



GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND SERVICES (Jan 2022)

1. General

These General Terms and Conditions shall apply to Supplier's provision of Goods and Services to PGS under each Purchase Order and be incorporated therein by reference, except to the extent expressly modified in such Purchase Order. These terms shall prevail over any terms and conditions provided by Supplier.

2. Definitions

"Affiliate" means, in relation to a Party or any other entity, any company or other entity that directly or indirectly through one or more intermediaries, controls (parent company) or is controlled by (subsidiary company) or is under common control with (associated company) such Party or entity. "Control" shall mean ownership of more than fifty percent (50%) of the voting stock, securities or interest in the profits of the controlled company or the direct or indirect right to determine its actions by contract or otherwise.

"Claim(s)" means any and all claims, liens, judgments, fines, levies, penalties, awards, remedies, debts, liabilities, damages, demands, losses, costs and expenses (including reasonable attorneys' fees, court costs, expert fees, legal and other professional costs and expenses) or causes of action of whatever nature damages (whether in contract or in tort), including, without prejudice to the generality of the foregoing, those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns, legal fees on a solicitor and own client basis and sums paid by way of settlement or compromise.

"Force Majeure" means any occurrence which; (i) prevents the performance of the Purchase Order by either Party; (ii) is beyond the control of said Party; (iii) such Party could not reasonably have foreseen at the time of entering into the Purchase Order; and (iv) said Party is unable to prevent or provide against or overcome the consequences. Subject to the above conditions being fulfilled, occurrences of Force Majeure may typically include acts of God, war (declared or undeclared), civil unrest, invasion, fire, earthquakes, explosions and national labor strikes, but shall not include labor disputes, strikes or lock outs within the Supplier Group.

"Goods" means the supplies, equipment, material, all pertaining documentation, records, and other items to be delivered to PGS by Supplier in accordance with the Purchase Order.

"Gross Negligence" means such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for their harmful, foreseeable and avoidable consequences, and is deemed to include willful misconduct meaning an intentional knowing, conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other Party.

"Intellectual Property Rights" means all existing, pending or potential patent rights, mask work rights, copyrights, moral rights, trade secret rights, trademark rights and similar proprietary rights worldwide as well as all applications for the procurement or registration of the same.

"Party" means either PGS or Supplier individually and **"Parties"** shall mean PGS and Supplier collectively.

"PGS" means the subsidiary of PGS ASA as set forth in the Purchase Order procuring the Goods and Services from Supplier and shall include its successors and assigns.

"PGS Group" means PGS, its other contractors and suppliers, its and their Affiliates, and its and their respective personnel (including employees, consultants, directors, officers, representatives and invitees), but shall not include any member of Supplier Group.

"Price" means the total all-inclusive remuneration to be paid to Supplier in the designated currency for the Goods and Services provided in accordance with the Purchase Order, and shall unless otherwise explicitly agreed in writing include all costs, mark-ups, fees, insurance costs, duties, stamp taxes, excise, goods and services taxes, value added taxes, assessments and burdens of every type that are allocated to Supplier for the delivery and completion of Goods and Services under the Purchase Order or otherwise under the applicable delivery Incoterm 2010.

"Proprietary Developments" means all tangible and intangible things produced, developed, conceived or invented by Supplier either independently or jointly with others in connection with performance of its obligations under the Purchase Order, including but not limited to technical documents, data and information, including all kinds of technology, ideas, apparatus, compositions of matter, concepts, drawings, inventions, formulas, designs, specifications, patterns, prototypes, samples, color schemes, expressive works, technology, software, computer programs, codes, know-how, techniques, algorithms, processes, procedures, methods, engineering data, user interfaces, "look and feel", xml feeds data, names, logs, charts, tracings, calculations, together with copies of the same, whether patented or patentable, registered or registrable, copyrighted or copyrightable or otherwise publicly protected or protectable, in each case irrespective of the format of or medium on which the tangible or intangible thing is located.

"Purchase Order" means: (i) PGS' written order for procurement of Goods or Services; (ii) Supplier's unconditional written order confirmation, if any; (iii) these General Terms and Conditions; and (iv) any and all documents referenced in or appended to PGS' order. In the event of a conflict among any of the foregoing, these General Terms and Conditions shall prevail except to the extent expressly modified in PGS' written order.

"Services" means the work and services to be performed by Supplier in accordance with the Purchase Order.

"Supplier" means the entity named as such in the Purchase Order supplying the Goods and Services to PGS and shall include its successors and permitted assigns.

"Supplier Group" means Supplier, its sub-suppliers, its and their Affiliates, its and their respective personnel (including employees, consultants, directors, officers, representatives and invitees), but shall not include any member of the PGS Group.

"Warranty Period" means: (i) for the Goods, twenty-four (24) months from the later date of the delivery or PGS' first use of the Goods; and (ii) for the Services, twelve (12) months from the date of satisfactory completion.

3. Purchase Order Confirmation

In the event Supplier fails to in writing unconditionally accept PGS' order within five

(5) working days after receipt thereof, this Purchase Order shall be deemed withdrawn, unless Supplier has commenced performance under the Purchase Order, in which case Supplier shall be deemed to have unconditionally accepted the Purchase Order and these General Terms and Conditions. Any reservations, modifications or changes by Supplier to these General Terms and Conditions are hereby expressly discarded, unless agreed to in writing by PGS and specifically reflected in the Purchase Order as amendments hereto, otherwise, acceptance of a Purchase Order shall be deemed as full acceptance of these General Terms and Conditions and all other provisions of the Purchase Order.

4. Delivery and Performance

Supplier shall diligently, competently, in a good workmanlike manner provide and deliver the Goods and perform and/or complete the Services, as applicable. Such provision of Goods and/or performance of Services shall be in accordance with the requirements of the Purchase Order and any agreed written specifications, procedures and drawings, be fit for its specified purpose, and as a minimum comply with good and commonly recognized industry practice and applicable laws and regulations.

Unless otherwise specified in the Purchase Order, the terms of delivery of the Goods shall be in accordance with the Incoterms 2010 DDP at PGS' location and on the delivery date specified in the Purchase Order form. Services shall be performed at the location set forth in the Purchase Order in full compliance with the delivery and completion date(s) agreed in writing.

Should the Goods or Services be non-compliant with the provisions of the Purchase Order, PGS may reject such Goods or Services, and Supplier shall at its own cost and risk promptly correct such non-compliance prior to delivery or completion.

Subject to prior written acceptance by PGS, partial delivery of Goods and/or partial performance of the Services may be permitted.

Supplier shall provide such Goods and/or perform such Services as an independent supplier. Any payment, review, audit, inspection, testing, witnessing, approval, or acknowledgement by PGS, or concurrence with recommendations and methods proposed by Supplier, shall not relieve Supplier from any liability or obligation under the Purchase Order.

5. Testing

Supplier shall at its own cost carry out all tests stipulated in or intended by the Purchase Order at the place of manufacture of Goods or performance of Services during normal working hours. If the Purchase Order does not specify the technical requirements for tests, the tests shall be carried out in accordance with good and commonly recognized industry practice. Supplier shall notify PGS in writing of any test in sufficient time to permit PGS to be represented at the tests. If the tests show that the Goods are not in accordance with the Purchase Order, Supplier shall promptly remedy any deficiencies at its own cost and risk, and new tests shall promptly be carried out at PGS' request.

6. Packing and Marking

To ensure adequate protection of Goods, Supplier shall pack all Goods with either standard packing materials or special export packing materials such as wooden boxes in full compliance with the ISPM 15 regulations, or other special packing materials for heavy, fragile or dangerous Goods, all as is consistent with good and commonly recognized industry practice. The cost of such packing materials shall be included in the Price unless otherwise agreed by PGS in writing. A copy of the invoice/commercial invoice and packing list shall accompany the Goods during shipment, and all Goods shall be marked with PGS' Purchase Order number, vessel name (if applicable) and delivery address.



7. Title and Risk; PGS Provided Items

Good and unencumbered title to and ownership of the Goods shall pass to and vest in PGS upon delivery in accordance with the provisions of the Purchase Order, or upon payment if this occurs earlier. If payment is made in instalments or parts, full title to and ownership in the Goods shall pass and vest in PGS upon payment of the first instalment.

Supplier shall carry the risk for loss of or damage to the Goods until they are delivered in accordance with the provisions of the Purchase Order. All Goods to which title passes to PGS prior to delivery shall be marked as PGS' property and kept separate from any property of Supplier or third parties.

PGS may provide items (including, without limitation, documents, items for incorporation into the Goods, and/or test equipment) to Supplier in connection with the Goods and Services. Title to the items shall remain with PGS. The Price shall include Supplier's cost to receive, utilize, and store PGS provided items. Supplier shall inspect PGS provided items on receipt and shall promptly notify PGS of any defects or errors discovered. Supplier shall be liable for costs incurred due to Supplier's failure to (i) inform PGS of a discovered defect; or (ii) identify a defect that should have been discovered by the use of commercially reasonable diligence. PGS provided items shall be stored separately from Supplier's goods in suitable and safe conditions and marked as PGS property. Supplier shall maintain a record of receipt and usage and shall provide the record to PGS on request. On PGS' request or, in any event, at conclusion of use, Supplier shall promptly return all PGS items not incorporated into the Goods in as good condition as when received, ordinary wear and tear excepted. Notwithstanding Clause 13, Supplier shall indemnify PGS for any damage to PGS provided items while in Supplier's possession.

8. Invoicing, Payment and Audit

Supplier shall invoice PGS in accordance with the provisions of the Purchase Order. Supplier's invoice(s) shall be issued to PGS as named in the Purchase Order and shall include PGS' Purchase Order number and the name of the person issuing the Purchase Order. All items in the invoice shall be clearly identified, sufficiently documented, and described in reasonable detail. PGS reserves the right to not pay and return incorrect invoices to Supplier. In no event shall Supplier invoice PGS in excess of the Price unless such excess is approved by PGS in writing.

Unless otherwise specified in the Purchase Order, PGS shall pay each undisputed and sufficiently documented invoice within forty-five (45) calendar days after the later of receipt of a correct invoice or acceptance of the Goods and/or Services. PGS may deduct from such invoiced amounts: (i) any previous payments on account to Supplier which relate to, or directly concern, the Goods or Services covered by the invoice; (ii) such parts of the invoiced amount as are insufficiently documented or disputed; and (iii) all amounts due to PGS Group from Supplier Group whether under this Purchase Order or otherwise, including any cost incurred by PGS to be borne by Supplier or any liability assumed by Supplier towards PGS.

Supplier shall keep all books and records pertaining to the Purchase Order, Goods and/or Services for a period of two (2) years from the date of final payment for same. Upon written notice, PGS or its representatives may at any time during the term of the Purchase Order and the said two (2) years period audit such books and records.

9. Changes

PGS may at its discretion in writing order changes to the Purchase Order, which may increase or reduce the quality, quantity, kind, execution, or change in the delivery or completion date, provided that such changes do not exceed what the Parties could have reasonably contemplated when entering into the Purchase Order. The effect on the Price, if any, shall reasonably reflect the general level of pricing otherwise set forth in the Purchase Order, and any effect on delivery or completion date(s) shall reflect the net impact of the change. Supplier shall without undue delay implement such changes ordered, notwithstanding disagreement on its effect on the Price and/or delivery or completion date(s).

10. Intellectual Property

Intellectual Property Rights obtained by either Party prior to the formation of the Purchase Order ("Background Intellectual Property Rights"), shall remain the property of such Party.

All right to, title to and interest in Proprietary Developments shall vest in PGS. Supplier agrees to assign and does assign to PGS all right to, title to and interest in the Intellectual Property Rights in the Proprietary Developments, and shall ensure that it and any member of Supplier Group concede all such rights to PGS. Copyrightable works produced by any member of Supplier Group hereunder shall be deemed works made for hire for PGS and, to the extent that such works do not qualify as "works made for hire," Supplier agrees to assign and assigns to PGS all right, title, and interest in all copyrights therein, and any moral rights in those works or rights are waived without any further act being required. Supplier shall promptly notify PGS of Proprietary Developments, and Supplier shall provide, and shall ensure that any member of Supplier Group provide, the necessary assistance to enable PGS to acquire, register and perfect title to Intellectual Property Rights in the same. Supplier's obligation to assist PGS under this Clause 10 shall survive termination of this Purchase Order.

Supplier hereby grants and assigns to PGS and its Affiliates an irrevocable, royalty-free, world-wide, non-exclusive license to Supplier Group's Background

Intellectual Property Rights and that of its Group to the extent necessary for use of the Goods and Services, including without limitation making, having made, sale and resale of Goods or remarketing of Services created or developed under the Purchase Order, and including the right to sublicense the same to third parties.

Supplier shall not use or incorporate third party Intellectual Property Rights in the Goods or Services unless legally entitled to do so on PGS' behalf. Supplier shall save, release, indemnify, defend and hold harmless PGS Group from and against any and all Claims arising out of or relating to any alleged or actual breach, infringement or misappropriation of any Intellectual Property Rights related to the Goods or Services or PGS Group's use of same.

11. Force Majeure

Neither Party shall be considered in breach of an obligation under the Purchase Order to the extent the Party claiming Force Majeure can establish that fulfillment of the obligation has been prevented by Force Majeure, subject to notifying the other Party without delay after the occurrence of Force Majeure. Each Party shall bear its own cost arising from Force Majeure. If a Force Majeure event continues for a continuous period of more than fourteen (14) calendar days with regard to Goods, and three (3) calendar days with regard to Services, PGS may without liability to Supplier terminate the Purchase Order with immediate effect by giving notice in writing to Supplier.

12. Confidentiality and Non-Disclosure

Any information that is non-public or otherwise of a proprietary and confidential nature, including Intellectual Property Rights and Proprietary Developments pertaining to PGS Group, received, developed, or obtained by Supplier Group in connection with performing the Purchase Order, shall be kept strictly confidential, and shall not be used, copied, reproduced, transmitted, provided, communicated or disclosed to any third party in any manner whatsoever without the prior written consent of PGS. Supplier shall only use such information for the purpose of Supplier's performance of the Purchase Order.

13. Indemnity

Each Party shall save, release, defend, indemnify and hold harmless the other Party from and against any and all Claims related to: (a) death, illness or injury to its own personnel and that of its respective Group; (b) without prejudice to the provisions of Clause 7, loss, destruction of, or damage to its own property and that of its respective Group, whether owned, hired, leased or otherwise in its possession, care custody or control, and; (c) notwithstanding anything to the contrary herein, but except in the event of breach of Clauses 12 and 19, its own special, punitive, indirect, incidental or consequential damages or loss or that of its respective Group, all as arising out of or pertaining to the performance or non-performance of the Purchase Order.

THE FOREGOING INDEMNITY IS "REGARDLESS OF CAUSE" INCLUDING WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER CONTRACT, STATUTE, RULE OR THEORY OF LAW, AND INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY (SAVE UPON GROSS NEGLIGENCE BY SUCH INDEMNIFIED PARTY), WHETHER ACTIVE OR PASSIVE, STRICT LIABILITY (INCLUDING UNSEAWORTHINESS), LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, AND EVEN THOUGH THE INDEMNIFYING PARTY MAY BE PROTECTED FROM DIRECT SUIT BY THE STATE WORKERS' COMPENSATION LAWS OR THE LONGSHORE AND HARBOUR WORKERS' COMPENSATION ACT OF THE UNITED STATES OR ANY OTHER WORKERS' COMPENSATION LAWS, AND INCLUDING ANY CLAIMS ARISING OUT OF INGRESS OR EGRESS.

Each Party shall save, release, defend, indemnify and hold harmless the other Party and its respective Group from and against any and all Claims from any third party not a member of the PGS Group and Supplier Group related to death, illness or injury to any such third-party personnel, or loss or damage to any such third-party property, to the extent caused by, or attributable to the indemnifying Party or any member of its respective Group.

14. Insurance

Supplier shall at no cost to PGS provide and maintain all insurances required by applicable laws, rules and regulations.

15. Delay

Time is of the essence in respect of the delivery of the Goods and the performance of the Services. If Supplier has reason to believe that delivery of Goods or performance of the Services may be delayed, Supplier shall promptly notify PGS in writing. Upon any such delay which not being solely attributable to PGS or Force Majeure, Supplier shall without PGS having to substantiate the actual loss, pay to PGS or have deducted from the Price liquidated damages equivalent to zero point five per cent (0.5%) of the total price given in the Purchase Order per calendar day of delay, limited to fifteen per cent (15%) of the total price given in the Purchase Order, unless the delay is caused by Gross Negligence on the part of any member of Supplier Group. The liquidated damages stipulated herein are agreed to be a genuine pre-estimate of the losses which will be sustained by PGS in the event of Supplier's delay and not a penalty.



16. Defects

Supplier warrants for the duration of the Warranty Period that: (i) the Goods delivered and/or the Services performed hereunder comply with the requirements in the Purchase Order and other agreed written specifications and drawings, and as a minimum, shall satisfy all applicable laws, rules and regulations and good and commonly recognized industry practice; (ii) that the Goods are new, unused and free from errors, faults, inconsistencies and defects in engineering and design, materials and workmanship, fit for their specified purpose, and of correct quantity and good and proper quality and reliability and give efficient and satisfactory performance. Furthermore, Supplier warrants that the Goods are delivered free from encumbrances, liens, attachments, charges and faults of any kind.

If a breach of the warranty or defect occurs during the Warranty Period, PGS shall notify Supplier thereof, and Supplier shall without delay repair or replace the defective Goods or correct or re-perform the defective Services at no cost to PGS and in accordance with PGS' instruction. If Supplier fails to timely remedy such breach or defect, PGS may undertake, by itself or third parties, all reasonable and necessary corrective actions at Supplier's cost.

17. Termination for Default

PGS may upon Supplier's material breach of the provisions of the Purchase Order at any time with immediate effect, and without liability whatsoever for PGS, terminate the Purchase Order in whole or in part upon written notice to Supplier. Material breach shall include but not be limited to: (i) actual or anticipated delay in progress, completion or delivery exceeding more than seven (7) calendar days with regard to Goods, and three (3) calendar days with regard to Services, from the relevant date given in the Purchase Order; (ii) defects depriving PGS of the benefit of the Purchase Order; (iii) persistent neglect in carrying out obligations or instructions under the Purchase Order; or (iv) as permitted by applicable law, actual or anticipated bankruptcy or insolvency on the part of Supplier.

In the event of termination of whole or part of the Purchase Order pursuant to this Clause 17, Supplier shall in addition to the liability stipulated in Clauses 15, 16 and 18, upon PGS' request, either: (i) immediately refund to PGS the Price already paid under the Purchase Order for Goods in respect thereof and have returned any Goods and title thereto at Supplier's cost; or (ii) deliver to PGS any Goods and documents pertaining to the Purchase Order and whereby PGS shall pay the part of the Price relating to the satisfactory performance of the Purchase Order up to the point of termination.

18. Liability for Default

Upon any breach of the terms of the Purchase Order on part of the Supplier, and notwithstanding whether the Purchase Order is terminated or not, PGS may in addition to the remedies specified in Clauses 15, 16, and 17, claim compensation for its costs and damages incurred due to the breach.

19. Compliance with Laws, Export/Import Controls and Business Ethics

Supplier shall comply with, and ensure that all members of Supplier Group complies with, the *PGS Supplier Code of Conduct*, all applicable laws, rules and regulations in providing Goods and Services, including but not limited to (i) all applicable export/re-export/import regulations in Supplier's country and the country of origin of the Goods and import regulations for the destination country under the applicable delivery Incoterms 2010, and (ii) all applicable laws, regulations and recognized principles relating to ethical and responsible standards of behavior, including, such as those dealing with human rights, human trafficking, child labor and slavery, environmental protection, sustainable development, anti-money-laundering, any applicable regulations related to economic sanctions and export control, and other financial crimes. Supplier shall furthermore ensure that no personnel within Supplier Group in relation to this Purchase Order (i) is below the age of 15 or below the minimum age of employment according to applicable laws, or (ii) under the age of 18 performs hazardous work. The latest version of the *PGS Supplier Code of Conduct* is available on www.pgs.com.

Supplier shall promptly notify PGS if the Goods are subject to export/re-export/import restrictions and, at the request of PGS, provide a written statement regarding the specific restrictions and whether a re-export license is required for the country of destination under the applicable delivery Incoterms 2010 for such Goods Supplier represents and warrants that: (i) it is familiar with the laws, rules and regulations relating to anti-bribery anti-money laundering anti-tax evasion facilitation in connection with the Purchase Order (collectively the "Anti-Corruption Laws"), including without limitation; (a) the Anti-Corruption laws of the Kingdom of Norway and applicable national legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; (b) the U.S. Foreign Corrupt Practices Act; (c) the U.K Bribery Act; (d) the U.K. Criminal Finances Act, (e), the Anti-Corruption Laws in jurisdiction(s) where PGS or its Affiliates for whom Supplier provides the Goods and Services are organized; (e) the Anti-Corruption Laws in jurisdictions where any member of Supplier Group are organized; and (f) the Anti-Corruption Laws in the country(ies) where the Services are performed and the Goods are manufactured and delivered; (ii) it has not violated, and will not violate any Anti-Corruption Laws in connection with the Purchase Order; (iii) neither it nor any of the members of Supplier Group has or will in the performance of the Purchase Order pay, offer or promise to pay, or authorize the payment of, any money or give or promise to give anything else of value, either directly or through a third party, to any: (a) public official (including appointed, elected, or honorary official, director, officer, employee, or any person acting in any official, administrative or

judicial capacity for or on behalf of any government or any department, agency or instrumentality thereof, and/or of any enterprise in which a government owns or controls an interest, and/or of any public international organization); (b) to any director, officer or employee of PGS Group; (c) to any political party, official of a political party, or candidate for public office; (d) to an agent or intermediary for payment to any of the foregoing; or (e) to any other person or entity, for the purpose of obtaining or influencing the award of or carrying out the Purchase Order or securing an improper advantage if and to the extent that to do so is or would be either in violation of or inconsistent with the Anti-Corruption Laws.

Without prejudice to any other rights or remedies PGS may have hereunder or at law, Supplier shall assist PGS with any investigation, and PGS shall have the right to immediately terminate the Purchase Order in the event PGS in good faith has reason to believe that any member of Supplier Group has breached any of the provisions set forth in this Clause 19, and PGS shall have the right to recover amounts previously paid to Supplier and any penalties incurred.

Supplier shall save, release, defend, indemnify and hold PGS Group harmless from and against any and all Claims arising out of or pertaining to Supplier Group's failure to comply with this Clause 19.

20. Assignment and Subcontracting

PGS may at any time assign its rights and obligations under the Purchase Order to a third party. Supplier may not assign or subcontract the Purchase Order or any part or interest therein to a third party without the prior written approval of PGS, which will not be unreasonably withheld or delayed.

21. Entire Agreement – Governing Law and Venue

The documents comprising the Purchase Order constitute the entire agreement between the Parties with respect to the matters addressed therein, and may not be modified except as provided in these General Terms and Conditions, or as otherwise agreed in writing between the properly authorized personnel of the Parties.

If PGS is an entity incorporated in and having its registered office address in the United Kingdom, the Parties agree that the Purchase Order shall be governed, construed and enforced in accordance with the laws of England and Wales. In such case, the Parties irrevocably agree that the English Courts shall have exclusive jurisdiction over any disputes arising out of such Purchase Order, the relationship between PGS and Supplier, and the transactions contemplated thereby.

IF PGS IS AN ENTITY INCORPORATED IN AND HAVING ITS REGISTERED BUSINESS ADDRESS IN A STATE IN THE UNITED STATES OF AMERICA, THE PURCHASE ORDER SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS. IN SUCH CASE, THE PARTIES IRREVOCABLY AGREE THAT THE APPLICABLE FEDERAL OR STATE COURT IN HARRIS COUNTY, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES ARISING OUT OF SUCH PURCHASE ORDER, THE RELATIONSHIP BETWEEN PGS AND SUPPLIER, AND THE TRANSACTIONS CONTEMPLATED THEREBY.

In any other case, the Parties expressly agree that the Purchase Order shall be governed, construed and enforced in accordance with Norwegian law. In such case, the Parties irrevocably agree that Asker and Bærum District Court, the Kingdom of Norway, shall have exclusive jurisdiction over any disputes arising out of such Purchase Order, the relationship between PGS and Supplier, and the transactions contemplated thereby.

The above shall expressly exclude any principles of conflicts of laws which would refer such disputes or Claims to another jurisdiction. The Parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods 1980 to the Purchase Order.

22. Contract (Rights of Third Parties) Act

To the extent the Purchase Order is governed by the laws of England or Wales, the Purchase Order shall not be construed, and the Parties do not intend that, except in respect of any Third Party in relation its rights under Clauses 10, 13 and 19, any provision of the Purchase Order shall confer any benefit on any person not being a Party to such Purchase Order nor shall it provided any right to such person to enforceable any provision of such Purchase Order by virtue of the Contracts (Rights of Third Parties) Act 1999 which are hereby expressly excluded. For the purpose of this Clause 22, "Third Party" shall mean any member of PGS Group and/or Supplier Group.

Notwithstanding the foregoing, the Purchase Order may be rescinded, amended, novated or varied by the Parties without notice to or the consent of any Third Party or such person.

The rights of any Third Party under the first paragraph hereof, shall be subject to that, any claim or reliance on any term of the Purchase Order by a Third Party against a Party to the Purchase Order, shall be notified in accordance with the requirements stipulated in the Purchase Order and/or hereof in writing by such Third Party to each Party to the Purchase Order as soon as reasonably practicable after the occurrence of the event which gave rise to such claim. Such notification shall as a minimum contain the following information: (i) details of the occurrence giving rise to the claim; (ii) the right relied upon by the Third Party under the Purchase Order; and (iii) the Third Party's agreement that Clause 21 hereof shall apply in respect of the claim.