

GENERAL TERMS AND CONDITIONS OF PURCHASING OF DNV GL SE FOR THE PERFORMANCE OF WORKS AND SERVICES RELATED TO INFORMATION TECHNOLOGY (“TERMS AND CONDITIONS OF PURCHASING”)

A. Scope of Application

1. The below Terms and Conditions of Purchasing apply to any and all contracts for works and services related to information technology (hereinafter referred to as “IT Contract” or “IT Contracts”) between DNV GL as the recipient of the performance and the party carrying out the performance in each case (hereinafter referred to as the “Service Provider”).
2. Deviating terms and conditions of the Service Provider shall not become binding for the IT Contract under any circumstances.

B. Remuneration

1. DNV GL shall owe the agreed remuneration to the Service Provider. It shall be due and payable within a period of 30 (thirty) days upon receipt of an invoice issued in compliance with legal requirements. In the event of an agreement regarding performance of works (“Werkvertrag”), the Service Provider shall issue the final invoice immediately after the final acceptance by DNV GL. At this time he shall deduct from the total amount any partial (Section 632 a BGB (German Civil Code)) and advance payments made by DNV GL.
2. Any and all work and services owed by the Service Provider, including any required consultation during the preparation of the technical specifications or the initial instructions after installation of a software program, shall be deemed compensated by payment of the remuneration.
3. Moreover, the IT Contract determines the basis (daily, hourly rates and similar factors) for any remuneration to be agreed by the Parties in individual cases, taking into account Clause C (Change Request), for services which the Service Provider performs additionally to the scope of work or services owed pursuant to the service specifications (hereinafter referred to as the “Additional Services”).

C. Change Request

1. Until the work or services owed by the Service Provider have been entirely completed, DNV GL is entitled to submit change requests regarding the work or services to the Service Provider (each a “Change Request”). The Service Provider shall be obliged to agree to Change Requests of DNV GL unless the execution of such changes seems unreasonable in light of the Service Provider’s resources and service capability.
2. A Change Request will be in writing and must contain sufficient information to enable the Service Provider to reasonably evaluate the Change Request, amongst others (but not limited to): necessity for the Change Request, requirement, expected impact on project scope, quality, time, costs and continuity. Each Party shall bear its own costs incurred connected with the Change Request.
3. In case the Service Provider raises a Change Request after having reasonably considered that it is unable to perform a requirement within the agreed scope, quality, timelines, milestones and budget of the IT Contract, the Service Provider shall submit a Change Request without undue delay not later than 7 days after receiving the requirement. The Service Provider shall submit a quotation together with the Change Request, which contains in parti-

cular the required additional or reduced efforts and expenses and shall propose amended scope, quality, timelines, milestones and/or budgets.

4. The Service Provider shall disclose its calculation to DNV GL upon request. The Service Provider shall prepare a change offer which DNV GL may accept or decline. Any calculation of efforts, expenses and budget shall be made in accordance with the calculation principles laid out in Clause B (3).
5. Change Requests resulting in a decreased scope or quality of Deliverables shall reduce the price agreed between the Parties accordingly. If the change can be carried out by the Service Provider using the resources it has already deployed, there should be no impact on the price of the Change Request other than in the aforementioned case; if the change has an impact on the agreed price or delivery date, the Service Provider shall inform DNV GL in writing without undue delay.
6. A Change Request will become binding after DNV GL’s acceptance of the Change Request quotation by submitting an SAP purchase order with reference to the Change Request quotation.
7. The Service Provider shall continue to perform its duties under the IT Contract during the Change Request procedure, unless explicitly instructed otherwise by DNV GL. The Service Provider shall inform DNV GL in writing without undue delay, if any work to be performed by the Service Provider prior to the end of this Change Request procedure would be rendered useless if the Change Request is observed.

D. Employment Status and Management of the Service Provider Personnel, Service Provider’s Own Personnel, Subcontractor

1. Service Provider Personnel (and any other employees or consultants of Service Provider who are employed or engaged either partially or wholly in the provision of the works and services) assigned to DNV GL shall at all times be deemed to be and remain employees or consultants of Service Provider and shall not be required to enter into an employment agreement with DNV GL. Service Provider Personnel shall not be subject to any right of instruction and direction of DNV GL who has no authority to issue instructions to Service Provider Personnel. Service Provider Personnel is not be integrated into DNV GL’s operations or business. Nothing in the IT Contract shall be construed or have effect as construing any relationship of employer and employee between DNV GL and any of the Service Provider Personnel or any other employee or consultant of Service Provider.
2. The IT Contract constitutes a contract for the provision of works and services and accordingly Service Provider will be fully responsible for the payment of all remuneration payable to and any benefits provided for the Service Provider Personnel (and any other employees or consultants of Service Provider) under their contracts of employment or consultancy agreements with Service Provider including any income tax, national insurance and any other form of taxation or social security cost in respect of their remuneration or benefits (no matter in which jurisdiction this is payable or due). Service Provider will indemnify and keep indemnified DNV GL for and in respect of any income tax, value added tax and national insurance and social security contributions and any other liability, loss, dama-

ge, cost, expense, deduction, contribution, assessment or claim DNV GL suffers or incurs as a result of any claims against DNV GL for such sums and other claims arising out of any of the Service Provider Personnel or any other employee or consultant of Service Provider being found to be employees or consultants of DNV GL whether as a result of any transfer of undertaking, custom and practice, process of law or otherwise (which indemnity shall include any costs or liability incurred by DNV GL in terminating the employment or consultancy of any such person).

3. Own personnel, agents, representatives and subcontractors (hereinafter referred to as “Personnel”) assigned by the Service Provider to the performance of the works and services must be suitably experienced and competent to perform the tasks coming within their respective responsibilities. The Service Provider will recommend Personnel by submitting a significant skill profile, which has to be agreed upon by DNV GL.
4. DNV GL shall have the right to request exchange of Personnel by Service Provider at any time.
5. Any exchange of Personnel has to be agreed on by DNV GL by prior written notice, otherwise, DNV GL has the right to immediately terminate the respective IT Contract. In case of an agreed replacement of Personnel the replacing Personnel shall have at least the same skill level as the replaced Personnel, and the replacement shall not result in any extra costs or additional obligations for DNV GL.
6. Subcontracting shall require the prior written consent by DNV GL which DNV GL may not unreasonably deny or delay.

E. Miscellaneous Obligations of the Parties

1. DNV GL will cooperate in decision making and will provide access to rooms, devices, systems, technology, infrastructure, data, documentation, information, etc. to the extent it is required to fulfil the services and works. Further obligations of DNV GL will be described exhaustively in the IT Contract.
2. Unless otherwise indicated in the IT Contract, all notices to the Parties under the IT Contract shall be in writing and shall be given by personal delivery, facsimile or by registered mail, postage prepaid, to the addresses and numbers of contact persons to be named by each of the Parties or at such other address or facsimile number as DNV GL or the Service Provider shall from time to time designate in writing to the other.
3. The Service Provider has the right to work for third parties provided that his obligations under the IT Contract are not prejudiced. The prior consent of DNV GL is not required for this unless the Service Provider wants to work for a competitor of DNV GL at the same time.

F. Default

1. If the Service Provider is in default of handover of partial/work results, DNV GL may request lump-sum penalty in the amount of 0.5% of the agreed remuneration for each and every week or part thereof; however, the penalty shall be limited in the aggregate to 5% of the total remuneration.
2. The above provision is without prejudice for the assertion by DNV GL of more extensive damage compensation claims based on default.

GENERAL TERMS AND CONDITIONS OF PURCHASING OF DNV GL FOR THE PERFORMANCE OF WORKS AND SERVICES RELATED TO INFORMATION TECHNOLOGY

("Terms and Conditions of Purchasing")

3. The Service Provider is obliged to inform DNV GL without undue delay in writing about any circumstances that may cause delay.

G. Test and Acceptance

1. If tests and acceptance are agreed upon between the Parties in the IT Contract or if an IT Contract is regarded as a contract for work and labor ("Werkvertrag"), the test and acceptance procedure defined under this Clause G apply.

2. Tests

Tests (each a "Test") shall follow the predefined test and acceptance plan agreed in the applicable IT Contract. The Service Provider shall - within its scope of works - be obliged to put DNV GL into the position of being able to determine the acceptability of the works and services. The Service Provider shall also support DNV GL, to the stipulated extent, in the execution of Tests.

- a. For Tests agreed on by the Parties under IT Contracts the following specification of Test types shall apply:

Function tests (the "Function Test"): objective of the Function Test is to test the correct behaviour of a specific function or set of functions against the defined functional requirements of the project (including also the correct behaviour in case of incorrect input); Function Tests are performed in the responsibility of the Service Provider during implementation phase with support of DNV GL where required;

Module tests (the "Module Test"): objective of the Module Test is to test the correct behaviour and interaction of the complete set of functions of a specific system module against the defined functional requirements of the project (including also the correct behaviour in case of incorrect input); Module Tests are performed in the responsibility of the Service Provider during implementation phase with support of DNV GL where required;

Integration tests (the "Integration Test"): objective of the Integration Test is to test the correct behaviour and interaction of overall business process transactions from their start to their end in a specific set of modules or a specific system against the defined functional and process requirements of the project (including also the correct behaviour in case of incorrect input); Integration Test plans and test scenarios are prepared by the Service Provider. DNV GL will support in delivering test data. The Test will commonly be performed by DNV GL and the Service Provider.

User acceptance tests (the "User Acceptance Test" or "UAT"): objective of the User Acceptance Test is to let the end users of the system test the overall correct behaviour and interaction of parts or a complete set of business process transactions from their start to their end against the defined functional and process requirements of the project (including also the correct behaviour in case of incorrect input); test plans and test scenarios are prepared by the Service Provider with support of DNV GL where required. UAT will be performed and documented by qualified subject matter experts of DNV GL with support of the Service Provider where re-

quired, and reported by both Parties jointly; the signed documentation of the correct execution of all test cases of the UAT will be an obligatory basis for the decision to go-live;

Regression test (the "Regression Test"): objective of the Regression Test is to verify the new solution has no negative impact on the remaining functionality of the DNV GL IT landscape (interfaces and system functionality), like existing process support or functionalities for other business segments. Test scripts, scenarios and data for the Regression Tests are prepared, performed and documented in the responsibility of DNV GL and will be planned and coordinated by the Service Provider.

- b. The Service Provider provides the relevant test plans (the "Test Plan") which are the basis for managing the test cycles properly. The Service Provider provides the functional test catalogue (the "Test Catalogue") which includes the total of all functions and function variants of the solution. The Service Provider provides the test scenarios (the "Test Scenario") which combines a number of function variants from the Test Catalogue to a meaningful business process. DNV GL will approve the completeness and correctness of the Test Scenarios.

- c. The Tests to be performed for the specific service, will be defined in the IT Contract. Additional Tests (e.g. Migration Tests) may also be defined in the IT Contract.

- d. Defects in the works and services shall be classified as follows:

Class 1 ("Critical Defects"): The defect has critical negative global or local impacts upon the use, functionality, operation, maintainability and/or further development of the works or services or leads to a degraded performance.

Class 2 ("Medium Defects"): The defect has negative global or local impacts upon the use, functionality, operation, maintainability and/or further development of the works or services, or leads to a degraded performance.

Class 3 ("Small Defects"): The defect has no or only an insignificant impact upon the use, functionality, operation, maintainability and/or further development of the works or services and can easily be repaired.

- e. If it becomes evident, due to a Test, that the tested Services or parts thereof still have defects or deficiencies, the Service Provider shall be obligated to remedy these defects within a reasonable period of time ("angemessene Frist") at its own costs. The Test shall only be repeated completely in case of Class 1 or Class 2 defects after the remedy of these defects, unless the Parties agree on a limited test scenario. If the repeated Test shows that the defects are not remedied, DNV GL shall be entitled to damage compensation ("Schadensersatz") and to withdraw ("Rücktritt") from the IT Contract. In case of Class 3 defects no further Test shall be necessary and it shall be proceeded to the go-live stage immediately.
- f. The Service Provider's obligation to remedy defects and repeat the Test shall not affect any other rights of DNV GL under the IT Contract or the applicable statutory provisions.

3. Go-Live

After successful completion of the Tests, the Service Provider shall immediately notify DNV GL hereof in writing ("Ready for Go-live"; including a list of open issues, known defects and deficiencies). DNV GL will approve the test results and will give the release for go-live to the Service Provider and will integrate the Deliverables into the production system, the go-live shall take place in. DNV GL is allowed to accept or refuse the integration and go-live of the Deliverables or to schedule it to a specific go-live date if necessary (i.e. high business risk or too many critical defects) without undue delay.

With the start of the productive operation the Service Provider will inform DNV GL about the successful production start ("Go-live Accomplished") and at that point of time a minimum 2 weeks stabilization phase (the "Stabilization Phase") shall begin within which the Deliverables will be observed in practice under mass data conditions in real-time operation.

4. Acceptance

Prior to expiration of this Stabilization Phase an acceptance test in the productive system shall take place. DNV GL may refuse acceptance, if at the end of the agreed acceptance test there are class 1 defects as defined in this Clause G. above or more than two class 2 defects or more than 10 class 3 defects.

Parties agree explicitly on a formal final acceptance to be declared in writing. Any acceptance will be declared with an acceptance certificate ("Acceptance Form" or "AC") which may include (but is not limited to) a list of open issues ("Open Issues List" or "OIL") to be solved.

H. Liability

1. The parties are liable according to the legal provisions unless otherwise agreed.
2. In case of claims raised against DNV GL by third parties based on a breach of applicable statutory safety regulations or any product liability rules by the Service Provider, DNV GL is entitled to request compensation for the respective damage caused.
3. The Service Provider shall take out a liability insurance policy to secure any compensation claims by DNV GL arising from or in relation to the IT Contract concluded with the Service Provider; as a minimum, the cover sum of the policy shall either be EUR 1.000.000,- or shall be equivalent to the compensation for each event of damage or loss agreed in the IT Contract, whichever is the higher amount. The liability insurance must be sustained until the termination of the IT Contract. Upon request, the insurance policy shall be presented to DNV GL immediately.

I. Rights of Use

1. Standard Software

Regarding the Service Provider's off-the-shelf-software or standardized works including Documentation which is not designated to be used solely by DNV GL, but also by other customers of the Service Provider (hereinafter referred to as "Standard Software") the following shall apply:

GENERAL TERMS AND CONDITIONS OF PURCHASING OF DNV GL FOR THE PERFORMANCE OF WORKS AND SERVICES RELATED TO INFORMATION TECHNOLOGY

("Terms and Conditions of Purchasing")

Upon delivery, the Service Provider grants DNV GL a non-exclusive, worldwide, timely-limited, usage right to the Standard Software, transferable between DNV GL and its affiliates and as well as to the corresponding documentation for internal use and for the performance of outsourcing services.

These usage rights are granted CPU-independent and client-independent. CPU-independent usage means that the usage rights are granted independently of the number and capacity of the hardware units used to run the software, specifically, independent of the number and capacity of the processors physically incorporated in or logically allocated to this hardware. Client-independent means that the usage rights are granted independently of the third parties for which the application is run.

In addition, further usage rights - by type and scope - may result from an IT Contract.

2. Non-standard work results

The Service Provider shall grant to DNV GL rights of use for individually copyright protected material whether tangible or intangible pertaining to or arising from work under an IT Contract including works or services (jointly "Work Results") as follows:

With respect to the Service Provider's exclusive usage and exploitation rights regarding any pictures, manuscripts, algorithms, photos, negatives, software, software components, methods, databases, film material, information leaflets, advertising and marketing material, source-codes, processes and any other individually for DNV GL developed Work Results DNV GL shall have the irrevocable and exclusive usage and exploitation rights to the widest extent possible. Therefore, the Service Provider hereby grants to DNV GL his exclusive usage and exploitation rights regarding the Work Results or any parts thereof without any restriction with respect to duration, territory or content, including the rights in the original and the unrestricted right to change and alter the Work Results or any parts thereof without consent, as well as the right to reproduce and transfer the Work Results or any parts thereof and any other form of exploitation of the right of use. This grant of the rights therefore covers all known rights of use and exploitation for all known and unknown types of use.

The Service Provider shall provide DNV GL with all written or electronic documents (including source codes and object codes of software at all stages of development) regarding the Work Results.

The Service Provider may execute his right to withdrawal for non execution in the sense of Sec. 41 German Copyright Act (UrhG) only after five (5) years from granting or transfer of the right to use.

DNV GL may without consent of the Service Provider also execute all rights granted jointly with a third party or transfer them wholly or partly to a third party or grant according rights to use. DNV GL is permitted to make the software itself or by a third party subject of an open source licence and publish it. DNV GL may especially use the work results without consent in the group that DNV GL is affiliated with.

Secs. 32a-32c German Copyright Act (UrhG) shall apply regardless of the stipulations set out in these General Terms and Conditions. The remuneration

agreed in the applicable IT Contract includes recoveries from sales and/or licensing to third parties with respect to the work result.

Any work results of the Service Provider based on the drawings, specification, data and/or other materials shall be owned by DNV GL and/or its affiliated companies. Usage rights and exploitation rights shall exclusively correspond to DNV GL and/or its affiliated companies. DNV GL and/or its affiliated companies shall be entitled to apply for intellectual property rights world-wide including applications thereof. The Service Provider does not have the right to sell and/or market any products developed for DNV GL and/or its affiliated companies without DNV GL and/or its affiliated companies' prior written consent.

J. Source Code

If and to the extent the Service Provider is entrusted with the development of software, the Service Provider is obligated to surrender the source codes for the software in the higher programming language specified in the technical specifications (if applicable) in addition to the executable software, including user documentation. The source code shall be interpreted to mean not only the programming code itself, but the descriptive and explanatory documentation to the source code as well; as a minimum, the documentation shall be of a scope that permits the understanding of the structure and mode of operation of the program after a reasonable period of study.

K. Know-How Transfer

If the Service Provider performs works and/or services for DNV GL, he is obligated to ensure that a know-how and documentation transfer including but not limited to delivery of customising and programming documentation will secure for DNV GL the capability of independently utilising and maintaining these works or services in the scope and for the purposes agreed in the IT Contract. Any special requirements for the know-how transfer in individual cases will, to the extent necessary, be included in the service specifications.

L. Open Source Software

The Service Provider shall not use open source software without the prior written consent of DNV GL. The use of open source software that is licensed under the GNU General Public License (GPL) 3 shall be excluded. The Service Provider shall be obliged to inform DNV GL in advance of (i) the specific open source software (ii) the applicable licensing terms, (iii) the implications for the contractual performance and (iv) the obligations ensuing from its use. The Service Provider shall be fully responsible to enable DNV GL to comply with all obligations ensuing from the usage of open source software.

M. Secrecy Obligation

1. Each Party undertakes to maintain confidentiality for a term of 10 years following the termination or expiration of the IT Contract with respect to any and all information and operating or business secrets of the other party which become accessible to them in the course of the execution of the IT Contract.

2. The confidentiality obligation does not apply to confidential information that was

- known to the receiving party before it was first communicated by the disclosing party
- known to the public before it was first communicated by the disclosing party or it became known to the public without an infringement of a confidentiality obligation of the receiving or a third party
- reported to the receiving party by a third party without obligation to confidentiality.

3. No obligation to confidentiality exists furthermore for information that is required to be disclosed pursuant to applicable law or a court order.

4. The Parties commit also to use the confidential information for the purpose of the IT Contract only.

5. The Service Provider shall conclude appropriate agreements with his employees, representatives and other persons who come into contact with confidential information from DNV GL in the course of execution of the IT Contracts as intended to ensure that such persons also comply with the secrecy obligations.

6. The Service Provider shall safeguard business and operating documents received from DNV GL in such a manner that third parties are unable to view them. The above provision also applies to other documents related to the affairs of DNV GL. The Service Provider shall return or destroy confidential information of DNV GL upon the expiration of the contractual relationship. On request of the disclosing party the documents delivered by this party have to be returned or destroyed except the receiving party has a justified interest in the document.

7. In the event of a wilful or negligent violation of this sec. M. the Service Provider shall pay DNV GL a contractual penalty to be determined by DNV GL according to equitable discretion. This penalty sum may be reduced to an adequate amount by the responsible court. In this respect, the applicability of sec. 348 HGB shall be excluded. DNV GL's further contractual or statutory rights, including the right to claim damages, shall remain unaffected, and the penalties shall not be offset against other claims by DNV GL (if any).

8. Press releases and information referring to the other party require prior written consent. N. Order-data Processing If the Service Provider performs works or services for DNV GL being a matter of order-data processing ("Auftragsdatenverarbeitung") according to § 11 BDSG ("Bundesdatenschutzgesetz") such works or services are permitted only provided that the Parties have concluded in advance a separate "Agreement on Data Protection and Data Security in contract work performed under § 11 of the German Federal Protection Act (BDSG)" ("Vereinbarung zum Datenschutz und zur Datensicherheit in Auftragsverhältnissen nach § 11 BDSG"). Such separate agreement will be attached to the IT Contract as an integral part of the IT Contract.

O. Escalation Procedure, Jurisdiction

1. In case of disagreements with regard to the Parties' rights and obligations under or in connection with the IT Contract, the Parties shall follow the escalation process described in this Clause O.
2. The project manager of the respectively other Party shall first be advised in writing of the differing positions regarding the rights and obligations of the

GENERAL TERMS AND CONDITIONS OF PURCHASING OF DNV GL FOR THE PERFORMANCE OF WORKS AND SERVICES RELATED TO INFORMATION TECHNOLOGY ("Terms and Conditions of Purchasing")

Parties. Then, the Project Managers of both Parties shall take the required measures for clarification and, as needed, for bringing about a solution economically acceptable for the Parties.

3. If no agreement is reached between the project managers within 10 calendar days the contact persons mentioned in the IT Contract shall be requested to start negotiations without undue delay. The contact persons shall then try to develop an acceptable compromise solution which shall take into account the particular importance of a fair and equitable solution in the interest of a long-term cooperation of both Parties. If even the contact persons do not come to an agreement within a period of 30 calendar days maximum after request of the contact persons, each Party shall be entitled to declare in writing to the other Party that the escalation process failed.
4. Only after the failure of the escalation process has been declared in writing by one of the Parties to the other Party, the Parties shall be entitled to take legal action. The right of the Parties to affect preliminary injunction shall remain unaffected by this provision regarding the escalation process.
5. Any and all disputes which arise from or with respect to the IT Contract which cannot be settled according to the procedure defined under this Clause O. shall be finally decided according to the Rules of Arbitration and Supplementary Rules for Expedited Proceedings ("Schiedsgerichtsordnung" und den Ergänzenden Regeln für beschleunigte Verfahren) of Deutsche Institution für Schiedsgerichtsbarkeit e. V. (DIS) to the exclusion of recourse to the general courts of law. The location of the arbitral proceedings is Hamburg. The arbitral proceedings are conducted in German. There shall be three arbitrators.

P. Application of DNV GL Standards

1. If, during the course of execution of the IT Contract, disagreement arises between the Parties concerning the content or meaning of technical terms and symbols related to data processing technology, quality requirements, format requirements or similar issues, the DNV GL standards applicable at the time of the conclusion of the relevant IT Contract in accordance with "DNV GL Software Development Process" shall be deemed agreed, unless otherwise expressly agreed. This also applies to application of OHAS and ISO standards which must be observed by the Service Provider during the course of execution of the IT Contracts.
2. If a DNV GL standard is modified after the conclusion of the IT Contract or – in the event of the conclusion of a contract for work or services – before the acceptance of the program, the Service Provider shall be required, to the extent reasonable, to take into account the requirements of the new DNV GL standard. He is not required to undertake major modifications of programming work which must be performed or extensive modifications of the pro-

gram if and when this is not possible without more than minor temporal or financial additional expenditures. However, he shall notify DNV GL in writing in the event of major modifications which will give DNV GL the opportunity to request a change agreement.

Q. Written Form

No agreement shall be binding on the Parties unless it is in writing. The above requirement of written form shall also apply to amendments of an IT Contract.

R. Anti-Bribery

1. The Service Provider, (which for the purposes of this Clause R shall include all of the Service Provider's employees, agents, representatives, affiliates and any person employed by or acting on behalf of the Service Provider) agrees with DNV GL that it will not in connection with this Agreement bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage, whether of money or anything of value) DNV GL or any of DNV GL's employees, agents, representatives, affiliates or persons employed by or acting on behalf of DNV GL, any public or government officials or employees, public international organisations, political parties, or private individuals or other entities ("relevant party").
2. The Service Provider represents and warrants to DNV GL that it has not, prior to the date of this Agreement, bribed or attempted to bribe any relevant party in order to secure and/or retain any business with DNV GL whether in connection with this Agreement or otherwise.
3. The Service Provider acknowledges and agrees that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business.
4. The Service Provider agrees that it will not take or knowingly permit any action to be taken that would cause DNV GL to be in violation of any applicable anti-bribery or anti-money laundering laws.
5. The Service Provider agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Service Provider whether under this Agreement or otherwise, and DNV GL (and DNV GL's authorised representatives) shall have the right to inspect, audit and to take copies of the Service Provider's books, records and accounts at any time on prior written notice.
6. If the Service Provider discovers that it has or may have violated any of the provisions in this Clause 10, the Service Provider shall immediately notify DNV GL and cooperate with any investigations by DNV GL into such matters.

7. Without prejudice to the generality of Clauses R (2) to R (6) inclusive, the Service Provider covenants with DNV GL to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the Service Provider's behalf.
8. The Service Provider agrees that in addition to DNV GL's termination rights set out elsewhere in this Agreement, DNV GL may immediately terminate this Agreement in the event of a breach of this Clause R by the Contractor.
9. The Service Provider shall indemnify DNV GL against all liabilities, costs, expenses, damages, claims, demands and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by DNV GL arising out of or in connection with any breach of this Clause R, whether or not this Agreement has been terminated.

S. Miscellaneous

1. Language for all kinds of project communication and documentation - written and oral - related to performances under the IT Contracts shall be English. No translations shall be required.
2. Place of performance is Hamburg.
3. Proper law of these Terms and Conditions of Purchasing as well as for any and all IT Contracts concluded on the basis of these Terms and Conditions of Purchasing shall be the laws of Germany, excluding application of the UN Convention on the International Sale of Goods and the conflict of law stipulations.
4. Should individual provisions of an IT Contract, or provisions which are added in the future, not be legally valid or enforceable, in whole or in part, or should they lose their legal validity or their enforceability at a later time, the validity of the remaining provisions shall not be affected. The above provision shall also apply in the event that it is determined that the relevant IT Contract contains an omission in the regulations. The Parties shall cooperate to determine in lieu of the invalid provision a legally permissible and effective regulation which is suitable to achieve the purposes intended by the invalid provision. The above provision shall apply mutatis mutandis to the correction of omissions in the IT Contract.
5. The Service Provider does not have rights of retention resulting from other legal relationships with DNV GL. The Service Provider can only offset with legally effective or undisputed counterclaims.