

IKM-I-K-10E Standard purchase terms and conditions for hire of personnel in IKM Gruppen			Side 1 av 11	
Dok.ID/ Doc.ID:	007546	Opprettet/Created:	2013.06.12	
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Godkjent av/Approved by:	Løvås Svein (Gruppen)	Firma/Company:	IKM Gruppen AS	

1. APPLICATION

- 1.1. These general terms and conditions for hire of personnel apply unless otherwise agreed in writing. If the Supplier uses or refers to other general or special terms and conditions, e.g. in his order confirmations or invoice document, such terms and conditions shall be without effect, unless otherwise specifically agreed in writing.

2. SELECTION OF PERSONNEL

- 2.1. Personnel are selected individually by the Purchaser, among other things, based on the information (CV, recommendations, etc.) submitted by the Supplier. The Supplier is responsible for ensuring that all information presented and that may influence choice of person, is correct. When requested, the Supplier shall be able to document each person's professional qualifications as regards education, practice, diplomas and certificates.
- 2.2. The personnel the Supplier places at the disposal of the purchaser shall have the qualifications required to be able to perform his or her planned work.
- 2.3. The Supplier shall cover all expenses relating to renewal of certificates, work permits, etc.
- 2.4. No later than 7 days before mobilisation of personnel, the Supplier shall provide the Purchaser with details of the full names, date of birth, nationality, if necessary, valid residence and work permit and also the address of the personnel. Furthermore, the Purchaser shall be informed of the name, address and telephone number of the next-of-kin of the personnel.

3. REJECTION OF PERSONNEL

- 3.1. Personnel who after commencement turn out not to be qualified for the job, may be demobilised immediately. The Supplier shall cover any extra costs associated with this. The same applies to personnel who breach the applicable rules / agreements / regulations / laws relating to employment in general or the contract in particular.
- 3.2. The reasons for rejection shall be given and notified to the Supplier in writing.

4. ORDERING

- 4.1. The Purchaser orders personnel under the contract in the form of written orders.
- 4.2. The order shall at least state the following:
- The contract / work description
 - Date of commencement and duration
 - Workplace and mobilisation location
 - Contract number
 - Special terms and conditions (matters that are agreed in addition to or instead of the contract shall be agreed in writing)

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- 4.3. Only written orders which are in accordance with this section are valid.
- 4.4. Suppliers shall confirm all orders in writing within 2 working days. If the Purchaser has not received confirmation within the deadline, the Purchaser reserves the right not to be bound by the order.

5. WORKING HOURS/WORK SCHEDULE AND TIMESHEETS

- 5.1. The Supplier shall arrange and cover the cost of transport to the location stated in the order.
- 5.2. For offshore mobilisation, the Purchaser will arrange for helicopter transport from the heliport stated in the order. It is the responsibility of the Supplier to get his personnel to the helicopter stated in the order. The Supplier covers in full expenses in connection with travel to one of the heliports.
- 5.3. Timesheets shall be approved by the Purchaser's person responsible at the contract location.
- 5.4. A payment certificate will be issued and sent to the Supplier. This payment certificate shall be used as an invoicing basis.
- 5.5. Contract personnel are obliged to follow the working hours / work schedule that applies to the Purchaser's personnel. Overtime shall be approved by authorised personnel from the Purchaser. No compensation is paid for public holidays, unless this has been specially agreed.
- 5.6. The Supplier is responsible for applying for and submitting approval from the central trade union organisation or the Norwegian Labour Inspection Authority / Petroleum Safety Authority for the working hour arrangement that is used for any work onshore. A copy of Purchaser AS' protocol / approval for the working hour arrangement is available to the Supplier. Failure to obtain approval from the Supplier may mean that personnel cannot be mobilised or will be demobilised.
- 5.7. If there are deviations from the rotation schedule in Annex [...], a project-specific plan shall be prepared.

6. WORK OVER AND ABOVE THE ROTATION PERIOD

- 6.1. If Force Majeure events mean that it is not possible to travel home at the agreed time, personnel must be prepared to continue the work.
- 6.2. Work above and beyond the normal offshore rotation period is overtime and shall be compensated according to applicable provisions regarding overtime payment.

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7. WAITING TIME

- 7.1. If unforeseen events mean that the work cannot be commenced at the agreed time, the lost working hours shall be paid using each company's agreed hourly project rate.
- 7.2. If Force Majeure events mean that a planned home journey cannot be made, waiting time will be compensated at 80% of the hourly wage: First day from 4 hours after the planned departure. Maximum paid time – 12 hours (working hours+ paid waiting time= maximum 12 hours), waiting time for the next day is compensated for up to 12 hours per day. If the employee is put to work, the number of hours waiting time is reduced accordingly.

8. ACCOMMODATION

- 8.1. Unless otherwise specially agreed, the Supplier shall arrange the necessary accommodation for his personnel.
- 8.2. Supplier shall ensure that accommodation satisfies the requirements of collective agreements with full catering.

9. WORK CLOTHES / PERSONEL PROTECTIVE EQUIPMENT

- 9.1. Purchaser lends coveralls to the Supplier's personnel. The Supplier is obliged to ensure that when mobilised, contract personnel bring with them their personal protective equipment. As a minimum, personal protective equipment shall include: safety glasses, hardhat, hearing protection, gloves and approved safety shoes for each location.
- 9.2. If contract personnel do not bring their own work clothes and personal protective equipment, the Purchaser will provide these. This equipment will be invoiced to the Supplier with a 50% mark-up.
- 9.3. The Purchaser will supply survival suits for offshore mobilisation.

10. HEALTH, SAFETY AND ENVIRONMENT (HSE)

- 10.1. The Supplier is obliged to have an HSE standard (health, safety and environment), which is at least in accordance with the applicable regulations at any time relating to internal control.
- 10.2. The Supplier is obliged to have procedures which ensure that personnel follow the applicable internal control regulations. The Purchaser is entitled to ensure that there is compliance with the regulations. In the event of projects for the Purchaser, the Supplier's personnel are subject to and shall follow the Purchaser's HSE system and routines.
- 10.3. The Supplier is obliged to:
 - Report all incidents, or near misses, and also hazardous actions and conditions on the Purchaser or Purchaser's client's premises and facilities in connection with this agreement.

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- Obtain the Purchaser's approval of own use of the personnel hired out on contract.
- Inform own personnel hired out on contract, or others who participate in the supply, about applicable HSE measures.

10.4. Breach of the HSE provisions by a party, entitles the other party to immediately demobilise personnel and / or terminate the contract with immediate effect.

11. OCCUPATIONAL HEALTH SERVICE

- 11.1. Personnel are usually hired out to the Hirer for short periods and it is not practical for these personnel to be included in the Hirer's regular occupational health service follow-up. The Supplier undertakes to ensure that contract personnel have satisfactory follow-up through the Supplier's occupational health service as regards risk / strain involved in the work carried out for the Hirer and where the risk / strain to which the personnel are exposed the rest of the year is also taken into account.
- 11.2. Contract personnel are included in the Hirer's ordinary working environment surveys provided that they are hired at the time in question.
- 11.3. Supplier undertakes to submit information and documentation regarding the company's occupational health service, including in relation to each employee (personnel).
- 11.4. Hirer shall inform Supplier of risk / strain in the work the personnel shall carry out for the Hirer so that the Supplier has the possibility to make the necessary assessments in relation to the occupational health service.

12. HOURLY RATE BASIS

- 12.1. The Purchaser shall pay the rates and prices set forth in the agreement.

13. EQUAL TREATMENT

- 13.1. The Supplier shall ensure that personnel hired out to the Hirer shall at any time have wage and employment terms in accordance with Section 14-12 a (1) letters a-f) (the equal treatment regulations), and any regulations.

14. DUTY OF DISCLOSURE AND CONFIDENTIALITY

- 14.1. The Hirer shall submit to the Supplier information regarding to which agreement the Hirer is bound for the type of personnel the agreement covers. The Hirers shall also submit any special agreements that have been entered into between the Hirer and local trade unions, and also general wage scales or other general terms that apply with the Hirer. The Hirer shall submit information about amendments or adjustments to these documents, including adjustment in connection with wage settlement and no later than 14 days after the Hirer was notified of the change. Such changes / adjustments do not give any automatic right to adjustment of agreed rates, but the Supplier may request negotiations.

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- 14.2. If hiring takes place within a category that is not covered by previously submitted information, the Hirer shall submit the necessary information no later than 14 days after the signed PO.
- 14.3. The Supplier shall treat the information and documentation as the Hirer's trade secrets and the information shall only be disclosed to persons who require this in order to perform their tasks for the Hirer, and only for the purpose of ensuring equal treatment of personnel pursuant to Section 14-12 a (1) a-f of the Working Environment Act, or meeting his obligations to provide information to the relevant employee pursuant to Section 14-12b (2) of the Working Environment Act.
- 14.4. The Supplier and contract personnel have a duty of confidentiality and shall sign a declaration of non-disclosure, cf. Annex to this agreement. The same applies to an employee who receives information pursuant to Section 14-12 b (2) of the Working Environment Act.
- 14.5. The Hirer is entitled to request the Supplier to document which wage and employment terms have been agreed between the Supplier and the contract personnel to the extent the Hirer deems necessary. The Hirer shall treat the information and documentation as the Hirer's trade secrets and the information shall only be disclosed to persons who require this to perform their tasks for the Hirer and only for the purpose of checking that the terms relating to equal treatment have been met, or to meet his obligations to provide information to shop stewards with the Hirer pursuant to Section 14-12b (4) of the Working Environment Act.
- 14.6. The Hirer and employees of the Hirer have a duty of confidentiality and shall sign a declaration of non-disclosure, cf. Annex to this agreement. The same applies to shop stewards who receive the information pursuant to Section 14-12b (4) of the Working Environment Act.

15. INVOICING AND PAYMENT

- 15.1. A payment certificate (invoicing basis) will be sent to the Hirer by the 10th of each month. The basis for the submitted invoicing basis is the Hirer's timesheets where contract personnel document their working hours through hours approved by the Hirer's project managers. Only hours approved in such a way will be included in the invoicing basis.
- 15.2. Invoices shall be sent monthly to the Hirer with the received invoicing basis enclosed. Invoices will not be approved if the invoice basis (payment certificate) is not enclosed. A copy of exemption from joint and several liability, or auditor-certified documentation / confirmation of correctly paid taxes, shall be enclosed with the invoice.
- 15.3. Differences between the Hirer's invoice basis and the Supplier's notes shall be notified in writing to the Hirer.
- 15.4. Invoice charges, etc., are not accepted.

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- 15.5. Invoices for assignments older than 2 months are not accepted and will be returned.
- 15.6. Invoices that do not comply with the above instructions will be returned and a delay in payment must be expected.
- 15.7. Unless otherwise agreed, payment shall be made within 45 days of receipt of the correct invoice.

16. INSTRUCTIONS

- 16.1. During the contract period, personnel must follow the instructions that apply to the relevant work place. It is the Supplier's responsibility to ensure that own personnel follow the regulations and orders that apply to the contract in general and to the workplace in particular.
- 16.2. The Supplier undertakes to have employment contracts with his employees in accordance with the applicable laws and regulations at any time. The employment contracts shall be submitted at the Hirer's request.
- 16.3. The Supplier undertakes to ensure that all employees have completed the Hirer's HSE course before mobilisation.

RELATIONSHIP BETWEEN HIRER AND SUPPLIER'S EMPLOYEES

- 16.4. The Supplier cannot require that special privileges acquired by the Hirer's employees shall apply to his employees.
- 16.5. If according to further agreement the Supplier is awarded a bonus, etc. based on work carried out by the Supplier's personnel, the personnel shall benefit from this without curtailment.

17. PERMITS

- 17.1. The Supplier shall comply with applicable laws and regulations at any time.
- 17.2. The Supplier is responsible for ensuring that all necessary exemptions and permits are kept updated during the contract period. The Supplier shall at all times provide such information or submit such documentation that the Hirer requests and that might be necessary in order to confirm compliance with the regulations.

18. TAXES

- 18.1. The Supplier has a duty to report on his personnel to the "Central Office Foreign Tax Affairs".

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- 18.2. The Supplier is responsible for submitting a copy of all report forms submitted to the “Central Office Foreign Tax Affairs” to the Hirer’s contact person.
- 18.3. Personnel that must be reported are:
- Foreign citizens, regardless of nationality and address.
 - Persons with an address outside Norway, regardless of nationality
- 18.4. At the start of the contract, all personnel affected by the above shall be reported to the Central Office Foreign Tax Affairs on the standard form, (form RF 1198). Personnel who are not reported in this way will be rejected.
- 18.5. On initial mobilisation, the Hirer will accept that the report to the Central Office Foreign Tax Affairs is not sent until after the Hirer confirms mobilisation of the personnel in question, but before mobilisation actually takes place and that a copy of this report (form RF 1198) is sent to the Hirer’s contact person.
- 18.6. As responsible employer, the Supplier is responsible for payment of tax deductions and payroll tax pursuant to Section 4 of the Tax Payment Act. Furthermore, all companies are obliged under the accounting regulations to keep tax withholdings in a separate account so that the funds are available, regardless of the company’s financial situation, or shall provide a bank guarantee for the tax withholding liability.
- 18.7. To reduce the risk the Hirer is exposed to through Section 3 (2) of the Tax Payment Act, the Supplier has a duty to report to IKM. This duty to report is independent of each company’s financial situation and / size.
- 18.8. If the Supplier fails to report in accordance with the above routines, the Hirer may demobilise personnel without further notice and replace these with other personnel. The Supplier shall cover all costs in connection with this.
- 18.9. Alternatively, the Supplier may apply to the local authorities to exempt the Hirer for the joint and several tax liability, and apply for the necessary extensions of the exemption during the entire contract period. A copy of the exemption notification shall be sent to the Hirer (Accounting Dept.)
- 18.10. Alternatively, the Supplier may within 15 days of each period for payment of taxes (6 times a year – 15 January, 15 March, 15 May, 15 July, 15 September and 15 November) as a minimum submit a copy of the receipt for paid tax withholdings and payroll tax applicable to all personnel hired by the Hirer under the contract.
- 18.11. The Supplier has full employer responsibility for the personnel and the Hirer shall not be regarded as employer of the Supplier’s personnel, even if the personnel carry out work under the Hirer’s management and / or at the Hirer’s place of business. The Supplier shall be responsible for payment of wages, overtime payment and accrued holiday pay in accordance with the applicable regulations at any time and shall keep the Hirer indemnified against any claim due to the Supplier’s failure to pay.

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19. CANCELLATION

- 19.1. The Hirer may cancel with immediate effect through written notice to the Hirer.
- 19.2. Following such cancellation, the Hirer shall pay the Supplier for the actual and documented expenses incurred as a direct consequence of the cancellation. Other than this, the Supplier is not entitled to any compensation due to such cancellation. Training courses for personnel and administrative costs will not be covered.

20. DEMOBILISATION

- 20.1. Notice of demobilisation shall be given in writing. For contracts with a duration of one month or less, such demobilisation shall take place with at least one day's notice and for contracts of a longer duration, with minimum seven days' notice.
- 20.2. If demobilisation must be implemented without following the above-mentioned notification deadlines, the Hirer shall reimburse all necessary costs the Supplier might incur as a result of the demobilisation, but under no circumstances more than what would have been ordinary payment for hire of the relevant personnel during the notification period.
- 20.3. The Supplier shall notify the Hirer in writing, minimum 4 weeks before demobilisation of any of his personnel. In some cases, earlier demobilisation may be accepted by the Hirer, who will confirm this in writing with the Supplier.
- 20.4. If the Supplier demobilises personnel before the said 4 weeks, without the Hirer's approval, the Hirer may demand up to NOK 10,000 for each person this might concern in order to cover any inconvenience the Hirer might have due to this.

21. QUALITY ASSURANCE

- 21.1. The Supplier shall have a satisfactory quality assurance and HSE&Q system, which is adapted to the nature of the purchase. Relevant system requirements based on ISO 9001, OHSAS 18001 and ISO 14001 or the equivalent shall be ensured.
- 21.2. Furthermore, when requested, the Supplier shall submit to the Hirer a copy of the quality assurance manual.
- 21.3. The Hirer is entitled to conduct scheduled and unscheduled quality assurance audits on the Supplier.
- 21.4. The Supplier shall pay special attention to the following procedures and routines:
- Timesheets/invoices, etc.
 - Employment / selection criteria
 - Empirical data/ certificates, etc.
 - Payroll tax / work permits / tax

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22. RECRUITMENT

- 22.1. The Supplier undertakes not to actively recruit personnel who are employed by the Hirer.
- 22.2. The Supplier undertakes not to actively recruit personnel from other contractors who have been hired by the Hirer. The same applies to the Purchaser as regards the Supplier's personnel, unless otherwise agreed.

23. FORCE MAJEURE

- 23.1. Force Majeure means an event outside a party's control that he should not have foreseen when the agreement was entered into and that he could not reasonably be expected to overcome or avert the consequences of.
- 23.2. Neither party shall be deemed to have breached an obligation under the agreement if he can document that compliance with this has been prevented by a Force Majeure.
- 23.3. The party that pleads Force Majeure shall notify the other party in writing as soon as possible of the Force Majeure situation. In case of a Force Majeure, each party shall cover own costs due to the Force Majeure situation.

24. COMPENSATION

- 24.1. In addition to what is otherwise required by the contract, the Hirer may claim compensation according to applicable law as a result of the Supplier not fulfilling his contractual obligations, as long as the other party does not document that non-compliance is due to a Force Majeure.

25. LIABILITY / INSURANCE

- 25.1. The Supplier has full responsibility for the personnel during the contract period. Furthermore, the Supplier is responsible for ensuring that his personnel are registered with the tax authorities and have submitted a valid tax card, and also that all government taxes are paid in accordance with the applicable legislation. For non-Norwegian citizens, the Supplier is also responsible for ensuring that personnel have a valid passport, residence and work permit.
- 25.2. The Hirer may claim recourse from the Supplier for any claim from the personnel pursuant to Section 14-12c of the Working Environment Act, including any costs the Hirer incurs in connection with this.
- 25.3. To secure such a claim, the Hirer is entitled to withhold a suitable amount in the claim the Supplier has in accordance with invoicing under the contract. If the Hirer believes that the claim is justified, it may be offset in the Supplier's balance due.
- 25.4. Except as provided for in Section 25.9, the Hirer is liable for and shall keep the Supplier indemnified against any loss or damage or expenses that might be inflicted on the Hirer, Hirer's principals, their property or employees, including death, regardless of cause.

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- 25.5. The Supplier is liable for and shall keep the Hirer and the Hirer's principals indemnified against any loss or damage or expenses that might be inflicted on the Supplier, his property or his employees, including death, regardless of cause.
- 25.6. Supplier is liable for and shall keep the Hirer and principal indemnified against any loss or damage or expenses that he or his personnel might inflict on other third parties' property or personnel, including death.
- 25.7. The Supplier undertakes to ensure full and satisfactory insurance cover in accordance with the Norwegian law. The Supplier's liability is limited to the insurance's coverage.
- 25.8. The Hirer is entitled to request a copy of the associated policies. The Supplier shall document that the policies are maintained at any time and shall document that the insurance cover shall not end until 30 days after the Hirer has received written notification of termination. The Supplier must also document that his insurance company waives any right of recourse against the Hirer, principal or their insurance company.
- 25.9. The Supplier is financially responsible for all equipment / property placed at his or his employees' disposal by the Hirer. The Supplier undertakes to compensate loss / damage that he or his employee might cause to equipment / property, if the loss / damage has arisen due to negligence or improper treatment by the Supplier.

26. CONFIDENTIALITY

- 26.1. All information the Supplier or the Supplier's personnel is given access to through cooperation with the Hirers shall be treated as trade secrets and remains the property of the Hirer. The same applies to documents, concepts, innovations, etc. which have been developed by the Supplier or his personnel mainly based on such information belonging to the Hirer, or which has been developed especially for the Hirer or in connection with the contract.
- 26.2. The said trade secrets shall be kept confidential and must not be used for other purposes than performance of the agreement. The Supplier shall submit or return to the Purchaser without undue delay, documents, etc., which in accordance with the above belong to the Hirer.

27. TERMINATION OF CONTRACT, ANNULMENT

- 27.1. The agreement applies until it is terminated by one of the parties.
- 27.2. The agreement shall be terminated in writing with at least 3 months' notice.
- 27.3. Each party may terminate the agreement with immediate effect if the other party commits a material breach of his contractual obligations. Termination shall be notified in writing.

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28. CHOICE OF LAW AND LEGAL VENUE

28.1. This agreement is subject to and is interpreted in accordance with Norwegian law.

All disputes regarding the agreement, which are not settled amicably, shall be settled in a court of law, unless the parties agree otherwise. If so, legal action shall be brought before Stavanger District Court.