

GENERAL TERMS AND CONDITIONS
SECTION A – GENERAL TERMS
1. CONTRACT AND DEFINITIONS

1.1 These General Terms and Conditions for Swire Energy Services A/S (the “General Terms” which shall include all sections set out herein) shall apply to the Purchase Order in which they are referenced or attached to (jointly referred to as the “Contract”).

1.1.1 These General Terms shall apply exclusively. Differing or contrary terms of Employer Group shall not apply except if expressly agreed upon in writing by Contractor.

1.1.2 These General Terms shall also govern all future transactions between the parties and shall also apply if Contractor Group performs Works despite Contractor’s knowledge of differing or contrary terms.

1.2 The following definitions and rules of interpretation apply to the Contract, unless the context explicitly requires otherwise:

1.2.1 “**Affiliate**” means any legal person who is within the same group of companies as a Party, i.e. any company directly or indirectly (through strings of control) controlling, controlled by or under common control with that Party. For the sake of this definition, Affiliate shall include any legal persons within the meaning of § 15 AktG (German Stock Corporation Act as amended from time to time).

1.2.2 “**Applicable Laws**” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority applicable to the Works.

1.2.3 “**Confidential Information**” means information that ought to be considered as confidential (however, it is

conveyed or on whatever media it is stored) and may include information whose disclosure would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of any Party and all personal data and sensitive personal data within the meaning of the applicable General Data Protection Regulation and the Danish and German Data Protection Act.

1.2.4 “**Contract**” has the meaning given to it in Sub-Clause 1.1.

1.2.5 “**Contract Price**” means the price agreed by the Parties plus any adjustments in accordance with the Contract (e.g. Variations).

1.2.6 “**Contractor**” means the selling entity as set out in the Purchase Order.

1.2.7 “**Contractor Group**” means the Contractor and its Affiliates, its and their subcontractors of any tier and for all of the foregoing, its and their partners, co-venturers, joint-venturers, Affiliates, vendors, agents, representatives, directors, officers and employees (including agency personnel), but not the Employer and its Affiliates, its and their contractors and subcontractors of any tier and for all of the foregoing, its and their partners, co-venturers, joint-venturers, Affiliates, vendors, agents, representatives, directors, officers and employees (including agency personnel).

1.2.8 “**Contractor’s Representative**” means the person appointed from time to time by the Contractor to act on behalf of the Contractor as the sole point of contact.



- 1.2.9 **“Employer”** means the buying entity as set out in the Purchase Order.
- 1.2.10 **“Employer Group”** means the Employer and its Affiliates, its and their contractors and subcontractors of any tier and for all of the foregoing, its and their partners, co-venturers, joint-venturers, Affiliates, vendors, agents, representatives, directors, officers and employees (including agency personnel), but shall not include any member of the Contractor Group
- 1.2.11 **“Employer Material”** means the documents and materials (whether owned by the Employer or a third party), which are provided by the Employer or by third parties on behalf of the Employer to the Contractor in connection with the Works.
- 1.2.12 **“Force Majeure Event”** means an exceptional event or circumstance which (i) is beyond the control of the affected Party; (ii) the affected Party could not reasonably have provided against prior to its occurrence; (iii) the affected Party could not reasonably have avoided or overcome the event or circumstance or its consequences upon its occurrence; and (iv) is not substantially attributable to the affected Party.
- 1.2.13 **“Good Industry Practice”** means the exercise of that degree of skill, diligence, care, safety and foresight and of such practices, procedures, standards, methods and acts, as applicable, as would be expected of a skilled, qualified and experienced member of the Contractor's profession undertaking works similar in scope and character to the Works.
- 1.2.14 **“Hardship Event”** means that a continued performance has become excessively burdensome because of an event or circumstance beyond a Party's control that the Party could not reasonably have been expected to have taken into account. The Hardship Event obligates the Parties to negotiate alternative contractual terms to allow for the consequences of the event reasonably.
- 1.2.15 **“Intellectual Property Right”** means any and all intellectual property rights including copyrights, patents, utility models, mask works, trademarks and service marks, design rights, database rights, software rights, rights in software code, analytical tools, methodologies, analytical results and reports, trade secrets, know-how, trade or business names and domain names and any other similar rights in any country and applications for any of the foregoing;
- 1.2.16 **“Key Personnel”** means the Contractor's personnel who are explicitly listed in the Contract to be part of performing the Works.
- 1.2.17 **“Manpower Services”** means Works where the Contractor provides manpower to the Employer in the form of Contractor's personnel and such personnel shall perform the Works in accordance with the Employer's work instructions, method statements or otherwise.
- 1.2.18 **“Programme”** means the programme or time schedule for the Works which may be adjusted in accordance with the Contract.
- 1.2.19 **“Project”** means the offshore windfarm or other location which the Works relate to.
- 1.2.20 **“Project Services”** means Works which are not Manpower Services.
- 1.2.21 **“Purchase Order”** means the purchase order or other main agreement entered into by the Parties for the Works.



1.2.22 **“Variation”** means a variation to the Works, including but not limited to increase or decrease in quantity, change in nature, quality, kind or execution, omission, including changes to the time of delivery or resulting from circumstances for which the Employer bears the risk or has control of, including events that were unforeseeable for the Contractor at the time of signing the Contract.

1.2.23 **“Works”** means the works to be carried out and undertaken by the Contractor (including the delivery of any goods) which are specified in the Contract.

1.3 The marginal words and other headings shall not be taken into consideration in the interpretation of the Contract.

1.4 The Parties agree that the legal principle generally known as the “contra proferentem” rule does not apply.

1.5 The following documents shall comprise the Contract:

- (a) The General Terms;
- (b) The Purchase Order; and
- (c) Any additional schedules to the Purchase Order.

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is a conflict or inconsistency in specific obligations and rights, then for the purposes of interpretation and unless otherwise agreed, the priority of the Contract documents shall be in accordance with the sequence set out in this Sub-Clause 1.5

2. **CONTRACTOR’S OBLIGATIONS**

2.1 The Contractor shall execute and complete the Works in accordance with the terms and conditions of this Contract and Good Industry Practice and shall remedy any defects in the Works in accordance with the Contract.

2.2 The Contractor shall repair, replace or rectify any part of the Works which is defective, except if such defect is caused by (i) wear and tear; (ii) storage, installation, use or maintenance not complying with the Contractor’s instructions or design parameters or Good Industry Practice; (iii) design or

specifications provided by the Employer; (iv) repair or alterations performed by anyone other than the Contractor; and/or (v) other matters that the Contractor is not be responsible for, including externally caused damage. The Contractor’s obligation under this Sub-Clause 2.2 shall cease 12 months after the completion of the Works.

2.3 If the Contractor’s obligations under Sub-Clause 2.2 is to be performed offshore, the Employer shall provide the offshore logistics, including transport of the Contractor Group personnel for such work. Further, if the remedial work is not critical, the Contractor is entitled to request the work to be carried out during scheduled maintenance of the Project.

2.4 The Contractor shall comply with such training requirements for Contractor’s personnel which are set out in the Contract. To the extent such training requirements are changed by the Employer during the term of the Contract and such changes are imposing additional cost on the Contractor, the Employer shall reimburse such resulting documented cost.

2.5 Unless agreed otherwise, all goods forming part of the Works which are delivered by the Contractor to the Employer are delivered Ex Works (EXW) in accordance with INCOTERMS 2020.

3. **EMPLOYER’S OBLIGATIONS**

3.1 The Employer shall give the Contractor right of and unrestricted access to, and possession of, the site where the Works are to be performed within such times as may be required to enable the Contractor to proceed in accordance with the Programme.

3.2 The Employer shall, if applicable, provide access to the Employer Materials and/or the Employer’s premises and data in accordance with the Programme or as may reasonably be requested by the Contractor for the purposes of the Works.

3.3 The Employer shall secure all required permits, licenses and approvals for the Project and the site, where the Works are to be performed, which are necessary for the Contractor to perform the Works.



4. **CONTRACTOR'S ORGANISATION**
- 4.1 The Contractor's Representative (or any replacement person notified to the Employer by the Contractor from time to time) is the person responsible for managing the performance of the Works on behalf of the Contractor and has full authority to act on the Contractor's behalf in connection with the Contract.
- 4.2 The Contractor shall:
- 4.2.1 use the Key Personnel in the performance of the Works;
- 4.2.2 inform the Employer of absence (or the anticipated absence) and the duration of absence of any of the Key Personnel, and if so required by the Employer, provide a suitably qualified and experienced replacement;
- 4.2.3 not unreasonably replace Key Personnel and seek to obtain the prior written approval of the Employer to any replacements for such individuals; and
- 4.2.4 ensure that all personnel involved in the provision of the Works have suitable skills, training, qualifications and experience to enable them to perform the tasks assigned to them.
- 4.3 If the Employer considers any person engaged by the Contractor for performance of the Works, is incompetent, negligent and/or their performance or conduct is unsatisfactory, the Employer shall give written notice to the Contractor detailing which person(s) and supporting particulars. The Contractor shall then have reasonable time to correct such behaviour and the Parties shall follow up in good faith. Following such period, if the Employer can provide documentation that such person has not improved sufficiently, the Employer may request such person to be replaced by giving written notice hereof to the Contractor. The Contractor shall then replace such person within reasonable time with a suitable and qualified replacement at no additional cost to the Employer.
5. **DELAY**
- 5.1 If the Contractor expects a delay in the delivery of the Works, the Contractor shall inform the Employer hereof, the reason for the delay, and provide an updated Contractor's time schedule.
- 5.2 If the reason for the delay is caused by circumstances for which the Employer bears the risk under the Contract or is due to a Variation, Clause 7 shall apply.
- 5.3 If the Employer has specified the number of Contractor's personnel to be part of the performance of the Works, the Employer may by notice request additional Contractor's personnel to the Works. If the Contractor can accommodate the request, the Contractor shall submit a Variation proposal in accordance with the Contract for the Employer's review.
6. **PAYMENT TERMS**
- 6.1 If a payment plan is specified in the Purchase Order, such payment plan shall apply for the Works. If no payment plan is specified, the following apply:
- 6.1.1 For Project Services, the Contractor shall be entitled to invoice once a month for any works and materials executed or delivered (in part or in whole) in conformity with the Contract.
- 6.1.2 For Manpower Services, at the end of each month, the Contractor shall submit a report containing the hours for each of the Contractor's personnel involved in the performance of the Works. The Employer shall respond within 5 business days if any objections to the report and if no such objection is received, the report shall be deemed approved. The Contractor may then submit an invoice to the Employer in accordance with the Contract.
- 6.2 Whenever entitled to under this Contract, the Contractor shall issue a valid VAT invoice to the Employer for the sums due in accordance with the Contract. Each invoice shall contain such information as may be notified by the Employer from time to time. The Employer shall pay such invoice within 30 days from receipt of a valid invoice in accordance with this Clause 6.
- 6.3 The Contract Price shall be paid in the currency set out in the Purchase Order.



- 6.4 Any amount expressed as payable to the Contractor under this Contract is exclusive of VAT unless stated otherwise.
- 6.5 If the Employer fails to pay an invoice when it falls due in accordance with this Clause 6, the Contractor shall be entitled to claim interest of 8% p.a. of the amount due.
- 6.6 The prices included in the Contract are fixed for a period of 12 months from the date of the Purchase Order, following which the prices will be index adjusted every 12 months, first time being 12 months after the date of the initial Purchase Order, and the index adjusted prices apply to all parts of the Works which are carried out after the date of the index adjustment. The prices are adjusted in accordance with the building or construction cost index that has been agreed in the Purchase Order or which – in the absence of such agreement – is considered relevant to the Works.
- 6.7 The Contractor shall pay any payroll taxes (including national insurance), insurances, personal taxes and social security contributions of individuals assigned to perform the Works and any other taxes or impositions of whatever nature imposed by the relevant authorities, with regards to the performance of the Works, and shall indemnify the Employer in respect of any such taxes, assessments or claims by the relevant authorities.
7. **VARIATIONS**
- 7.1 The Employer shall be entitled to request Variations to the Works (including to the Programme) prior to the completion of the Works. If so, the Contractor shall respond in writing within 28 days, either by giving reasons why it cannot comply (if this is the case) or by submitting a Variation proposal specifying the changes to the Works, the Programme, payment milestones and the Contract Price.
- 7.2 If the Employer wishes to accept the Variation proposal, the Employer shall give notice in writing to the Contractor within 5 business days from receipt of the Variation proposal.
- 7.3 The Contractor is entitled to carry out a Variation ordered, unless the Employer shows that there are special reasons for having others perform the Variation work.
- 7.4 If the Contractor finds that:
- (a) the Works cannot be performed in accordance with the Contract;
 - (b) circumstances have arisen which prevent the execution of the Works or make their execution difficult.
 - (c) circumstances have arisen that make the execution difficult, or which are likely to delay the completion of the Works, cause inconvenience to or inflict a loss to the Employer: or
 - (d) the Employer may incur liability towards third parties,
- the Contractor shall notify the Employer accordingly as soon as possible and then the Employer shall give instructions on how to proceed. Any such Employer's instruction shall be regarded as a request for Variation and Sub-Clause 7.1 shall apply.
- 7.5 If the Contractor considers itself entitled to additional payment or extension of time for completion of any milestones set out in the Programme, the Contractor shall give notice to the Employer within reasonable time after the Contractor became aware hereof and shall subsequently submit a Variation proposal in accordance with Sub-Clause 7.1. If the Employer does not accept the Variation proposal, Clause 16 shall apply.
8. **APPLICABLE LAWS AND HSE**
- 8.1 Each Party shall ensure that it, its personnel, agents, officers, consultants and all its sub-contractors (of any tier) engaged in or in connection with this Contract shall comply with all Applicable Laws, including specifically:
- 8.1.1 all applicable health and safety and environmental legislation; and
 - 8.1.2 all anti-corruption and anti-slavery and trafficking legislation.
- 8.2 The Parties shall collaborate in ensuring that (to the extent required for the Works) a risk assessment, including all elements of the Works has been conducted and that the Project, is risk assessed in accordance with Good Industry Practice prior to commencement and, where relevant, ensure that such risk assessments also have taken due considerations to the health and safety



of those not directly engaged in providing the Works, including members of the public and other contractors and sub-contractors, etc., and to environmental aspects and impacts of the work. To the extent that such risk assessments entail work that was unforeseeable for the Contractor when entering the Contract, such work shall constitute a Variation.

8.3 The Parties shall comply with all health and safety provisions set out in the Contract as well as all applicable health and safety regulations and the security requirements that apply at the site where the Works are to be performed.

9. **CONFIDENTIAL INFORMATION**

9.1 The Parties shall keep confidential all Confidential Information received by the other Party relating to this Contract or the Project and shall use best endeavours to prevent its employees and agents from making disclosure to any person of such Confidential Information, provided always that this obligation does not apply to:

9.1.1 any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under the Contract for the performance of those obligations.

9.1.2 any matter which a Party can demonstrate is already or becomes generally available in the public domain through other means than as a result of a breach of this Clause 9;

9.1.3 any disclosure required by legislation or law or any relevant stock exchange or other competent regulatory authority.

9.1.4 any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party; and

9.1.5 any provision of information to a Party's own professional advisers or insurance advisers.

9.2 The provisions of this Clause 9 shall survive 5 years from termination of the Contract or the Contractor's employment under the Contract.

10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 Each Party shall retain ownership of any Background IP relating to the Works and the Contract (including Employer Materials). For the purpose of this Clause 10, "Background IP" means Intellectual Property Rights pre-existing prior to entering into this Contract.

Each Party hereby grants the other Party non-exclusive, fully paid up, royalty-free, transferable license to use its Background IP for the purpose of completing the Works.

10.2 Each Party shall retain ownership of any Foreground IP relating to the Works and the Contract. For the purpose of this Clause 10, "Foreground IP" means Intellectual Property Rights developed by such Party under this Contract as part of performing the Works.

Each Party hereby grants the other Party non-exclusive, fully paid up, royalty-free, transferable license to use its Foreground IP for the purpose of completing the Works and operating the Project.

10.3 Each Party confirms that their Background IP and Foreground IP are free of rights of third parties and that the use of the licenses under this Clause 10 will not violate any third parties' Intellectual Property Rights. Each Party hereby agrees to indemnify and keep indemnified the other Party in respect of any loss or damage suffered by the other Party in relation to any claim, action or proceeding brought by a third party alleging that any use by the other Party of any Intellectual Property Rights licensed to such other Party under this Clause 10 above infringes that third party's Intellectual Property Rights.

11. **INDEMNITIES AND LIABILITY**

11.1 If the Works include work that, fully or partly, shall be performed by the Contractor offshore, the following Sub-Clauses 11.1.111.1.1 and 11.1.2 shall apply for such Works:

11.1.1 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Employer Group from and against all claims, losses, damages, costs (including legal cost) expenses and liabilities in respect of:



- (a) Loss or damage to property of the Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group arising from or relating to the performance of the Contract; and
- (b) Personal injury including death or disease to any person employed by the Contractor Group arising from or relating to the performance of the Contract; and
- (c) Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Contractor Group arising from or relating to the performance of the Contract. For the purpose of this Sub-Clause, "third party" shall mean any party, which is not a member of the Employer Group or Contractor Group.

Sub-Clause shall include its Affiliates, officers, employees and agents) from and against all costs, claims, demands, damages, losses, expenses and proceedings of every kind or character which the other Party may suffer or have brought against it by third parties in respect of personal injury, sickness or death and in respect of loss of, or damage to, property to the extent the same are caused by any negligent or wilful act or omission by the first Party (which shall include its Affiliates, officers, employees, agents or subcontractors) arising out of or in connection with this Contract.

11.1.2 The Employer shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Group from and against all claims, losses, damages, costs (including legal cost) expenses and liabilities in respect of:

- (a) Loss or damage to property of the Employer Group arising from or relating to the performance of the Contract located at the worksite, excluding the goods (which are part of the Works) prior to delivery;
- (b) Personal injury including death or disease to any person employed by the Employer Group arising from or relating to the performance of the Contract; and
- (c) Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Employer Group arising from or relating to the performance of Contract. For the purpose of this Sub-Clause, "third party" shall mean any party, which is not a member of the Employer Group or Contractor Group.

11.3 Notwithstanding anything else contained in this Contract, neither Party shall have liability to the other Party for any loss of profit, revenue or goodwill, or for any indirect or consequential loss in relation to this Contract howsoever arising.

11.4 The total liability of the Contractor to Employer under or in connection with the Contract shall not exceed a sum equal to the Contract Price. This Sub-Clause shall (i) not limit any liability in the event of fraud, violation of the Danish criminal Act, deliberate default or gross negligence or reckless misconduct or any liability not capable of being limited under Applicable Laws and (ii) survive termination of the Contract.

12. **TERMINATION**

12.1 The Employer may terminate the Contract for convenience by giving 30 days written notice (15 days written notice for Manpower Services), and provided that the Contractor has not already performed its obligations under the Contract at the expiration of such notice period. A free right of termination of the Employer (in particular according to §§ 650, 648 BGB) is excluded. If the Employer terminates the Contract for convenience, the Employer shall pay cancellation charges including, without limitation: (i) the full price of finished part of the Works, (ii) for partially completed works, the portion of price reasonably determined to be due by the Contractor based on its percentage of completion of such works, (iii) any unavoidable costs of

11.2 If the Works consist of onshore works only, the following Sub-Clause 11.2.1 shall apply for the Works:

11.2.1 Each Party shall indemnify the other Party (which in this



- Contractor (including costs for personnel, accommodation, travel expenses etc.) until the termination takes effect, (iv) full costs for mobilization and demobilization, and (v) any payment to subcontractors and/or suppliers for works ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
- 12.2 Without affecting any other right or remedy available to it, either Party may terminate this Contract with immediate effect by giving written notice to the other Party if:
- 12.2.1 the other Party is in material breach of any term of this Contract and fails to remedy such breach within a period of 10 days after having been notified in writing of the breach;
 - 12.2.2 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or insolvency proceeding are applied for;
 - 12.2.3 the other Party becomes bankrupt or insolvent, go into liquidation, have a receiving or administration order made against them, compounds with their creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events (voluntarily or involuntarily); or
 - 12.2.4 if the duration of a Force Majeure Event under Clause 13 exceeds a period of 60 days.
- 12.3 Upon the other Party's receipt of the notice of termination of this Contract, the Contractor shall cease all work on the Works.
13. **FORCE MAJEURE AND HARDSHIP**
- 13.1 A Party whose performance of its obligations under this Contract is or may be affected by a Force Majeure Event shall without undue delay give the other Party notice in writing detailing:
- 13.1.1 the nature and extent of the Force Majeure Event.
 - 13.1.2 the effect the affected Party reasonably expects the Force Majeure Event to have on its obligations (including the extent to which the performance of its obligations is or will be prevented); and
 - 13.1.3 the likely duration of the period in respect of which performance is or will be prevented.
- 13.2 Upon giving such notice, the affected Party's obligations under this Contract will be suspended to the extent the Force Majeure Event prevents the affected Party's performance of those obligations. The affected Party must, promptly after a Force Majeure Event ceases to prevent its performance of its obligations, which are suspended pursuant to this clause, notify the other Party in writing and resume performance of those obligations in accordance with this Contract.
- 13.3 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of this Contract as a result of a Force Majeure Event.
- 13.4 Notwithstanding any other provision of this Clause 13, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
- 13.5 The Parties are bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the Contract.
- 13.6 Notwithstanding Clause 13.5, where a Party proves that:
- 13.6.1 the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the Contract (Hardship Event); and that
 - 13.6.2 it could not reasonably have avoided or overcome the Hardship Event or its consequences, the Parties are bound, within a reasonable time of the invocation of this



- clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the Hardship Event.
- 13.7 Where Clause 13.6 applies, but where the Parties have been unable to agree alternative contractual terms as provided for in that Clause, either Party is entitled to request a judge or arbitrator to adapt the Contract with a view of restoring its equilibrium, or to terminate the Contract, as appropriate.
14. **DATA PROTECTION**
- 14.1 If and to the extent personal data (which shall have the meaning set out in the applicable General Data Protection Regulation (“GPDR”) and the German as well as Danish Data Protection Act and/or regulation) is provided in connection with this Contract, the Parties shall process and treat such personal data in accordance with the requirements stipulated by the data protection laws, including but not limited to the General Data Protection Regulation (“GDPR”), the respective national act implementing the GDPR, and/or any other national data protection requirements applicable to the processing of personal data.
15. **MISCELLANEOUS**
- 15.1 Neither Party may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written approval of the other Party, except that the Employer may assign, novate or subcontract any or all of its rights and obligations under this Contract to an Affiliate of the Employer provided that such Affiliate has the financial strength to fulfil the Employer’s obligations under the Contract.
- 15.2 This Contract shall not be amended or varied save by an agreement in writing executed by each Party and expressly referring to this Contract.
- 15.3 A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.5 If any term in or provision of (or any part or parts of any provision of) the Contract is held to be illegal, void or unenforceable in whole or in part under any enactment of law, such term or provision (or, as applicable, such relevant part or parts of any such provision) will be deemed not to form part of the Contract and the enforceability of the remainder of the Contract will not be affected. If any term in or provision of (or any part or parts of any provision of) the Contract is held to be illegal, void or unenforceable in whole or in part under any enactment of law, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.6 This Contract constitutes the entire Contract between the Parties and supersedes and extinguishes all previous contracts, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 15.7 Nothing contained herein shall constitute the relationship of master and servant, principal and agent, or partnership between the Employer/Employer Group and the Contractor/Contract Group, and the Contractor shall act as an independent contractor and in no sense shall any personnel provided by the Contractor Group under this Contract be deemed to be employees of the Employer.
- 15.8 Any notice given by a Party to the other Party under or in connection with this Contract shall be in writing and shall be delivered to the other Party’s contact person as stated on the Purchase Order or notified from time to time.
16. **GOVERNING LAW**
- 16.1 This Contract and any dispute or claim (including non-contractual disputes or



claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Denmark, disregarding any choice of law rules that may deem otherwise.

- 16.2 All disputes shall be finally settled by arbitration and any dispute arising out of or in connection with this Contract, including any question regarding the existence, validity or termination, shall be referred to and finally resolved by arbitration arranged by The Danish Institute of Arbitration in accordance with the Rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

SECTION B – INSURANCE SPECIFIC TERMS**17. APPLICABILITY**

17.1 In addition to any other part of the General Terms, this Section B – Insurance Specific Terms applies for all Purchase Orders and sets out the Parties obligations and rights in respect of insurance.

18. GENERAL

18.1 The insuring Party shall ensure that each insurance policy taken out and maintained pursuant to the Contract is taken out with an Acceptable Surety with a financial rating from Standard & Poor's of not less than A- or similar level of rating from another recognized rating agency and with insurance carriers authorized to do business in the relevant country. However, financial rating is not required in respect of workers compensation insurance and/or motor liability insurance.

18.2 The insuring Party shall, within 14 days following a written request (but not more frequently than once every year), deliver to the other Party certificates of insurance or other reasonably satisfactory evidence verifying that the insurances required under the Contract have been procured and are in full force and effect.

With regards to motor liability insurance, evidence of coverage shall only be required in respect of project vehicles.

18.3 If a policy is required to indemnify 'Additional Insureds', the cover shall apply separately to each Additional Insured, although never to exceed the overall policy limits. Additional Insureds shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, without the prior approval of the other Party .

18.4 Payments received from insurers shall be used for the rectification of the loss or damage covered by the insurance policy. The insuring Party acknowledges and agrees that it shall provide to the other Party all reasonable information relative to any insurance claim made by the insuring Party for the purposes of rectification of loss or damage as the other Party may from time-to-time request.

18.5 Neither Party shall make any material deterioration to the agreed terms of any insurance agreed between the Parties in regard to this Contract or cancel it without the prior approval of the other Party. If an insurer makes (or attempts to make) any deterioration to the policies and/or cancel them, the Party first notified by the insurer shall promptly give notice to the other Party.

18.6 The insuring Party shall notify the other Party of (i) any attempt by the insuring Party or its insurer to alter the insurance, or (ii) the cancellation of the insurance and any such material deterioration to the terms of any insurance or cancellation of said insurance shall not take effect without 30 days' prior written notice from the insuring Party to the other Party.

18.7 If the insuring Party fails to procure and maintain any of the insurances it is required to procure and maintain under this Contract, or fails to provide certificates of insurances, the other Party may (at its option and without prejudice to any other right or remedy), after having provided a reasonable notice to the insuring Party, effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party.

18.8 Each Party shall comply and shall procure that those for whom it is responsible under this Agreement shall comply, with the terms of the insurance policies to be procured and maintained pursuant to this Contract to the extent such terms have been made available to such Party by the insuring Party.

18.9 Nothing in this Section B of the General Terms limits, reduces or extends the obligations, liabilities or responsibilities of the Parties under the other terms of this Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Party who would otherwise be liable for such amounts in accordance with such obligations, liabilities or responsibilities. However, if the insuring Party fails to procure and maintain an insurance which is available and which it is required to procure and maintain under the Contract, and the other Party neither approves the omission nor effects



insurance for the coverage relevant to this default, any monies which would have been recoverable under such insurance shall be paid by the insuring Party.

19. **INSURANCE TO BE MAINTAINED BY BOTH PARTIES**

19.1 Each Party shall individually procure and maintain (or cause to be procured and maintained) for the duration of the Contract the following insurances and any other insurances required by Applicable Laws:

19.1.1 **Worker's Compensation / Employer's Liability and Motor Liability Insurance**, as applicable, in accordance with Applicable Laws (or, where not required by Applicable Laws, in accordance with good local standard). If either of the Parties' employees are seconded abroad in connection with this Contract, such Party shall, on request, document that the sums insured with regard to such employees are, as a minimum, in such amounts as required by Applicable Laws where such employees are normally based (or, where not required by Applicable Laws, in accordance with good local standard). Worker's compensation and employer's liability insurances shall include extended cover where required for working offshore.

19.1.2 **General third-party public and product liability insurance**, extended to cover offshore works and activities, covering bodily injury and property damage with a limit of not less than ten million Euros (€10,000,000) per occurrence and in annual aggregate. The insurance shall include the other Party's Group as additional insured in regard to misdirected arrows and shall be endorsed with a waiver by insurers of any rights of recourse, including subrogation rights, against the other Party's Group in case of misdirected arrows.

19.2 Additionally, the Party chartering or otherwise providing vessels, barges or other types of floating devices (hereafter referred to as vessels) to be used in connection with this Contract shall procure and maintain (or procure that the vessel owner or operator procures and maintains) for such period of time as is relevant for the use of such vessels the following insurances:

19.2.1 **Marine hull and machinery insurance**, including full collision liability cover, in respect of every owned or non-owned vessel used in connection with this Contract, protecting against direct physical damage to the vessel with a limit insured of not less than the full replacement value of each such vessel, subject to not less than the latest London Institute Hull clauses or equivalent standard. The insurance shall include coverage for additional perils and war risks. If the vessel is engaged in towing operations, the insurance must include full tower's liability cover. The insurance shall include the other Party's Group as additional insured and shall be endorsed with a waiver by insurers of any rights of recourse, including subrogation rights, against the other Party's.

19.2.2 **Protection and indemnity insurance** covering every owned or non-owned vessel used in connection with this Contract, covering liability for specialist operations, removal of wreck and debris, collision, towing and pollution liability, with a limit insured of not less than fifty million Euros (€50,000,000) or full replacement value of hull, whichever is the greater, and to be primary. However, with regard to small value workboats with a gross tonnage less than 300t, e.g. crew vessels and other vessels not involved in major installation, repair or replacement activities, lesser amounts of protection and



indemnity insurance will be allowable; however never less than three million Euros (€3,000,000),

The coverage in respect of wreck and debris removal, pollution and pollution clean-up shall be extended to provide cover if such removal of wreck and debris, pollution or pollution clean-up is required under contract (contractual liability cover). The cover provided in respect of pollution, wreck and debris shall include cover for all expenses in connection with the raising, removal, destruction, lighting or marking of the vessel and wreck, debris, pollution and pollution clean-up.

The policy shall include a co-insurance clause (misdirected arrow formula) in favour of the other Party's Group and shall be endorsed with a waiver by insurers of any rights of recourse, including subrogation rights, against the other Party's Group.

20. CONTRACTOR SPECIFIC INSURANCE

20.1 The Contractor shall for the duration of the Contract procure and maintain (or cause to be procured and maintained) insurance covering loss of or damage to property owned by the Contractor or its subcontractors, including the Contractor's equipment (but excluding vessels which shall be subject to the requirements in Sub-Clause 19.2.1), with a minimum limit of the full replacement value of the property plus costs for removal of wreckage. For each item of Contractor's equipment, the insurance is effective until it is no longer required as Contractor's equipment.

The insurance shall be endorsed with a waiver by insurers of any rights of recourse, including subrogation rights, against the Employer.

21. EMPLOYER PROVIDED INSURANCES

21.1 The Employer shall take out and maintain an operational all risk insurance or "OAR" insurance with a limit insured of not less than the estimated maximum loss per occurrence. All limits and sub-limits insured shall at any time be in accordance with good industry practice and with exclusions customarily required by insurers in the insurance market. The insurance shall be extended to cover on LEG 2/96 basis and include coverage for

wreck and debris removal and sudden and accidental pollution.

The Contractor Group (including all subcontractors) shall be additional insured under the OAR policy and insurers shall waive all rights of subrogation. Policy deductible shall not exceed £ 1,000,000 per occurrence.

Lystrup, Denmark, March 2023