

A/S Norske Shell, Exploration and Production

Purchase Order - General Conditions, dated Jan. 21- 2008

The SUPPLIER has been entrusted by NORSKE SHELL the performance of the service/work and/or supply of the goods stipulated in the ORDER. Acceptance of the ORDER by SUPPLIER either by its signing of the duplicate hereof or by its commencement of the performance of the service/work and/or supply of the goods shall be the conclusive evidence that the SUPPLIER has accepted to perform the service/work and/or supply the goods in accordance with the ORDER, including the General Conditions

1. Performance and Delivery

Work or services shall be performed in a professional, safe and careful manner and in accordance with the ORDER. Goods shall be delivered of the quantity, quality and description required by the ORDER and contained or packed in the manner required by the ORDER. Goods, work and services shall be fit for the particular purpose expressly or impliedly made known to SUPPLIER at the time of conclusion of the ORDER or for the purposes for which the goods of the same description would ordinarily be used. SUPPLIER shall deliver the goods to the location specified in the ORDER or at such place as NORSKE SHELL may subsequently direct in which case the price will be adjusted upwards or downwards accordingly. SUPPLIER shall, in manufacturing the goods or performance of the work or services, keep itself informed of and comply with all laws, regulations and other legislation applicable at the place where the manufacturing, work or services are carried out. *For the avoidance of doubt, such laws, rules and regulations shall include the Export Administration Regulations as administered by the US Department of Commerce, Bureau of Industry and Security, and other applicable foreign trade control laws and regulations of the United States of America, the Kingdom of Norway and the European Union.*

2. Delay

SUPPLIER's timely performance of the work/services and/or supply of goods is of the essence of this ORDER. Any delay in performance shall entitle NORSKE SHELL to terminate the ORDER forthwith and to exercise such other rights as NORSKE SHELL may have in respect to SUPPLIER's breach of its obligations under the ORDER. SUPPLIER shall give NORSKE SHELL written notice immediately if any delay is foreseen. NORSKE SHELL may after receipt of such notice either fix an additional time period or declare the ORDER avoided forthwith.

3. Quality Assurance

In order to secure performance and delivery in compliance with the ORDER, SUPPLIER shall have an implemented quality assurance system fully reflecting the requirements of the ORDER and the applicable industry standards (e.g. NS/ISO) and perform the work in compliance with such quality assurance system)

4. Inspection

NORSKE SHELL reserves the right at any time to inspect the goods, the materials intended to be incorporated in the goods and any work or services performed under the ORDER. Such inspection shall not relieve SUPPLIER of any obligation or liability under the ORDER.

5. Liabilities and Insurance

NORSKE SHELL and the SUPPLIER shall each be responsible for all losses, claims and liabilities in connection with the performance of the ORDER arising out of injury, disease or death of its own employees or loss of or damage to its or their property, even if caused by the negligence of the other party or its employees, subcontractor or agents, and each shall indemnify the other accordingly. The SUPPLIER shall be responsible for and shall save, indemnify, defend and hold harmless NORSKE SHELL from and against all claims, losses, damages, costs (including legal costs),

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expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUPPLIER.

The SUPPLIER shall take out and maintain insurances with a reputable insurance company, including a waiver of subrogation in favour of NORSKE SHELL, in respect of (a) these liabilities and third party liability in the amount of at least NOK 10,000,000 for any one occurrence, and (b) illness, personal injury or accidental death of SUPPLIER employees, to the extent required by applicable laws.

The SUPPLIER shall comply with all reasonable requests from NORSKE SHELL to see the current certificate(s) of insurance.

Neither party excludes or restricts its liability for fraud or for death or personal injury resulting from its negligence, but this shall not affect the indemnities given in this Purchase Order.

Neither party shall be liable to the other for any (a) loss of actual or anticipated profit; (b) losses caused by business interruption; (c) loss of goodwill or reputation; (d) any indirect, special or consequential cost, expense, loss or damage.

6. Invoicing and Payment

SUPPLIER shall within fourteen (14) days of the completion of all the work/services and/or delivery of all the goods included in the ORDER, render to NORSKE SHELL an invoice for the value of the work/service/goods supplied in accordance with the ORDER. The invoice shall be sufficiently detailed and adequately supported to enable proper evaluation by NORSKE SHELL

The invoice must separately show the ORDER number, description, quantity, unit cost and total cost for each item, description and amount for other charges which are separately chargeable under the ORDER, and Country of Origin of all goods supplied.

All invoices to be mailed to the address indicated on the front page and marked with: Attn.: Invoice Registry Finance

Within thirty (30) days of receipt by NORSKE SHELL of a correctly prepared and adequately supported invoice at the address specified in this clause, NORSKE SHELL shall pay or cause to be paid the amount of such invoice into a nominated bank account of SUPPLIER. Responsibility for and the cost of foreign exchange approvals, foreign exchange clearance and transfers into other currencies or bank accounts shall rest totally with SUPPLIER.

7. Documentation and Certification Requirements

SUPPLIER shall supply proper documentation in respect of all shipments and invoices, including but not limited to: Documentation required for Customs purposes. (EUR 1 FORM and Proforma Invoice).

SUPPLIER shall supply OLF approved HSE Safety Datasheets in Norwegian and/or HOCNF Datasheets in connection with the service/work and/or supply of goods, which leads to use and/or emission of chemicals offshore.

Packing list shall be supplied for each consignment and for each package within that consignment.

Where appropriate or where specifically stated in the ORDER, SUPPLIER shall provide NORSKE SHELL with full supporting certification in respect of the work/services performed and/or goods supplied.

8. Ownership

Title to any results of work performed or item being constructed or supplied by SUPPLIER under the ORDER and to any materials or goods destined for incorporation therein shall pass to NORSKE SHELL on the earlier of delivery or payment (wholly or partially). Any item being constructed for or

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goods being supplied to NORSKE SHELL or any materials or goods purchased for incorporation therein shall be duly marked to this effect and as far as possible be stored separately.

9. Risk

Items being constructed and goods being supplied and materials and goods purchased for incorporation therein shall remain at SUPPLIER's risk until delivery is effected. SUPPLIER shall be liable for any loss and/or damage arising prior to delivery.

10. Patent Indemnity

SUPPLIER shall protect, indemnify and hold harmless NORSKE SHELL, the affiliated companies of NORSKE SHELL, and the personnel of any of these, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright or trade mark, foreign or domestic, resulting from performance of the work/services and/or the use or resale of any items supplied, constructed or provided by SUPPLIER hereunder.

11. Licences and Permits

SUPPLIER shall be responsible for ensuring that all licences, consents or permits required for the performance of the ORDER have been obtained. SUPPLIER shall notify NORSKE SHELL of any licenses, consents or permits required for the performance of the ORDER which can only be obtained by NORSKE SHELL.

12. Health, Safety and Environment (HSE)

SUPPLIER shall manage its HSE corresponding to NORSKE SHELL HSE policy. This policy is available on A/S Norske Shell's web pages (www.shell.no). SUPPLIER has an obligation to inform own employees, sub suppliers or others who participate in supplying the goods and/or service/work of the HSE requirements in force. SUPPLIER shall immediately report to NORSKE SHELL any accident, incident or hazardous acts or circumstances in complying with this ORDER. SUPPLIER shall immediately report any deviations related to environmental requirements, which occur in connection with supplying the goods and/or service/work in this ORDER.

13. Publicity

SUPPLIER shall obtain NORSKE SHELL's permission before disclosing by way of press release or otherwise to any third party anything which relates to the ORDER, except insofar as it is necessary for the performance of the ORDER.

14. Applicable Law and Disputes

The ORDER shall be governed and construed in accordance with Norwegian Law.. Disputes arising in connection with or as a result of the ORDER, and which is not solved by mutual agreement, shall be referred to one arbitrator in Stavanger, Norway, for his decision pursuant to and within the meaning of the Norwegian Arbitration Act of 14th May 2004 (entered into force 1st January 2005) or any statutory modification or re-enactment thereof for the time being in force.