in such great inconvenience or expense for the Supplier that it is substantially disproportionate to the Customer's interest in the Supplier completing.

Damages may not be claimed if the delay is due to conditions beyond the Supplier's control and which it could not reasonably be expected to have taken into account.

The Supplier is obliged to inform the Customer immediately in writing if there is reason to suppose that agreed deadlines cannot be met. The notification shall state the reason for the delay and the likely time overrun.

32. Defects

The Customer may require that the Supplier remedy defects at its own expense and risk if this can occur without causing the Supplier unreasonable expense or inconvenience. The Supplier may claim the right to undertake such remediation when the Customer does not have any particular basis to oppose this.

The remediation shall be undertaken within a reasonable deadline set by the Customer. If remediation is not undertaken within the deadline, the Customer may demand that the Supplier pay the necessary expenses for remediation performed by others. If the defect is not remedied, the Customer may demand a price reduction.

The price reduction will be set at the amount it would cost the Customer to have the defect corrected. If the costs will be unreasonable in relation to the significance of the defect for the Customer, the price reduction shall correspond to the significance of the defect.

The Customer may demand compensation for the loss it suffers as a result of a defect in the Delivery. This will not apply, however, so long as the Supplier establishes that the defect is due to a hindrance beyond its control which it could not reasonably be expected to have taken into account at the time of the agreement or avoided or overcome the consequences of.

33. Rescission

In the event of material breach of the contractual obligations, the contract may be rescinded. Before rescission occurs, a reasonable deadline for remedying the condition shall be provided.

In the event of rescission, the Supplier is entitled to remuneration for that part of the Delivery that has been performed in accordance with the Contract.

34. Complaints

The Customer may within a reasonable time complain of defects which it becomes aware of during the performance of the Delivery. If it does not do that, it will lose the right to complain of the defect.

After the Delivery has been concluded, the Customer may only
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complain of a defect that is complained of within a reasonable time after it has discovered or should have discovered it. A complaint may not be submitted later than 5 years after the Delivery has been concluded. The Delivery will be regarded as concluded at the time that has been specified in the delivery plan. If such a time has not been specified, the task will be regarded as concluded when the services that the Delivery includes have been finally performed.

The Supplier may not claim late notice if the defect is due to intentional or grossly negligent conduct by the Supplier, Subcontractors or others for whom the Supplier is responsible.

35. Insurance

The Supplier undertakes to obtain and maintain insurance for the instances of damage and liability which may arise during fulfilment of the Contract.

The Customer may require submission of documentation of insurance coverage and scope of the insurance. When such documentation is demanded, the Customer is not obliged to pay an invoice until it has received relevant documentation.

36. Transfer of rights and obligations

The Supplier may not transfer the Contract, or a part of or interest in it, without the Customer's written consent. Such consent shall not be withheld without good cause.

37. Confidentiality

The Supplier and the Supplier's personnel are obliged to treat all information about the Customer and the Service as confidential, including after the agreement relationship has ceased.

A breach of this provision will be regarded as a material breach of contract.

38. Dispute resolution

Attempts should be made to resolve disputes between the parties amicably.

Disputes which are not settled amicably shall be dealt with under Norwegian law. Oslo District Court is the legal venue.

39. Evaluation

Upon completion of this Contract, an evaluation of the entire execution of the Supplier's work during the contract term will be performed by the Customer. The supplier shall contribute to the implementation of the evaluation.