



CERTIFICATION OF MATERIALS AND COMPONENTS

Short Form Agreement ("Agreement")

DNV Doc No:
SFA-A1472797

Section I - Cover letter

"Customer"

Legal entity: **Mistras Group BV**

Legal entity VAT no: **BE0553523471** Customer no.(id): **10764200**

Contact person: **Mr. Jalil Mamouni** Phone/mail: **jalil.mamouni@mistrasgroup.be**

Business address: **Noorderlaan 117 2030 Antwerpen Belgium** Invoicing address: **Noorderlaan 117 2030 Antwerpen Belgium**

Is purchase order no. required to process invoice: No Yes; P.O. no: _____

"DNV"

Legal entity: **DNV Netherlands B.V.**

Legal entity VAT no: **NL003104990B01** DNV order no: **A1472797**

Contact person: **Florin Lacatus** Phone/mail: **Florin.Lacatus@dnv.com**

Business address: **Zwolseweg 1
2994 LB
Barendrecht**

Work/project

Project name: **Initial AoSS for Mistras Group BV based on B04**

Commencement date: **2024-01-02** Contract end date: **2024-07-02**

Work location: **According to survey request** Project number (if applicable): **Initial AOSS based on B04**

Applicable rules: **DNV Class programme DNV-CP-0640, edition June 2022**



Scope of Work (the Work)

1. Initial AoSS for Mistras Group BV based on B04, non-destructive testing on classification projects
2. Survey and/or assistance from DNV the Netherlands. Which can consist out of, but not limited to; preparation, surveys, reporting, handling of approval jobs, progress meetings, invoicing and queries raised by the customer, etc..

Asbestos

The undersigned customer representative confirms to be duly authorised by the company requesting afore stated services to make the following declaration:

The undersigned customer representative declares that any products requested to be certified under this agreement will be free from asbestos¹ when delivered by the company.

Further the undersigned customer representative declares that written procedures for purchasing and controlling the supply of asbestos free materials and components, for any kind of equipment, component or spare, are established. These procedures contain – as a minimum – supplier evaluation and selection methods, asbestos free verification practices for supplied products and instructions for the issuance of asbestos-free declarations as supporting documentation.

This declaration is based upon the following requirements and procedures:

- SOLAS Regulation II-I/3-5, New Installation of Asbestos
- IMO MSC.1/Circ.1379
- ISO 9001
- IMO MSC.1/Circ.1426
- Resolution MEPC.269(68) - 2015 Guidelines for the Development of the Inventory of Hazardous Materials
- The company's other relevant procedures, if any (as listed under paragraph "Special conditions" and added as attachments)

Remuneration, terms of invoicing, costs/expenses

For item 1, Initial approval of Service Supplier based on module B04, will be charged at € 880,00

For item 2, Survey and/or assistance from DNV The Netherlands will be charged at €316,80.

Deliverables

(tick as appropriate)

Certificate

Other

¹ According to the UN recommendation "Globally Harmonized System of Classification and Labelling of Chemicals (GHS)" adopted by the United Nations Economic and Social Council's Sub-Committee of Experts on the Globally Harmonized System of Classification and Labelling of Chemicals (UNSCGHS), the UN's Sub-Committee of Experts, in 2002 (published in 2003), carcinogenic mixtures classified as Category 1A (including asbestos mixtures) under the GHS are required to be labelled as carcinogenic if the ratio is more than 0.1%. However, if 1% is applied, this threshold value shall be recorded in a separate material declaration.

Special conditions

- The fee(s) in this agreement are excluding VAT
- Terms of payment: 30 days
- All correspondence to be in English language
- Irrespective of the commencement date, the "work" will start upon receipt of the signed SFA and all required documents from the "customer"
- When the SFA has not been returned to DNV, the fee(s) in the SFA are valid for three months from the date signed by DNV
- Normal working hours, including travel time: 8 hours, between 08.00h and 18.00h from Monday to Friday. Work outside these hours will be subject to additional charges (hourly rate for working hours and overtime)
- Overtime hours will be charged in addition to normal working hours at an hourly rate of €100,20
- Travel time and travel costs based on the following zones determined by the distance between the survey location and the nearest DNV office in The Netherlands (Barendrecht, Drachten, Amsterdam and Arnhem)

Zone:		
City Rate 1	0-15 km	€ 112,-
City Rate 2	15-30 km	€ 183,-
Travel rate 3	>30 km amount of km (one way) x	€ 7,20
- When there is no surveyor available from the nearest DNV office at a requested date, DNV will suggest another date or offer a surveyor from another office
- DNV reserves the right to apply periodical invoicing, for the work as listed under "Scope of work" and call out charge
- "Work", "travel time and travel cost" carried out in 2024 and onwards will be subject to an annual adjustment
- Additional work related to multiple revisions for design review/type approval, certificate or survey report, additional surveys due to solving of non-compliances, surveys attended when the work is not ready, repetitive tests, or a cancelled certification process for design review and/or survey will be charged for the time spent"
- Hotel, other travel expenses and additional order related expenses will be charged at cost when applicable
- It's the customer's responsibility to provide DNV with the correct invoice information as per Section I "Customer" of this agreement. When insufficient information has been provided to DNV, which leads to additional administrative work, this will be invoiced at an hourly rate as mentioned under; "Remuneration, terms of invoicing, costs/expenses"
- When a PO has or will be submitted by the client, DNV will not sign the PO due to possible conflict in terms and conditions and the DNV terms and conditions will prevail. If relevant DNV will make a reference to the PO on our invoice(s)
- Remote Survey(s) upon mutual agreement between Customer and DNV. Feasibility and reliability of remote handling will be assessed by DNV. DNV reserves the right to abort or stop the remote survey(s)".

This Agreement shall consist of: Section I - Cover letter, Section II - General Terms and Conditions, the applicable attachments and the applicable DNV Rules, which together constitute the integrated entire Agreement between the Parties. For MED certification, the Agreement additionally includes an Application Form and the MED Certification Guidelines published on www.dnv.com. The above listed documents in the Agreement shall be interpreted as one agreement and in case of any ambiguities or contradictions between the various documents, the documents shall take precedence in the order listed here: the Cover Letter, General Terms and Conditions, any attachments and the applicable DNV Rules, except for technical requirements where the DNV Rules shall take precedence. However, if there is a Framework/Periodical Service Agreement or the like in place between the Parties, such agreement shall remain in full force and effect and stipulations of the same shall supersede any contradicting terms in the above mentioned documents. Any terms and conditions included in purchase orders, standard terms or similar from the Customer shall be disregarded and not affect the terms of this Agreement, even if signed by both Parties. Any such Customer's purchase orders shall be deemed relevant for invoicing purposes only. This Agreement may only be amended in writing between the Parties. Should any provision of this Agreement be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of this Agreement. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision. This Agreement is made in duplicate, one original for each Party hereto. If Services shall commence before this Agreement is executed, then the Parties agree that the Services shall be governed by the provisions of this Agreement.



DNV Doc No: **SFA-A1472797**

Place:

Date :

for Customer

Place:

Date :

for DNV

Client representative

(Name and Title in capital letters)

**Bas Wolfslag
Area Manager
CMC & New Building
Benelux & France CMC& NB
(M-WW-NC)**

Section II - General Terms and Conditions

1 Definitions and General

1.1 In this Agreement, the following defined terms apply:

- “Affiliate” shall mean any subsidiary, parent company, ultimate holding company or a subsidiary of such parent or ultimate holding company, and any branch, local office, or local representative of any such entity. For the purpose of this definition, “parent company” and “subsidiary” shall have the meaning assigned to them under the Norwegian Private Limited Liability Companies Act article 1-3 (2) and (3);
- “Agreement” shall mean the agreement entered into between the Customer and DNV including these General Terms and Conditions and the DNV Rules and/or any other applicable or agreed standards. The above listed documents shall be interpreted as one agreement and in case of any ambiguities or contradictions between the various documents, the documents shall take precedence in the order they are listed above except for technical requirements where the DNV Rules shall take precedence;
- “Best Effort” shall have the same meaning as in UNIDROIT Principles of International Commercial Contracts 2016, Art 5.1.4 (2), namely: To the extent that an obligation of a Party involves a duty of “Best Efforts” in the performance of an activity, that Party is bound to make such efforts as would be made by a reasonable person of the same kind in the same circumstances;
- “Claim” or “Claims” shall mean any and all claims, losses (including pure economical losses), demands, taxes, liens, liabilities, judgments, awards, provisional injunctions, remedies, debts, damages, injuries, costs, legal and other expenses, or causes of action of whatsoever nature, and in whatever jurisdiction the foregoing may arise;
- “Classification” shall mean a service which comprises the development and maintenance of rules, and the verification of compliance with the DNV Rules throughout a Vessel and/or Unit’s life;
- “Consequential Loss” shall mean loss and/or deferral of production, lost productivity (disruptions), loss of product, interruption or loss of use, wasted overhead, cost of substitute equipment, downtime costs, loss of time to any Vessel or Unit or loss of hire, loss of business opportunities and contracts, loss of goodwill, loss of data, loss of use or corruption of software, data or information, errors or similar caused by faulty software or software bugs, loss of revenue, profit or anticipated profit (if any), losses arising from liabilities or indemnities under other contracts, recall or rectification costs, in each case whether direct or indirect and whether or not foreseeable at the commencement of the Services or other forms of indirect or consequential loss, howsoever such may arise;
- “Customer” shall mean the entity which has entered into the Agreement with DNV;
- “Customer Group” shall mean
- the Customer and its Affiliates;
 - the Customer’s other contractors (other than DNV), suppliers and sub-contractors (of any tier) and their respective Affiliates;
 - to the extent the Services relates to a Vessel or Unit, the Party contracted to build a Vessel or Unit and/or the registered owner and/or manager of the Vessel or Unit and/or any other organization and/or person who has assumed the responsibility for operation of the Vessel or Unit and who on assuming such responsibility has agreed to take over all the duties and responsibilities related to the Vessel or Unit, and
 - the respective directors, officers, managers, agents, employees (including agency personnel) and representatives of the persons and entities mentioned under (a), (b) and (c) above as well as any other person or entity acting on its/their behalf;
- “Deliverable” shall mean the deliverable(s) which shall be provided to the Customer by DNV according to the Agreement;
- “DNV” shall mean the entity within the DNV Group with which the Customer has entered into the Agreement;
- “DNV Group” shall mean
- DNV;
 - DNV AS and its Affiliates;
 - DNV’s other contractors, suppliers and sub-contractors (of any tier) and their Affiliates; and
 - the respective directors, officers, managers, agents, employees (including agency personnel) and representatives of the persons

and entities mentioned under (a), (b) and (c) above as well as any other person or entity acting on its/their behalf;

“DNV Rules” shall mean the independent standard that consist of all requirements, technical and procedural, adopted by the Society as the basis for Classification;

“Flag Administration” shall mean the government of the state whose flag a Vessel is entitled to fly;

“Party” or “Parties” shall mean Customer and/or DNV;

“Services” shall mean the services which shall be provided to the Customer by DNV according to the Agreement;

“Shelf State” shall mean the government of the state who has administrative and regulatory control over exclusive maritime areas and whose regulations a Unit shall comply with;

“Society” shall mean DNV AS and those Affiliates carrying out Classification and Statutory Certification;

“Statutory Certification” shall mean a service with the intention of confirming compliance with regulatory codes and regulations on behalf of the relevant Flag Administration or Shelf State;

“Unit” shall mean any object designed for special operations and not for transportation on water;

“Vessel” shall mean any object designed for transportation or special operations on water;

“Virus” shall mean any device, software, code, file, programme or application which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

“Vulnerability” shall mean a weakness in the computational logic (for example, codes and formulas) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

1.2 These General Terms and Conditions shall be incorporated in the Agreement and shall override and exclude any terms and conditions sought to be imposed by the Customer. No amendment, waiver of any provision and/or change to these General Terms and Conditions and no additional terms put forward by the Customer shall be binding or valid unless set out in writing and duly signed by the authorised representatives of both Parties.

2 DNV’s General Obligations

- 2.1 The Services shall be carried out in accordance with the Agreement, the provisions of these General Terms and Conditions, the DNV Rules, the international conventions and EU regulations applicable to the relevant Services and Flag Administration and/or Shelf State requirements, as well as any other agreed standards. The Services performed by DNV shall be performed using Best Efforts and under the basic assumption that all other Parties involved, including but not limited to the Customer Group, fulfil their obligations and provide correct and complete information to DNV.
- 2.2 The extent of and methods for verifying compliance with DNV Rules and/or other rules and regulations will be decided by the Society, to establish reasonable assurance that the relevant requirements are complied with.
- 2.3 Any terms, conditions, duties, or warranties otherwise incorporated or implied by law (including, but not limited to any fitness for purpose warranties) are hereby expressly excluded in full or to the fullest extent permitted by the applicable law. The remedies set forth in Clause 5.4 shall therefore be the sole remedies for any discrepancies, errors, or omissions whatsoever regarding the Services.
- 2.4 DNV will provide suitably qualified personnel to carry out the Services in accordance with the Best Efforts obligation set out in Clause 2.1 above. Unless otherwise agreed, DNV may at any time substitute personnel assigned to carry out the Services, provided that such substitutes are suitably qualified.
- 2.5 DNV will use Best Efforts to protect information received from the Customer for the purpose of performing the Services against unintended disclosure, modification and deletion, and against Virus, Vulnerability and other malware attacks. In the event of loss or destruction of data, DNV’s responsibilities are limited to

using Best Efforts to restore such data from DNV's most recent back-up copy. To the extent the Customer is responsible for the loss or destruction of data, DNV may charge the Customer a reasonable fee for such restoration of data.

- 2.6 DNV shall use Best Efforts to protect any Customer data and other Customer material which DNV was granted access to in connection with the performance of the Services against unauthorized access.

3 Customer's General Obligations

- 3.1 Customer agrees that DNV's performance of the Services requires DNV, as far as applicable, to be granted access to all relevant information required for the Services, including but not limited to any documents, data, video, images, audio files, technologies, software, hardware, physical items, designs, drawings and specifications, regardless of whether such information is provided in writing, verbally, digitally or electronically. DNV shall have the right to, as far as applicable, conduct surveys at all relevant sites, equipment, machinery and facilities and other relevant information, in person, digitally or remotely as the case may be. For this purpose, Customer shall in a timely manner, without conditions, make all necessary arrangements and provide DNV with all reasonably necessary access to the above-mentioned information and/or facilitate digital or remote access to such, if applicable.
- 3.2 Unless it is explicitly agreed as part of the Services to identify discrepancies, errors, inconsistencies or omissions in the information provided by the Customer Group, the Customer is responsible for all aspects of the information the Customer Group provides or otherwise makes available and DNV is entitled to rely on the legality, reliability, integrity, accuracy, completeness and quality of such information in the performance of the Services. All Deliverables provided by DNV are based on the information, documentation and/or physical items made available by Customer Group to DNV.
- 3.3 Customer is responsible for procuring the necessary rights to all information provided to DNV and to keep any information provided to DNV for the provision of the Services updated. Customer understands that the duty to provide and update information is continuing for the duration of the validity of the Deliverable issued under the Agreement.
- 3.4 Should the Customer fail to provide DNV with the required access or information at the agreed times, DNV may suspend the performance of the Services pending access and/or receipt of necessary information. DNV shall have no liability as a consequence of any such suspension and the Customer will be responsible for DNV's fees and other reasonable costs and expenses incurred by DNV.
- 3.5 Customer confirms that it is familiar with and understands the requirements in the applicable DNV Rules, international conventions, EU Regulations and/or Flag Administration or Shelf State requirements and other standards applicable to the Agreement and the Services.
- 3.6 Upon DNV's issuance of the applicable Deliverable in accordance with Clause 5.1, DNV is not responsible for maintaining the status and validity of the applicable Deliverable, for example through the process of regular surveys in accordance with the applicable DNV Rules.
- 3.7 Except as otherwise explicitly agreed in writing, Customer shall be responsible for regular back-up and other protection of its own data and software. Customer shall use Best Efforts to prevent Virus, Vulnerability, loss, damage or corruption affecting DNV Group's computer systems or infrastructure during DNV's performance of the Services.
- 3.8 The Customer shall indemnify DNV for Claims caused by Customer knowingly submitting wrongful or misleading information.
- ### 4 Services delivered digitally and/or remotely
- 4.1 In the event that DNV, in accordance with Clause 2.2 above, deems it suitable to perform the Services or parts thereof, using digital technology such as artificial intelligence, systems, data streams, tools, software, hardware, video, images or otherwise digitally or remotely as the case may be (the "Digital Technology"), each Party shall cover its own costs arising from or in connection with licensing and use of the agreed Digital Technology for the purpose of the Services and each Party shall obtain and maintain the licenses and consents necessary for the Digital Technology.
- 4.2 If, contrary to the principles set out in Clause 4.1, it is agreed that DNV shall solely provide the Digital Technology for the purpose of the Services, the following shall apply:

- a) Customer is granted a restricted, non-transferable, non-exclusive, right to use the agreed Digital Technology for the sole purpose of enabling DNV to perform the Services or the applicable parts thereof. Customer shall access and use the Digital Technology in accordance with DNV's instructions and manuals;
- b) Unless otherwise agreed, the duration of the license to use shall be limited to the period necessary for DNV to perform the Services;
- c) All conditions, warranties, terms, representations and undertakings express or implied relating to fitness for purpose, satisfactory quality, correspondence with samples and defects in materials, design and workmanship are excluded;
- d) The warranties and remedies set forth in this Agreement are exclusive and in lieu of all others, oral or written, express, implied or statutory, legal or equitable. DNV makes no other representations, warranties or indemnities, whether express, implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose; and
- e) The Digital Technology is licensed as is and not sold. All right, title and interest in and to the Digital Technology, including ownership of all applicable rights in patents, copyrights, trademarks and trade secrets, intellectual property rights or other proprietary rights, any copy or part thereof, including all modifications, customizations, bug fixes, updates or any other programs or materials developed during the performance of any maintenance service or otherwise provided by DNV, shall not transfer to Customer and shall remain solely with DNV or its licensees. The Digital Technology provided hereunder is proprietary to DNV, and Customer agrees to be bound by and observe the proprietary nature thereof.
- 4.3 DNV does not warrant that the provision of the digital or remote Services will be uninterrupted or without problems due to or caused by technical issues, Virus, Vulnerability, failure in the Digital Technology, or availability, competency or cooperation of the Customer or that the functions contained in the Digital Technology will meet Customer's requirements.
- ### 5 Deliverables
- 5.1 DNV shall, upon completion of the relevant Services issue the Deliverable, provided always that DNV in its sole professional discretion finds that the applicable requirements are satisfied, subject to relevant conditions, as the case may be. Any confirmation of conformity with DNV Rules or with other rules and/or regulations is confirmed on the date as given in the Deliverable. If not otherwise agreed, the Deliverable will be issued digitally only. The digital version of the digitally signed Deliverable represents the original of the Deliverable and any paper version is a copy.
- 5.2 DNV may, without prejudice to any other rights available to DNV, at any time recall, suspend, withhold, withdraw and/or reissue any Deliverable with immediate effect and/or suspend or withdraw any Vessel or Unit from class and/or suspend further performance of the Services if in DNV's sole professional opinion:
- a) Customer fails to provide any necessary information or documentation for the purpose of maintaining the Deliverable and/or class; or
- b) Customer fails to comply in due time with conditions or instructions issued by DNV; or
- c) Customer fails to pay any fees or other sums due to DNV; or
- d) any relevant discrepancies, errors or omissions in the basis for the Deliverable is detected;
- e) Customer misrepresents DNV's business name, trademark or Deliverable on which such name or trademark is used; or
- f) if the DNV Rules and/or the rules applicable to Statutory Certification rules allows for it.
- 5.3 If a Deliverable is recalled, suspended, withheld, or withdrawn by DNV in accordance with Clause 5.2 or 19.6, the Customer agrees to immediately stop using or displaying the Deliverable. Customer shall ensure that all third parties are immediately informed and instructed to cease using and displaying the Deliverable.
- 5.4 Any documented error or defect in the Deliverable 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 Customer or Customer Group and DNV is duly notified of said errors or defects within twelve months after delivery or completion of the Services, whichever occurs first. Provided that DNV's rectification or re-performance is successful, there shall be no further remedies for Customer for defective Deliverable.
- ### 6 Health, Safety and Environment (HSE)

6.1 Whenever DNV's performance of the Services involves visits to or work on Customer Group controlled facilities or sites, Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. DNV or its personnel is entitled to refuse to carry out any activity, or visit any area or site, if DNV or its personnel in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained or otherwise mitigated. DNV shall have no liability as a consequence of any such decision and the Customer will be responsible for DNV's fees and other reasonable costs and expenses incurred by DNV.

7 Variations to the Services

7.1 Customer may in writing request DNV to perform additional, reasonably similar services under this Agreement. DNV shall not be obliged to execute any variations until the consequences of the variation has been agreed in writing, as an amendment of this Agreement.

8 Taxes and Remuneration

- 8.1 Except as provided for in this Clause 8, each Party is responsible for and is to carry any tax, duty or similar government charge levied or imposed on any activity of that Party.
- 8.2 Prices, fees, rates or remuneration ("Consideration") are exclusive of any form of sales taxes, value added tax, goods and services tax and/or any other similar taxes ("Indirect Tax"), including any applicable surcharges. If Indirect Tax is or becomes applicable on the Services rendered under this Agreement, the Customer shall pay such Indirect Tax in addition to the Consideration to the extent the Indirect Tax is not owed by the Customer (reverse charge procedure).
- 8.3 The Consideration does not include:
- withholding taxes or other similar government charges ("Withholding Tax"), including any applicable surcharges. In such case the provisions in Clause 8.4 below apply;
 - non-refundable or unrecoverable Indirect Tax arising from DNV's purchase of services from other companies in the DNV Group for the purpose of the Services ("Subcontractor Indirect Tax Cost"). Such Subcontractor Indirect Tax Cost will be charged to the Customer in addition to the Consideration and may increase the basis for calculation of Indirect Tax and Withholding Tax mentioned in 8.2 and (a) above.
- 8.4 If and to the extent Customer must deduct Withholding Tax according to law, Customer shall carry the cost of any such Withholding Tax. DNV is entitled to increase the Consideration, so that the amount received by DNV from Customer, equals what would have been received had no Withholding Tax been levied. Alternatively, if no such increase has been made, or it is insufficient, and a Withholding Tax is levied, DNV is entitled to invoice an additional amount needed to receive the shortcoming. Customer shall as early as possible and at the latest prior to making a payment, inform DNV about any Withholding Tax and the availability of any formal procedure resulting in an authorisation to make a payment without or with a reduced Withholding Tax. Customer and DNV shall co-operate, in completing any procedural formalities necessary for the Customer to obtain authorisation to make payment without or with a reduced withholding.
- Customer shall indemnify and hold DNV harmless from any and all financial responsibility or sums found to be due arising out of the non-payment, late-payment or payment to a non-competent tax authority or governmental body of any Withholding Tax or related payment amounts by the Customer.
- Within ten days of paying the Withholding Tax or making any other payment required in connection with that withholding, the Customer shall deliver to DNV an official receipt or other evidence reasonably satisfactory to DNV that payment has been made to the competent tax authority or any other competent governmental body. DNV shall cooperate with the Customer and shall use reasonable efforts, at no cost to DNV, in seeking refunds available in the country where the Withholding Tax is levied, following from the Customer's payment of such tax. In case a refund is obtained, the refund shall be for the benefit of the Customer.
- 8.5 Customer shall effect payment as agreed in the Agreement to DNV, or another legal entity within the DNV Group if specified as payee on the invoice, for the Services, including any variations, to the bank account stated on the invoice within thirty days of the date of the invoice.

Services performed by DNV shall be invoiced in accordance with the tariffs of DNV or on the basis of the price quoted in the offer or agreed in the Agreement. In addition thereto, if not explicitly agreed otherwise, DNV will charge any extra expenses incurred in connection with the services rendered (e.g., travelling, other expenses, Indirect Tax etc.).

Customer accepts invoices sent by electronic means in accordance with the information provided by Customer. Should such an invoice fail to meet Customer's requirements and needs to be reissued due to incorrect and/or insufficient information provided to DNV by Customer, then DNV shall be entitled to charge a reasonable handling fee.

Additional expenses which are incurred by DNV in connection with the performance of the Services, and for which DNV is not responsible, for instance, as a result of poor organisation on the part of the Customer or of repetition of unsuccessful tests and extra time spent, will be charged separately at the respective current cost rates, if not explicitly agreed otherwise.

- 8.6 In case of late payments, DNV is entitled to (i) charge a late payment interest according to the applicable law of this Agreement, or 8% per annum pro rata, whichever is the higher and/or (ii) suspend any part of the Services and/or (iii) retain, recall, suspend, withhold or withdraw any Deliverable in respect of all outstanding payments (whether related or not) arising out of the entire business relationship with the Customer Group, regardless of whether one or more Vessels or Units owned or managed by the Customer are affected and/or (iv) terminate the Agreement in accordance with Clause 19.2 (a).
- 8.7 No disputes arising between DNV and the Customer shall interfere with prompt payment of invoices by the Customer. The Customer shall have no right to set-off any sums including sums in respect of counterclaims, unless such counterclaim is undisputed or has been finally adjudicated upon by a court in accordance with Clause 21.

9 Confidentiality

- 9.1 Each Party as recipient agrees to keep confidential any information it receives from the other Party as disclosing Party in the course of the Agreement unless specifically designated by the disclosing Party at the time of disclosure to be non-confidential or non-proprietary. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing Party's prior written consent, provided however that each Party may share such information with its Affiliates and their officers, employees, or professional advisors who are subject to confidentiality obligations reflecting the principles herein.
- 9.2 The obligations set forth in Clause 9.1 shall not apply to any information which: (i) is or becomes known to the recipient from a third party without any confidentiality obligation to the disclosing Party; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; (iii) has been developed by the recipient independently from this Agreement; (iv) is required to be disclosed to any competent court, governmental agency, Shelf State, Flag Administration or other relevant public authority in accordance with applicable law, court order or other public regulation; (v) is related to a Vessel or Unit and is disclosed by DNV to its registered owner and/or ultimate owning company and/or any of its authorized representatives (vi) is disclosed in line with regulations of the International Association of Classification Societies (IACS).
- 9.3 Customer acknowledges that DNV is bound by an obligation to give relevant public authorities (e.g., Flag Administration, Shelf State and/or EU Commission) or anyone acting on their behalf, access to information in accordance with applicable regulations. Customer shall give unrestricted access to such authorities' audit team for any required inspection of Vessels or Units or other assets/sites.
- 9.4 The obligations in this section shall survive the completion of the Services or termination of this Agreement and shall continue for as long as the relevant information remains confidential.

10 Assignment and Subcontracting

- 10.1 This Agreement, including any Deliverable issued as a result hereof or deriving herefrom, is exclusively for the Customer and no rights (including subrogation), obligations, interest, Claim, benefit shall extend to any other (third) party without the prior written consent of DNV. Customer is not entitled to grant to any third party any right of use in respect of any Deliverable without the consent of DNV.
- 10.2 DNV may at its discretion subcontract parts of or the whole of the Services to any other company within the DNV Group. The DNV

Group shall have the benefit of and shall be entitled to enforce against the Customer the rights, exclusions, limitations of liability and indemnities set out in the Agreement.

11 Intellectual Property Rights

- 11.1 For the purpose of this Agreement each Party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Agreement and, except as explicitly set out in this Agreement, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights thereto.
- 11.2 Customer shall hold a restricted, global and royalty free license to use the Deliverable or the results of the Services for their agreed or ordinary purpose, including the right to use any Deliverable in accordance with the applicable requirements.
- 11.3 Subject to the confidentiality obligations set out in Clause 9 above, all intellectual property rights in the information and data created in connection with this Agreement shall vest in DNV. In particular, DNV shall hold the copyright to the Deliverable.
- 11.4 Each Party warrants that it holds all necessary rights to material and information submitted for the purpose of the Services, or otherwise as part of fulfilment of its obligations under this Agreement. Each Party shall indemnify and hold the other Party harmless from any Claim resulting from any infringement of third party rights caused by the other Party.

12 Force Majeure

- 12.1 Neither Party shall be in breach of this Agreement, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to an unforeseeable event which goes beyond the control of the affected Party and cannot reasonably be avoided or overcome, including but not limited to armed conflict, terrorist attack, Virus or other cyber-attack, civil war, riots, toxic hazards, pandemics, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructure, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence.
- 12.2 In the event of a force majeure occurrence, the affected Party shall notify the other Party without undue delay of the particulars of the situation and the estimated duration. Either Party shall be entitled to terminate the Agreement with immediate effect should the force majeure occurrence endure for more than thirty days.

13 Indemnifications

- 13.1 DNV Group and Customer Group shall indemnify and hold each other harmless from and against all Claims arising while carrying out the Services in respect of: (i) bodily injury, sickness, disease, or death of any of its employees or other representatives; (ii) loss of or damage to their property; and (iii) own Consequential Loss.
- 13.2 The Services shall be for the Customer only. The Customer shall ensure that any other member of the Customer Group and/or any third party is made aware that the Services are intended for the Customer only and it is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the signatories hereto any right, remedy or Claim hereunder. The Customer shall indemnify and hold harmless the DNV Group from and against Claims brought by the Customer Group (other than the Customer) in connection with the Services.
- 13.3 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the DNV Group from and against all Claims in respect of pollution or contamination emanating from the assets, equipment, facilities or property of Customer Group whether owned, hired, leased or otherwise in care and/or custody by the Customer Group and arising from, relating to or in connection with the performance or non-performance of the Services.
- 13.4 The obligations to indemnify set out in this Agreement shall apply in respect of any Claims regardless whether such Claims are based on breach of contract, direct action, breach of duty (statutory or otherwise), tort (including negligence), "information liability", strict liability or otherwise, except if and to the extent such Claims are caused by (i) act or omission with the intent to cause damage or injury; or (ii) act or omission in gross disregard of a known or obvious risk which made it highly probable that harm would follow.
- 13.5 Each Party shall notify the other Party without undue delay upon becoming aware of any incident likely to give rise to a Claim against the other Party in relation to this Agreement.
- 13.6 The Customer agrees that any Claim by Customer Group in connection with the Services and/or this Agreement shall be

brought solely against DNV in accordance with Clause 21, and the Customer shall indemnify and hold harmless DNV Group from any Claim by Customer Group in breach of this Clause 13.6.

14 Limitation of Liability

- 14.1 DNV shall not be liable for any Claim incurred by Customer and/or Customer Group arising from, relating to or in connection with the performance or non-performance of the Services by DNV, breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability of any member of the DNV Group, except to the extent set out below.

DNV's liability for all Claims arising out of or in connection with this Agreement shall be limited to an aggregate total of ten times the Consideration (excluding any expenses and disbursements) payable to DNV for the Services, never exceeding a maximum aggregate sum of USD four million.

In case the Customer pays the fees periodically, e.g., under a Periodical Service Agreement or similar fee arrangement, DNV's liability for all Claims arising out of or in connection with this Agreement shall be limited to an aggregate total of ten times the annual Consideration (excluding any expenses or disbursements), never exceeding a maximum aggregate sum of USD four million.

The limitation of liability set out above shall not apply for the re-performance of the Services as provided in Clause 5.4 and DNV's indemnification obligations set out in Clause 13.1 above, and/or if the Claim is arising out of DNV's proven wilful misconduct or gross negligence at senior management level.

- 14.2 Any limitations and exclusions of DNV's liability shall extend to:

- the other members of the DNV Group; and if applicable
- the relevant Flag Administration or Shelf State for any services provided hereunder on behalf of such Flag Administration or Shelf State;

and the Customer accepts that the other members of the DNV Group and the Flag Administration or Shelf State shall be entitled to invoke such limitations and exclusions of liability directly towards any Claim from the Customer Group.

- 14.3 Neither Party excludes or limits any liability which cannot be excluded or limited by the applicable mandatory law.

- 14.4 Any Claim against DNV Group by the Customer shall be deemed to be irrevocably waived and time barred unless legal proceedings have been initiated in accordance with Clause 21 before the expiry of twelve months from the date of completion of the relevant Services.

A later issuance of a Deliverable or confirmation of Vessel or Unit being in class shall not result in the commencement of a new twelve months' time bar period, except for services provided in addition to the initial Services.

Any Claim must be notified to DNV within thirty business days after the Customer discovered or should have discovered the event or incident leading to the Claim.

15 Insurance

- 15.1 Both Parties shall maintain adequate insurance coverage covering their respective business activities and their relevant personnel under the Agreement, for such amounts and on such terms as are standard in their respective industries and with underwriters who are in good standing. Such insurances shall contain a waiver of subrogation.

16 Business ethics, anti-bribery and anti-corruption

- 16.1 The Parties shall conduct their respective business activities in a fair, ethical, and lawful manner in accordance with all applicable laws and generally accepted codes of conducts (including but not limited to the DNV code of conduct), avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labour, breach of human rights, or the imposition of unreasonable work conditions.

- 16.2 Each Party to this Agreement shall indemnify and hold harmless the other Party from any Claims resulting from or arising out of breaches of Clause 16.1.

17 Trade Compliance

- 17.1 If the conclusion of, the performance of any obligation under, or exercise of any right pursuant to, this Agreement would result in the breach of any trade, economic or financial sanctions, export controls, trade restrictions, embargoes or other similar laws, regulations, rules, measures or restrictions ("Sanctions") by any Party and/or its Affiliates, or may expose (in the reasonable opinion of the Party) any Party and/or its Affiliates to the risk of any adverse measures pursuant to any Sanctions, such Party is entitled to terminate the Agreement in whole or in part by written

notice to the other Party with immediate effect and without any liability or compensation. Nothing in this Agreement shall, or shall be construed to, require the Parties and/or its Affiliates to act in breach of any applicable Sanctions, or in any way that would expose any Party and/or its Affiliates to the risk of any adverse measures pursuant to any Sanctions.

17.2 Each Party represents and warrants that:

- a) it is not identified on any Sanctions related list or otherwise a target of Sanctions ("target of Sanctions" signifying a person with whom a US person or other person would be prohibited or restricted by Sanctions from engaging in trade, business or other activities) ("Sanctioned Person")
- b) and is not directly or indirectly 50% or more owned by, controlled by, or acting on behalf or for the benefit of any Sanctioned Person;

when performing this Agreement, or engaging in any activity in relation to this Agreement, it will not engage in any activity in breach of Sanctions, or that would expose any Party and/or its Affiliates to the risk of any adverse measures pursuant to any Sanctions.

18 Data

18.1 Each Party is responsible for ensuring that it only processes personal data in accordance with applicable data privacy law. The Customer shall notify DNV in writing and in advance if any of the information provided to or otherwise made available to DNV for the purpose of DNV's performance of the Services contains personal data. This notification obligation shall however not apply to contact details of the employees or other representatives of the Customer provided for the purpose of communication between the Customer and DNV as well as technical documentation exchanged containing basic identifiers.

18.2 Notwithstanding anything herein to the contrary, DNV shall have the right to store, process and use for its own purposes any information and data disclosed or collected during, generated from or arising in connection with the provision of the Services, unless otherwise explicitly agreed between the Parties on a case-by-case basis. Any sharing or other use of such information and data outside the DNV Group shall be in aggregated and anonymous form.

19 Term and Termination

19.1 This Agreement shall remain in full force and effect until the Deliverable is delivered, or the Services otherwise completed and paid for in full unless terminated earlier by mutual agreement or in accordance with any provisions hereof.

19.2 Each Party may terminate this Agreement by written notice to the other Party under the following circumstances:

- a) if the other Party commits a material breach of this Agreement and fails to rectify such breach within ten working days after receipt of the other Party's written notice;
- b) if the other Party becomes insolvent, is unable to pay its debts as they fall due, or is subject to bankruptcy proceedings, administration, receivership, dissolution, liquidation, winding-up or otherwise discontinues its business; or
- c) for convenience after serving the other Party a written notice 30 (thirty) days prior to termination.

19.3 In the event of termination of the Agreement by either Party, for any reason except termination for convenience, the Parties' entitlement to claim damages and the calculation thereof shall be decided in accordance with the governing law.

19.4 Unless otherwise agreed, in the event the Agreement is terminated by the Customer for convenience in accordance with 19.2 (c) prior to completion of the Services, DNV shall be entitled to: (i) the agreed remuneration for the Services rendered up to the date of termination; (ii) all costs incurred by DNV up to and including the termination date; and (iii) 10% of the remuneration agreed in respect of Services which have not been provided. In the event the Agreement is terminated by DNV for convenience in accordance with 19.2 (c) prior to completion of the Services, DNV shall only be entitled to the agreed remuneration for the Services rendered up to the date of termination.

19.5 Irrespective of cause, in the event of termination, DNV shall be entitled to retain any payment, deposit or advance of any fees made by the Customer prior to the date of termination up to the amount to which DNV is entitled pursuant to Clause 19.3 or 19.4 above, as applicable.

19.6 Irrespective of cause, in the event of termination, DNV may, without prejudice to any other rights available to DNV, recall, suspend, withhold and/or withdraw any Deliverable with immediate effect and/or suspend or withdraw any Vessel or Unit

from class and/or suspend further performance of the Services. In such case the provisions of Clause 5.3 shall apply.

19.7 In the event of termination of the Agreement, the rights and obligations of DNV and the Customer which by their nature are intended to have effect also after the expiry or termination of this Agreement, shall survive expiry or termination.

20 Severability

20.1 Should any provision of this Agreement be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of this Agreement. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision.

21 Law and Jurisdiction

21.1 This Agreement shall be governed by and construed exclusively in accordance with the laws of Norway, without regard to principles of conflicts of law.

21.2 Each Party to this Agreement irrevocably agrees that Oslo District Court in Norway shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or Claim (including any non-contractual dispute, controversy or Claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each Party irrevocably submits to the jurisdiction of the Oslo District Court.

Attachment 1

Requirements for submitting electronic documentation to DNV Maritime Customer Portal

1. General terms

- 1.1 This attachment only applies to Customers accessing the DNV Maritime customer portal and using the application to exchange digital documents and documentation.

2. Getting access to DNV Maritime Customer Portal

- 2.1 When the Agreement is signed and the Customer agrees to use DNV Maritime Customer Portal, the Customer will be provided with access to the portal.
- 2.2 This includes access to several digital services. The Company Administration service allows the Customer local administrator to create individual user accounts.
- 2.3 The DNV Maritime Customer Portal shall be used for production purposes only, not for training purposes.

3. Logging into DNV Maritime Customer Portal

- 3.1 The digital services can be accessed at <https://www.dnv.com/> under Veracity | My services. The Customer shall log in with their registered email address.
- 3.2 Further detailed description on how to use the digital services can be found in the "User guide for My Services for Class" at Veracity | My services.

4. Submitting documents through DNV Maritime Customer Portal

- 4.1 The Customer shall select the relevant portal application to access his projects and upload technical documents. No submittal by email will be accepted.
- 4.2 Electronic files submitted to DNV will be regarded as "documents" and/or documentation as mentioned in the DNV Rules and applicable standards and the Agreement.
- 4.3 The Customer shall submit the documents requested by DNV in the agreed format and at the agreed time. The Customer shall furnish DNV with all other relevant information required.
- 4.4 The Customer warrants that they have intellectual proprietary rights to all documents sent to DNV and that the Customer will indemnify and hold DNV harmless from any and all loss or claim DNV might suffer or receive as a consequence of a breach of said warranty.
- 4.5 DNV shall review the documents submitted electronically in accordance with the DNV Rules and applicable standards. Approved documents will be identified and stamped electronically. All documentation concerning the approval will be issued electronically.
- 4.6 In case documents cannot be approved, DNV shall inform the Customer without undue delay.
- 4.7 Review of paper versions of the same document submitted electronically will be charged as additional work.
- 4.8 Documents received for information only will be identified with an electronic mark stating RECEIVED FOR INFORMATION ONLY (or similar) and are not to be considered approved.
- 4.9 DNV will, subject to the terms and conditions for access, ensure that approved documents are available for the duration of the project (e.g. the delivery date of the Vessel) for which the deliverable is intended.

5. Organisation of submitted documents

- 5.1 The documentation submitted shall cover the information requested through the documentation requirements and any information in excess should be avoided.
- 5.2 A document may cover more than one documentation requirement. A documentation requirement may be covered by more than one submitted document.

6. Digital Documentation Format

- 6.1 Digital documentation shall fulfil these requirements:
- Documents shall be submitted in PDF format. Other formats may only be submitted provided that (i) the file formats are supported by DNV's production system and (ii) DNV has accepted the use of such format.
 - Documents shall be in plain PDF format. PDF files with special features may only be submitted provided that (i) the special features are supported by DNV's production system and (ii) DNV has accepted the use of such special features.
 - Documents shall be in monochrome (black and white) unless otherwise required or necessary for the readability. Documentation in colour will not get approval comments marked on the documentation.

- d) Documents shall be saved in the same size as the paper size of the documentation. This means that if the paper size of the documentation is A0, then the size of the documentation in electronic format shall also be A0.
- e) No line shall be displayed outside documentation frame. Documents shall include line thickness in plot file.
- f) Prior to submitting files, the Customer shall check that documentation sent for approval is accurately portrayed when viewed.
- g) Prior to submitting files, when relevant the Customer shall upload the Customer's documents list using the application in DNV Maritime Customer Portal to enable DNV to create mappings between the Customer's documents and the DNV Document Requirements.

7. Access to submitted documents

- 7.1. The Customer has status as Administrator of its account and may create and delete individual user accounts for sub-users, such as employees, subcontractors, shipowner etc. It is the Customer's responsibility to keep informed of the possibilities (or lack of such) to limit an individual user's access to view and download Customer documents stored and to make use of the available possibilities to restrict access whenever the Customer deems this necessary. It is the Customer's responsibility to implement such contractual restrictions on the individual users as the Customer considers required, based on the relevant access rights the Customer has provided to the various individual users.
- 7.2. As of today, there are limited possibilities to put restrictions on which documents an individual user may see. This means that if a subcontractor gets an individual user account on the Customer's DNV Maritime Customer Portal subscription, the subcontractor will be able to see (and download a copy of) all documentation the Customer (including sub-users) has uploaded on DNV Maritime Customer Portal, unless the Customer restricts access for an individual user to documents submitted under a specific project number.
- 7.3. The Customer shall indemnify and hold DNV harmless from any and all loss or claim DNV may suffer or receive related to Administrators', users' or sub-users' use of the DNV Maritime Customer Portal service.