

PREAMBLE

1. These General Terms & Conditions shall apply where OGRI CONSULTING AS shall supply Services to the Purchaser, save as varied by express agreement in writing by both parties. Your use of our Services constitutes your consent to these Terms of Services between you ("Purchaser") and OGRI CONSULTING AS ("OGRI").

SCOPE OF APPLICATION

2. Services means the work to be undertaken by OGRI for the Purchaser as described in the contract or acceptance of order.

OBLIGATIONS OF OGRI

3. OGRI will carry out the work and perform the services specified in the contract or in the acceptance of order.
4. OGRI shall provide the Services using reasonable skill and care and to the best of his ability, within the constraints imposed by the facts and circumstances of the case.

OBLIGATIONS OF THE PURCHASER

5. The Purchaser shall give adequate notice to OGRI of the date for the work to commence.

SUB-CONTRACTORS

6. OGRI shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.

PRICE

7. Unless otherwise agreed the price will be related to the cost of the time spent on the work which is necessary to implement and complete the Services. Where OGRI has accepted to provide Services, the price will include the following:
a) Internal salary charges in accordance with the rates specified in the acceptance of order, including all social costs, social insurances, allowances / cost for board.

PAYMENT

8. OGRI invoices with a payment due 14 days net, calculated from the invoice date. OGRI invoices at the end of each calendar month, or as soon as the Services are completed.

LOCAL LAWS AND REGULATIONS, SAFETY REGULATIONS

9. The Purchaser shall give all necessary assistance to ensure that OGRI obtains the necessary information concerning the local laws and regulations applicable to the Services.

LABOR PROVIDED BY THE PURCHASER

10. OGRI shall not be under any liability either towards such labor provided by the Purchaser or for their acts or omissions, even if such personnel is obliged to act in compliance with instructions given by OGRI.

LIABILITY

11. OGRI expressly disclaim any and all liability for:
a) Indirect and/or consequential damage including, but not limited to, loss of production, trading loss, loss of profits, loss of use, loss of contracts, devaluation of or damage to property, loss of goodwill and reputation, suffered by the Purchaser

and/or third parties as a result of non-delivery, improper delivery or late delivery of the agreed Services; or any consequential, economic or indirect loss;
b) Damage or physical injury resulting from operations performed by the Purchaser contrary to OGRI's directions. The Purchaser shall indemnify OGRI fully against any claims made with regard to such damage or physical injury.
c) OGRI shall not be held liable in any circumstances for any acts, legal actions or claims of any nature asserted against the Purchaser. Furthermore, the Purchaser shall indemnify and hold harmless OGRI against any and all judgments, damages and costs or losses of any kind for which OGRI may be liable as the result of claims brought by customers or any other third parties against the Purchaser and which arise from any acts, representations or omissions constitute negligence of OGRI or a breach or non performance by OGRI of its obligations under the contract.

COPYRIGHT

12. If the Purchaser requires OGRI to incorporate any material into the Services and supplies OGRI with such material, the Purchaser warrants that:
- the proposed use or incorporation of such material will not infringe any third party's intellectual property rights;
- where the Purchaser is not the owner of all copyright or other intellectual property rights in such material, the Purchaser has received all necessary consents and licenses for the proposed use by OGRI of such material; and
- the Purchaser will indemnify and keep OGRI fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of the warranty in this clause.

WARRANTY

13. To the extent permitted by law, OGRI exclude all warranties. OGRI provide the Services and any third party material "AS IS".
Other than expressly set out in the Terms or the acceptance of order, we do not make promises about the services, products, or any third party materials.

GROUND FOR RELIEF (Force Majeure)

14. The following circumstances shall be considered as grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: Industrial disputes and any other circumstances beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power, import and export prohibitions, embargo, defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this Clause.

DISPUTES, LAW APPLICABLE

15. Unless otherwise agreed, these Conditions & Terms are governed and construed in accordance with the Laws of Norway, and are subject to the exclusive jurisdiction of the Norwegian courts, regardless of the Purchaser's location.