



GENERAL TERMS AND CONDITIONS - TRAINING SERVICES

<p>1. Work Execution</p> <p>1.1 DNV shall execute the Work in a professional manner and in accordance with the provisions of this Agreement.</p> <p>1.2 The Customer shall ensure that DNV without undue delay receives all relevant information and documentation. The Customer shall further ensure that DNV's representative(s) is given necessary access to work sites. Changes, which significantly can influence the Work and the performance of DNV, shall be reported to DNV without undue delay.</p> <p>1.3 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 the Customer or Customer's subcontractor and DNV is duly notified of said errors or defects within six months after completion of the Work.</p> <p>2. Safety, Health and Environment (SHE)</p> <p>2.1 The Customer shall inform DNV of any real or potential SHE hazard which may be relevant to or involved or introduced in the Work and/or any necessary safety measures required for the Work, prior to or during the performance of the Work.</p> <p>2.2 Whenever DNV undertakes work on site, the Customer shall provide all adequate safety measures to ensure a working environment that is safe and in accordance with all relevant legislation and to ensure that the risks that cannot be eliminated are controlled at a tolerated level.</p> <p>2.3 The DNV employee has the right to refuse to carry out an activity, when the safety, according to his/her own judgement, is not satisfactory.</p> <p>2.4 Any Customer requirements specifying participation in screening programs shall be communicated to DNV and the DNV employee prior to commencement of work.</p> <p>3. Remuneration</p> <p>3.1 The Customer shall pay DNV for the Work, as specified in this Agreement. Payment shall be made to DNV's bank account as stated on the invoice unless otherwise specified in this Agreement.</p> <p>3.2 Prices quoted are exclusive of VAT, any other local sales taxes and/or withholding taxes.</p> <p>3.3 Payment shall be made within 30 days after the date of the invoice. For late payment interest will be charged at a rate of 1% per month or part thereof, or the highest permitted interest according to the law designated in article 11.1, if this rate is lower.</p> <p>3.4 For long term engagements of 12 months duration or more, rates shall be revised periodically every 1st of January.</p> <p>4. Variations</p> <p>4.1 The Customer shall be entitled to request additional work (hereinafter referred to as "Variations") under this Agreement.</p> <p>4.2 All Variation requests shall be in writing, clearly defining the Variation required, including but not limited to remuneration and time schedule.</p> <p>4.3 No Variation shall be implemented before the parties have reached an agreement regarding the extent and the remuneration hereto and the revised time schedule.</p> <p>5. Termination</p> <p>5.1 Each party shall have the right to terminate this Agreement at any time upon 30 days written notice to the other party.</p> <p>5.2 In the event of termination according to article 5.1 above, the Customer shall reimburse DNV for all Work performed up to the date of termination and all costs and expenses reasonably incurred by DNV as a consequence of such termination.</p> <p>5.3 Notwithstanding article 5.2 the following cancellation/termination fees shall apply when a confirmed training event is cancelled/terminated by Customer:</p> <p>a) Less than 31 days but more than 14 days notice given – 50% of the agreed fee plus 100% of any unrecoverable expenses incurred by DNV in respect of the event.</p> <p>b) 14 days or less notice given 100% of the agreed fee plus 100% of any unrecoverable expenses incurred by DNV in respect of the event.</p> <p>"Unrecoverable expenses" includes, but is not limited to; training room and equipment hire, training participant and trainer accommodation, trainer travel, catering, printing and shipping of course materials.</p> <p>5.4 Both parties shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder, if the other party goes bankrupt or enters into liquidation proceedings.</p> <p>5.5 DNV shall have the right to terminate the contract if the requested documents or information, according to article 1.2 above, has not been provided in time.</p> <p>6. Confidentiality</p>	<p>6.1 The Customer and DNV mutually agree not to disclose to any third party without the prior written consent of the other party, any information marked as confidential and obtained from the other party related to this Agreement.</p> <p>6.2 However, each party shall be free to disclose such information as is:</p> <p>a) known by it prior to the information being disclosed by the other party, or</p> <p>b) part of the public domain at the time of disclosure, or</p> <p>c) required to be disclosed by public authorities in accordance with applicable law.</p> <p>6.3 Both parties may disclose information to their subcontractors without prior written consent to the extent necessary to complete the Work, provided that a written confidentiality agreement reflecting the principles above is entered into with such subcontractors.</p> <p>6.4 The obligations of both parties as defined in this article shall apply notwithstanding the completion of the Work or termination of this Agreement.</p> <p>6.5 If DNV wishes to seek publicity for a service undertaken on behalf of a Customer, permission to attribute service to a Customer publicly will always be obtained in advance. Notwithstanding this condition, DNV assumes the right to use references in proposals or other similar submissions made to other prospective customers, unless the Customer expressly prohibits such disclosure.</p> <p>7. Intellectual Property Rights</p> <p>7.1 DNV shall have full ownership rights to any training material and other deliverables developed by DNV as part of the Work, unless otherwise agreed.</p> <p>7.2 Notwithstanding the above, both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement, shall remain the sole property of the originating party.</p> <p>8. Liability and Indemnity</p> <p>8.1 The Customer shall indemnify, defend and hold DNV harmless from all losses, costs and expenses incurred by DNV as a consequence of a failure of the Customer to fulfil its obligations according to article 1.2 above.</p> <p>8.2 The Customer and DNV shall indemnify, defend and hold each other mutually harmless from and against any and all losses, claims and liabilities related to or arising from this Agreement as a result of:</p> <p>a) death of or personal injury to any of its own employees, representatives or subcontractors,</p> <p>b) the loss of or damage to any of its own property or employees, representatives or subcontractors,</p> <p>c) all consequential, special or incidental costs, losses or damages (whether direct or indirect) suffered,</p> <p>howsoever caused, this applies regardless of any form of liability, whether strict or by negligence, in whatever form, except in the instance of gross negligence or wilful misconduct.</p> <p>8.3 Each party shall be responsible for and accept full liability for its own acts or omissions leading to the loss of or damage to any third party.</p> <p>8.4 Except as stated in articles 1.3 and 8.2 above, DNV's maximum cumulative liability arising out of or related to this Agreement shall be limited to an amount equal to two times the remuneration paid to DNV by the Customer under this Agreement or USD 300,000 (or the equivalent thereto), whichever is the less.</p> <p>8.5 If either party becomes aware of any incidents likely to give rise to a claim under the above indemnities, he shall notify the other party immediately.</p> <p>9. Insurance</p> <p>9.1 Both parties agree to maintain a general liability insurance to cover any amount either party may be liable to pay pursuant to the conditions of this Agreement or governing law.</p> <p>10. Force Majeure</p> <p>10.1 Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, or labour dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.</p> <p>11. Law and Jurisdiction</p> <p>11.1 This Agreement shall be governed and construed in accordance with the laws of The Netherlands.</p> <p>11.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of Rotterdam.</p>
--	---