



CONTRACT

FOR

[DESCRIPTION OF THE GOODS AND SERVICES TO BE PROVIDED]



CONTRACT

THIS [DESCRIPTION OF CONTRACT TYPE/ SERVICE TYPE] (the “Contract”) is entered into on [DATE] by and between:

- 1) [COMPANY NAME], a [private limited liability company] incorporated under the laws of [Norway], having its registered office at [registered office address] registered in the [Norwegian Register of Business Enterprises] under registration number [xxx xxx xxx]. Hereinafter referred to as the “Company”, and
- 2) GMC MARITIME AS a private limited liability company incorporated under the laws of Norway, having its registered office at [Buøy, Stavanger] registered in the Norwegian Register of Business Enterprises under registration number 996 208 680. Hereinafter referred to as the “Supplier”.

WHEREAS the Company is engaged in [description of the Company’s line of business]

WHEREAS the Company [a general description of Company’s purpose for entering into the Contract - e.g. “will mobilize xxx for xxx.”]

WHEREAS the Supplier is engaged in [the mobilization and de-mobilization services for rigs, ships and other vessels, and procures base services and equipment rental services for the marine and the offshore industry].

WHEREAS the Company wishes to engage the Supplier for the [mobilization and de-mobilization of the xxxxx and for procuring base services relating thereto.]

This Contract, which shall include this main document and all of its Schedules, sets out the terms and conditions for the Supplier’s procurement of goods and services to the Company.

1. SCOPE OF WORK - SUPPLIER’S GENERAL OBLIGATIONS

- 1.1. The Supplier shall provide [management, supervision, personnel, materials and equipment (except materials and equipment specified to be provided by the Company), Rental Equipment, facilities, accommodation, engineering, drawings, documentation and base services] required for [general description of the work, as described in the preamble], as further specified in **Schedule 1.1** (hereinafter referred to as the “SoW”). The Supplier’s performance, as specified herein and in the SoW, is hereinafter referred to as the “Work”.
- 1.2. The Supplier shall carry out the Work with due care and diligence, in a workmanlike manner, in accordance with all requirements of the Contract. Goods and materials supplied by the Supplier, shall unless otherwise agreed, be new, unused, free from any defects in design, material and workmanship, in accordance with the Contract.

2. COMPANY PROVIDED ITEMS

- 2.1. The Company shall provide the [drawings, materials and equipment, etc.] as specified in the SoW. Dates of delivery and methods of delivery shall also be specified therein. The Supplier shall not be liable for any delays or defects relating to company provided drawings, materials or equipment.

- 2.2. Unless otherwise specified in the SoW, the Supplier shall be responsible for receiving, unloading and handling Company provided items when delivered to the Supplier at the Supplier's premises.
- 2.3. The Supplier shall provide suitable and safe storage for materials and equipment provided by the Company.

3. TECHNICAL INFORMATION

- 3.1. The Company shall provide the technical information for the performance of the Work, as specified in the SoW.
- 3.2. The Supplier shall, in due time, give adequate notice of any further technical information that may be required for the proper carrying out of the Work.

4. RENTAL EQUIPMENT - TERMS OF HIRE

4.1. General

If the SoW, in whole or in part, comprise hire of Supplier owned equipment (such equipment hereinafter referred to as "**Rental Equipment**"), the terms set forth in this section 4 (hereinafter the "**Terms of Hire**") shall apply to the hire of Rental Equipment. In case of conflict between the Terms of Hire, and the other terms set forth in this contract document, the Terms of Hire shall have priority, as far as hire of Rental Equipment is concerned.

4.2. Hire Periods

Rental Equipment shall be deemed to be on hire to the Company from the time when(i) it has been collected by the Company, or any of the Company's sub-contractors, at the agreed location or (ii) from the date set forth in the SoW, and shall continue to be on hire until returned to the Supplier at the agreed location.

Rental Equipment is hired on a 30 day minimum period, unless otherwise agreed in writing. If a hire end date has not been agreed in the SoW, the Company shall notify the Supplier of its return of the Rental Equipment in writing seven days prior to returning the Rental Equipment.

4.3. Condition of Rental Equipment on Delivery to Company

Pre-hire inspection of the Rental Equipment may, at the Company's request, be undertaken by a competent third party, appointed jointly by the Company and the Supplier, at Company's request and cost. The Company shall immediately notify the Supplier in writing any faults or defects revealed by such inspections.

If no third party surveys are undertaken, Rental Equipment shall be deemed to be in good working order and to the Company's satisfaction on delivery. However, the Supplier gives no warranty as to the condition of the equipment, nor that it is fit for purpose.

4.4. Company's Responsibilities

The Company undertakes to;

- a) keep Rental Equipment in good condition and working order and to be responsible for the loss of, or damage to, the Rental Equipment, irrespective of cause;
- b) notify the Supplier of any loss or damage;
- c) reimburse the Supplier the full replacement cost of Rental Equipment lost or stolen, and to reimburse the Supplier the full repair costs, including the cost of parts, labour and overhead

relating to damaged Rental Equipment, without delay, irrespective of pending insurance claims by the Supplier or the Company;

- d) not alter or modify the equipment without the prior written permission of the Supplier, any alterations or modifications to be undertaken at Company's cost. The Company shall reverse any such alterations or modifications at its own cost, prior to returning the Rental Equipment, unless otherwise agreed with the Supplier;
- e) indemnify and hold the Supplier harmless from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities howsoever arising, out of the Company's use of the Rental Equipment. The Company shall insure all risk relating to the indemnification of the Supplier;
- f) comply with all laws and regulations applicable to the Rental Equipment and to the work to which the Rental Equipment is applied, including obtaining all necessary permissions and authorizations for the use of the Rental Equipment and for the work to which the Rental Equipment is applied;
- g) carry out day-to-day maintenance of the Rental Equipment, at its own costs.
- h) cover the cost of any fuel, lubricating oil, consumables and spare parts relating to the use of the Rental Equipment;
- i) use the Rental Equipment only for the purpose for which it was made, without overloading;
- j) only let trained operators operate the Rental Equipment;
- k) carry out repair work on the Rental Equipment only subject to the Supplier's prior written approval;
- l) return the Rental Equipment in the same condition as it was when delivered to the Company, subject to fair wear and tear only.

5. PRICES AND PAYMENT

- 5.1. The Company shall compensate the Supplier for the performance of the Work at the prices and rates set forth in **Schedule 5.1** (the "**Compensation Schedule**").
- 5.2. Unless otherwise agreed in the Compensation Schedule, the Supplier shall submit to the Company an invoice within thirty (30) days from the end of each calendar month, complete with all necessary supporting documentation. Invoices must be marked with the reference to the Contract.
- 5.3. If payments under the Contract are subject to VAT, the proper amount of VAT shall be shown as a separate item on the invoice. VAT shall be added to the compensation to the Supplier as appropriate.
- 5.4. The Company shall effect payment within thirty (30) days of receipt of a valid and supported invoice.

6. TAXES

- 6.1. Each party shall be liable for its own taxes, duties, fees, import charges and the like incurred by it in connection with the Work.

7. CHANGES OF THE WORK - VARIATIONS

- 7.1. The Company may request changes to the Work by written request to the Supplier, advising of the scope of change. The Supplier shall promptly advise, within seven (7) days to the Company, in writing, of its reasonable effect on the delivery.

- 7.2. If in the Supplier's opinion an occurrence has taken place for which it is entitled to receive a variation order, the Supplier shall, prior to proceeding with any work affected by such occurrence, request, without undue delay, that the Company issue a variation order (hereinafter a "**Variation Order Request**").
- 7.3. The Supplier shall not proceed with any change unless such change has been authorised in writing by the Company. If such change causes a variation in price or delivery times, the Company and the Supplier shall mutually endeavour agree on its reasonable effect. The Company shall issue a variation order to confirm the agreed changes for the Supplier to proceed with the change.
- 7.4. Failure of the Company to respond to Supplier's Variation Order Request, as required herein, shall not entitle the Supplier to deem that the Company has accepted the change.

8. INSPECTION AND TESTING PRIOR TO DELIVERY

- 8.1. The Supplier shall carry out the tests and inspections detailed in the SoW. The Supplier shall supply the Company with copies of all test records and inspection reports, as agreed in the SoW, as soon as they become available. The Company has the right, but not the obligation, to witness any test or inspection carried out by the Supplier, at its own cost. The Supplier shall inform the Company in due time in order for the Company to exercise its right.
- 8.2. The Company shall have the right to reject any part of the Work which does not comply with the requirements of the Contract. Upon receiving notice of rejection, the Supplier shall immediately commence to re-perform, repair or replace defective parts of the Work.
- 8.3. Where re-performance, repair replacement, testing, etc. are additional to the requirements of the Contract, and are not the result of failure by the Supplier to conform with the Contract, such Work shall be subject to a variation order and at the expense of the Company.

9. DELIVERY - DELAY

- 9.1. The Supplier shall deliver the Work at such times and places as has been agreed in the SoW.
- 9.2. If at any time it appears that the Supplier is unable to meet its obligations in accordance with the due dates agreed in the SoW, the Supplier shall immediately notify the Company. If Supplier's delivery is delayed, the Company shall set a reasonable extended deadline for Supplier's performance. Unless a delay is due to the Company, the Company may (without prejudice to any other right) instruct the Supplier, at Supplier's own cost, to take reasonable steps to expedite the rate of progress including but not limited to subcontracting, additional shifts, overtime and supplying additional manpower and resources and equipment, as may be required.

10. DEFECTS - WARRANTY

- 10.1. The Supplier warrants and guarantees that it shall perform the Work in accordance with the provisions of the Contract and that the Work will be free from defects for a period of 12 months from delivery.
- 10.2. The Company shall notify the Supplier as soon as possible of any defects, cf. article 11, and shall allow the Supplier to promptly inspect and remedy such defects. The Company may instruct the Supplier

to repair or replace defective parts of the Work. If the Supplier fails to remedy the defects within reasonable time, the Company may correct defects at Supplier's cost. Correction of defects by the Supplier shall be without cost to the Company.

- 10.3. Notwithstanding article 10.2, the Supplier shall not be liable to procure, or liable to compensate the Company the cost of, transportation of personnel or materials outside of Norway or between any onshore facility within Norway and any offshore installation, rig or vessel on which the Work has been installed or otherwise is situated, nor for the accommodation of its personnel while performing warranty work relating to the Work.

11. DEFAULT

- 11.1. In the event of Supplier's default in the performance of any of its obligations under the Contract, the Company may give seven (7) days' notice to the Supplier to take actions to remedy the default. Should the Supplier fail to comply with the notice, or fail to agree alternative remedies with the Company, within the seven (7) days, the Company shall be at liberty to take reasonable actions to remedy the default at Supplier's cost.

12. TERMINATION

- 12.1. If the Supplier fails to take actions to remedy a default, which reasonably may be considered a material default, within the time limit stated in clause 11.1, or if such material default is not capable of remedy, the Company shall have the right to terminate the Contract, in part or whole, with immediate effect by serving notice to the Supplier.
- 12.2. In the event that the Company's need for the Work ceases, e.g. due to termination of Company's contract for which the Work was required, the Company shall be entitled to terminate the Work, in whole or in part, by giving notice to the Supplier, specifying the part(s) of the delivery to be terminated and the effective date of termination. Supplier shall continue to perform the parts of the Work which are not terminated to achieve delivery of any remaining Work.
- 12.3. In the event of termination pursuant to this article 12, the Company and the Supplier shall mutually agree reasonable costs for Supplier's obligations satisfactorily carried out until the date of termination, calculated in accordance with the rates and prices specified in the Compensation Schedule. The Company shall not be liable for Supplier's loss of profit or business arising out of or in relation to termination in accordance with this article 12.
- 12.4. The exercise by the Company of the rights of termination shall be without prejudice to other rights that the Company may have under the Contract or according to law.

13. INDEMNITIES - CONSEQUENTIAL LOSS

- 13.1. Within the limitations set forth in this section 13, the Supplier shall be responsible for and shall indemnify and hold harmless the Company Group (which for the purpose of this Contract shall mean Company, its client, its sub-contractors of any tier, its and their affiliates, respective directors, officers, employees (including agency personnel) but excluding the Supplier Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities howsoever arising, including by negligence or breach of duty (statutory or otherwise) of the Company, related to:
- Disease, injury, to or death of any person employed or provided by the Supplier Group;

- Damage to or loss of Supplier Group's provided materials and/or equipment, except Rental Equipment, for which the Terms of Hire shall apply.

13.2. Within the limitations set forth in this section 13 the Company shall be responsible for and shall indemnify and hold harmless the Supplier Group (which for the purpose of this Contract shall mean Supplier, its sub-contractors of any tier its and their affiliates, respective directors, officers, employees (including agency personnel) but excluding the Company Group) from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities howsoever arising, including by negligence or breach of duty (statutory or otherwise) of the Supplier, related to:

- Disease, injury to or death of any person employed or provided by the Company Group;
- Damage to or loss of Company Group's provided materials and/ or equipment

13.3. Each party shall bear its responsibility towards (other) third parties according to applicable law.

13.4. Neither the Supplier nor the Company shall be liable for the other party's consequential loss, hereunder neither party shall be liable for any loss of profit, loss of use, loss of production, loss of contract, or for any indirect or consequential damages whatsoever that may be suffered by the other party.

14. INSURANCE

14.1. The Supplier shall maintain all necessary insurances required for its procurement of the Work. Each party shall keep its own personnel, property and interests of any kind insured, with the exception that the Company shall be responsible for insuring Rental Equipment and its risk relating thereto, cf. section 4.

14.2. All insurances shall be placed with reputable insurers.

14.3. Whenever requested by a party, the other party shall provide an insurance certificate documenting that the relevant insurance requirements are fulfilled.

15. LIMITATION OF LIABILITY

15.1. The Supplier's total liability to the Company for any and all claims relating to the Work and the performance or non-performance of the Contract shall be limited to 30 per cent of the price of the Work, calculated according to the Compensation Schedule.

16. FORCE MAJEURE

16.1. Neither party shall be considered in breach of their obligations under the Contract for reasons of force majeure, which shall mean an unforeseen occurrence beyond the control of the party affected and whose effect could not have been avoided and which cannot be overcome by the use of due diligence or foresight, including but not limited to fire, earthquake, civil commotion and strikes or industrial disputes at a national or regional level which affect a substantial or essential portion of the Work.

16.2. Upon the occurrence of such event, an affected party shall forthwith, but in any event within three (3) days, notify the other party of the reasons and effects of the delay caused by such force majeure circumstances. In the case of force majeure each party will bear its own costs arising from force majeure. Following the notification of a force majeure event, the parties shall without undue delay seek to agree to a mutually acceptable course of action to minimise the effects of such occurrence.

17. ASSIGNMENT AND SUBCONTRACTING

- 17.1. The Company is entitled to assign the Contract to any company within the same company group as the Company. Otherwise, the Company may only assign the Contract to a third party subject to the prior written consent of the Supplier, which shall not be unreasonably delayed or withheld.
- 17.2. The Supplier shall not assign the Contract to any third party without the Company's prior written consent, which shall not be unreasonably delayed or withheld.
- 17.3. The Supplier is entitled to subcontract the Work, in whole or in part.

18. GENERAL LEGAL PROVISIONS

18.1. *Waiver*

The failure of either party to claim any rights hereunder shall not be construed as a waiver of said party's present or future rights.

18.2. *Rights according to law*

In addition to its rights under the Contract, each party reserves any other rights and remedies which it may have against the other party according to law.

18.3. *Notices*

Any notice relating to the Contract and the fulfilment thereof shall be deemed to have been given if mailed, sent by email or delivered to the address of the other party as hereinafter set forth:

If to the Company: [Company name]
Attn: [name]
Email: [e-mail]
Mailing address: [mailing address]

If to the Supplier: GMC Maritime AS
Attn: [name]
Email: [e-mail]
Mailing address: [mailing address]

The persons named above shall have the authority to commit its respective party in all matters under the Contract and shall be responsible for issuing to, and receiving from, the other party all notices, information, instructions and decisions.

18.4. *Priority of documents*

Terms set forth in the Schedules to the Contract, hereunder in the SoW, the Compensation Schedule and the Terms of Hire, if applicable, shall have priority over the general terms set forth in this contract document, in case of conflict.

18.5. *Illegality*

If any provision or portion of the Contract is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, such provision or portion of the Contract

shall be deemed to be omitted, and the remaining provisions and portions shall remain in full force and effect.

18.6. *Entire Contract; Amendment*

This Contract constitutes the entire agreement between the parties and shall supersede all previous expectations, understandings, communications, representations and agreements whether verbal or written among the parties with respect to the subject matter hereof. This Contract shall not be amended, supplemented or otherwise modified except by written agreement of the Parties.

18.7. *Mitigation of loss*

Each party shall take all reasonable steps to mitigate any loss resulting from any breach of contract by the other party.

18.8. *Surviving provisions*

Any provision of this Contract that may reasonably be interpreted as surviving beyond the term of the Contract shall so survive beyond the expiration or termination of the Contract.

19. CONFIDENTIALITY

19.1. The parties agree to keep the Contract confidential.

19.2. The Supplier shall ensure that its employees, subcontractors and agents keep confidential all matters and information provided by the Company.

19.3. Each of the parties may however use or disclose confidential information to a third party to the extent necessary for the performance of the Contract. In such cases each party shall ensure that the third party signs a written confidentiality agreement.

19.4. The parties' confidentiality obligations shall not apply to information which

- (i). is part of the public domain;
- (ii). was in the possession of a party prior to the award of the Contract;
- (iii). was received from a third party whose possession is lawful and who is under no obligation not to disclose;
- (iv). is required to be disclosed in order to comply with requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Work or a party.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1. The Contract shall be governed by and interpreted in accordance with the laws of Norway.

20.2. If any dispute or difference of any kind whatsoever arise between the parties in connection with the Contract, the parties shall attempt to settle the dispute amicably.

20.3. Disputes which remain unresolved within one (1) month from the commencement of negotiations shall be settled by court proceedings unless the parties agree otherwise. Any court proceedings shall be brought before Stavanger District Court, Norway.



This Contract has been executed in two (2) copies, one for each Party.

The Company:

[Company name]

By: _____

Name:

Title:

Date:

Place:

The Supplier:

GMC Maritime AS

By: _____

Name:

Title:

Date:

Place:

Schedules:

Schedule 1.1	Scope of Work
Schedule 5.1	Compensation Schedule