

**IF NOT OTHERWISE AGREED BY THE PARTIES IN WRITING, THE FOLLOWING TERMS AND  
CONDITIONS SHALL APPLY.**

# **INTEGRITY MANAGEMENT SUPPORT**

## **GENERAL TERMS AND CONDITIONS**

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**DEFINITIONS**

The terms defined under this clause will include the singular and the plural as the context requires.

**“Acceptance”** shall mean written acceptance of the Proposal by the Company.

**“Affiliates”** shall mean with respect to ROSEN: (1) ROSEN Swiss AG; (2) any legal entity directly or indirectly controlled by ROSEN Swiss AG.

**“AIMS”** shall mean Asset Integrity Management Support.

**“COMPANY”** shall mean the person, company or organization engaging ROSEN and will include Company's legal representatives, successors, agents and assignees.

**“Conclusion of Contract”** shall mean, if:

- a) the COMPANY accepts the Proposal in written form within the term stated in the Proposal. If the COMPANY adds any amendments to the Proposal, the Contract is concluded with the written acceptance by ROSEN, or
- b) the Parties agree to a separate agreement containing all relevant information for the specific services to this Terms and Conditions.

**“Contract”** or **“Agreement”** shall mean the Proposal, these Terms and Conditions and Company's acceptance and all Contract Documents and amendments issued subsequent thereto.

**“Contract Documents”** shall mean the Service Agreement, the Scope of Service, the Appendices referred to in each of the documents, the Minutes of Meetings, if any, the Confidentiality Letter and any amendments executed after the Effective Date of the Service Agreement.

**“Contract Price”** shall mean the sum agreed for the Services and/or Support in a Contract Document.

**“Intellectual Property(IP)”** or **“Intellectual Property Rights”** shall mean any and all intellectual property of whatever nature and in whatever form (including, but not limited to, inventions, patents, trademarks, registered designs, rights in domain names, pending applications for any of the foregoing, trade and business names, brand names, unregistered trademarks, unregistered designs and rights in designs, copyright and rights in the nature of copyright, database rights, moral rights, performers rights, rights in know-how, trade secrets and confidential information and all other similar or equivalent industrial, intellectual or commercial rights or property) subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licenses, consents, orders, statutes or otherwise in relation to any of the foregoing.

**“Party(s)”** shall mean the Company and/or ROSEN depending on the case.

**“Proposal”** shall mean the document(s) comprising ROSEN's offer to carry out the Services.

**“Results”** shall mean any reports, written advice, opinions or other documents, or any software, hardware or any other product, materials or other deliverables stated in the Proposal as to be developed by ROSEN and supplied to the Company under the Contract.

**“ROSEN”** shall mean all members of the ROSEN Group, all employees of the ROSEN Group and all ROSEN related companies, its Affiliates, successors and permitted assignees.

**“Services”** shall mean the work or services to be provided as detailed in the Proposal.

**“Third Party”** is a person who is not a Party to the Contract or Agreement, but who might be affected by it in any way.

## 2 SCOPE AND PERFORMANCE

The kind and scope of services rendered by ROSEN are based on the relevant agreements concluded, subject to the rules applicable at the time of Services, unless otherwise provided by separate express agreements. It is the COMPANY's obligation to ensure that the Services of ROSEN can be rendered smoothly and without delay. Any information, drawings, etc. required for performance of the functions and activities of ROSEN must be made available in due time.

## 3 PRECEDENCE OF DOCUMENTS

In the event of any conflicts between the Contract Documents, the Proposal shall have precedence over any other document referred to in the Contract.

## 4 VALIDITY PERIOD OF PROPOSALS

Proposals expire at the end of the validity period stated in such Proposal, or in the event no validity period is indicated, at the end of thirty (30) days from the date of the Proposal, unless otherwise extended in writing by ROSEN.

## 5 PAYMENT

COMPANY will be obliged to pay ROSEN the Contract Price (plus any applicable sales tax) as consideration for carrying out the Services listed in the Proposal. Payment will be made within thirty (30) days on receipt of ROSEN's invoice. ROSEN will invoice on a monthly basis in respect of work done in the previous month.

COMPANY will bear the cost of all taxes or duties and other fiscal charges which become due on the Contract Price (as charged and invoiced to the COMPANY under the Contract) and will reimburse ROSEN penalties, liabilities and expenses (including but not limited to legal expenses) incurred by ROSEN to the same.

COMPANY will, unless otherwise specified in the Contract, make payments in EURO.

If COMPANY fails to pay any monies due then any outstanding amount shall bear interest from the date such amount was due until that amount is paid at a rate of 2% (two percent) above the actual bank discount rate per month.

## 6 WARRANTY

ROSEN WARRANTS THAT THE SERVICES AND RESULTS PROVIDED HEREUNDER WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, WITH THE LEVEL OF CARE, SKILL AND KNOWLEDGE REQUIRED OR REASONABLY EXPECTED OF FIRMS OR PERSONS PERFORMING COMPARABLE SERVICES.

HOWEVER, ROSEN GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR PURPOSE OR SUITABILITY OF ANY PROVIDED RESULT OR PREDICTION. ROSEN DOES NOT WARRANT AND DISCLAIMS THAT THE RESULTS OR PREDICTIONS WILL MEET COMPANY'S NEEDS.

## 7 LIABILITY

ROSEN, ITS EMPLOYEES AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY FORCE MAJEURE EVENTS, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ACTS OF COMPANY OR ARISING OUT OF THE USE OF ANY RESULTS OR PREDICTIONS OR INABILITY TO USE THE RESULTS OR PREDICTIONS.

ROSEN, ITS EMPLOYEES AND ITS AFFILIATE'S LIABILITY FOR ANY DAMAGES ARISING OUT OF CARDINAL OBLIGATIONS, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ACTS

OF ROSEN, INJURY OR DEATH OF ANY PERSON AND AGREED GUARANTEES SHALL NOT BE AFFECTED BY THE ABOVE MENTIONED.

ROSEN, ITS EMPLOYEES AND ITS AFFILIATE'S LIABILITY ARISING OUT OF ANY BREACH OF ITS CARDINAL OBLIGATIONS SHALL BE LIMITED TO THE TYPICAL FOR THE CONTRACT FORESEEABLE DAMAGES IF ROSEN ACTED IN SLIGHT NEGLIGENCE. CARDINAL OBLIGATIONS SHALL MEAN THE OBLIGATIONS WHOSE FULFILLMENT MAKES THE CORRECT EXECUTION OF THE CONTRACT POSSIBLE AND ON WHOSE COMPLIANCE THE SIGNATORY CAN TRUST REGULARLY.

## **8 INDEMNIFICATION**

COMPANY AGREES TO SAVE, PROTECT, DEFEND, INDEMNIFY AND HOLD ROSEN AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES, JUDGMENTS, AWARDS, SETTLEMENTS, EXPENSES OR LOSSES, INCLUDING COSTS OF LITIGATION AND REASONABLE ATTORNEY'S FEES, ARISING FROM ANY THIRD PARTY CLAIM FOR WHICH THE COMPANY IS LIABLE OR RESPONSIBLE OR ARISING AS A RESULT OF A BREACH OF THIS AGREEMENT BY COMPANY.

ROSEN SHALL PROMPTLY NOTIFY COMPANY OF ALL SUCH CLAIMS. ROSEN, AT ITS OPTION, MAY CONTROL THE DEFENSE OF ANY CLAIM SUBJECT TO THE FOREGOING INDEMNITY AND COMPANY WILL COOPERATE WITH ROSEN IN SUCH DEFENSE IN ALL REASONABLE RESPECTS, AT NO COST TO ROSEN. COMPANY SHALL PAY TO ROSEN ANY SUMS DUE UNDER THIS CLAUSE WITHIN THIRTY (30) DAYS OF WRITTEN NOTICE BY ROSEN.

IN NO EVENT SHALL COMPANY SETTLE ANY SUCH THIRD PARTY CLAIM BY MAKING AN AGREEMENT WHICH WOULD CAUSE ROSEN TO LOSE ANY RIGHTS UNDER THIS AGREEMENT.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS ROSEN IN RESPECT OF ANY CLAIM RELATED TO, ARISING FROM, OR CONNECTED WITH THE USE OF THE RESULTS (OR ANYTHING DERIVED THERE FROM) BY COMPANY OR ANY THIRD PARTY RECEIVING RESULTS FROM COMPANY.

THIS CLAUSE EIGHT (8) SHALL NOT APPLY TO DAMAGES OR EVENTS WHERE ROSEN, ITS EMPLOYEES OR AFFILIATES ARE LIABLE FOR AS DEFINED UNDER CLAUSE SEVEN (7) OF THIS AGREEMENT.

## **9 INSURANCES**

Each Party will maintain insurance adequate to cover its liabilities under the Contract and to fulfil any requirements of local government or other appropriate bodies and shall obtain from its underwriters a waiver of all rights of subrogation against the other, endorsed upon all such policies of insurance.

## **10 OWNERSHIP OF DOCUMENTS AND RESULTS**

The Results shall be supplied to the COMPANY upon completion of the Services or at such other time as stated in the Contract or agreed by written agreement between the Parties.

Subject to the clause regarding Intellectual Property Rights of this General Terms and Conditions, ownership of the Results shall not pass to the COMPANY until the Contract Price is paid in full but the risk in the Results shall be borne by the COMPANY from the date of delivery by ROSEN or its agents to the COMPANY.

Any other materials submitted to the COMPANY shall remain the property of ROSEN and the COMPANY shall not deal, dispose, disclose, destroy or otherwise treat such materials in a manner inconsistent with ROSEN's ownership of the same. Subject to this clause, on completion of the Services or the earlier termination of the Contract the Parties shall return, upon request, any materials of the other which the receiving Party has obtained under the Contract.

Any materials covered by the provisions of the foregoing shall be treated as confidential information and shall be subject to any duty of confidentiality for the purposes of the clause regarding Confidentiality of this General Terms and Conditions.

## 11 CONFIDENTIALITY

"Confidential Information" shall mean any and all information in the broadest sense in whatever form or medium, (including but not limited to documentary, electronic or oral information), which is disclosed by or relates to either Party ("Discloser") and is received or obtained by the other Party ("Recipient") in connection with this General Terms and Conditions or otherwise. Such information includes, but is not limited to, all information which relates to past, present, and future research, development and business activities of either Party, and the systems, procedures, algorithms, and data (including those contained in either Party's electronic databases) which are related to these activities, information related to the operations, planning, control, design and marketing of the relevant Party's business interests and products, any information which affects publicly held securities, and any other information about its business affairs which the relevant Party deems to be confidential or proprietary. With respect to ROSEN the term "Confidential Information" shall also include confidential information of any and all of ROSEN's Affiliates.

Each Party will keep confidential any information disclosed by the other Party in respect of the Services and will neither use the same for any other than for the purpose of performing the Services nor disclose the same to any third party (other than the other Party's own personnel to whom disclosure is necessary in the provision of the Services) without the prior written approval of the other Party. Information means any and all technical, commercial and financial Information consistent with the purpose described above that is disclosed to the other Party under this Contract in oral, written, graphic, digital and/or sample form, including the execution of the Contract itself, in order to achieve the purpose of the cooperation.

The foregoing restrictions on disclosure and use of information will not apply to the information which

- is or becomes part of the public domain otherwise than by a breach of this clause at the time of or after disclosure, or
- can be proven by recipient to have been in his possession prior to disclosure; or
- will lawfully become available from a source having the right to disclose the same; or
- can be proven by recipient to have been developed by or for the recipient at any time independently from the information disclosed to it by the disclosing Party.

Any noncompliance by COMPANY with any provisions of this clause shall constitute a material breach of this General Terms and Conditions and ROSEN may, upon written notice, immediately terminate this General Terms and Conditions and any other Contract Documents without any liability whatsoever to COMPANY.

If recipient receives such a request to disclose such Confidential Information by a judicial, legislative or administrative body recipient will provide prompt written notice of such requirement to the other Party.

This clause shall survive any termination or expiration of the Contract. It will expire fifteen (15) years after expiration or termination date of the Contract.

## 12 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights owned by each Party prior to the commencement date of the Contract or developed outside the scope of the Contract will continue to be the sole property of that Party.

All Intellectual Property Rights contained in any Results will vest and remain vested in ROSEN.

ROSEN will grant to COMPANY, a nonexclusive, non-transferable royalty free license to use the Intellectual Property Rights within its own business operations, where such Intellectual Property Rights either:

- a) must, out of necessity, be incorporated into the Results, or
- b) needs to be licensed to the COMPANY in order to enable the COMPANY to possess and use the Results or any part provided however that such right to use ROSEN's Intellectual Property Rights shall not extend to any Intellectual Property Rights that ROSEN has specifically stated (prior to disclosure) not to fall within the remit of this clause. However, ROSEN may offer to make Intellectual Property Rights available to COMPANY (subject to any pre-existing third party rights) on the basis of a formal license agreement, the terms and price to be agreed as and if necessary.

**13            TERMINATION**

Each Party may give notice in writing to the other Party within fourteen (14) days, requiring remedy of any breach of Contract. If such breach has not been remedied within fourteen (14) days after giving written notice, the aggrieved Party may terminate the Contract forthwith by notice in writing to the defaulting Party.

**14            ASSIGNMENT AND SUBCONTRACTING**

Neither Party shall assign the Contract, in whole or in part, without the prior written consent of the other, but such consent shall not be unreasonably withheld.

ROSEN is entitled to subcontract or/and assign work, and/or parts thereof, under the Contract to its Affiliates. In this case Rosen will give COMPANY a written notice.

**15            FORCE MAJEURE**

ROSEN will be absolved and excused from ROSEN's obligations under the contract to the full extent if ROSEN's performance is delayed or prevented by any condition or occurrence whatsoever that is beyond ROSEN's control including without limitation acts of God, fires, explosions, epidemics, nuclear reactions, earthquakes, acts of public or foreign enemies, civil disturbances, war and hostilities (whether war is declared or not), invasions, blockades, insurrections, rebellion, revolutions, riots, acts of terrorism, strikes, commotions, disorders, lockouts or other industrial disturbances, embargoes, restraints or prohibitions or orders or regulations by any court, board, department, commission or agency of a state or country, any arrests or restraints.

**16            GOVERNING LAW**

(IF NOT OTHERWISE AGREED BY THE PARTIES IN WRITING, THE FOLLOWING PARAGRAPH SHALL APPLY.)

This General Terms and Conditions or any other Contract Documents shall be governed by and construed in accordance with German Law. Any dispute arising under or in connection with this General Terms and Conditions or any other Contract Documents shall be subject to the exclusive jurisdiction of German Courts.

**17            NOTICE**

Any notice to be given under the Contract will be in writing and in English and needs to be duly signed by hand, facsimiled or registered mail to the Party, to which it is required to be given.

**18 VARIATIONS**

COMPANY may request ROSEN to alter, add, omit or otherwise vary the Services, and ROSEN shall respond to any such request in a timely manner and provide COMPANY with information on any changes to the Contract Price, timing of the Results or other terms of the Contract related to such request.

**19 PUBLICITY**

Each Party shall obtain the written approval of the Party prior to issuing publicity releases or announcements relating to ROSEN's activities under the Agreement, which approval shall not be unreasonably withheld.

**20 ACCESS / SAFETY**

ROSEN shall afford COMPANY reasonable access to witness Services carried out at ROSEN's premises together with any other persons nominated by COMPANY and approved by ROSEN. Such visitors shall comply with the prevailing safety rules and regulations in operation at ROSEN's premises.

Any other persons, e.g. subcontractors, afforded access by ROSEN may be required to enter into a Confidentiality Agreement with ROSEN in this regard.

**21 MISCELLANEOUS**

This General Terms and Conditions constitutes the complete and exclusive understanding and agreement between ROSEN and COMPANY relating to the subject matter hereof and with the exception of the Non-Disclosure-Agreement, supersedes all prior or contemporaneous understandings, agreements, and communications, and/or advertising with respect to such subject matter. The headings of the paragraphs are for convenience only and in no way limit or affect the provisions hereof.

This General Terms and Conditions cannot be amended, modified, or waived, unless done so in writing and signed by ROSEN. If any provision of this General Terms and Conditions is held unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect the intent of the parties, and the remainder of this General Terms and Conditions shall continue in full force and effect.