

## MRC GLOBAL NORWAY AS - TERMS AND CONDITIONS OF SUPPLY

<b>1.1</b>	<b>DEFINITIONS</b>	5.4	The failure of the Buyer to pay for any one or more of the said instalments of the Goods on the due date shall entitle the Seller (at the sole option of the Seller) to without notice suspend or cancel any or all further deliveries to the Buyer under any Contract.
1.2	'Associated Company' means any company which is a parent company of a corporate entity or any company which, according to the Norwegian Companies Act ("aksjeloven") Section 1-3, shall be regarded as a subsidiary company of the parent company or of such corporate entity.	6	<b>ACCEPTANCE OF THE GOODS</b>
1.3	'Buyer' means the person(s), firm or company who buys or agrees to buy the Goods from the Seller.	6.1	The Buyer shall notify the Seller within 48 hours after delivery to the Buyer of any discrepancy in the quantity of Goods delivered or of any visible defect in the Goods.
1.4	'Buyer Group' means the Buyer, the End Customer (if different from the Buyer), each of the members of the Buyer's or the End Customer's Licence Group, if applicable, the Associated Companies of any of the aforementioned, Buyers and the End Customer's other suppliers and their subcontractors of any tier, and personnel employed in or engaged in the aforementioned corporate entities.	6.2	In the event that the Buyer fails to notify the Seller in accordance with Condition 6.1, the Buyer shall not be entitled to reject Goods that are visibly defective or make any claim in respect of the quantity of Goods delivered.
1.5	'Conditions' means the terms and conditions of supply set out in this document.	7	<b>TITLE AND RISK</b>
1.6	'Confidential Information' means any and all information provided by the Seller and/or any Associated Company of the Seller under the Contract.	7.1	The Goods shall be at the Buyer's risk as from the time of delivery.
1.7	'Contract' means any contract between the Seller and the Buyer for the supply and purchase of Goods which incorporates these Conditions, the Order and the Order Confirmation.	7.2	Ownership of the Goods shall not pass from the Seller to the Buyer until the Seller has received in full and in cleared funds all sums due to Seller in respect of the Goods as specified in each Contract.
1.8	'Control' means the ability of a person to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise.	7.3	To the fullest extent permitted by law the Seller shall, until ownership of the Goods has passed to the Buyer in accordance with Condition 7.2, have a security for unpaid purchase in the Goods and for all sums due to Seller in respect of the Goods pursuant to the Norwegian Mortgages and Pledges Act articles 3-22 and 3-14 et seq.
1.9	'End Customer' means the entity putting the Goods into use for their intended purpose and may be the Buyer or the Buyer's subsequent customer(s), as the case may be.	7.4	Until ownership of the Goods passes to the Buyer in accordance with Condition 7.2 the Buyer shall: (i) not process, adapt or work on the Goods in any manner whatsoever; and (ii) not incorporate the Goods into other goods or property. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and mark the Goods in such a way that they are clearly identified as the Seller's property.
1.10	'Ex-Works' means the delivery term EXW in accordance with Incoterms 2010.	7.5	Until ownership of the Goods passes to the Buyer in accordance with Condition 7.2 the Buyer may not sell or use the Goods, unless the Seller has given the Buyer his prior and explicit written consent. If the Buyer sells or uses the Goods before ownership of the Goods has passed from the Seller to the Buyer, the Buyer shall: (i) ensure that any and all proceeds of sale or otherwise of the Goods are identified as the Seller's money and placed directly into a separate bank account which shall not contain any other monies than received from the sale or otherwise of the Goods, and (ii) ensure that the separate bank account is not used in any manner whatsoever until ownership of the Goods has passed from the Seller to the Buyer. Until ownership of the Goods has passed from the Seller to the Buyer, the Buyer shall not have the right to use the proceeds from the sale or otherwise of the Goods and shall keep the proceeds separate from his own and that of third persons.
1.11	'Goods' means any goods which the Buyer agrees to buy from the Seller as set out in the Order Confirmation.	7.6	The Seller shall be entitled to recover payment for the Goods (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
1.12	'Licence Group' means a group of holders at any time of a production licence or other licence on the Norwegian continental shelf relating to the operations for which the Goods are being supplied.	7.7	In respect of Goods to which ownership has not passed to the Buyer, the Seller shall be entitled to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so, the Seller may either accelerate any credit period in relation to payment of the Price or enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.
1.13	'Order' means any order made by the Buyer for the Goods from the Seller.	7.8	The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
1.14	'Order Confirmation' means the Seller's written confirmation of the Order, incorporating these Conditions.	7.9	This Condition 7 shall apply during the continuance of the Contract and after its termination howsoever arising.
1.15	'Price' means the price payable by the Buyer for the Goods as notified by the Seller.	8	<b>REMEDIES OF BUYER</b>
1.16	'Seller' means MRC Global Norway AS registered in Norway with company number 996 335 429.	8.1	In the event that any Goods are found to be faulty within 12 months of commissioning of the Goods or 18 months of the date of delivery of the Goods to the Buyer whichever is earlier, the Buyer shall be entitled to return such Goods to the Seller on the Buyer's request.
1.17	'Seller Group' means the Seller, the Seller's Associated Companies, the Seller's suppliers and sub-suppliers of any tier in as much as the aforementioned are involved in the manufacturing of the Goods, and personnel employed in or engaged in the aforementioned corporate entities	8.2	In the event that the Seller reasonably considers that any Goods returned in accordance with Condition 8.1 are not faulty, or have been damaged or otherwise caused to be unworkable as a result of any action of the Buyer and/or the end user of the Goods, the Seller may at its sole discretion, return the same to the Buyer at the Buyer's cost.
2	'Third Party' means any party which is not a member of Seller Group or Buyer Group	8.3	Subject to Conditions 8.1 and 8.1, the Seller will at its sole discretion repair or replace faulty Goods at its cost.
2.1	<b>CONDITIONS APPLICABLE</b>	9	<b>TERMINATION AND CANCELLATION</b>
2.2	These Conditions shall apply to the Contract to the exclusion of all other terms and conditions including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or other document or in any other way.	9.1	The Seller may terminate the Contract with immediate effect from the date of service of written notice to the Buyer: (i) if the Buyer commits a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) the Buyer fails to remedy it within the time reasonably permitted as stated in any notice in writing provided by the Seller; (ii) if the Buyer commits any act which brings or is likely to bring the Seller into disrepute or which damages or is likely to damage their interests; (iii) if the Buyer becomes insolvent or if the Seller, acting reasonably, has serious doubts as to the Seller's solvency; or (iv) the Buyer undergoes a change in Control.
2.3	All Orders shall be deemed to be an offer by the Buyer to purchase Goods from the Seller subject to these Conditions.	9.2	On termination of the Contract for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
2.4	No Order placed by the Buyer shall be deemed to have been accepted by the Seller, and no Contract shall be formed, until an Order Confirmation has been issued by the Seller.	9.3	The Buyer may not cancel any Order without the Seller's prior written consent. If the Seller consents to the cancellation of an Order, the Buyer shall indemnify the Seller for all costs associated with such cancellation (including, but not limited to, shipping costs and restocking fees and supplier termination fees) as determined by the Seller.
2.5	Except as otherwise provided in these Conditions, all other terms, conditions, warranties and representations (whether oral or in writing) are excluded from any Contract between the Seller and the Buyer and these Conditions supersede any and all prior promises, representations, undertakings or implications.	10	<b>NOTICES</b>
3	<b>THE PRICE AND PAYMENT</b>	10.1	Any notice to be given under the Contract by either party to the other shall be in writing and served by personal service or by pre-paid recorded delivery or registered post to the address of the other party given in the Order.
3.1	Unless agreed otherwise in writing by the Seller, all Prices are Ex-Works.	10.2	Any such notice shall be deemed to have been served: (i) if delivered by hand, at the time of delivery; or (ii) if posted at the expiration of 48 hours after posting in the case of pre-paid recorded delivery/registered post.
3.2	The Price is exclusive of VAT and any import taxes or duties which the Seller shall add to its invoices and shall be payable by the Buyer at the appropriate rate.	11	<b>ASSIGNMENT</b>
3.3	Payment of the Price shall be due and payable by the Buyer in cleared funds to the bank account nominated in writing by the Seller within 30 days of the date of invoice, unless specified otherwise in writing by the Seller.	11.1	The Buyer shall not be entitled to assign, sub-contract or otherwise dispose of the Contract or any part of it without the prior written consent of the Seller.
3.4	Interest on overdue invoices shall accrue automatically without any prior notice of default required and shall accrue on a daily basis from the date when payment becomes due until receipt of payment in full and cleared funds by the Seller at the annual rate determined pursuant to article 3 of the Norwegian Act relating to Interest on Overdue Payments, with a minimum rate of 10%.	11.2	The Seller may assign or sub-contract all or any part of its obligations under the Contract to any person, firm or company.
3.5	Any queries in respect of invoices shall be brought to the Seller's attention in writing within 5 days of the date of the invoice. If the Buyer disputes parts of an invoice, the Buyer shall pay the undisputed sum under the invoice in accordance with Condition 3.3.	12	<b>FORCE MAJEURE</b>
3.6	In the event of default of payment by the Buyer, the Seller may, without prejudice to any of the Seller's other rights, without notice suspend or cancel any or all further deliveries to the Buyer under any Contract.	12.1	The Seller reserves the right to defer the date of delivery or to cancel any Contract (without liability to the Buyer) and shall not be liable for any failure to meet its obligations under any Contract if it is prevented from or delayed in the carrying on of its business due to any circumstances beyond the reasonable control of the Seller.
3.7	The Buyer shall make all payments due under the Contract to the Seller without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise.	13	<b>CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY</b>
3.8	The Seller has the right to withhold or deduct from payments due to the Buyer, any amounts the Seller reasonably believes that the Buyer owes to the Seller under any contract.	13.1	The Buyer shall keep confidential all Confidential Information that it may acquire and not use the Confidential Information for any purpose other than to complete its obligations under the Contract.
4	<b>WARRANTIES, LIABILITY AND INDEMNITIES</b>	13.2	The Buyer's obligations under this Condition 13 will not apply to information which: (i) is publicly available or becomes publicly available through no act or omission of the Buyer; or (ii) the Buyer is required to disclose by order of a court or regulatory body of competent jurisdiction.
4.1	Save as provided in these Conditions, all warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Contract.	13.3	The Buyer shall not make any press announcements or publicise the Contract in any way, without the prior written consent of the Seller.
4.2	The Seller warrants that the Goods will at the time of delivery be new, materially correspond to any specification given by the Buyer, comply with laws and be free from defects.	13.4	The Buyer shall acquire no right, title or interest of any kind in, or with respect to, any of the Seller's Associated Companies' or manufacturers' trademarks appearing on Goods or otherwise, or software developed or provided by the Seller. Title to, or property rights in, software developed or provided by the Seller or an Associated Company of the Seller shall pass to the Buyer only pursuant to a separate written agreement specifically setting forth the property rights provided, and only if the Buyer is specifically and separately invoiced for such software.
4.3	The Seller's total liability in contract, tort (including negligence and/or breach of statutory duty), misrepresentation or otherwise, arising out of or in connection with the Contract shall be limited to the Price payable for the Goods under the Contract.	13.5	This Condition 13 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.
4.4	The Seller shall not be liable in contract, tort, statutory duty or otherwise howsoever for any indirect, consequential or special loss or damage, including, but not limited to, loss of profit, loss of use, loss of production, loss due to pollution, loss of anticipated contracts and/or savings, loss of goodwill and loss of opportunity.		
4.5	The Buyer shall indemnify the Seller Group from and against any claim arising out of or in connection with the Contract, or caused by the Goods in their lifetime, concerning: (i) personal injury to or loss of life of any personnel of the Buyer Group; (ii) loss of or damage to any property of the Buyer Group. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Seller Group.		
4.6	The Seller shall indemnify the Buyer Group from and against any claim arising out of or in connection with the Contract, or caused by the Goods in their lifetime, concerning: (i) personal injury to or loss of life of any personnel of the Seller Group; (ii) loss of or damage to any property of the Seller Group. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Buyer Group.		
4.7	Buyer shall indemnify the Seller Group from and against any claim arising out of loss or damage suffered by a Third Party and which are caused by the Goods after delivery.		
4.8	Nothing in these Conditions excludes or limits the liability of either party for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.		
5	<b>DELIVERY OF GOODS</b>		
5.1	Delivery of Goods shall be Ex-Works at the collection point specified in the Order Confirmation unless specified otherwise by the Seller in writing. The Seller shall use reasonable efforts to deliver the Goods on time.		
5.2	Unless otherwise explicitly stated in the Order Confirmation, the time of delivery shall be indicative only and not confirmed. The Buyer shall not be entitled to any claim in termination, damages or otherwise for any failure by the Seller to deliver on time.		
5.3	The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Any failure by the Seller to deliver or any claim by the Buyer in respect of any one or more of the instalments in accordance with these Conditions shall not entitle the Buyer to treat the Contract as a whole as repudiated.		

<b>14</b>	<b>THIRD PARTY RIGHTS</b>
14.1	Any third party or any entity which is not expressly a party to the Contract shall have no right to enforce any term or provision of the Contract.
14.2	Any Associated Company of the Seller may enforce any term of the Contract.
<b>15</b>	<b>SANCTIONS AND BOYCOTT</b>
15.1	The Buyer shall not act in any manner (including omitting to act in relation to a transaction) which is inconsistent with, penalised or prohibited under any laws, regulations, orders, demands, rules or requirements of the United States of America which relates to international boycotts of any type.
15.2	The Buyer shall not cause the Seller to be, nor shall the Seller be obliged to perform any obligation under the Contract if this would be, in violation of any laws, regulations, orders, demands, rules or requirements of Norway, the United Nations, the United States of America or any other relevant jurisdiction relating to trade sanctions, foreign trade controls, export controls and similar laws.
<b>16</b>	<b>ANTI-CORRUPTION</b>
16.1	Buyer warrants and represents to Seller that in connection with the Contract they will comply with all applicable laws, regulations, demands, rules and/or official government orders and requirements of Norway, the United States of America or any other relevant jurisdiction relating to anti-bribery or anti-money laundering.
<b>17</b>	<b>RELATIONSHIP OF THE PARTIES</b>
17.1	The Contract is not a partnership, joint venture, or any other type of legal entity. Nothing in the Contract shall be construed as creating a fiduciary relationship between the parties. Neither party shall hold itself out to be an agent, representative, or partner of the other by reason of the Contract or the relationship created hereby, and neither shall have the right to enter into any contracts or commitments in the name of, or on behalf of, the other or to bind the other in any respect.
<b>18</b>	<b>LAW AND JURISDICTION</b>
18.1	The Buyer shall perform its obligations under the Contract and shall at all times act in accordance with all applicable laws, statutes, regulations, and codes from time to time in force.
18.2	Any breach of Condition 15, 16 or 18.1 shall be a material breach for the purposes of Condition 9.1.
18.3	These Conditions and each Contract is governed by and shall be interpreted in accordance with Norwegian law. Any action or proceedings, and all disputes arising out of or in connection with these Conditions and/or each Contract shall be submitted to the competent District Court in Stavanger.