

TOTAL E&P NORGE AS

GENERAL TERMS

OF

SERVICES

TOTAL E&P NORGE AS

1. DEFINITIONS

Within the CONTRACT, unless otherwise specified:

- 1.1 AFFILIATE means, in relation to any company, at any time, any other entity:
 - a) in which such company directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote; or
 - b) which directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote of such company; or
 - c) of which an entity as mentioned in b) here above controls directly or indirectly more than fifty percent (50%) of the registered capital or rights to vote.
- 1.2 COMPANY means TOTAL E&P NORGE AS, a company organised and existing under the laws of Norway, with organisation number 927 066 440 and having its registered offices at Finnestadveien 44, 4001 Stavanger, and its main business office at Finnestadveien 44, 4001 Stavanger, represented by Martin Tiffen in his/her capacity of Managing Director.
- 1.3 COMPANY GROUP means COMPANY, its participants in a Production Licence on the Norwegian Continental Shelf to the extent they are involved in the subject matter of the CONTRACT, its/their respective AFFILIATES to the extent they are involved in the subject matter of the CONTRACT, COMPANY's other contractors and their subcontractors to the extent they have been engaged by COMPANY to perform work and/or services in relation to the SERVICES, and the foregoing's personnel, or any of the foregoing, as the case may be, but shall not include any member of CONTRACTOR GROUP.
- 1.4 CONTRACT means these General Terms, the SERVICE ORDER and any appendices to the SERVICE ORDER, which in the event of conflict shall be given precedence in the order listed. Unless explicitly being a part of the SERVICE ORDER, CONTRACTOR's general terms and conditions, whether referenced or not, are not deemed to be part of the CONTRACT.
- 1.5 CONTRACTOR means the contracting entity identified as CONTRACTOR in the SERVICE ORDER.

1.6 CONTRACTOR GROUP means CONTRACTOR, any subcontractor(s) whether engaged directly or indirectly by CONTRACTOR, and to the extent they are involved in the SERVICES, his/their AFFILIATES and the foregoing's personnel, or any of the foregoing, as the case may be, but shall not include any member of COMPANY GROUP.

1.7 FORCE MAJEURE means the effective occurrence of any act/event which is unforeseeable, insurmountable and outside the control of the PARTY which invokes it, and which renders said PARTY unable to comply with whole or part of its/his obligations under the CONTRACT. However, FORCE MAJEURE shall not include events such as insolvency of any PARTY, strikes, lock-outs or other industrial disputes or actions, between CONTRACTOR and/or his subcontractors whether engaged directly or indirectly by CONTRACTOR and his/their personnel.

1.8 PARTY means either COMPANY or CONTRACTOR as the case may be and PARTIES shall be construed accordingly.

1.9 SERVICE ORDER means the COMPANY issued order for the performance of the SERVICES.

1.10 SERVICES means all actual work to be performed by CONTRACTOR as specified in the SERVICE ORDER, including any deliverables to COMPANY, together with all obligations to be complied with by CONTRACTOR pursuant to and in accordance with this CONTRACT and any other actions as are necessary in order to enable CONTRACTOR to complete the aforesaid.

1.11 THIRD PARTY means any person or entity that is not a member of COMPANY GROUP or of CONTRACTOR GROUP.

2. IMPLEMENTATION OF THE SERVICES

CONTRACTOR represents and agrees that it has or has access to all resources necessary to perform the SERVICES in accordance with the CONTRACT and is familiar with all circumstances that may affect such performance.

In addition to the obligations of CONTRACTOR described elsewhere in the CONTRACT, CONTRACTOR shall;

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- 2.1 provide all necessary qualified personnel and materials, plant, consumables, tools and equipment, if any (except for COMPANY provided items), whether of temporary or permanent nature, required in and for the performance of the SERVICES;
- 2.2 at all times observe and comply in all respects with;
 - 2.2.1 the provisions of all applicable laws, regulations and other rules applicable to the performance of the SERVICES, including the requirements of certifying or other authorities; and
 - 2.2.2 such instructions, rules and procedures as COMPANY may notify CONTRACTOR in writing;
- 2.3 obtain and maintain all such authorizations, permits and licences as may be necessary for the proper performance by CONTRACTOR of the SERVICES;
- 2.4 upon COMPANY's instructions cooperate with other contractors of COMPANY and coordinate its activities with them;
- 2.5 operate as an independent CONTRACTOR and not as the agent of COMPANY. It is understood that this CONTRACT does not establish any hire of personnel relationships and nothing in the CONTRACT shall be deemed or construed as creating any form of joint venture or partnership or joint responsibility between COMPANY and CONTRACTOR;
- 2.6 therefore assume all costs and expenses appropriate to his independent status including but not limited to salaries, bonuses, insurance, social welfare contributions and other benefits of any kind related to CONTRACTOR's personnel, and CONTRACTOR shall defend, indemnify and hold harmless COMPANY from and against any and all claim in respect of such payments,
- 2.7 at all times comply with the provisions of all applicable laws, regulations and other rules applicable to the employment of and/or hire of personnel.

2.8 in the event defects in the SERVICES are demonstrated within a period of twelve (12) months after delivery and provided that the reasons(s) for such defects are attributable to CONTRACTOR, re-perform the SERVICES, including adjusting and resubmitting any inadequate deliverables to COMPANY, or otherwise remedy such defects without further costs to COMPANY. Should CONTRACTOR fail to comply with such notice to COMPANY's satisfaction, COMPANY shall be entitled, at its sole discretion, to instruct other contractors to rectify or replace the results of the SERVICES or re-perform the SERVICES, at CONTRACTOR's costs and expenses.

3. CONTRACTOR'S PERSONNEL

3.1 CONTRACTOR shall provide all personnel necessary for the proper and timely performance of the SERVICES who shall possess the necessary skills and experience in their respective trades and professions, documented, as required, with valid certificates or other proof of skills and experience.

3.2 COMPANY shall have the right to require (in writing and stating the reasons therefore) CONTRACTOR to remove any personnel assigned to the SERVICES which do not conduct themselves properly or who are unqualified or negligent in performing their respective tasks, and CONTRACTOR shall, at its own cost, promptly remove such personnel and replace with competent substitutes without undue delay.

3.3 CONTRACTOR shall ensure that opportunities exist for trade union activities in accordance with applicable laws and comply with all applicable trade union agreements, and promptly advise COMPANY in writing of any labour disputes or anticipated labour disputes that may be expected to affect CONTRACTOR's performance of the SERVICES.

4. HEALTH, SAFETY, ENVIRONMENT AND QUALITY

4.1 COMPANY is a part of the Total Group, which is a multinational company that is committed to protection of health and environment and to keeping a high standard of safety and quality in its operations.

4.2 CONTRACTOR must share these values and must be able to document that health, environment, safety and quality is taken into consideration in all phases of the performance of the SERVICES.

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4.3 COMPANY is registered in EMAS (The European Eco-Management and Audit Scheme) and is certified in accordance with the ISO 14001 standard, and is therefore committed to a continuous improvement of its environmental performance. CONTRACTOR shall perform the SERVICES in such a manner that improvement of the environmental performance can be achieved.

4.4 CONTRACTOR shall have a quality assurance system securing that the products and/or services delivered are in compliance with relevant Authority and COMPANY requirements.

5. LIABILITIES BETWEEN THE PARTIES

5.1 Each of CONTRACTOR and COMPANY shall defend, indemnify and hold harmless the other PARTY's GROUP from and against all losses, expenses and claims in respect of (i) death of or injury to personnel of its own GROUP, (ii) for damage to or loss of property owned or controlled by its own GROUP, and (iii) its own GROUP's indirect or consequential loss; arising out of or in any way connected with the performance of the SERVICES, howsoever caused, excepting only wilful misconduct, including deliberate breach of duty (whether based on contract, tort or otherwise at law) of the other PARTY's GROUP.

5.2 Each of CONTRACTOR and COMPANY shall defend, indemnify and hold harmless the other PARTY's GROUP from and against all losses or damage caused to THIRD PARTY, and arising out of or in any way connected with the performance of the SERVICES.

5.3 CONTRACTOR shall defend, hold harmless and indemnify COMPANY GROUP from and against any liability it may incur as a result of the CONTRACT GROUP and in respect of payment of any tax levied on CONTRACTOR GROUP, including, but not limited to, corporation tax, personal taxes, penalty tax, penalty interests, late reporting fees, VAT, etc.

5.4 CONTRACTOR shall be solely liable for the consequences of any and all infringements of intellectual property rights belonging to any THIRD PARTY by any of the results of the SERVICES; or other items that CONTRACTOR GROUP may provide to COMPANY or CONTRACTOR's equipment he can use or operations it may perform hereunder; except where such infringement arises directly and solely as a result of COMPANY GROUP's property and equipment or processes expressly stipulated by COMPANY to be used by CONTRACTOR GROUP.

6. INSURANCES

6.1 CONTRACTOR shall at his own cost and expense obtain and maintain, and shall cause his subcontractors to obtain and maintain, with respect to and for the duration of the CONTRACT and any extensions thereof, the insurances that are necessary to cover their respective liabilities under the CONTRACT and which is otherwise required by applicable law wherever the SERVICES is to be performed.

If requested, CONTRACTOR shall provide COMPANY with copies of relevant insurance certificate(s), providing evidence thereof.

6.2 Should CONTRACTOR at any time neglect or refuse to provide any of the insurances as required by sub-Article 6.1 or should such insurances be cancelled or terminated or substantially reduced, COMPANY shall have the right to procure the same and the cost thereof shall be deducted from sums due or thereafter becoming due to CONTRACTOR. Any additional costs and expenses involved for COMPANY in procuring such insurances or any losses due to the fact that CONTRACTOR neglected or refused to provide the insurances or that the insurances have been cancelled or terminated or substantially reduced, shall be charged to CONTRACTOR's account.

6.3 All of CONTRACTOR's insurance policies covering his risks and liabilities shall contain provisions whereby the insurers waive their rights of subrogation against COMPANY GROUP, to the extent of the waivers of recourse and/or indemnities given by CONTRACTOR under the CONTRACT. These insurance policies shall also, to the extent possible, provide that COMPANY shall be named as additional insured insofar as COMPANY is held liable to pay for claims and/or damages and/or losses which, according to the provisions of the CONTRACT, shall be borne by CONTRACTOR GROUP.

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7. FINANCIAL CONDITIONS AND AUDITS

7.1 COMPANY shall pay to CONTRACTOR, as full compensation for CONTRACTOR's performance of the SERVICES, the related SERVICE ORDER price as specified in the SERVICE ORDER. All sums, rates and prices set forth therein are exclusive of Value Added Tax (VAT).

7.2 CONTRACTOR shall submit to COMPANY, an invoice for the value of the portion of the SERVICES performed during the preceding month.

Each invoice shall be accompanied by all relevant documentation required to support the correctness of such invoice.

Invoices shall be addressed to:

TOTAL E&P NORGE AS
Attn. Accounting Department
P.O. Box 168
4001 STAVANGER, Norway

Or e-mail: invoices.ep-no@total.no

in one (1) original, bearing the CONTRACT number and the SERVICE ORDER number.

7.3 COMPANY shall, within thirty (30) days after receipt of each invoice effect payment of all undisputed portions of the invoice, to a bank account designated by CONTRACTOR. COMPANY shall advise CONTRACTOR in writing of any amount in dispute. An invoice, or any portion thereof, which is not approved due to lack of relevant documentation, shall not be considered as received for the purpose of payment until the relevant documentation is provided.

7.4 COMPANY, or such representative as it may appoint, shall have the right to examine, during business hours, all of CONTRACTOR's books, accounts, correspondence and all other records pertaining to this CONTRACT and which are required for the verification of reimbursable charges, expenses and/or costs. The purpose of such examination is to audit and verify the correctness of any amount payable to CONTRACTOR.

This right of COMPANY shall remain valid for a period of three (3) years after the date of the termination of the CONTRACT, and CONTRACTOR and its subcontractors shall preserve and make available to COMPANY without any charge to COMPANY, all such books, accounts, correspondence and records for such period.

Payment of any invoice by COMPANY shall not prejudice the right of COMPANY during the above mentioned three (3) year period to question the amounts so paid. If mistakes are demonstrated, appropriate adjustments with regard to payments shall be made.

8. TERMINATION

8.1 Notwithstanding any other provision of this CONTRACT and in addition to all other rights available to COMPANY under the CONTRACT or otherwise at law, COMPANY may, at its sole discretion and without cause, terminate the CONTRACT at any time by giving two (2) weeks prior written notice to CONTRACTOR. Such termination shall be effective on the date and in the manner specified in such notice, and shall be without prejudice to any and all obligations owing to, and any and all liabilities incurred by either party hereto prior to such notice.

8.2 If COMPANY terminates the CONTRACT pursuant to sub-Article 8.1:

8.2.1 CONTRACTOR, unless the notice directs otherwise, shall cease performance of the SERVICES; and

8.3 COMPANY shall pay to CONTRACTOR in full and final settlement of all amounts due under or in any way arising from the CONTRACT;

8.3.1 all amounts of compensation due to CONTRACTOR at the date of termination and not yet paid;

8.3.2 all reasonable costs, charges and expenses incurred by CONTRACTOR as a direct result of such termination, as evidenced by CONTRACTOR's books and accounts (as shall be specifically established for such purpose) which CONTRACTOR shall make available to COMPANY in accordance with sub- Article 7.4.

9. FORCE MAJEURE

9.1 In case of FORCE MAJEURE, the PARTY claiming FORCE MAJEURE shall notify the other PARTY immediately, as soon as the event giving rise to FORCE MAJEURE occurs, producing all documentary evidence establishing the precise event giving rise to FORCE MAJEURE. Failure to give such notice shall preclude such party from claiming FORCE MAJEURE.

9.2 Each of the PARTIES shall cover its own costs during the period of FORCE MAJEURE.

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9.3 FORCE MAJEURE shall not release the PARTY claiming FORCE MAJEURE from his/its obligations except to the extent to, and for the period during which he/it is prevented from complying with such obligations.

9.4 The claiming PARTY shall endeavour to remedy the impact of FORCE MAJEURE rapidly, and shall at the end of the period of FORCE MAJEURE continue to perform all of his/its obligations.

10. TITLE AND LIENS

10.1 COMPANY shall have the sole and unrestricted ownership and/or title to all information, data and/or results arising out of and relating to the SERVICES.

10.2 Title to any deliverables to COMPANY supplied by CONTRACTOR for the purpose of the SERVICES, including all information contained therein, shall automatically pass to COMPANY on (i) the date payment with respect to such items is made; or (ii) the date any such item is identified to this CONTRACT; or (iii) the date upon which this CONTRACT shall terminate for any reason; whichever of the foregoing shall first occur.

10.3 CONTRACTOR recognizes COMPANY's ownership and title to any and all of COMPANY provided items, drawings and specification together with any other document or item furnished by COMPANY to CONTRACTOR during the term of the CONTRACT.

10.4 CONTRACTOR guarantees that any such item to which COMPANY holds title shall not be subject to any lien or to any vendor's retention of title. Any such item which remain in the possession of CONTRACTOR or any vendor, shall be marked and otherwise identified by CONTRACTOR as being the property of COMPANY and shall be maintained separately from CONTRACTOR's other property.

11. GOVERNING LAW AND DISPUTES

11.1 The CONTRACT shall be governed by and construed in accordance with Norwegian law.

11.2 The parties accept Stavanger District Court as the proper legal venue for the settlement of any dispute or controversy arising in connection with or as a result of the CONTRACT which cannot be amicably resolved by the parties.

12. CONFIDENTIALITY AND PUBLICITY

12.1 All information supplied by COMPANY to CONTRACTOR in connection with the CONTRACT, shall be kept confidential (unless and until released by COMPANY) and CONTRACTOR shall take and enforce suitable written declarations from CONTRACTOR's personnel and his subcontractors' personnel at any level to enforce confidentiality. The non-disclosure obligation under this sub-Article 12.1 shall not apply to information and data which, as evidenced by CONTRACTOR:

- a) is already in the public domain at the time of disclosure; or
- b) is required to be disclosed under the applicable laws or by a governmental order, decree, regulation or rule (provided CONTRACTOR shall give notice to COMPANY prior to such disclosure).

12.2 CONTRACTOR undertakes to limit access to such information and data to those of CONTRACTOR's personnel reasonably requiring the same for the performance of the CONTRACT and that CONTRACTOR shall not use any of such information and data in anyway other than for the aforesaid purpose.

CONTRACTOR agrees neither to refer to nor to use COMPANY's business name or trademarks for any reason whatsoever, without the prior, explicit and written authorisation of COMPANY.

12.3 The provisions of this Article 12 shall not prevent CONTRACTOR from disclosing information as required by applicable laws, regulations, rules and orders, to any governmental or other authority having jurisdiction over the SERVICES to be performed hereunder.

13. ANTI CORRUPTION UNDERTAKINGS

13.1 CONTRACTOR hereby undertakes to:

- a) comply with all legislation related to anti-corruption, fraud and money-laundering, especially the Norwegian Penal Code (straffeloven) chapter 30 and the Norwegian Money Laundering Act (hvitvaskningsloven), and all principles enshrined in the pertinent international and regional conventions on combating corruption;
- b) have policies and procedures in place to designed to prevent corruption, fraud and money-laundering;
- c) maintain accurate and complete books and records and internal controls,

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consistent with applicable laws and internationally recognized accounting principles and practices; and

- d) ensure its subcontractors and any other person acting for and on behalf of CONTRACTOR shall comply with this sub-Article 13.1.

13.2 CONTRACTOR shall notify COMPANY immediately of any circumstances which constitutes or may constitute non-compliance with the above undertakings, and promptly take mitigating steps to minimize any adverse effect on COMPANY.

13.3 COMPANY may at any time require CONTRACTOR to provide written confirmation demonstrating compliance with this Article 13. COMPANY may also audit CONTRACTOR in accordance with sub-Article 7.4 for the purpose of this Article 13.

13.4 Any material breach of this Article 13 shall be deemed as a substantial breach of the CONTRACT ("vesentlig kontraktsbrudd"). In such event COMPANY shall, without prejudice to any other rights or remedies under the CONTRACT, be entitled to (i) suspend payment and/or require reimbursement of any advance payment made under the CONTRACT, and/or (ii) suspend and/or terminate the CONTRACT for CONTRACTOR's default with immediate effect./