

MAJOR TURN-KEY DELIVERIES (KT)

GENERAL TERMS AND CONDITIONS

RMC PUR / NB XXXX

1. DEFINITIONS

RMC: The company stated as such in the CONTRACT or its successors or permitted assignees.

RMC INFORMATION: Drawings, documents, specifications, technical information, computer programs and other information owned or to which RMC obtains ownership according to article 21, or provided by RMC to CONTRACTOR for performance of WORK under a CONTRACT.

RMC GROUP: RMC and its parents, subsidiaries and affiliated companies, RMC's other suppliers and contractors of any tier, to the extent they are involved in the project to which the CONTRACT relates, SHIPOWNER, and the officers, directors, employees, agents, and representatives of such.

SHIPOWNER: A third party with whom RMC has a contract to build and provide the VESSEL, including the WORK.

COMPLETION: The date of issue of RMC's written acceptance of the WORK, in which RMC confirms that all and any WORK, including but not limited to CONTRACTOR's DELIVERY of all GOODS and DOCUMENTS as described in the CONTRACT, is complete and in accordance with the requirements of the CONTRACT. Such acceptance does not relieve CONTRACTOR of any guarantee or warranty obligations, or other obligations and liabilities in relation to the CONTRACT.

DELIVERY: The transfer of risk for the GOODS to RMC as further defined in the CONTRACT and Article 11.

DELIVERY DATE(S): The date of CONTRACTOR's DELIVERY of the WORK as stated in the CONTRACT.

DOCUMENTS: Drawings, documentation, calculations, certificates, manuals, datasheets and all other technical, commercial or other documentation to be supplied by CONTRACTOR under the CONTRACT on media specified therein.

FORCE MAJEURE: Defined in Article 18.3.

FREE ISSUED MATERIALS (FIM): Materials provided free of charge by RMC to CONTRACTOR to be incorporated into the GOODS.

GOODS: All equipment, items and materials to be delivered by CONTRACTOR pursuant to the CONTRACT other than the DOCUMENTS.

INTELLECTUAL PROPERTY: Any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, (v) know how and trade secrets, and, (vi) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

PARTY/PARTIES: CONTRACTOR and RMC or either of them as the context dictates.

CONTRACT: The separate contract document describing the WORK together with these General Conditions and any appendices and attachments thereto and any signed amendments and variations to said documents.

CONTRACT PRICE: The total price specified in the CONTRACT which is subject to adjustment in accordance with Article 5 only and which shall constitute full compensation to CONTRACTOR for the WORK, including all costs, expenses,

TAXES, duties, fees or charges of any kind incurred by or levied on CONTRACTOR GROUP related to the performance of the CONTRACT and the provision by CONTRACTOR of the WORK.

CONTRACTOR: The company or person stated as such in the CONTRACT Form or its successors or permitted assignees.

CONTRACTOR GROUP: CONTRACTOR and its parent, subsidiaries and affiliated companies, and CONTRACTOR's suppliers and contractors of any tier, to the extent they are involved in the project to which the CONTRACT relates, and the officers, directors, employees, agents, and representatives of such parent, subsidiary, affiliate, supplier and contractor.

SERVICES: All activities that CONTRACTOR is required to carry out and/or deliver under the CONTRACT, which are not GOODS or DOCUMENTS.

TAXES: Includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes ("VAT"), VAT applicable to non-residents, industry and commerce tax, property, ad valorem and excise taxes. Taxes do not include import/export customs duties or fees and stamp duties unless specifically provided for.

WARRANTY PERIOD: **12 months** from COMPLETION of the WORK (or the satisfactory passing of any inspections and prescribed tests if later) **and** delivery of the VESSEL to SHIPOWNER. Notification period for faults appearing during WARRANTY PERIOD is three (3) months after expiry of WARRANTY PERIOD.

WORK: All activities that CONTRACTOR is required to carry out under the CONTRACT including provision of the SERVICES, GOODS and DOCUMENTS, as well as everything necessary for the provision of such in accordance with the CONTRACT.

VESSEL: a vessel as set out in the CONTRACT having RMC Project number **NB 6001**.

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of the CONTRACT, the various contract documents shall be given priority in the following order:

- a) CONTRACT
- b) Appendices to the CONTRACT in the order they are listed, unless stated otherwise.
- c) These General Conditions for Major Turn-key Deliveries.

2.2. The governing language of the CONTRACT shall be the English language.

3. ENTIRE AGREEMENT

3.1. The CONTRACT constitutes the entire agreement and understanding between the PARTIES in respect of the matters dealt with in it and supersedes all prior agreements, promises, correspondence, discussions, representations and understandings relating to the WORK, except those expressly set forth herein.

3.2. Other conditions shall not apply to the CONTRACT unless RMC has accepted these in writing.

3.3. In the event that CONTRACTOR fails to return a signed CONTRACT to RMC prior to or upon commencement of the WORK, said commencement of WORK by CONTRACTOR shall be deemed to constitute acceptance by CONTRACTOR of the CONTRACT issued by RMC.

4. GENERAL OBLIGATIONS OF CONTRACTOR

4.1. CONTRACTOR shall perform the WORK, including but not limited to the preparation and supply of the DOCUMENTS, the manufacture and DELIVERY of the GOODS and the performance of the SERVICES, strictly in accordance with the terms of the CONTRACT and, with respect to the GOODS, in accordance with the DOCUMENTS furnished by CONTRACTOR and accepted by RMC as detailed in the CONTRACT.

CONTRACTOR represents and warrants it has examined the CONTRACT and will examine other data supplied by RMC from time to time. CONTRACTOR represents and warrants that it knows or, prior to accepting the CONTRACT, will determine i) the nature and scope of WORK, ii) the type and magnitude of the services

required, iii) the character of materials and facilities required and location and peculiarities of each site where the WORK is performed, and iv) the general and local conditions, and (v) any other matters which could affect the WORK. CONTRACTOR's failure to examine the CONTRACT and/or other data or to become knowledgeable about or to discover matters which CONTRACTOR ought to have known or discovered in the performance of its examination and which affect the WORK, shall not relieve CONTRACTOR from its obligations under this CONTRACT.

4.2. No actions taken by RMC in checking, verifying, reviewing, consenting to, approving, testing, inspecting the WORK, or any acknowledgement hereof shall in any way relieve CONTRACTOR from its obligations or liabilities as stated in the CONTRACT.

4.3. CONTRACTOR shall ensure that the WORK is performed in accordance with the CONTRACT and, without limitation, in accordance with high standards of engineering practice, workmanship and professional conduct applicable to the CONTRACTOR's industry. CONTRACTOR shall further ensure that the WORK is of a satisfactory quality and fit for its intended purpose as stated in the CONTRACT and complies with the latest issue (unless otherwise stated in the CONTRACT) of the standards and codes of practice specified in the CONTRACT or, if none are specified, in accordance with the latest applicable standards and codes of practice of the industry concerned. Materials and equipment incorporated into the GOODS shall be new.

4.4. CONTRACTOR shall search for defects, discrepancies and inconsistencies ("Errors") in the drawings, specifications, RMC INFORMATION and other information or documents or data programs provided by RMC. CONTRACTOR shall without undue delay notify RMC of any such Errors discovered. If CONTRACTOR does not notify RMC of any Errors that CONTRACTOR has discovered, or ought to have discovered, by such search and as a result RMC incurs additional costs or is prejudiced as regards to warranties, guarantees or other rights, then all such costs incurred shall be borne by CONTRACTOR.

4.5. CONTRACTOR shall comply with all applicable laws, rules and regulations of any governmental, judicial or regulatory body having jurisdiction over the WORK or any site where the WORK is performed, including without limitation laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce, organization of labor, engineering codes and standards and construction codes and standards. CONTRACTOR shall defend, indemnify and hold RMC GROUP harmless from and against all claims, losses, damages, costs and expenses (including legal fees) arising out of CONTRACTOR's or CONTRACTOR GROUP's failure to comply with the aforesaid laws, rules and regulations.

4.6. CONTRACTOR shall have and comply with a certified quality system as defined in the ISO 9000 series of standards, or a system of equal standard approved by RMC which is suitable for the WORK to be performed.

4.7. CONTRACTOR shall carry out all tests and inspections detailed in the CONTRACT. If RMC so requires, CONTRACTOR shall at its own cost inspect and test pursuant to any agreed test requirements any materials or equipment included in the WORK in order to confirm that the requirements of the CONTRACT are met. If the WORK fails any such inspections or tests CONTRACTOR shall, at its own cost, re-inspect and re-test. The costs of any test or inspections not detailed in the CONTRACT or not agreed between the PARTIES otherwise shall be borne by RMC unless deficiencies in the WORK are revealed thereby in which case they shall be borne by CONTRACTOR. RMC has the right, but not the obligation, to witness any test or inspection carried out by CONTRACTOR. CONTRACTOR shall notify RMC of any test or inspection in adequate time in order for RMC to be able to exercise this right.

4.8. CONTRACTOR acknowledges that import and export control laws of any relevant country may apply to the products and technical information to be delivered pursuant to this CONTRACT and CONTRACTOR shall comply, and ensure that CONTRACTOR GROUP complies, with all reasonable requests for information by RMC in RMC's efforts to comply with these laws.

4.9. In performing the WORK and other obligations under this CONTRACT, CONTRACTOR shall be an independent contractor and not the agent or employee of RMC. The relationship of employer and employee shall not exist between RMC and CONTRACTOR or any of their employees. CONTRACTOR shall have no authority to make statements, representations or commitments of any kind or take any other action binding on RMC. It is expressly agreed that it is not the purpose or intention of the CONTRACT to create, nor shall the same be construed as creating, any partnership or joint operation between RMC and CONTRACTOR.

4.10. CONTRACTOR shall exercise all diligence to conduct its operations in a manner that will prevent pollution. No trash, waste oil, bilge water, fuel, or other pollutants, contaminants nor any object or piece of equipment shall be discharged, disposed of, dumped, or allowed to escape from CONTRACTOR GROUP's equipment or property. CONTRACTOR shall indemnify and hold RMC GROUP harmless against any claims which arise as a result of a breach of this Article 4.10.

4.11. If RMC becomes aware of any aspect of the WORK not meeting the requirements in the CONTRACT, CONTRACTOR shall remedy at its own cost any such non-conformity within a reasonable time upon receipt of RMC's notice.

5. VARIATIONS

5.1. RMC may order variations to the WORK as in RMC's opinion are desirable. Variations may include an increase or decrease in the quantity, character, quality, kind or execution of the WORK, as well as changes to the DELIVERY DATE(S). Variations to the WORK shall be ordered through variation orders.

5.2. When RMC requests a variation pursuant to Art.5.1 or, prior to issuing a written variation order, requests CONTRACTOR to provide an estimate of the effects of such variation, CONTRACTOR shall as soon as possible and at the latest within 10 days following RMC's request submit a written confirmation or estimate containing a description of the effects the variation will have on the execution of the WORK (including the CONTRACT PRICE and DELIVERY DATE(S)). If CONTRACTOR does not issue such estimate or written confirmation within the aforesaid time limit, the variation shall be deemed not to have any effect on the CONTRACT. CONTRACTOR shall not initiate any variation WORK until RMC has issued the variation order in writing.

5.3. If CONTRACTOR is of the opinion that it is entitled to a variation order, due to an instruction by RMC or other circumstances resulting in an increase or decrease in the quantity, character, quality, kind or execution of the WORK as well as changes to the DELIVERY DATES(S), then CONTRACTOR shall issue a written request for a variation order without delay and at the latest within 10 days after CONTRACTOR becomes aware of or ought to have become aware of such a situation. If CONTRACTOR has not presented a request for a variation order without delay, or at the latest within 10 days after CONTRACTOR became aware or ought to have become aware such situation has occurred, then CONTRACTOR shall lose the right to a variation order and/or the right to adjust the CONTRACT PRICE, scope of the WORK and/or the DELIVERY DATE(S). Variations must be approved by RMC by means of a written variation order before CONTRACTOR initiates the variation work.

5.4. Any possible adjustment to the rates, costs and prices due to variation orders (other than where an estimate has been given in accordance with Article 5.2 and accepted by RMC) shall be determined by using the rates, costs or prices described in the CONTRACT, or if no comparable rates, costs or prices have been set, the PARTIES shall agree on a price that reflects the general level of pricing described in the CONTRACT. If a change entails cost saving for CONTRACTOR, RMC shall be credited accordingly.

5.5. A variation order shall not be allowed when the variation, revision, act of RMC or occurrence is attributable to CONTRACTOR's breach of its performance obligations herein, or if minor revisions are required for recently completed WORK or WORK in progress. Disagreement as to effects with regards to a variation order shall not entitle CONTRACTOR to delay or withhold CONTRACTOR's DELIVERY and CONTRACTOR shall implement the variation without awaiting the final outcome of the dispute. The disagreement shall be stated in writing and confirmed by both PARTIES prior to CONTRACTOR's execution of the variation work.

6. RIGHT TO INFORMATION AND ACCESS TO THE WORK

6.1. Upon request, RMC shall be entitled to promptly obtain all necessary information from CONTRACTOR which RMC considers relevant to the CONTRACT, including but not limited to information which RMC considers relevant for compliance with Article 4.5, satisfactory progress reports, information relating to CONTRACTOR GROUP and quality control reports.

6.2. CONTRACTOR shall cooperate with RMC GROUP and SHIPOWNER in all matters relating to the CONTRACT.

6.3. CONTRACTOR shall permit RMC GROUP and SHIPOWNER to carry out such audits and inspections as RMC deems to be necessary including review of all data and records in connection with the WORK and all transactions related thereto and RMC and/or its SHIPOWNER shall have access to all information relating to the rates and prices as may reasonably be required to verify payments made to or by CONTRACTOR under or pursuant to the CONTRACT. CONTRACTOR shall ensure that RMC shall have similar rights to audit and inspect CONTRACTOR's subcontractors.

6.4. RMC GROUP is entitled to perform such audit during the period of the CONTRACT and for up to 2 years after the end of the year of COMPLETION. However, all records pertaining to tax claims asserted on CONTRACTOR for which RMC can be made jointly responsible shall be eligible for RMC's audit until the particular claim can be declared finally resolved. No payment from RMC shall affect RMC's right to audit and inspect pursuant to Article 6.3. If payments are proven incorrect, CONTRACTOR shall promptly submit the corrected invoice.

7. SUSPENSION

7.1. RMC may instruct CONTRACTOR to suspend the WORK or parts thereof by written notification to CONTRACTOR and CONTRACTOR shall comply with such direction immediately or as directed. CONTRACTOR shall, without delay, inform RMC of the effects the suspension will have on the performance of the WORK. CONTRACTOR shall resume the WORK immediately after notification by RMC.

7.2. During the suspension period, CONTRACTOR shall maintain, store and protect the WORK and shall be entitled to compensation only for documented and necessary expenses in connection with demobilization and mobilization of personnel and for other substantiated costs reasonably incurred by CONTRACTOR as a direct consequence of the suspension.

7.3. CONTRACTOR has no right to suspend performance except where ordered by RMC or in the event of FORCE MAJEURE.

8. CANCELLATION AT RMC'S CONVENIENCE

8.1. RMC may, for its own convenience and at any time, cancel the CONTRACT or cancel the WORK or parts thereof with immediate effect by written notification to CONTRACTOR. Such cancellation shall be regarded as cancellation at RMC's convenience.

8.2. In the event of cancellation at RMC's convenience, RMC shall pay the unpaid balance due to CONTRACTOR for that part of the WORK already performed and shall cover substantiated costs reasonably incurred by CONTRACTOR as a direct consequence of the cancellation.

8.3. Upon cancellation at RMC's convenience and upon the RMC exercising its rights for an Event of Default pursuant to Article 17, the following provisions shall apply with respect to the relevant part of the WORK:

- a) CONTRACTOR shall immediately stop all WORK and shall instruct CONTRACTOR GROUP to do the same;
- b) CONTRACTOR shall maintain, store and protect the WORK until RMC provides further instruction;
- c) CONTRACTOR shall deliver to RMC all DOCUMENTS, including all RMC INFORMATION;
- d) RMC may take possession of the WORK or any portion of the WORK that is cancelled, including, without limitation, DOCUMENTS, GOODS, equipment, materials, supplies and structures; and/or
- e) CONTRACTOR shall, upon request, transfer all subcontracts to RMC or RMC's nominee or negotiate acceptable cancellation terms to RMC, as directed by RMC.

8.4. RMC's right to cancellation according to this Article 8 is without prejudice to any other rights or remedies of RMC. RMC's sole liability to CONTRACTOR GROUP in the event of such cancellation shall be determined in accordance with this Article 8 and RMC shall not be liable for any other damages including, without limitation, loss of anticipated profits or other consequential or indirect loss.

8.5. Any Articles which expressly or by implication survive termination of the CONTRACT shall continue in full force and effect.

9. CONTRACT PRICE

9.1. The CONTRACT PRICE shall be considered as fixed and firm unless expressly agreed to the contrary.

9.2. In the case of deliveries charged for on a reimbursable basis, payment will become due according to Article 10 only when RMC has had a reasonable time to verify and accept all WORK to which the invoice relates.

9.3. CONTRACTOR shall defend, indemnify, and hold RMC GROUP harmless from any liability, claim, cost, or demand resulting from any member of CONTRACTOR GROUP's failure to make any payment, filings, reporting, comply with any procedural requirement or any obligations with respect to any TAXES incurred with respect to the WORK or the CONTRACT. This indemnity shall include all related penalties and interest imposed in addition to the TAXES due as a result of the failure of any member of CONTRACTOR GROUP to comply with reporting, filing, payment, or procedural requirements.

10. TERMS OF PAYMENT AND SECURITY

10.1. RMC shall make payment within 30 days following the receipt of a correctly rendered invoice, provided that CONTRACTOR's obligations under the CONTRACT have been fulfilled. RMC may withhold payment of any disputed or insufficiently documented amounts.

10.2. No payment of, or on account of, the CONTRACT PRICE shall constitute any admission by RMC as to the performance by CONTRACTOR under the CONTRACT and shall not prejudice any rights or remedies of RMC in contract or otherwise in law.

10.3. RMC may deduct from any payment due to CONTRACTOR all costs, charges, damages, liquidated sums, expenses and other moneys which are payable by or to be reimbursed by CONTRACTOR to RMC under any provision of the CONTRACT or otherwise. Where such a sum has become payable by CONTRACTOR to RMC but the precise amount payable has not been determined, then RMC may make a reasonable estimation of the amount likely to become payable and may withhold that estimation from moneys payable to CONTRACTOR. As soon as the exact amount payable by CONTRACTOR to RMC becomes known, the PARTIES will make any necessary adjustments between them.

10.4. All invoices submitted by CONTRACTOR shall contain all information and supporting documentation that RMC deems necessary for evaluating the claim in the invoice.

10.5. CONTRACTOR shall submit a final invoice within 30 days of COMPLETION. The final invoice shall include all claims, fees, and sums owed pursuant to the CONTRACT. Anything not included in the final invoice cannot be submitted at a later date by CONTRACTOR and, after the expiry of this time period, CONTRACTOR hereby waives its right to make any further claims for additional payment pursuant to the CONTRACT.

10.6. If advance payments are agreed upon, CONTRACTOR shall, at its own cost, provide an on demand advance payment guarantee issued by a bank and in a format acceptable to RMC for a corresponding amount valid until COMPLETION or repayment of the advance payment in accordance with the CONTRACT.

10.7. If requested by RMC, CONTRACTOR shall, at its own cost, provide a performance guarantee from a bank and in a format acceptable to RMC or such other guarantee approved by RMC. The performance guarantee shall be provided to RMC prior to submission of the first invoice from CONTRACTOR and shall be in an amount of 10% of the CONTRACT PRICE. This guarantee shall be valid for its full amount until the expiry of the WARRANTY PERIOD.

10.8. If CONTRACTOR is a subsidiary of another company, CONTRACTOR shall, if requested by RMC, at its own cost, provide a parent company guarantee in a format acceptable to RMC from its ultimate parent company guaranteeing CONTRACTOR'S performance under the CONTRACT. The parent company

guarantee shall be provided at the same time of signing of the Purchase Order Form and be valid until expiry of the WARRANTY PERIOD.

10.9. RMC has no obligation to pay CONTRACTOR until CONTRACTOR has submitted guarantee(s) as requested by RMC in accordance with Articles 10.6, 10.7 and 10.8 above.

11. DELIVERY

11.1. DELIVERY of the WORK shall take place according to the agreed terms of DELIVERY and DELIVERY DATE(S) contained in the CONTRACT. RMC has in all cases the right to demand DELIVERY of the WORK or any part thereof at any time upon payment of the outstanding part of the CONTRACT PRICE under the CONTRACT. CONTRACTOR shall not have the right to withhold the WORK, or any part thereof, as security for claims against the RMC (regardless of any dispute between the PARTIES)) and expressly waives and relinquishes all such rights.

11.2. The provisions of Incoterms 2010 shall apply as the agreed terms of DELIVERY to the extent that they do not conflict with the terms of the CONTRACT. Unless otherwise set forth in the CONTRACT, the Incoterms for DELIVERY and passing of risk shall be DDP at the location stated in the CONTRACT or if not stated, RMC's premises as stated in the CONTRACT. Risk for loss or damage to the GOODS shall pass to the RMC at the time of DELIVERY unless otherwise agreed in writing between RMC and CONTRACTOR.

11.3. CONTRACTOR shall notify RMC when the WORK has passed relevant testing and is ready for DELIVERY. CONTRACTOR shall not deliver the WORK before receiving a release in writing from RMC.

11.4. Unless otherwise agreed in the CONTRACT, partial deliveries shall not be accepted and cannot be considered as a partial fulfilment of CONTRACTOR's obligations.

11.5. CONTRACTOR shall promptly make good, at CONTRACTOR's own cost, any loss or damage, howsoever caused, to the GOODS before the risk therein has passed to RMC.

11.6. If RMC is responsible for transportation of the WORK, CONTRACTOR shall in good time prior to dispatch, request dispatch instructions from RMC and send detailed and accurate information to RMC necessary for RMC to make transport arrangements.

11.7. If CONTRACTOR is responsible for transportation of the WORK, CONTRACTOR shall as soon as possible, and at the latest within 5 days prior to the planned date of dispatch, provide written notice advising of dispatch so that RMC may make preparations for receipt of the GOODS.

11.8. CONTRACTOR shall respond in writing without delay to all DELIVERY communications from RMC.

11.9. RMC shall be entitled to instruct CONTRACTOR to store the GOODS for a period of up to 3 calendar months commencing upon DELIVERY at no charge for RMC. For periods of storage longer than 3 calendar months, RMC shall compensate CONTRACTOR at reasonable agreed rates. In all events, risk of loss and damage to the GOODS will first pass to RMC at the end of the storage period and CONTRACTOR shall be responsible for protecting, preserving, maintaining and insuring the GOODS during any period of storage.

11.10. RMC, or any third party specified by RMC, shall be supplied with TAX privilege documents, (any documents that may be favorable to RMC in relation to payment of TAX/VAT) if available, for the GOODS as soon as possible and not later than the date of arrival of the GOODS.

12. SHIPPING INSTRUCTIONS, PACKING LISTS AND INVOICES

12.1. Packing lists/advice notes/invoices and the like shall only relate to one CONTRACT and shall be duly marked with CONTRACT number and item number(s), tag number and other information required by the CONTRACT. Packing lists/advice notes and invoices shall be completed so that each item corresponds to the CONTRACT with respect to item number, part number, tag number, GOODS description and specification.

12.2. All GOODS shall be duly marked with RMC specified tag number and in accordance with packing lists and instructions stated in the CONTRACT or in writing by RMC. If the consignment consists of more than one package, each package shall contain a detailed list of contents and shall be duly marked with the gross weight and dimension and the net and gross weight of each item being delivered.

12.3. CONTRACTOR shall submit to RMC one original invoice and one copy. Invoices must be marked with RMC's Purchase Order Form number.

12.4. CONTRACTOR shall comply with all applicable legislation and regulations regarding the marking of hazardous material. GOODS supplied under the CONTRACT, which are contaminated beyond use at the time of DELIVERY, shall be replaced or disposed of by CONTRACTOR. CONTRACTOR shall bear all expenses for the said processes.

12.5. RMC will notify CONTRACTOR if it considers an invoice is incorrect or incomplete and invoices which do not comply with this Article 12 will be returned by RMC. Any certificates and other DOCUMENTS specified in the CONTRACT shall, unless otherwise specified in the CONTRACT, be delivered together with the GOODS with copies to RMC as stated in the CONTRACT. This documentation is considered to be a part of the DELIVERY and invoices shall not be paid until it has been received and confirmed complete by RMC.

13. CERTIFICATE OF ORIGIN AND CUSTOMS INVOICE

13.1. RMC, or any third party specified by RMC, shall be supplied with a certificate of origin and customs invoices for the GOODS.

13.2. Costs incurred by RMC due to lack of or incompleteness of certificate of origin or customs invoices shall be charged to CONTRACTOR and deducted from the CONTRACT PRICE.

14. TITLE TO THE WORK AND FREE ISSUE OF MATERIALS

14.1. Title to the WORK, including the GOODS and all materials intended for incorporation into the GOODS, shall pass to RMC as soon as such GOODS and materials have been prepared, procured, incorporated into or used in the performance of the WORK, delivered to CONTRACTOR's premises or to any site where WORK is to be performed, or paid for by RMC, whichever occurs first.

14.2. CONTRACTOR shall store all GOODS and any materials for incorporation into the GOODS and any FREE ISSUED MATERIALS separately from all other goods and materials in CONTRACTOR's premises and shall mark and label them as the property of RMC. In addition, RMC shall have the right to take all actions RMC deems necessary, in order to protect RMC's ownership to all items RMC has title to in accordance with this Article 14.

14.3. All RMC INFORMATION shall, as between RMC and CONTRACTOR, be the property of RMC.

14.4. If RMC issues FREE ISSUED MATERIALS (FIM) to the CONTRACTOR, such materials shall remain the property of RMC at all times. CONTRACTOR shall have the risk of loss or damage to such materials from the delivery of such until DELIVERY of the GOODS (including such FIM) to RMC. CONTRACTOR shall insure all FIM while they are in CONTRACTOR's custody and care and shall maintain FIM in good order and condition and in accordance with applicable preservation requirements. CONTRACTOR shall use FIM solely in connection with the CONTRACT. CONTRACTOR shall be responsible for all storage costs and any other costs related to the care and maintenance of FIM. Loss, waste of, or damage to FIM while they are in the care of CONTRACTOR shall promptly be made good by CONTRACTOR, RMC, or a third party at RMC's option and at CONTRACTOR's cost, as directed by RMC.

14.5. Upon receipt of FIM from RMC, CONTRACTOR shall confirm such receipt within 24 hours by submitting a copy of the packing list to RMC. Upon receipt of FIM, CONTRACTOR shall immediately perform a visual examination and thereafter, not later than one week after receipt, shall perform a detailed inspection. CONTRACTOR shall, immediately notify RMC of any Errors (as defined in Article 4.4) discovered by such examination. If CONTRACTOR does not notify RMC without undue delay of an Error that CONTRACTOR has

discovered, or reasonably ought to have discovered, and as a result, RMC incurs direct additional costs, or loses rights, warranties or guarantees, then all such costs incurred shall be borne by CONTRACTOR.

14.6. CONTRACTOR warrants it shall not permit the creation of and shall promptly discharge any lien, charge or other encumbrance created in or over the WORK, property of RMC GROUP or property of SHIPOWNER and shall not enter into any agreement with any third party which shall prevent RMC acquiring clean, full and unrestricted title in accordance with this Article 14. CONTRACTOR shall ensure that CONTRACTOR GROUP complies with this Article 14.6. CONTRACTOR shall indemnify RMC against any costs and expenses (including legal fees) incurred by it as a result of any breach of this Article 14.6 by CONTRACTOR or CONTRACTOR GROUP and shall take all steps necessary to allow RMC to acquire title to the WORK in accordance with this Article.

15. DELAY

15.1. As soon as CONTRACTOR believes, or has grounds for believing, that DELIVERY or any part thereof will be delayed past the DELIVERY DATE(s), CONTRACTOR shall immediately notify RMC in writing of the delay, the cause thereof and the measures CONTRACTOR will initiate in order to minimize the delay. CONTRACTOR shall implement all necessary actions and bear all costs incurred to minimize the delay unless the delay is mainly caused by RMC. If CONTRACTOR fails to notify RMC or fails to provide such information as requested in this Article 15.1, CONTRACTOR shall pay all direct costs incurred by RMC as a result of such failure.

15.2. If the WORK or any part thereof is not ready for DELIVERY on the DELIVERY DATE(S) or it is evident that the WORK or any part thereof will not be ready on the DELIVERY DATE(S) otherwise than to the extent that such delay is mainly caused by RMC, RMC shall be entitled to require the DELIVERY of the WORK and any materials and equipment related thereto to RMC for completion at CONTRACTOR's risk and cost at another location by CONTRACTOR (or a third party) at RMC's option. If RMC has required such DELIVERY, then RMC is not obliged to pay that part of the CONTRACT PRICE which relates to the uncompleted part of the WORK. CONTRACTOR shall indemnify RMC with respect to all additional costs resulting from the delivery in an incomplete state, including without limitation, the costs to complete the WORK. CONTRACTOR shall, at RMC's request, provide any manpower or other resources required for the completion of the WORK at an alternative location.

15.3. Subject to Article 15.1, if CONTRACTOR's DELIVERY is delayed and deviates from any of the DELIVERY DATE(S), RMC is entitled to liquidated damages amounting to **1% of the total CONTRACT PRICE**, per commenced calendar week (i.e. any 7 days). The liquidated damages shall not exceed **10% of the total CONTRACT PRICE**. RMC and CONTRACTOR hereby agree that the liquidated damages are a genuine reasonable pre-estimate of the losses which may be sustained by RMC in the event that CONTRACTOR fails in its respective obligations under the CONTRACT and shall not be claimed or construed as a penalty or other unenforceable sum.

15.4. The payment of any damages in this Article 15 shall not release CONTRACTOR from its obligation to otherwise fully perform its obligations under the CONTRACT.

16. WARRANTY AND GUARANTEE

16.1. CONTRACTOR warrants and guarantees that, (i) it has performed and shall perform the WORK in accordance with the provisions of the CONTRACT, (ii) that the WORK will be free from any defects, (iii) the WORK shall be capable of achieving the performance standards set forth in the CONTRACT and that if within the WARRANTY PERIOD the WORK is found to be defective, inadequate or otherwise fails to meet the requirements of the CONTRACT, then CONTRACTOR shall forthwith, on written notice from the RMC, rectify or (at the option of RMC acting reasonably) replace the WORK and carry out all necessary work associated with such rectification or replacement at CONTRACTOR's sole cost. Such work shall include but not be limited to removal, repair, engineering, procurement and reinstallation of the defective WORK or that affected by the deficiencies.

16.2. In the event that after RMC has provided notice as stated in Article 16.1 CONTRACTOR fails to rectify, re-perform or replace the defect within a reasonable time, or if RMC / SHIPOWNER is unwilling to permit

CONTRACTOR to rectify, re-perform or replace the defect, RMC may, at its option and without prejudice to any other rights or remedies it may have under the CONTRACT, undertake such rectification itself or procure a third party to undertake such rectification, and CONTRACTOR shall bear the risk of such rectification of the WORK and reasonable costs. CONTRACTOR's failure to sufficiently rectify, re-perform or replace defects within a reasonable time shall be considered by RMC as a material breach of the CONTRACT.

16.3. Without prejudice to the foregoing, RMC shall be entitled to the benefit of any longer warranty and guarantee periods than those provided in Article 16.1 and as may be provided by any member of CONTRACTOR GROUP, and to the extent assignable, all rights and remedies available to CONTRACTOR GROUP shall be passed directly to RMC.

16.4. If CONTRACTOR makes rectifications according to Articles 16.1 and 16.2, the provisions of this Article 16 shall apply to said rectifications for twelve (12) months from the completion of such corrections or the end of the basic WARRANTY PERIOD, whichever is later in time. A claim period of 3 months shall apply.

16.5. Without prejudice to any other rights of RMC, in the event that the WORK or the VESSEL is not capable of being used as contemplated by the CONTRACT for any period due to CONTRACTOR's default, the WARRANTY PERIOD shall be extended for a corresponding period of time.

16.6. RMC is entitled to claim compensation for any damages and losses suffered due to defects in the WORK arising after COMPLETION, limited to the CONTRACT PRICE. Notwithstanding this, the provisions of this Article 16 shall not limit CONTRACTOR's liability under any provision of this CONTRACT and shall be in addition to any rights RMC may have in contract, equity or law.

17. TERMINATION FOR DEFAULT

17.1. An "Event of Default" shall occur when CONTRACTOR fails in any way to fulfil its obligations pursuant to the CONTRACT, is liable for the maximum of any limitation of liability hereunder, becomes insolvent or otherwise stops its payments.

17.2. If an Event of Default occurs, RMC may choose one or more of the following alternatives in combination with or addition to those specified in Article 8.3:

- a) Demand DELIVERY of the wholly or partially completed WORK and have it completed, at option of RMC, by CONTRACTOR or a third party nominated by RMC, at CONTRACTOR's sole cost;
- b) in case of Event of Default caused by breach of material obligation terminate the CONTRACT for default; and/or
- c) Claim compensation for losses directly related to the Event of Default, including all costs to complete the WORK and related to any termination.

17.3. CONTRACTOR is only entitled to be credited that part of the CONTRACT PRICE which relates to WORK completed in compliance with the CONTRACT. All costs related to the aforementioned termination shall be borne by the CONTRACTOR, and any amount so credited to CONTRACTOR shall be set off against RMC's costs related to the termination.

17.4. RMC's rights pursuant to this Article 17 are without prejudice to any other rights or remedies RMC may have in contract or at law.

18. FORCE MAJEURE

18.1. Neither of the PARTIES shall be considered in breach of an obligation to the other under the CONTRACT to the extent that the PARTY can establish that fulfilment of the obligation has been prevented by FORCE MAJEURE.

18.2. The PARTY invoking FORCE MAJEURE shall, as soon as possible, notify the other PARTY in writing of the FORCE MAJEURE situation, the cause of delay and the presumed duration thereof.

18.3. For the purposes of the CONTRACT, a FORCE MAJEURE situation shall include, but not be limited to;

- a) Riot, war, invasion, acts of foreign enemies, acts of terrorism, acts of piracy, civil war, rebellion, revolution, insurrection of military or usurped power,
- b) Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component hereof,
- c) Unusually severe natural physical disasters that could not be reasonably anticipated, including earthquakes, floods, fires, explosions, hurricanes, typhoons, but excluding weather conditions less severe than the aforementioned,
- d) Strikes or industrial disputes at a national or regional level, excluding strikes and industrial disputes related to the activity of RMC or CONTRACTOR GROUP.

Provided always that the occurrence is beyond the control of the PARTY affected and that such PARTY could not reasonably have foreseen such occurrence at the time of entering into the CONTRACT and could not reasonably have avoided or overcome it or its consequences.

18.4. Each PARTY is entitled to terminate the CONTRACT by written notice to the other PARTY if the FORCE MAJEURE situation continues, or it is obvious that it will continue, for more than 45 days. In such case RMC may require the WORK to be delivered in the condition it is in at the date of termination upon paying a pro rata part of the CONTRACT PRICE. In the event of termination due to FORCE MAJEURE, each PARTY shall cover its own costs resulting from the FORCE MAJEURE situation. CONTRACTOR is entitled to the unpaid balance due to CONTRACTOR for that part of the WORK already performed prior to the occurrence of the FORCE MAJEURE situation and CONTRACTOR shall ensure that RMC has full unrestricted title for the same.

18.5. In the case of FORCE MAJEURE, each PARTY shall cover its own costs resulting from the FORCE MAJEURE situation.

19. LIABILITY AND INSURANCE

19.1 The CONTRACTOR shall be responsible for and rectify at the CONTRACTOR's expense, any and all losses and damage attributable to the CONTRACTOR and/or of the CONTRACTOR's subcontractors and employees occurring to the VESSEL and its installed equipment, including material/equipment/goods being in care and custody of the CONTRACTOR or CONTRACTOR's subcontractors. The CONTRACTOR shall be responsible for any injury loss or damage caused by the CONTRACTOR or CONTRACTOR's subcontractors or employees to any persons or property whether belonging to or leased by the RMC, its subcontractors or any other party.

19.2 RMC shall be responsible for and rectify at the RMC's expense, any and all losses and damage attributable to the RMC and/or its employees occurring to the CONTRACTOR and its equipment, including material/equipment/goods in care and custody of the RMC. RMC shall be responsible for any injury loss or damage caused the RM and/or its employees to any persons or property whether belonging to the CONTRACTOR, its subcontractors or any other party.

19.3. CONTRACTOR shall defend, indemnify, and hold RMC harmless from any and all liability, claims, losses, damages, costs and expenses (including legal fees) arising from death, disease or injury to any third party and loss of or damage to any third party property which arise out of the CONTRACT and being attributable to or caused by the CONTRACTOR GROUP .19.4. Notwithstanding anything herein to the contrary, RMC shall defend, indemnify and hold CONTRACTOR GROUP harmless from RMC GROUP's own Indirect Loss, and CONTRACTOR shall defend, indemnify and hold RMC GROUP harmless from CONTRACTOR GROUP's own Indirect Loss. Indirect Losses is defined as any indirect or consequential loss, any loss of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit, and similar losses and damages, regardless of whether such losses or damages were reasonably foreseeable at the time of entering into the CONTRACT or at the commencement of the WORK.

This limitation of liability shall not, however, apply to breach of laws or regulations, confidentiality obligations nor to any personal injuries or death.

19.5. Insurance

19.5.1. RMC shall procure and maintain in full force and effect at RMC's expense, from the time of **start of steel cutting** of the VESSEL until its delivery by RMC, the insurance for the VESSEL and all its machinery, materials, equipment, appurtenances and outfit, delivered to the SITE for the VESSEL or built into, or installed in or upon the VESSEL, including FIM, fully insured (the "VESSEL insurance").

The VESSEL insurance shall be maintained under (i) terms consistent with those contained in the "Builder's Risk Clauses" of the Institute of London Underwriters or in the "Builder's Risks insurance" chapter of The Nordic Marine Insurance Plan of 2013, Version 2016 and (ii) with a first class insurance company.

19.5.2. CONTRACTOR shall procure and maintain in full force and effect at CONTRACTOR's expense, and for the duration of the CONTRACT until the end of the WARRANTY PERIOD, all necessary insurances required, customary or advisable, for the performance of the CONTRACT and WORK.

19.5.2. CONTRACTOR shall maintain at a minimum the insurances listed below. The amounts are minimum requirements and not limits of liability and they are not to be construed as CONTRACTOR's consent to substitute its financial liability in excess of the amounts set forth except as otherwise agreed in the CONTRACT.

a) Workers compensation and/or employer's liability insurance covering personal injury to or death of personnel of CONTRACTOR GROUP to the minimum value required by APPLICABLE LAW or, if greater in sum, Euro two million (2,000,000) per occurrence, including extended cover for working on board of vessel in accordance with project requirements.

b) General third party and product liability insurance covering all liabilities in respect of property damage and personal injury arising from the activities of CONTRACTOR GROUP in relation to the CONTRACT, with a minimum limit of not less than Euro five million (5,000,000) per occurrence and in the aggregate for products liability.

c) Motor liability insurance in compliance with statutory requirements.

d) Property insurance covering full value of physical loss or damage to (i) the WORK, in part or in whole, while in progress and the FREE ISSUED MATERIALS (FIM) or other property of RMC GROUP while in the care and custody of CONTRACTOR and (ii) CONTRACTOR GROUP's construction plant, machinery and equipment (incl. tools), both for the full replacement value of the property.

19.6. General

19.6.1. All insurances shall be placed with reputable insurers, acceptable to RMC, and shall for all insurances (other than Employers Liability Insurance/Workmen's Compensation) to the extent of the liabilities assumed by CONTRACTOR under the CONTRACT, include RMC GROUP as additional insured.

19.6.2. All insurances shall be endorsed to provide that underwriters waive any rights of subrogation against RMC GROUP to the extent of the liabilities assumed by CONTRACTOR under the CONTRACT.

19.6.3. Such insurances shall also where possible, provide that RMC shall be given not less than thirty (30) calendar days' prior written notice of cancellation of or material change to the insurance cover.

19.6.4. Within fifteen (15) calendar days of the date when both Parties have signed the CONTRACT, CONTRACTOR shall provide RMC with insurance certificates, and thereafter renewals thereof, documenting that the relevant insurance requirements are procured and shall be maintained in accordance with this Article 19. The provision of the insurance certificates to RMC shall not fix RMC with the content thereof and shall not be a defense to any claim by RMC against CONTRACTOR.

19.7. In the event that CONTRACTOR fails to provide any of its insurance set forth in this Article 19 or should any insurance be cancelled, terminated, RMC may consider this an Event of Default and terminate the

CONTRACT or upon consultation have the right (not the obligation) to procure the requisite insurance at CONTRACTOR's cost and expense.

19.8. The provisions of Articles 19.5 19.6 and 19.7 shall in no way limit the liability of CONTRACTOR under the CONTRACT.

19.9. For the sake of clarity and the purpose of this Article 19, RMC GROUP and CONTRACTOR GROUP shall also include the employees and agents of the companies included within RMC GROUP and CONTRACTOR GROUP.

20. NO WAIVER

20.1. No act or failure to act by RMC in response to any breach of the CONTRACT shall be construed as a waiver of or acquiescence to that breach, or of any subsequent breach, unless made expressly in writing.

20.2. No failure or delay on the part of RMC to exercise any power, right or remedy under this CONTRACT shall operate as a waiver thereof nor shall any single or partial exercise by the RMC of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

21. INTELLECTUAL PROPERTY RIGHTS

21.1. Subject to 21.2 and 21.4, all INTELLECTUAL PROPERTY in and related to the WORK, including the DOCUMENTS, which is developed by CONTRACTOR GROUP in connection with the WORK or otherwise arising out of the WORK shall be the property of RMC.

21.2. The PARTIES agree that all INTELLECTUAL PROPERTY owned by a PARTY prior to entering into the CONTRACT will remain the property of that PARTY.

21.3. All INTELLECTUAL PROPERTY in RMC INFORMATION shall remain at all times the property of RMC or SHIPOWNER. RMC INFORMATION shall not be used by CONTRACTOR other than for the purpose of the WORK and shall, upon written request by RMC, be returned to RMC when the WORK is completed.

21.4. CONTRACTOR shall maintain ownership of inventions, developments and enhancements of CONTRACTOR INTELLECTUAL PROPERTY, in addition to INTELLECTUAL PROPERTY produced independently of the CONTRACT, unless any of such are based in whole or in part on RMC INFORMATION, in which event they shall be owned by RMC.

21.5. CONTRACTOR shall provide and grant to RMC and SHIPOWNER and to anyone authorized by RMC and SHIPOWNER an irrevocable, perpetual, transferable, royalty-free, world-wide, non-exclusive license to all INTELLECTUAL PROPERTY owned by CONTRACTOR hereunder to the extent necessary for RMC, SHIPOWNER or their transferees to utilize the WORK and the DOCUMENTS, including the engineering, procurement, construction, installation, operation, maintenance, modification, adaptation and repair of such. Said license may be freely assigned to any end user of the WORK.

21.6. CONTRACTOR shall indemnify and hold harmless RMC GROUP against any actual or alleged claims and proceedings, including legal fees, by RMC GROUP or third parties with regard to infringement or violation of any INTELLECTUAL PROPERTY rights, in any jurisdiction, in connection with the WORK.

22. CONFIDENTIALITY

22.1. CONTRACTOR shall keep confidential all RMC INFORMATION and all information arising out of the CONTRACT that by its nature is confidential, including the terms of the CONTRACT. CONTRACTOR shall not divulge to a third party the said information without the written consent of RMC, unless such information:

- a) Is already known to CONTRACTOR at the time the information was received,
- b) Is or becomes part of the public domain (except by default of CONTRACTOR or its personnel),
- c) Is rightfully received from a third party without an obligation of confidentiality, and/or
- d) Is required to be disclosed by law.

22.2. CONTRACTOR shall be entitled to disclose RMC INFORMATION to CONTRACTOR GROUP to the extent necessary for the purpose of fulfilling its obligations under the CONTRACT, provided that such disclosure is made under a separate confidentiality and non-disclosure agreement no less stringent than this Article.

23. ASSIGNMENT OF THE CONTRACT

23.1. RMC is entitled to assign, novate or otherwise transfer its rights and obligations under the CONTRACT, fully or partly, to any affiliates or any third parties. CONTRACTOR may not assign his rights and obligations under the CONTRACT without RMC's prior written consent.

23.2. Upon RMC's written notification to the CONTRACTOR, SHIPOWER and SHIPOWER's partners shall have the right to utilize and enforce any of RMC's rights under the CONTRACT directly towards CONTRACTOR, including, but not limited to warranty rights.

24. SUBCONTRACTING

24.1. CONTRACTOR shall not subcontract any major or important part of the CONTRACT unless RMC has given approval in writing. Subcontracting shall not relieve CONTRACTOR of CONTRACTOR's responsibility for the whole of the WORK and for the timely execution hereof and CONTRACTOR shall be responsible for the acts, defaults and neglects of its subcontractors as fully as if they were the acts, defaults and neglects of CONTRACTOR.

24.2. CONTRACTOR shall ensure that all subcontractors involved in the performance of the WORK are bound by terms that are no less stringent than the CONTRACT.

24.3. Subcontracts entered into by CONTRACTOR shall contain a provision under which RMC is entitled to call for the subcontract to be assigned to RMC.

24.4. In relation to the CONTRACT and the WORK hereof, RMC shall be entitled to assign to CONTRACTOR any contract entered into by RMC. If after entry into the CONTRACT, RMC assigns a contract and the conditions of such contract were unknown to CONTRACTOR at the time of entry into the CONTRACT, CONTRACTOR is entitled to request for variations in accordance with the provisions in Article 5.

25. CORPORATE SOCIAL RESPONSIBILITY, ANTI-CORRUPTION AND FAIR COMPETITION

25.1. Each PARTY shall uphold the highest standards of business ethics and corporate code of conduct in the performance of the CONTRACT. Furthermore, each PARTY by entering into the CONTRACT confirms that it will act in compliance with applicable labor standards, anti-discrimination rights and fundamental human rights norms as described in the Universal Declaration of Human Rights.

25.2. Each PARTY agrees that they will not, directly or indirectly take part in any action that constitutes bribery, corruption or trading in influence pursuant to laws and regulations applicable to the CONTRACT or the RMC GROUP or CONTRACTOR GROUP. CONTRACTOR warrants and represents that, in connection with the WORK it has not made or offered and will not make or offer any payment, gift, promise or other advantage or anything of value, whether directly or through intermediaries, to or for the use of any public official, where such payment, gift, promise or advantage would violate the principles identified in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union, or that would violate any national anti-corruption laws that might apply to the CONTRACT.

25.3. Each PARTY agrees to act in a fair and ethically justifiable manner in accordance with applicable competition rules.

26. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

26.1. Each PARTY confirms upon entering into the CONTRACT that it will act and exercise such CONTRACT in compliance with the highest standards of health, safety, environment and security policies.

26.2. CONTRACTOR shall pay attention to safety during the manufacture of the WORK in order to avoid loss or harm to any person, property or environment. CONTRACTOR shall have a documented, implemented and auditable Health, Safety, Security and Environment (HSSE) management system for the WORK to be performed according to applicable laws and regulations where the WORK is performed. CONTRACTOR's HSSE management system shall have a level of standard that is no less stringent than and in strict compliance with HSSE policies used in the ship- or offshore yards in Finland. RMC shall have the right to perform quality audits of the CONTRACTOR's HSSE management system. CONTRACTOR shall immediately and not later than within twenty-four (24) hours, notify RMC of any fatal or severe safety incidents occurring and directly related to the performance of the WORK.

27. RESOLUTION OF DISPUTES

Any dispute, controversy or claim arising out of or relating to this CONTRACT, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The PARTIES shall act and handle the dispute in an amicable manner.

28. THIRD PARTY RIGHTS

Except as expressly provided in the CONTRACT it is agreed that the CONTRACT is not intended to and does not give any person who is not a PARTY to this CONTRACT any rights to enforce any provision contained herein.

29. GOVERNING LAW

The CONTRACT shall be governed by and interpreted in accordance with laws of Finland.

30. CONTRACTOR'S'S LIABILITY ACT

30.1. The CONTRACTOR shall ensure that it and its employees performing the WORK in the SITE and on the VESSEL have all licenses, permits and certificates whatsoever required by applicable laws and regulations for carrying out its obligations and performing WORK under this CONTRACT, including without limitation appropriate work permits, passports and alike and that such documentation is valid throughout the term of this CONTRACT. The CONTRACTOR shall procure and maintain at its own cost any and all items necessary for its performance under the CONTRACT including e.g. all necessary authority issued permits and approvals, work permits and alike (if any).

30.2. The CONTRACTOR shall provide RMC the documentation, certificates or other official statements acceptable to RMC as required by the Finnish Act on Contractor's Obligations and Liability (1233/2006), which include at least the following documentation ("Documentation"):

- Accounts on whether the enterprise is entered in the Prepayment Register in compliance with the Act on Prepayment of Tax, the Employer Register and registered as VAT-liable in the Value Added Tax Register in compliance with the Act on Value Added Tax
- Trade register extract of the company
- Certificate of tax payment or tax debt
- Certificates of valid and paid employee pension insurance and social security payments. The CONTRACTOR shall be liable to ensure that all of its and its subcontractors' foreign employees working on the VESSEL hold a valid A1/E101 or equivalent certificates or are covered by an insurance taken from a Finnish Insurance institute. To the extent applicable, the referred A1/E101 or equivalent certificates in relation to each foreign employee performing WORK in Finland for the VESSEL shall be provided to RMC prior to the date of commencement of the relevant WORK in Finland.
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- Clarification of the Finnish applicable collective bargaining CONTRACT or the main contractual terms applied to CONTRACTOR's employees.
- An account on how the employees' occupational health services have been organized.

30.3. The CONTRACTOR shall be solely responsible for all matters relating to compensation and employment of its employees including compliance with social security payments, withholding and other taxes and all other laws and regulations governing such matters. The CONTRACTOR's obligations set forth in this Article 30 shall cover any and all CONTRACTOR's subcontractors and the CONTRACTOR shall ensure the compliance of all obligations set forth in this Article 30 by all subcontractors in its supply chain performing WORK or any part thereof. The Documentation with respect to the CONTRACTOR and CONTRACTOR's subcontractors shall be provided to RMC within the time limits of the Finnish Act on Contractor's Liability.

30.4 Should the CONTRACTOR fail to provide the complete Documentation to RMC or should the Documentation not be in compliance with the requirements of the Act on Contractor's Liability, RMC shall have the right to terminate this CONTRACT with immediate effect without any liability to the CONTRACTOR.

30.5 The CONTRACTOR shall indemnify RMC for any and all damages, penalties, fees and other costs and payments incurred by RMC and arising out or relating to CONTRACTOR's failure to comply with this Article 30.