



# CERTIFICATION OF MATERIALS AND COMPONENTS

DNV Doc No:

Short Form Agreement ("Agreement")

## Section I - Cover letter

### "Customer"

Legal entity:	<u>Kvadraturen Videregående Skole</u>	Customer no.(id):	<u>10686423</u>
Legal entity VAT no:	<u>921707134</u>	Phone/fax/mail:	<u>dan.kare.karlsen@kvadraturen.vgs.no</u>
Contact person:	<u>Dan Kåre Karlsen</u>	Invoicing address:	<u>Agder fylkeskommune Fakturamottak Postboks 788 Stoa 4809 Arendal</u>
Business address:	<u>Tollbodgata 75 4614 Kristiansand</u>	Is purchase order no. required to process invoice:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes; P.O. no: <u>ressursnummer 95071 / Dan Kåre Karlsen</u>

### "DNV"

Legal entity:	<u>DNV AS</u>	DNV order no:	<u>TBA</u>
Legal entity VAT no:	<u>N9457489310</u>	Phone/fax/mail:	<u>line.overland@dnv.com</u>
Contact person:	<u>Line Øverland</u>	Section/dept:	<u>Maritime</u>
Business address:	<u>Leif Weldingsvei 12 3208 Sandefjord</u>		

### Work/project

Project name:	<u>Initial certification DNVGL-ST-0029</u>	Contract end date:	<u>2021-10-19</u>
Commencement date:	<u>2021-04-19</u>	Project number:	
Work location:	<u>SFJ/Kr.Sand</u>	Applicable rules:	<u>DNV GL rules for classification</u>

### Scope of Work (the Work)

Initial approval in accordance with DNVGL-ST-0029.  
Consist of document review of quality management system and one day audit on-site.

### Remuneration, terms of invoicing, costs/expenses

Initial approval incl initial audit NOK 44 000,- ex travel.

Annual audits is not included in this agreement.

### Deliverables

(tick as appropriate)

Certificate  Other

Initial DNVGL-ST-0029



**Special conditions**

This offer is based on DNV GL receiving complete documentation before approval starts, thus extensive support, discussions, follow-up or processing of revised documents may be invoiced per hour in addition to the fixed price. Additional work will be charged on an hourly basis of NOK 2576,- per hour. If the project is cancelled or delayed before the certification Approval is successfully completed, all accumulated work hours on design assessment, meetings and administration will be charged on an hourly basis of NOK 2576,- per hour.

For approvals that last more than 6 months we will invoice the accumulated number of hours at specific intervals, sum of which will be the total fee at the end of the project. If incomplete documentation results in a delay in the project, 6 months from the date of the signed contract is the nominal estimated time, DNV invoke the right to revise the fee.

If for any reason the

Certificate has to be suspended or withdrawn in the validity period this will have no influence of the fee charged for the Type Approval.

This Agreement shall consist of: Section I - Cover letter, Section II - General terms and conditions, the applicable attachments and the applicable DNV Rules, which together constitute the integrated entire Agreement between the parties. For MED certification, the Agreement additionally includes an Application Form and the MED Certification Guidelines published on [www.dnv.com](http://www.dnv.com). The above listed documents in the Agreement shall be interpreted as one agreement and in case of any ambiguities or contradictions between the various documents, the documents shall take precedence in the order listed here: the Cover Letter, General Terms and Conditions, any attachments and the applicable DNV Rules. However, if there is a Framework/Periodical Service Agreement or the like in place between the parties, such agreement shall remain in full force and effect and stipulations of the same shall supersede any contradicting terms in above mentioned documents. No amendment and/or variation to the Agreement shall be considered binding or valid unless set out in writing and duly signed by the authorised representatives of both parties. Any terms and conditions included in any of Customer's purchase orders shall be disregarded unless explicitly agreed to and duly signed by the authorised representatives of both parties as amending specific terms of this Agreement. Should any provision of this Agreement be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of this Agreement. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision. This Agreement is made in duplicate, one original for each party hereto. This Agreement shall be duly signed by the Customer's authorised representative prior to any commencement of the Work, failing which, the Customer acknowledges that DNV is entitled to postpone or cancel the performance of the Work.

Place: *Kristiansund*  
Date: *26/4 - 2021*

Place: **Sandefjord**  
Date: **2021-04-20**

(Name and Title in capital letters)

*Rektor  
Kvadraturen  
videregående skole*

**Line Øverland**  
Auditor

## Section II - General terms and conditions

- 1 Definitions and General**
- "Affiliate" – shall mean any subsidiary, parent, ultimate holding company or a subsidiary of such parent or ultimate holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meaning assigned to them under the Companies Act relevant to the applicable law set out in Clause 17 herein;
- "Contract" – shall mean the contract entered into between the Customer and DNV including these General Terms and Conditions and the DNV Rules. The above listed documents shall be interpreted as one agreement and in case of any ambiguities or contradictions between the various documents, the documents shall take precedence in the order they are listed above;
- "Claim" or "Claims" - shall mean any and all claims, losses (including pure economical losses), demands, taxes, liens, liabilities, judgments, awards, provisional injunctions, remedies, debts, damages, injuries, costs, legal and other expenses, or causes of action of whatsoever nature, and in whatever jurisdiction the foregoing may arise;
- "Consequential Loss" - shall mean loss and/or deferral of production, lost productivity (disruptions), loss of product, loss of use, loss of time to any vessel or loss of hire, loss of business opportunities and contracts, loss of goodwill, loss of data, loss of revenue, profit or anticipated profit (if any), losses arising from liabilities or indemnities under other contracts, recall or rectification costs, in each case whether direct or indirect and whether or not foreseeable at the commencement of the Work;
- "Customer" – shall mean the person and/or company which has requested DNV's service and has entered into a contract/agreement for services;
- "Customer Group" – shall mean (i) the Customer and its affiliates; (ii) the Customer's other contractors (other than DNV), suppliers and subcontractors (of any tier) and their respective Affiliates; and (iii) the respective directors, officers, managers, agents, employees (including agency personnel) and representatives of the persons and entities mentioned under (i) and (ii) above as well as any other person or entity acting on its/their behalf;
- "Deliverable" – the deliverable(s) which is(are) to be provided to the Customer by DNV according to the Contract;
- "DNV" – shall mean for the purposes of these General Terms and Conditions, the company with which the Customer has entered into the Contract being DNV AS or any of its branches and subsidiaries (as the case may be);
- "DNV Group" – shall mean (i) DNV, all its direct and indirect owners and its Affiliates; (ii) DNV's sub-contractors (of any tier) and their Affiliates; and (iii) the respective directors, officers, managers, agents, employees (including agency personnel) and representatives of the persons and entities mentioned under (i) and (ii) above as well as any other person or entity acting on its/their behalf;
- "DNV Rules" – shall mean all provisions and/or requirements adopted by DNV as the basis for Classification at any point in time;
- "Variation" – additional work to the Work originally agreed in the Contract;
- "Work" – the services provided to Customer by DNV which are expressly set out in the Contract including any Variation and any Deliverable.
- These General Terms and Conditions shall be incorporated in the Contract and shall override and exclude any terms and conditions sought to be imposed by the Customer. No amendment and/or variation to these General Terms and Conditions and no additional terms put forward by the Customer shall be considered binding or valid unless set out in writing and duly signed by the authorised representatives of both parties.
- The respective latest version of the General Terms and Conditions as well as the applicable DNV Rules, as made available on [www.dnv.com](http://www.dnv.com) shall apply to all work rendered by DNV, including those rendered within the scope of DNV's statutory functions as recognised organisation or similar, even if no written Contract was concluded.
- 2 The Work and execution of Work**
- 2.1 The Work shall be carried out in accordance with the Contract, the provisions of these General Terms and Conditions, the DNV Rules, the international conventions and/or EU regulations applicable to the relevant Work and/or flag administration requirements. The same shall apply in the absence of a written agreement between the parties. The Work performed by DNV is performed under the basic assumption that other parties involved, including but not limited to the Customer's other contractors and suppliers, fulfil their individual obligations and provide correct and complete information. DNV shall, upon completion of the relevant certification process and the Work, but subject to any relevant findings from its assessment or inspections, issue the Deliverable, provided always that DNV in its sole professional discretion finds that the applicable requirements are fulfilled. As a standard delivery DNV will issue electronic certificates only.
- 2.2 When providing services DNV does not assess compliance with any standard other than the applicable DNV Rules, international conventions, EU Regulations and/or flag administration requirements and other standards, to the extent agreed in writing.
- 2.3 Any terms, conditions, duties or warranties otherwise incorporated or implied by law are hereby expressly excluded in full or to the fullest extent permitted by the applicable law. The remedies set forth in Clause 6 shall therefore be the sole remedies for any discrepancies, errors or omissions whatsoever regarding the Work.
- 2.4 DNV will provide suitably qualified personnel to carry out the Work. Unless otherwise agreed, DNV may at any time substitute personnel assigned to the Work, provided that any replacement personnel are suitably qualified.
- 2.5 A confirmation given or certificate issued by DNV shall not substitute the role of and/or release the Customer Group or any other parties involved from its contractual or legal obligations towards any third parties and/or the Customer (as the case may be). Maintenance of the validity of such confirmation or certificate, for example through the process of regular surveys in the case of ship classification, is the responsibility of the Customer.
- 2.6 DNV may, without prejudice to any other rights available to DNV, at any time recall, suspend, withhold, withdraw and/or reissue any Deliverable with immediate effect, suspend or withdraw any vessel from class and/or suspend further performance of any services if in DNV's sole and unfettered opinion: (i) Customer fails to provide any necessary information or documentation for the purpose of maintaining the Deliverable and/or class; or (ii) Customer fails to comply in due time with conditions or instructions issued by DNV; or (iii) Customer fails to pay any fees or other sums due to DNV; or (iv) any relevant discrepancies, errors or omissions in the basis for the Deliverable is detected; or (v) Customer misrepresents DNV's business name, trademark or Deliverable on which such name or trademark is used.
- 2.7 DNV may retain or withhold any service, certificate or other deliverable to the Customer in respect of all outstanding payments (whether related or not) arising out of the entire business relationship with the Customer, regardless of whether one or more vessels owned or managed by the Customer are affected.
- 3 General Obligations**
- 3.1 Customer agrees that DNV's performance of the Work requires DNV to be granted access to and the right to inspect all relevant sites, equipment, machinery and facilities and all relevant, correct and complete documents and information. For this purpose, Customer shall in a timely manner, without conditions, make all necessary arrangements and provide DNV with all reasonably necessary access to the above mentioned information and sites. Unless it is explicitly agreed as part of the Work to identify discrepancies, errors, inconsistencies or omissions in the information provided by the Customer Group, Customer shall be responsible for the correctness of the information it provides and DNV is entitled to rely on the accuracy and completeness of such information for the performance of the Work.
- All Deliverables provided by DNV are based on the information, documentation and/or physical items made available by Customer to DNV up to the date of issuance of the Deliverable, and Customer acknowledges and agrees that any statement made by DNV in the Deliverable is a statement reflecting the situation at the time of issuance only.
- 3.2 Should the Customer fail to provide DNV with the required access or information at the agreed times, DNV may suspend the performance of the Work pending receipt of the Customer's instructions for access and/or necessary information. DNV shall have no liability as a consequence of any such suspension and the Customer will be responsible for DNV's fees and other wasted costs and expenses incurred by DNV.
- 3.3 Customer acknowledges and agrees that it has read and understood the requirements in the applicable DNV Rules,



international conventions, EU Regulations and/or flag administration requirements and other standards applicable to the Contract and agrees to abide by them.

- 3.4 Any failure by Customer in fulfilling the obligations set out in this Section 3 is to be considered a material breach of this Contract.
- 4 Health, Safety and Environment (HSE)**
- 4.1 Both DNV and the Customer shall employ reasonable standards for promoting safety, health and environmental protection and for ensuring safe working environments for their personnel.
- 4.2 Customer shall inform DNV without undue delay of: (i) any actual or potential HSE risk which Customer is aware of and which is reasonably relevant to the performance of the Work; and (ii) any of Customer's implemented or planned measures against such risks that Customer requires DNV's personnel to adhere to.
- 4.3 Whenever DNV's performance of the Work involves visits to or work on Customer controlled facilities or sites, Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. DNV or its personnel is entitled to refuse to carry out any activity, or visit any area or site, if DNV or its personnel in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained or otherwise mitigated. Any such decision shall suspend both parties' obligations under the Contract without any liability or penalties until the parties have agreed on how to proceed.
- 5 Variations to the Work**
- 5.1 Customer may in writing request DNV to perform a Variation. DNV shall not be obliged to execute any Variations until a written agreement with the Customer regarding the remuneration and the potential schedule impact of the Variation has been signed, which shall be an integral part of this Contract.
- 6 Re-performance**
- 6.1 Any documented error or defect in the Work will be rectified by DNV within a reasonable period of time at DNV's sole cost, provided said error or defect is not attributable to Customer or Customer Group and DNV is duly notified of said errors or defects within twelve (12) months after delivery or completion of the Work, whichever occurs first.
- 7 Taxes and Remuneration**
- 7.1 Each party is solely responsible for paying any and all taxes, duties or similar government charges to the competent public authority wherever such charges are levied and/or imposed on the activities of the party.
- Any and all prices, fees, rates or remuneration are agreed as stated exclusive of any form of sales taxes, value added tax, goods and services tax and/or any other similar taxes including any surcharges levied thereon which may be applicable.
- 7.2 Customer shall effect payment as agreed in the Contract to DNV, or another legal entity within the DNV Group if specified as payee on the invoice, for the Work, including any Variations, to the bank account stated on the invoice within thirty (30) days of the date of the invoice.
- Work performed by DNV shall be invoiced in accordance with the tariffs of DNV or on the basis of the price quoted in the offer or in the Contract. In addition thereto, DNV will charge any extra expenses incurred in connection with the services rendered (e.g. travelling or other expenses and, where applicable, any value added/turnover tax).
- Customer accepts invoices sent by electronic means.
- Additional expenses which are incurred by DNV in connection with the performance of the Work, and for which DNV is not responsible, for instance, as a result of poor organisation on the part of the Customer or of repetition of tests and extra time spent, will be charged separately at the respective current cost rates.
- 7.3 In case of late payments, DNV is, in addition to the remedies set forth in Clause 2.6, entitled to charge a late payment interest according to the applicable law of this Contract, or 8% per annum pro rata, whichever is the higher.
- 7.4 All payments shall, subject to Clause 7.5, be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.
- 7.5 If and to the extent Customer has to withhold taxes or other government charges according to mandatory laws, Customer shall withhold and deduct such amounts from payments to DNV

and pay the amount to the competent tax authority or any other relevant governmental body, as the case may be, within the time allowed and in the minimum amount required by law. Customer shall indemnify and hold DNV harmless from any and all financial responsibility or sums found to be due arising out of the non-payment, late-payment or payment to the non-competent tax authority or any relevant governmental body.

Customer shall inform DNV about such withholding, any change in the rate or the basis of the withholding and the availability of any formal procedure resulting in an authorisation to make a payment without a withholding prior to making the payment. Customer and DNV shall co-operate in completing any procedural formalities necessary for the Customer to obtain authorisation to make payment without a withholding.

Within ten days of making either the withholding or any payment required in connection with that withholding, the Customer shall deliver to DNV a withholding tax certificate, official receipt or evidence reasonably satisfactory to DNV that payment has been made to the competent tax authority or any other competent governmental body. Customer shall cooperate with DNV and shall use reasonable efforts, at no cost to DNV, in seeking any double tax treaty relief, other exemptions and refunds available following from such withholdings.

- 7.6 Section 7.1 to 7.5 shall apply accordingly in case an Affiliate provides the Work.
- 7.7 No disputes arising between DNV and the Customer shall interfere with prompt payment of invoices by the Customer. Any rights of lien or retention in favour of the Customer, statutory or otherwise, are hereby excluded. The Customer shall have no right to set-off any sums including sums in respect of counter-claims, unless such counter-claim is undisputed or has been finally adjudicated upon by the courts.
- 8 Confidentiality**
- 8.1 Each party as recipient agrees to keep confidential any information it receives from the other party as disclosing party in the course of the Contract which, by denotation or reasonable circumstances, is considered confidential to the disclosing party. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that each party may share such information with its officers, employees, affiliates, subsidiaries, subcontractors, suppliers or professional advisors who are subject to confidentiality obligations reflecting the principles herein.
- 8.2 The obligations set forth in Clause 8.1 shall not apply to any information which: (i) is or becomes known to the recipient from a third party without any confidentiality obligation to the disclosing party; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; (iii) has demonstrably been developed by the recipient independently from this Contract; (iv) is requested to be disclosed by any competent court, governmental agency, flag state administration, other relevant public authority in accordance with applicable law, court order or other public regulation; (v) is disclosed to the registered owner and/or ultimate owning company of a vessel without changing the general nature of confidentiality of such information if such information is vessel-related or (vi) is required to be disclosed by the applicable stipulations of the International Association of Classification Societies (IACS).
- 8.3 Customer acknowledges that DNV is bound by an obligation to give the EU Commission or anyone acting on its behalf, access to information in accordance with applicable EU requirements, and that Customer shall give the EU Commission unrestricted access to ships for the purpose of inspection.
- 8.4 DNV Group shall have the right to use for statistical, analytical and Internal training purposes, any material, information or know-how generated in the course of the Work.
- 8.5 The obligations in this section shall survive the completion of the Work or termination of this Contract and shall continue for as long as the relevant information remains confidential.
- 9 Assignment and Subcontracting**
- 9.1 This Contract, including any Deliverable issued as a result hereof, is specifically related to the Customer and no rights, obligations, interest, claim, benefit or Deliverable deriving here from shall extend to any other (third) party without the prior written consent of DNV. Customer is not entitled to grant to any third party any right of use in respect of any Deliverable without the prior written consent of DNV. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.



- 9.2 DNV may at its discretion subcontract parts of or the whole of the Work to any other company within the DNV Group. The DNV Group shall have the benefit of, and shall be entitled to enforce against the Customer the rights, exclusions, limitations of liability and indemnities set out in the Contract.
- 9.3 DNV is only responsible for the Work it has performed directly or through its subcontractors.
- 10 Intellectual Property Rights**
- 10.1 For the purpose of this Contract, each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Contract and, except as explicitly set out in this Contract, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights thereto.
- 10.2 Customer shall hold a restricted, global and royalty free license to use the Deliverables or the results of the Work for their agreed or ordinary purpose, including the right to use any valid certificates or similar documents in accordance with the applicable requirements.
- 10.3 Subject to the confidentiality obligations set out in Clause 8 above, all intellectual property rights in the information and data created in connection with this Contract shall vest in DNV. In particular, DNV shall hold the copyright to all certificates and similar documents issued under this Contract. Nothing herein shall be deemed to limit DNV Group rights according to Clause 8.4.
- 10.4 The Customer warrants that it holds all necessary rights to material and information submitted for the purpose of the Work. The Customer shall indemnify and hold harmless DNV from any Claim DNV might suffer or receive as a consequence of any infringement of third party rights.
- 10.5 DNV is continuously improving its services to the industry to safeguard life, property and the environment. The customer acknowledges that DNV shall hold a right to use and process any information, data or databases generated or collected throughout the Work in an anonymized form, for its own competence building, research or business purposes.
- 11 Force Majeure**
- 11.1 Neither party shall be in breach of this Contract, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of the affected party, including but not limited to armed conflict, terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructure, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence.
- 11.2 In the event of a force majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation and the estimated duration. Either party shall be entitled to terminate the Contract with immediate effect should the force majeure occurrence endure for more than thirty (30) days.
- 12 Indemnifications**
- 12.1 Each party shall indemnify and hold harmless the other party from and against all Claims arising while carrying out the Work in respect of: (i) bodily injury, sickness, disease, or death of any of its employees or other representatives; and (ii) loss of or damage to the party's property. This provision shall apply whether or not the Claim is caused or contributed to by the negligence of the other party. Both parties shall maintain insurances for such liabilities, cf. Clause 14, to make this knock-for-knock provision effective.
- 12.2 The Work including any advice and information provided by DNV to the Customer as a part of the Work, shall be for the Customer only. The Customer shall ensure that any other member of the Customer Group and/or any third party is aware that the Work is intended for the Customer only and it is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the signatories hereto any right, remedy or claim hereunder or under any provisions herein contained. The Customer shall indemnify and hold harmless the DNV Group from and against Claims brought by the Customer Group (other than the Customer) in connection with the Work or any advice and information, in whatever form it may be given, which has been provided by DNV to the Customer.
- 12.3 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the DNV Group from and against all Claims in respect of pollution or contamination emanating from the assets, equipment, facilities or property of Customer Group whether owned, hired, leased or otherwise provided by the Customer Group and arising from, relating to or in connection with the performance or non-performance of the Work, irrespective of cause and whether or not resulting from or contributed to by any negligence, breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability of any member of the DNV Group.
- 12.4 Customer shall indemnify and hold harmless DNV from and against any Claims in respect of: (i) Customer's breach of Section 3 (General Obligations); (ii) any abuse of the Deliverable Issued under this Contract.
- 12.5 The Customer's obligations to indemnify DNV Group set out above in Clause 12.2, 12.3 and 12.4, shall apply in respect of any Claims regardless whether such Claims against DNV Group are based on breach of contract, direct action, breach of duty (statutory or otherwise), tort (including negligence), "information liability", strict liability or otherwise, except if and to the extent such Claims are caused by DNV's (i) act or omission with the intent to cause damage or injury; (ii) act or omission in gross disregard of a known or obvious risk which made it highly probable that harm would follow.
- 12.6 Each party shall notify the other party without undue delay upon becoming aware of any incident likely to give rise to a Claim against the other party in relation to this Contract.
- 12.7 The Customer agrees that any Claim with respect to the Work shall be brought solely against DNV, and the Customer shall indemnify and hold harmless DNV Group from any Claim brought against DNV Group by any other party as a consequence of the Customer's breach of this Clause 12.7.
- 13 Limitation of Liability**
- 13.1 Except for the re-performance of the Work as provided in Clause 6 and DNV's indemnification obligations set out in Clause 12.1 above, DNV shall not be liable for any Claim incurred by Customer and/or Customer Group arising from, relating to or in connection with the performance or non-performance of the Work by DNV, whether or not resulting from or contributed to by any negligence (in whatever form on whatever organisation level), breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability of any member of the DNV Group, except to the extent set out below.
- DNV's liability for all Claims arising out of or in connection with this Contract shall be limited to an aggregate total of 10 (ten) times the net fees (excluding any expenses and disbursements) payable to DNV for the Work, never exceeding a maximum aggregate sum of USD 4 (four) million.
- In case the Customer pays the fees periodically, e.g. under a Periodical Service Agreement or similar fee arrangement, DNV's liability for all Claims arising out of or in connection with this Contract shall be limited to an aggregate total of 10 (ten) times the annual net fee (excluding any expenses or disbursements), never exceeding a maximum aggregate sum of USD 4 (four) million.
- 13.2 Any limitations and exclusions of DNV's liability shall extend to: (i) the other members of the DNV Group; and (ii) the relevant maritime administration of a vessel's country of registry (the "Flag Administration") for any services provided hereunder on behalf of such Flag Administration, and the Customer accepts that the other members of the DNV Group and the Flag Administration shall be entitled to invoke such limitations and exclusions of liability directly towards any Claim from the Customer Group.
- 13.3 Notwithstanding any provision to the contrary elsewhere in these General Terms and Conditions and irrespective of cause and whether or not resulting from or contributed to by any negligence (whatsoever degree and whatsoever organisation level), breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability, the Customer shall be responsible for and shall save, indemnify, defend and hold harmless the DNV Group from the Customer Group's own Consequential Loss and DNV shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from the DNV Group's own Consequential Loss.
- 13.4 Neither party excludes or limits any liability which cannot be excluded or limited by the applicable mandatory law.
- 13.5 Any Claim against DNV Group by the Customer shall be deemed to be irrevocably waived and time barred upon the expiry of twelve (12) months from the date of completion of the relevant Work.
- A later issuance of class certificate or confirmation of vessel being in class shall not result in the commencement of a new one year's time bar period, except for services provided in addition to the initial Work.



#### 14 Insurance

- 14.1 Both parties shall maintain adequate insurance coverage covering their respective business activities and their relevant personnel under the Contract, for such amounts and on such terms as are standard in their respective industries and with underwriters who are in good standing. Such insurances shall contain a waiver of subrogation.

#### 15 Fair Business Practice, Anti-bribery and Compliance

- 15.1 The parties shall conduct their respective business activities in a fair, ethical, and lawful manner in accordance with all applicable laws and generally accepted codes of conduct (including but not limited to the DNV code of conduct), avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labour, breach of human rights, or the imposition of unreasonable work conditions.
- 15.2 Customer shall indemnify and hold harmless DNV from any breach of Clause 15.1.
- 15.3 Both parties may terminate this Contract with immediate effect, without any liability or penalties, if a member of DNV Group or Customer Group are or become subject to sanctions or penalties imposed by a national government, the United Nations, the European Union or similar organisations related to the Work which is provided hereunder, or if the Work could be considered to be illegal or in conflict with applicable law for the respective party, its subcontractors and/or its subcontractor's parent companies.

#### 16 Term and Termination

- 16.1 This Contract shall remain in full force and effect until all Deliverables are delivered, or the Work is otherwise completed and paid for in full unless terminated earlier by mutual agreement or in accordance with Clause 15.3 or Clause 16.2 below.
- 16.2 Each party may terminate this Contract by written notice to the other party under the following circumstances:
- (i) if the other party commits a material breach of this Contract and fails to rectify such breach within 10 (ten) working days after receipt of the other party's written notice;
  - (ii) if the other party becomes insolvent, is unable to pay its debts as they fall due, or is subject to bankruptcy proceedings, administration, receivership, dissolution, liquidation, winding-up or otherwise discontinues its business; or
  - (iii) for convenience after serving the other party a written notice 30 (thirty) days prior to termination.
- 16.3 In the event the Contract is terminated by the Customer in accordance with 16.2 (iii) prior to completion of the Work, irrespective of cause, DNV shall be entitled to: (i) the agreed remuneration for the Work rendered up to the date of termination; (ii) all costs incurred by DNV up to and including the termination date; and (iii) 10% of the remuneration agreed in respect of Work which has not been provided. In the event of termination, DNV shall be entitled to retain any payment, deposit or advance of any fees made by the Customer prior to the date of termination up to the amount to which DNV is entitled.
- 16.4 In the event of termination of the Contract, the rights and obligations of DNV and the Customer included in Clauses 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 17 and 18 shall remain in full force and effect.

#### 17 Law and Jurisdiction

- 17.1 This Contract shall be governed by and construed exclusively in accordance with the laws of Norway, without regard to principles of conflicts of law.
- 17.2 The parties shall use their reasonable efforts to resolve any claim or dispute arising in relation to this Contract by negotiations within a reasonable time. Should the parties fail to resolve any claim or dispute by negotiations, the dispute shall be exclusively subject to the jurisdiction of the courts of Oslo, Norway.

#### 18 Severability

- 18.1 Should any provision of these General Terms and Conditions be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of these General Terms and Conditions. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision.

**Attachment 1****Requirements for submitting electronic documentation to DNV Customer Portal****1. General terms**

- 1.1 This attachment only applies to Customers accessing the DNV customer portal and using the application to exchange digital documents.

**2. Getting access to DNV Customer Portal**

- 2.1. When the short form agreement is signed and the Customer agrees to use DNV Customer Portal, the Client will be provided with access, a username and a password to DNV Customer Portal.
- 2.2 The username and password gives the Customer access to several digital services. The Company Administration service allows the Customer to change password and update the Customer's own e mail address. It also allows the Customer to create individual user accounts.
- 2.3 DNV Customer Portal shall be used for production purposes only, not for training purposes.

**3. Logging into DNV Customer Portal**

- 3.1. The digital services can be accessed at the following internet address: <https://www.dnv.com/>  
The Customer shall select DNV Customer Portal and log in with provided username and password. Now the Customer is logged into DNV Customer Portal.
- 3.2. Further detailed description on how to use the digital services can be found in the "User guide for DNV Customer Portal Maritime Services" at DNV Customer Portal.

**4. Submitting documents through DNV Customer Portal**

- 4.1 The Customer shall select the "Upload technical documents" application to access his projects and to upload technical documents. No submittal by email will be accepted.
- 4.2 Electronic files submitted to DNV will be regarded as "documents" and/or documentation as mentioned in the DNV Rules.
- 4.3 The Customer shall submit the documents requested by DNV in the agreed format and at the agreed time. The Customer shall furnish DNV with all other relevant information required.
- 4.4 The Customer warrants that they have intellectual proprietary rights to all documents sent to DNV and that the Customer will indemnify and hold DNV harmless from any and all loss or claim DNV might suffer or receive as a consequence of a breach of said warranty.
- 4.5 DNV shall review and approve the documents submitted electronically in accordance with the DNV Rules. Approved documents will be identified, marked and stamped electronically. All documentation concerning the approval will be issued electronically.
- 4.6 In case documents cannot be approved, DNV shall inform the Customer without undue delay.
- 4.7 Review of paper versions of the same document submitted electronically will be charged as additional work.
- 4.8 Documents received for information only will be identified with an electronic mark stating RECEIVED FOR INFORMATION ONLY (or similar) and are not to be considered approved.
- 4.9 DNV will, subject to the terms and conditions for access, ensure that approved documents are available for the duration of the project (e.g. the delivery date of the Vessel) for which the deliverable is intended.

**5. Organisation of submitted documents**

- 5.1. The documentation submitted shall cover the information requested through the documentation requirements and any information in excess should be avoided.
- 5.2. A document may cover more than one documentation requirement. A documentation requirement may be covered by more than one submitted document.

**6. Digital Documentation Format**

- 6.1. Digital documentation shall fulfil these requirements:
- Documents shall be submitted in PDF format. Other formats may only be submitted provided that (i) the file formats are supported by DNV's production system and (ii) DNV has accepted the use of such format.
  - Documents shall be in plain PDF format. PDF files with special features may only be submitted provided that (i) the special features are supported by DNV's production system and (ii) DNV has accepted the use of such special features.
  - Documents shall be in monochrome (black and white) unless otherwise required or necessary for the readability. Documentation in colour will not get approval comments marked on the documentation.
  - Documents shall be saved in the same size as the paper size of the documentation. This means that if the paper size of the documentation is A0, then the size of the documentation in electronic format shall also be A0.
  - No line shall be displayed outside documentation frame. Documents shall include line thickness in plot file.
  - Prior to submitting files, the Customer shall check that documentation sent for approval is accurately portrayed when viewed.



- g) Prior to submitting files, the Customer shall upload the Customer's documents list using the application in DNV Customer Portal to enable DNV to create mappings between the Customer's documents and the DNV Document Requirements.

**7. Access to submitted documents**

- 7.1. The Customer has status as Administrator of its account and may create and delete individual user accounts for sub-users, such as employees, subcontractors, shipowner etc. It is the Customer's responsibility to keep informed of the possibilities (or lack of such) to limit an individual user's access to view and download Customer documents stored and to make use of the available possibilities to restrict access whenever the Customer deems this necessary. It is the Customer's responsibility to implement such contractual restrictions on the individual users as the Customer considers required, based on the relevant access rights the Customer has provided to the various individual users.
- 7.2. As of today there are limited possibilities to put restrictions on which documents an individual user may see. This means that if a subcontractor gets an individual user account on the Customer's DNV Customer Portal subscription, the subcontractor will be able to see (and download a copy of) all documentation the Customer (including sub-users) has uploaded on DNV Customer Portal, unless the Customer restricts access for an individual user to documents submitted under a specific project number.
- 7.3 All user accounts shall only be used in connection with the approval of plans performed electronically.
- 7.4 The Customer shall indemnify and hold DNV harmless from any and all loss or claim DNV may suffer or receive related to Administrators', users' or sub-users' use of the eApproval service.