

General Terms and Conditions of Purchase of DNV GL SE and its associated domestic companies

1. Scope of Application

1.1. Purchase orders of DNV GL SE and domestic companies associated with it - hereafter called DNV GL are carried out exclusively on these terms and conditions.

1.2. Conflicting or supplementary conditions of the contractor shall not become a component of the contract unless DNV GL agrees them expressly and in writing.

1.3. The acceptance of goods and services or payment for them is not to be taken as consent to the General Terms and Conditions of the contractor.

1.4. Through acceptance of the purchase order the contractor accepts the General Terms and Conditions of Purchase of DNV GL.

1.5. The General Terms and Conditions of Purchase also apply to all future business relations between DNV GL and the contractor.

2. Quotation

2.1. The preparation of a quotation or a cost estimate by the Contractor shall be carried out free of charge.

2.2. The Contractor's quotation places no obligation on DNV GL.

3. Ordering

3.1. Purchase orders and modifications of purchase orders can be carried out in electronic form without signature or in writing.

3.2. Oral and telephone agreements require electronic confirmation without signature or written confirmation.

3.3. If acceptance of the order is not made by the contractor within two weeks of receipt DNV GL is entitled to cancellation without the contractor being entitled to any claims arising therefrom.

3.4. Passing on the order by the contractor to third parties (subcontractors) is only admissible to the extent that DNV GL has given prior consent.

4. Transfer of risks/place of performance

4.1. Risk is only transferred to DNV GL after the deliveries of the services have been handed over to DNV GL at the place of performance or have been accepted by DNV GL.

4.2. The place of fulfilment is the delivery or service location stated in the purchase order.

5. Delivery deadlines/dates

5.1. The delivery deadlines / dates stated in the order are binding.

5.2. Decisive for observance of the deadlines / dates is the receipt of defect-free goods at the place of performance or the successful completion of acceptance or alternative inspection of performance if this is provided for by contract or law.

5.3. As soon as circumstances arise or become apparent that the Contractor cannot wholly or partly fulfil his obligations or cannot fulfil them in time, he is obliged to inform DNV GL of this without delay.

5.4. If the contractor does not supply within the supplementary period set by DNV GL, DNV GL is entitled to refuse acceptance without warning and / or cancel the contract and / or claim damages for non-fulfilment.

5.5. The right to cancel also exists if the Contractor is not responsible for the delay.

6. Property rights/rights of use

6.1. Ownership of the delivered goods is transferred to DNV GL at the latest on payment.

6.2. Continued or extended retentions of title are excluded.

6.3. With purchase of a partial or work result DNV GL has the exclusive right unlimited in time, space and content to the work results created in the scope of the contract, to use the work results in all ways, in particular to process them or alter them in any way, to reproduce them in unaltered or altered form, to disseminate or distribute them in another way, to make them available or present them publicly. This includes in particular the right to use the work results to the exclusion of third parties (including the contractor) and in the process also to further develop them itself or through third parties and also to transfer them in any scope to third parties. Because of the above granting of right of use to DNV GL, the contractor is not authorised to transfer the work results to third parties in unaltered or processed form.

7. Safety

The Contractor must observe the generally accepted rules of technology, the currently valid legal and administrative regulations, and the operational rules and regulations of DNV GL and also the generally recognized technical safety and occupational medical rules. He must inform DNV GL of any reservations about the planned type of execution or the performance of other contractors without delay to the extent that this concerns the scope of the contract of the Contractor. DNV GL is entitled to require the dismissal of the contractor's staff for an important reason if there are justified doubts about the required experience or qualification or safety and protection regulations are not being observed.

8. Acts of God

8.1. Acts of God and other serious, unforeseeable or inevitable events exempt the Contractor for the duration and scope of the disruption from his duty of performance.

8.2. This also applies if such an event arises while the contractor is behind schedule.

8.3. The Contractor must inform DNV GL without delay of such an event as soon as he becomes aware of it.

9. Prices

9.1. To the extent that prices are stated in the purchase order these are regarded as fixed prices excluding VAT.

9.2. Invoicing on the basis of negotiated hourly rates must be expressly agreed in writing.

9.3. The prices are considered as including all the Contractor's expenses such as e.g. customs, packaging, insurance and dispatch carriage paid.

10. Invoicing/payment

10.1. An invoice is to be issued for the delivery without delay.

10.2. To the extent that nothing different has been agreed, a single copy of the invoice must be sent to the invoice address stated in the purchase order displaying the VAT separately.

10.3. Purchase order numbers are to be given accordingly.

10.4. External costs are to be shown and invoiced in the form of copies of the original documents.

10.5. Payment does not represent recognition of prices and conditions.

10.6. To the extent that nothing different has been

agreed, payment will be made within 21 days of delivery and invoice receipt with deduction of 2% discount or within 30 days net.

10.7. Cash discount deduction is also admissible if DNV GL offsets or retains payments in an appropriate amount because of defects; the payment period starts after complete rectification of the defects.

11. Secrecy

11.1. The Contractor undertakes to treat in confidence all commercial and technical details that become known to him through the contract made with DNV GL that are not obvious.

11.2. The business relationship between the Contractor and DNV GL may only be made public by the contractor with the prior written consent of DNV GL.

11.3. Members of staff and subcontractors are to be bound to secrecy correspondingly.

11.4. If the Contractor becomes aware that confidential information or documents have come into the possession of unauthorised third parties he must inform DNV GL without delay.

11.5. To the extent that nothing different has been agreed the obligation to secrecy will continue for five years after delivery or performance.

12. Assignment of claims/offsetting

12.1. The Contractor will only be entitled to assign claims against DNV GL to third parties or be collected by third parties with the written consent of DNV GL.

12.2. DNV GL is entitled to offset against legitimate claims which the Contractor has against DNV GL.

12.3. The contractor is only authorised to offset with claims that are uncontested or legally established.

13. Warranty

13.1. The contractor warrants that all agreed goods and services comply with the most up-to-date state of technology and also the relevant legal provisions and regulations.

13.2. If goods are supplied that DNV GL has to inspect in accordance with section 377 HGB [German Civil Code] the period for inspection and notification of an overt defect is two weeks from receipt of the delivery. For a hidden defect the period for notification of defect is two weeks from the discovery of the defect.

13.3. If the contractor culpably fails to meet his warranty and defect rectification duties within an appropriate period set by DNV GL, DNV GL has the right to have the required measures carried out by itself or a third party at the expense and risk of the contractor.

13.4. The contractual and legal warranty, defect rectification and damage compensation obligations of the Contractor remain unaffected by this.

13.5. For parts that could not remain operational during the inspection and / or the execution of the defect rectification, the expiry of the warranty period is delayed for the duration of the inspection and / or execution. For parts supplied as replacements the warranty period starts again.

13.6. If the notice of defects goes to the contractor the limitation period is delayed until the time of the defect rectification or the rejection of it.

13.7. Apart from that DNV GL is entitled to all legal rights.

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14. Liability

14.1. If personal injury, or property or pecuniary damage is caused to DNV GL through the Contractor's materials and services, the contractor shall be liable for this damage.

14.2. The Contractor must indemnify DNV GL from all third party claims for personal injury, and / or property and / or pecuniary damage that have arisen because of the Contractor's materials and services.

14.3. This claim for indemnity also applies to third party damage because of German or foreign product liability regulations, in particular the Product Liability Act and also official safety regulations to the extent that the Contractor is responsible for them.

14.4. This indemnity claim applies in addition to claims of third parties that arise during use of the materials and services in accordance with the contract from the infringement of granted and registered trademark rights and also copyright infringements.

14.5. If the Contractor violates contractual or legal duties of care, information, advice, custody or other secondary obligations he shall be liable to DNV GL for the damages arising therefrom.

14.6. The Contractor shall also be liable to DNV GL for damage that results from late arrival of the delivery or service.

14.7. Fault of the vicarious agents and / or assistants is to be ascribed to the Contractor as his own fault. Simple evidence of the contractor about lack of negligence in choice of contractor or supervision is in this respect not sufficient.

14.8. The Contractor must insure himself with respect to personal injury, property and pecuniary damage in an

appropriate and adequate amount. The Contractor must show proof of the corresponding insurance to DNV GL on request.

14.9. For compensation for damage between the Contractor and DNV GL section 254 BGB applies.

14.10. Apart from that DNV GL is entitled to all legal rights.

15. Objects and documents

15.1. All objects and documents handed to the Contractor for submission of the quotation or for execution of the order remain the property of DNV GL.

15.2. Objects and documents provided are to be stored and handled with the care of a prudent businessman.

15.3. The Contractor is forbidden to copy objects and documents provided, to use them for purposes not related to the contract or to make them available to third parties.

16. Cancellation

16.1. Notwithstanding his rights from section 649 BGB in the case of a contract for works and services or a contract for labour and materials, DNV GL is entitled to cancel the order or contractually required services at any time observing a notice period of four weeks without giving any reasons.

16.2. Cancellation can refer to the whole order or to parts.

16.3. The cancellation must be made in writing.

16.4. If the Contractor proves that by the time of the cancellation taking effect partial performances have already been carried out they will be correspondingly

reimbursed by DNV GL.

16.5. In the case of cancellation for an important reason that is the responsibility of the contractor only the part of his performance up to that point will be reimbursed that is usable by DNV GL in its present form.

16.6. DNV GL can cancel without observing a period of notice if the Contractor ceases payments or insolvency proceedings over his assets have been applied for or initiated.

16.7. Apart from that DNV GL is entitled to all legal rights.

17. Applicable law/place of jurisdiction

17.1. The law of the Federal Republic of Germany shall apply. The application of the UN Convention on the International Sale of Goods (CISG) and also the international conflicts of laws provisions is excluded.

17.2. Jurisdiction for all disputes arising from or in connection with the contract between the contractor and DNV GL is Hamburg. DNV GL reserves the right to choose another jurisdiction.

18. Severability clause

Should individual provisions of the contract between the contractor and DNV GL or these General Terms and Conditions of Purchase in whole or in part be or become ineffective in law, the effectiveness in law of the remaining provisions will not be affected.

In the case of doubt about the interpretation of these General Terms and Conditions of Purchase the German version is decisive.