

1. **Work Execution**

1.1 Presafe shall execute the Work in a professional manner and in accordance with the provisions of this Agreement and the criteria of the relevant Certification Scheme.

1.2 The Customer shall ensure that Presafe without undue delay receives all relevant information and documentation. The Customer shall further ensure that Presafe's representative(s) is given necessary access to work sites.

1.3 Any documented error or defect in the Work will be rectified by Presafe within a reasonable period of time, at Presafe sole cost, provided said error or defect is not attributable to the Customer, Customer's affiliates or Customer's subcontractors and Presafe is duly notified of said error or defect within sixty (60) days after completion of the Work.

1.4 Presafe may, on own account, extend the audit team with an observer(s) for witnessing purposes. The observer will either represent Presafe and/or an Accreditation Body or Designation Authority.

2. **Assignment**

2.1 Presafe shall have the right to transfer, assign or subcontract all or parts of its rights and duties under this Agreement to any of its sister companies or subsidiaries.

3. **Issuance of Certificate of Conformity**

3.1 Upon completion of the certification process, Presafe will at its own discretion issue the Certificate of Conformity to the Customer, provided Presafe finds that there is conformity with the relevant Certification Scheme.

3.2 Presafe may suspend or withdraw any Certificate of Conformity issued with immediate effect, if the requirements of the relevant Certification Scheme are no longer satisfied or if payment by the Customer is not made in accordance with this Agreement. If the Certificate of Conformity is withdrawn, the Customer shall return the original Certificate of Conformity to Presafe within 14 days from the date of withdrawal.

3.3 The Customer may appeal Presafe's decision not to issue, to suspend or to withdraw the Certificate of Conformity. The standard procedure for such appeal will be provided by Presafe upon request by the Customer.

4. **Safety, Health and Environment (SHE)**

4.1 The Customer shall inform Presafe of any real or potential SHE hazard which may be relevant to, involved or introduced in the Work and/or any necessary safety measures required for the Work, prior to or during the performance of the Work.

4.2 Whenever Presafe undertakes work on site, the Customer shall provide all adequate safety measures to ensure a working environment that is safe and in accordance with all relevant legislation, a.o. to ensure that the risks that cannot be terminated are controlled at a tolerated level.

4.3 The Presafe employee has the right to refuse to carry out an activity, when the safety, according to his/her own judgment, is not satisfactory.

4.4 Any Customer requirements specifying participation in screening programs shall be communicated to the Presafe employee prior to commencement of work.

5. **Remuneration**

5.1 The Customer shall pay Presafe for the Work, as specified in Section III – Scope of Services and Remuneration – of this Agreement.

6. **Progress of the Services**

6.1 Presafe shall provide Customer with a suggested time schedule and assessment plan, including dates and locations for the execution of the Services. Unscheduled audits will not be taken into consideration in this plan. When accepted by Customer, such time schedule and assessment plan shall form an integrated part of this Agreement.

6.2 Customer may postpone execution of the Services as agreed in the time schedule and assessment plan, upon prior written notice to Presafe (Notice of Postponement). Subject only to Clause 12 herein (Force Majeure), Presafe shall if the Notice of Postponement is received later than 14 (fourteen) days prior to the agreed date of Service be entitled to 25% (twenty-five-percent) of the agreed fee, and if the Notice of Postponement is received later than 7 (seven) days prior to the agreed date of Service be entitled to 75% (seventy-five-percent) of the agreed fee, as compensation for the postponement.

7. **Variations**

7.1 The Customer shall be entitled to request additional work (hereinafter referred to as "variations") under this Agreement.

7.2 All variation requests shall be in writing, clearly defining the variation required, including but not limited to remuneration and time schedule.

7.3 No variation shall be implemented before the parties have reached an agreement regarding the extent and the remuneration hereto and the revised time schedule.

8. **Duration and Termination**

8.1 This Agreement shall remain in full force and effect until terminated by any one of the parties, upon 60 days written notice to the other party.

8.2 In the event of termination according to article 8.1 above, the Customer shall reimburse Presafe for the aggregate value of Work performed up to the date of termination, and all costs and expenses reasonably incurred by Presafe as a consequence of such termination.

8.3 Both Customer and Presafe shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder or if the other party goes bankrupt or enters into liquidation proceedings.

9. Confidentiality

9.1 The Customer and Presafe mutually agree not to disclose to any third party without the prior written consent of the other party, any information obtained from the other party related to this Agreement.

9.2 However, each party shall be free to disclose such information as is:

known by it prior to the information being disclosed by the other party, or

part of the public domain at the time of disclosure, or

required to be disclosed by public authorities in accordance with applicable law, or

required to be disclosed by the relevant Accreditation or Designation Authority.

9.3 Both parties may disclose information to their subcontractors without prior written consent to the extent necessary to complete the Work, provided that a written confidentiality agreement reflecting the principles above is entered into with such subcontractors.

9.4 The obligations of both parties as defined in this article shall apply notwithstanding the completion of the Work or termination of this Agreement.

9.5 Irrespective of the provisions in this Clause 9 and Clause 10 (Intellectual Property Rights), Customer hereby authorises Presafe to use information generated from the work for statistical and analytical purposes, even when such statistics and analysis will be published, always provided that such information is made anonymous.

10. Intellectual Property Rights

10.1 Presafe shall have full ownership rights to the deliverables developed by Presafe as part of the Work, including the Audit Report and the Certificate of Conformity. Customer shall however, subject to this Agreement have free use of the Certificate of Conformity and the material content of the Audit Report on a royalty free basis.

10.2 Any writings (including but not limited to photographs, diagrams, models and computer programs) developed during the course of the Work, which are not part of the deliverables, shall be the exclusive property of Presafe.

10.3 Notwithstanding the above, both parties agree that any intellectual property right in existence prior to this Agreement (either as a filed application or already obtained) shall remain the sole property of the originating party.

10.4 Customer shall save, indemnify, defend and hold harmless Presafe from all claims, losses damages, costs (including legal costs), expenses and liabilities of every kind arising out of any alleged infringement of any patent or proprietary or protected rights arising out of or in connection with the execution of the obligations of Presafe under this Agreement or the use by Presafe of any information, material or data supplied by Customer.

11. Indemnities and Limitation of Liability

11.1 The Customer shall indemnify, defend and hold Presafe harmless from all losses, costs and expenses incurred by Presafe as a consequence of a failure of the Customer to fulfil its obligations according to article 1.2 above.

11.2 The Customer shall indemnify, defend and hold harmless Presafe from any loss or damage related to or arising out of any breach of Section IV – Maintaining and using Certificate of Compliance and Presafe logo in relation to the Certificate issued under this Agreement.

11.3 The Customer and Presafe shall indemnify, defend and hold each other mutually harmless from and against any and all losses, claims and liabilities related to or arising out of this Agreement as a result of:

- a) death of or personal injury to any own employees, representatives or subcontractors,
- b) the loss of or damage to own property or employees, representatives or subcontractors,
- c) all consequential, special or incidental costs, losses or damages (whether direct or indirect) suffered.

Howsoever causes, this applies regardless of any form of liability, whether strict or by negligence, in whatever form, except in the instance of gross negligence or wilful misconduct.

11.4 Each party shall be responsible for and accept full liability for its own acts or omissions leading to the loss of or damage to any third party.

11.5 Except as stated in articles 1.3 and 11.3 above, Presafe's maximum cumulative liability arising out of or related to this Agreement shall be limited to an amount equal to five (5) times the remuneration paid to PRESAFE under this Agreement by the Customer or USD 200.000 (or the equivalent in any currency thereto), whichever is the less.

11.6 If either party becomes aware of any incidents likely to give rise to a claim under the above indemnities, he shall notify the other party immediately.

12. Force Majeure

12.1 Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, labour dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.

13. Law and Jurisdiction

13.1 This Agreement shall be governed and construed in accordance with the laws of Norway.



13.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of Oslo.