

Semco Maritime General Terms of Delivery of Goods and Services (Worldwide)

1st Edition, 16.06.2015

1. DEFINITIONS AND GENERAL

1.1 In these General Terms of Delivery ("GTD") the following definitions are applicable:

"**Adverse Weather**" means (i) any weather or climatic condition that is not Force Majeure and which (i) prevents or (ii) delays performance or (iii) is a safety hazard.

"**Assigned Contract**" means any contract entered into between Client and a sub-supplier to Client, vendor or contractor and which is then assigned by the Client to Semco with Semco's express written consent;

"**Client**" means Client, its mother company, group companies controlling or under common control with or under control by Client by vote and/or by share capital, financially, directly or indirectly and/or otherwise;

"**Confidential Information**" means any and all information, electronic or non-electronic data, any knowhow and other information which by their nature are deemed confidential, or other proprietary information allowing for a competitive edge over competitors;

"**Days**" means calendar days.

"**Delivery**" means Offshore Delivery of any Goods and/or Services or Onshore Delivery of any Goods and/or Services and includes all Documents.

"**Defect**" means any defective Goods or Services, or Deliveries being non-conformant to or not meeting specifications, Scope of Supply, Deliveries not meeting Warranties or Deliveries otherwise not in compliance with the GTD or rights and obligations agreed.

"**Document**" means all written materials expressly agreed in writing to be supplied by Semco to the Client or documents proven by Client to be encompassed by a Delivery.

"**Force Majeure**" means only riots and civil commotion, strikes, wars or hostilities (declared or not), terrorist acts, flooding, storm, hurricanes, explosion, break-down of major equipment, epidemics, natural disasters, acts of God and any prohibition or restriction by any government or other legal authority, which affects the Delivery – but excludes Adverse Weather;

"**Goods**" means any and all products and/or materials of all kinds, including Documents purchased by Client from Semco;

"**Free Issued Materials**" means parts of the Delivery delivered to Semco directly from the Client according to a signed contract between the Client and a third party to the GTDs.

"**Intellectual Property Rights / IPR**" means all copyright, database rights, topography rights, design rights, trademarks, trade names, trade secrets, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered);

"**Offshore Delivery**" means all Deliveries for an oil- or gas platform, rig or vessel.

"**Onshore Delivery**" means all Deliveries not being Offshore Deliveries.

"**Order Amount**" means if a specific, singular PO is issued by the Client the remuneration amount mentioned herein or if more PO(s) are issued by the Client then all the Purchase Prices referenced to in the Purchase Orders or in writing between Semco and Client as the total, accumulated and aggregated sum(s) of all Purchase Price(s) to be paid to Semco by the Client for the last 12 months prior to any act and/ or omission performed by Semco;

"**Purchase Agreement**" means a written agreement on Deliveries from Semco to Client referencing these GTDs and includes a Signature Agreement (If any).

"**Purchase Price**" means the individual purchase price(s) agreed in a specific PO or otherwise between Semco and the Client in writing for specific sold Goods and/or Services;

"**Party or Parties**" mean Semco and Client, individually or collectively as applicable;

"**Purchase Order**" or "**PO**" means a written order for Goods and/or Services specifying (i) quantity, (ii) price, (iii) time and (iv) place of delivery of any Goods and/or Services;

"**Semco**" means as applicable Semco Maritime A/S, its subsidiaries or other group companies under direct or indirect control by Semco Maritime A/S by votes, share capital, financially and/or otherwise. And means where nothing is specifically stated only the specific legal entity that is performing the actual, specific Delivery to the Client;

"**Scope of Supply**" means any and all detailed descriptions of any and all Goods and/or Services specified in writing to be delivered or provided to the Client by Semco;

"**Services**" means any performed workmanship purchased by Client from Semco.

"**Signature Agreement**" means particular conditions to these GTDs (If any are agreed).

"**Sub-Suppliers**" mean suppliers to the Parties and the Sub-Supplier's tiers.

"**Third Party**" means legal or physical persons not being: (i) a party to the GTDs (ii) a Sub-Supplier.

"**Warranty Period**" means any period of time where Semco is warranting the Goods and/or Services as per Clause 13 below.

1.2 The GTD shall apply to all Deliveries, offers, tenders, requests, Purchase Agreements or POs for the purchase of Goods and/or Services, between Semco and any Client.

1.3 Client's general purchase conditions even if referred to orally or in any written correspondence of any kind at any time are agreed to be null and void.

1.4 Only the specific Semco legal entity mentioned in a PO, signing the actual order or delivering the Goods and/or Services to the Client is the contracting party to Client.

1.7 The prevailing language, and the language for all communications, shall be English.

1.8 Interpretations: words mentioning persons or parties shall include firms, corporations and any organization having legal capability and authority.

1.9 Singular and plural: words importing the singular only also include the plural and vice versa where the context requires.

1.10 Headings: are for reference purposes only and shall not affect the meaning or interpretation of the GTD or any PO or Purchase Agreement.

1.11 Notices and Consents: Must be in writing or communicated by e-mail.

1.12 These GTD shall apply to both Offshore and Onshore Delivery. These GTD contain a liability split between the Parties' Offshore Liability and Onshore Liability as further set forth in Clause 17.1 (Offshore Liability) and 17.2 (Onshore Liability), respectively.

2. ACCEPTANCE

2.1 By Semco referencing the GTD in a PO, Purchase Agreements or any other written communication the GTD's are applicable between the Parties.

2.2 The GTD apply for and govern all development, sale and supply of Semco's Goods and Services, unless deviated in writing between the Parties. Deviations from the GTD are only binding upon Semco, if such deviation was expressly approved by Semco in writing.

2.3 In case of doubt due to differences in interpretation or alleged discrepancies and/or inconsistencies or errors in documents, the following order of priority shall be applicable:

- Semco's quote or offer to Client.
- The GTD;
- A Purchase Order ("PO");
- Any specification or requirements provided to Semco by the Client;
- Other documents specifically agreed between the Parties.

- Any Signature Agreement shall rank as the highest document (if agreed) as littera a) above. All other documents shall thus be ranked in the same ranking order as applicable above but from b) – e).

3. PAYMENT AND PRICES

3.1 All prices are time and material prices, unless explicitly stated otherwise by Semco in writing in a quote- or tender document. Prices for Goods and Services are "ex-works" prices. The prices provided by Semco do not include installation, initiation of service, training of Client staff, costs for packing Goods and are exclusive of VAT, any and all local taxes, export- or import amounts and any fiscal amounts, unless otherwise explicitly stated in writing.

3.2 Unless otherwise agreed, currency used shall be the local currency in the country in which the Semco legal entity is situated. Exchange rate exposure is Client's risk and cost. If the Parties have not agreed any specific payment plan, the Client shall make payment as follows of the Order Amount or Purchase Price: 30% at signature of the Contract, 60% at Semco's ordering of materials or its requisition or mobilization of manpower, 10% at Delivery. If Documents are part of the Delivery, 5% of the Order Amount or Purchase Price can be held back by Client until delivery of final Documents takes place by Semco.

3.3 Unless otherwise agreed, Semco shall have the right to adjust prices due to cost increases arising from the period from the submission of Semco's offer/quote until signature of the PO or a final agreement. Also after a final agreement is reached Semco may index any agreed Order Amount or Purchase Price as Semco deems fit in any fiscal year according to a suitable and reasonable index chosen by Semco for such purpose. Semco shall be also entitled to adjust the agreed prices, of the Order Amount or Purchase Price fairly and reasonably to accommodate for increases in costs occurring after an agreement has been reached between the Parties, especially but not only due to increase in all kinds of wages, raw-materials and other internal or external costs for Semco. If agreed specifically in writing the prices of the Order Amount or Purchase Price are fixed and cannot be increased.

3.4 Semco can set-off any claim, money or otherwise owed by Client to Semco - including any liquidated damages for not delivering Free Issued Materials or for other reasons and any other outstanding amounts.

3.5 Client's terms of payment to Semco are 30 days from date on the invoice, unless the Parties have agreed otherwise in writing.

3.6 The invoices shall be in English.

3.7 In the event of late payment by Client of any invoice from Semco, Client shall pay interest at 8% above the CIBOR 3 months base interest rate + a handling fee of USD 100.00 (or any other amount applicable under law) for each letter send to the Client by Semco claiming payment.

4. QUALITY MANAGEMENT STANDARDS

4.1 The quality management of the Goods and/or Services supplied will be in accordance with applicable industry standards for any purchase of Goods and/or Services and in accordance with any specified standards agreed by the Parties.

5. TESTS

5.1 If any test has been agreed by the Parties, it shall be performed at the place where the Goods and/or Services will be manufactured, unless otherwise agreed in writing by the Parties.

5.2 The Order Amount only includes remunerations for such tests if agreed in writing. If no technical requirements for the test are mentioned, test shall be performed in accordance with practices and industry standards in the production country. The Client shall pay all expenses in connection with any test.

5.3 Semco shall give Client reasonable notification of tests. Any test can be performed regardless whether the Client is represented at the test.

5.4 Semco shall keep a record of tests.

5.5 If any handover test proves that the Services and/or Goods are not in conformity with the GTD, the PO, and the Purchase Agreement, Semco shall ensure that the Goods and/or Services are brought in compliance with the GTD, the PO, and the Purchase Agreement - as applicable.

6. INSPECTIONS

6.1 Semco shall at reasonable times and intervals grant access for Client and relevant inspection authorities in order to ensure that all specifications and official, regulatory and/or public requirements for the Goods and/or Services are complied with.

7. DELIVERIES

7.1 Upon Client's request Semco will document the progress of the Deliveries.

7.2 Unless otherwise agreed, the terms of delivery and the risk for Goods and/or Services shall be and transferred in accordance with "Ex-Works", INCOTERMS 2010.

7.3 The time of delivery shall be the date agreed by the Parties in any PO or if a specific time of delivery is not agreed, then Delivery shall take place within reasonable time.

7.4 Semco has the right to perform partial Deliveries and receive payment for this.

7.5 Semco's delivery only includes deliveries, components, work or performance that have been specifically agreed in the PO or in writing. If Semco undertakes installation in connection with the work or services or repair activities, Client shall be responsible for obtaining and paying for any public authorisations.

8. DELAYS

8.1 Delay liquidated damages shall be agreed to be 0,25% per week of the Purchase Price and maximum 5% of the Purchase Price in the total, aggregated and maximized liquidated damages for any and all delays due to Semco. Payment of delay liquidated damages is an exclusive remedy for delays until the sub-cap of 5% is reached whereafter the Delivery can be terminated by Client. If the Client terminates the agreement due to delays and is claiming Semco for damages and losses in this respect then Semco's liability due to delay of Delivery or parts thereof is aggregated, maximized and limited to 10% of the Purchase Price – including the paid/unpaid delay liquidated damages above. The foregoing delay liquidated damages shall be considered a mutually agreed and best estimate of Client's direct costs, expenses, loss or damages due Semco's delay.

Where part-delivery is agreed and it is subject to payment of more delay liquidated damages milestones - then if Semco makes the final delivery on time ("And thus catches up"), no delay liquidated damages shall be payable by Semco to Client.

8.2 If Semco is unable to deliver the Goods and/or Services at the time agreed between the Parties, it shall notify Client in writing, indicating the reason for the delay as well as the date on which delivery is expected to take place.

8.4 Semco shall not be liable for any delays or non-deliveries due to any Adverse Weather, but shall be compensated for such delays or non-deliveries, standstill or other inability to

Semco Maritime General Terms of Delivery of Goods and Services (Worldwide)

1st Edition, 16.06.2015

work in accordance with reasonable and minimum Semco standard rates or according to industry compliant stand-by rates whichever is the highest rate.

9. DOCUMENTATION

9.1 All Deliveries of Goods and/or Services shall be accompanied by the mutually stipulated Documents.

10. EXPORT CONTROL

10.1 If no other agreement has been made the Semco will provide Client with the following information:

- (a) ECCN (Export Control Classification Number) for European and/or US-goods (including technology and software) pursuant to the European Export Control regulations and/or US Export Administration Regulations (EAR);
- (b) Confirmation as to whether or not the Goods are direct products of EC technology and software, and percentage of EC content integrated to each of the products, when applicable;
- (c) Harmonized Systems ("HS") Code.

11. CONFIDENTIALITY

11.1 Neither Party may disclose to any third party any Confidential Information for a period of 5 years from receipt of such Confidential Information.

11.2 This agreement shall not encompass Confidential Information;

- (a) which is or becomes publicly accessible;
- (b) which a Party lawfully possessed prior to any passing on of such Confidential Information;
- (c) which was rightfully obtained from a third party, which has no secrecy obligations;
- (d) independently developed from any of the Deliveries under these GTDs
- (e) which under obligation by law or judgement or a similar legally binding decision is to be disclosed.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The payment of an Order Amount includes a non-exclusive, worldwide and fully paid-up license to use to any of Semco's Intellectual Property Rights (Background IPR) for operation and maintenance of the Delivery during the lifetime hereof. Third party IPR rights are not encompassed by any Background IPR licensing

12.2 All IPR arising as a result of cooperation between the Parties (Foreground IPR) includes a mutual non-exclusive, worldwide and fully paid-up license for either Party to use any of Foreground IPR for any commercial or non-commercial use. Third party IPR rights are not encompassed by any Foreground IPR licensing.

12.3 The following shall govern software: (i) The use of third party software provided with the Delivery shall be governed by the third party's terms and conditions. If these terms are not attached to the products, Semco will provide them to Client upon request. (ii) Semco's own software is subject to copyright protection. Semco is entitled to all rights to its software. (iii) Buyer shall be granted a non-exclusive, worldwide and fully paid-up license to use Semco's software for operation and maintenance of the Delivery during the warranty period. Buyer may not change such Semco software, reverse engineer it nor sublicense the software.

13. WARRANTY

13.1 Semco warrants that the Goods and/or Services to be delivered shall be free from substantial Defects. Marginal discrepancies deviating from the specifications or not having material impairments of commercial use of Deliveries shall not constitute Defects.

13.2 Semco also warrants that its design, materials, workmanship are of industry standards, and that Semco will deliver according to and in accordance with the necessary and/or correct and appropriate proportions, measurements, weights and dimensions. The warranty does not cover Free Issued Materials.

13.3 Immediately after delivery, Client shall examine the goods as to whether they comply with the agreed quality and amount; in case of defects Client must inform Semco immediately and under all circumstances within 2 calendar days after delivery. Notice must be in writing. If Client omits to submit such notice of disapproval, the products are deemed to be approved by Client. In any of the cases under this Clause 13.3 where the Client does not duly give notice of a Defect, the Client shall lose the right to claim for any Defect occurrence or existence and shall hence itself carry the costs and risk for remedy, repair or rectification of any such Defects.

13.4 The warranty period for the Goods and/or Services delivered by Semco shall be 12 months after; (i) Semco's final installation with Client or (ii) use or take-over by Client of such Goods and/or Services (iii) the Parties have entered into a written agreement of supply of Goods or Services - whichever is the earliest date. Expiration of the warranty period under the GTDs makes any and all liability for Semco null and void, however Defects raised in the warranty period shall be repaired by Semco.

13.5 Goods or Services which have been substituted, replaced, or repaired under the foregoing warranty will be warranted for an additional 6 months from substitution, replacement or repair. Regardless hereof any warranty on any Delivery can never exceed 12 months from the Parties enter into a written agreement or after installation, use or delivery with or to the Client, by Semco as applicable.

13.6 Semco will make the necessary efforts to take remedial action for Defects without undue delay. Notwithstanding the foregoing; Semco is under no circumstances under any warranty liable for compensating the Client any costs for; i) dismantling of other objects than Semco's work to provide access to the defective part of the work ii) board and lodging offshore iii) transport to or from Semco's fabrication site iv) transport of Goods or personnel to or from and at any offshore location at any time also during warranty periods; v) all offshore and onshore lift operations; or vi) extra costs associated with warranty work performed below the water line. Semco provides no warranty for the availability of any specific spare parts and is not liable for any wear and tear. Semco is not liable for any performance of Goods, unless specifically and expressly stated in writing.

14. TRANSFER OF OWNERSHIP AND RISK

14.1 Prior to Delivery to Client and at Client's written request and cost, Semco is obliged to identify, classify and document each individual Goods as early as possible by markings and labels with Client's name.

14.2 Deliveries are made with retention of ownership and only become Client's property when Semco has received full payment for the Deliveries.

14.3 Risk of the Goods or Services shall pass to Client upon delivery by Semco.

15. ASSIGNMENT

15.1 Semco shall not assign or transfer all of its interest and/or any of its obligations under the PO or Purchase Agreement to any entity outside of Semco without Client's prior written consent which shall not be unreasonably withheld.

15.2 Client may only assign Assigned Contracts to Semco at Semco's written approval of such Assigned Contract and Semco may request specific amendments to cater for the specificities of the Assigned Contract.

15.3 Client may after Semco's written approval hereof transfer Free Issued Materials to Semco for incorporation into Semco's Deliveries to Client. All Free Issued Materials; (i) shall be the sole risk and responsibility of Client, (ii) Semco has no liability whatsoever for any such Free Issued Materials, and (iii) Semco has no obligations whatsoever due to Free Issued Materials. Client shall fully indemnify and hold harmless Semco for any costs whatsoever arising from Semco's use of Free Issued Materials.

16. INSURANCE

16.1 Semco and Client will take out each their own insurance coverage of the Delivery with a well-reputed international insurance company, including general, public and product liability, cover with a minimum liability limit of the relevant industry standard for personal injury and damage to property respectively..

16.2 Upon request, Semco or Client will produce a copy of the insurance certificate upon the other Party's written request.

16.3 Client shall take out all other insurances that are required or appropriate under the PO or the PA.

16.4 For Offshore Deliveries a mutual waiver of subrogation is agreed and accepted by either Party and their respective insurance companies.

17. LIABILITY

17.1 Limitation of Liability for Offshore Delivery

For the purpose of implementing a "knock-for-knock" liability between the Parties liability for Offshore Deliveries is stipulated to be as follows;

17.1.1 Client's and Semco's "Personnel" and "Assets": The Parties shall mutually hold each other (including damages to their respective Sub-Suppliers and their sub-suppliers "Personnel" and "Assets") harmless for and shall defend, protect, indemnify each other from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of; (i) injury to or death of any of their own personnel ("Personnel") and (ii) their own assets, Goods and Services, facilities, tools, equipment and/or personal belongings, owned, chartered, hired or leased by the relevant Party ("Assets"), which may arise in connection with the performance of the Delivery.

17.1.2 Notwithstanding the foregoing, Semco shall until the Delivery is delivered to Client remain liable for any damage to or loss of any Goods or Services or the Delivery which is due to Semco and/or in his custody. Custody includes only if Semco is; storing, transporting or lifting any Goods.

17.1.3 Sub-Supplier's Offshore Liability: The Parties shall make their respective Sub-Suppliers sign supply contracts wherein the Sub-Suppliers and their sub-suppliers declare in writing to mutually defend, protect, indemnify and hold harmless each other and the Parties and other sub-suppliers to a Party from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of the Sub-Supplier's and their sub-suppliers injury or death of their Personnel or property loss of their own Assets.

17.1.4 Neither Party shall be liable to the other for any special, incidental, indirect or consequential loss or damage of any kind or nature including but not limited to any loss of profits, loss of anticipated revenue, loss of interest, loss of use, loss of production, loss of contracts, loss of business opportunities, loss of customers, damage to reputation or for any financial or economic loss whatsoever.

17.1.5 Semco's aggregate, cumulative and maximum liability on any and all in writing agreed and/or implied claims, losses, liabilities, demands, damages, liquidated delay damages (if any) and/or any other costs, including legal fees and costs for any other advisor for any Delivery shall be limited to 50% of the amount mentioned in any specific, singular PO for such Delivery, except in any case where a higher liability follows from; (i) applicable mandatory laws, (ii) rules on tax- and fiscal liability and (iii) liability covered by any insurance, then an aggregated, maximized amount of DKK 10 mio dkk shall apply. Semco shall under no circumstances be liable for any costs related to offshore activities under the GTD meaning offshore transportations, offshore operations or similar, such as but not limited to personnel and equipment transportation, heavy lifting, board and lodging offshore, accommodation offshore or jack-up vessels costs - unless stated explicitly in writing in each incident.

17.1.6 All liabilities, exclusions, obligations and indemnities given under this Article 17 shall apply regardless of cause and notwithstanding the form of negligence (excluding however wilful misconduct) of the indemnified Party or any other entity or person.

17.2 Limitation of Liability for Onshore Delivery

17.2.1 Neither Party shall be liable to the other for any special, incidental, indirect or consequential loss or damage including but not limited to any loss of profits, loss of anticipated revenue, loss of interest, loss of use, loss of production, loss of contracts, loss of business opportunities, loss of customers, damage to reputation or for any financial or economic loss whatsoever.

17.2.2 Semco's aggregate, cumulative and maximum liability on any and all in writing agreed and/or implied claims, losses, liabilities, demands, damages, liquidated delay damages (if any) and/or any other costs, including legal fees and costs for any other advisor for any Delivery shall be limited to 50% of the amount mentioned in any specific, singular PO for such Delivery, except in any case where a higher liability follows from; (i) applicable mandatory laws, (ii) rules on tax- and fiscal liability and (iii) liability covered by any insurance, then an aggregated, maximized amount of DKK 10 mio dkk shall apply. Semco shall under no circumstances be liable for any costs related to offshore activities under the GTD meaning offshore transportations, offshore operations or similar, such as but not limited to personnel and equipment transportation, heavy lifting, board and lodging offshore, accommodation offshore or jack-up vessels costs - unless stated explicitly in writing in each incident.

17.2.3 Indemnification Onshore Liability; The Client shall indemnify and hold harmless Semco from any and all liability following from claims, Defects, losses of any and all kinds, costs or any other liability following from the GTD and exhibits or schedules hereto.

17.3. For both Onshore Deliveries and Offshore Deliveries Client shall make any claim by Client within 8 days from when the Client as a prudent and experienced industry contractor ought to know about or actually know of circumstances giving rise to any claim. If this is not the case, then any claim from Client shall be null and void and Client cannot raise the claims thereafter against Semco.

18. FORCE MAJEURE

18.1 No Party shall be liable for not performing or performing with d any of its rights and/or obligations under the terms hereof due to Force Majeure, and each Party shall pay for their own costs, fees, and similar expenditures due to any Force Majeure.

Semco Maritime General Terms of Delivery of Goods and Services (Worldwide)

1st Edition, 16.06.2015

18.2 The Party who wishes to claim exemption of liability due to Force Majeure shall within 3 days of the occurrence of the event of Force Majeure notify in writing the other Party of the occurrence and the cessation of the event in question.

18.3 The Party who wishes to claim exemption of liability due to Force Majeure shall provide documentation hereof at the request of the other Party.

18.4 The Parties, without either Party owing any money or any financial compensation to each other, shall be able to annul the PO or Purchase Agreement through written notice to the other Party, if the fulfilment of the agreement is hindered for a period of more than 3 months by an event of Force Majeure.

19. CODE OF CONDUCT AND ANTI-BRIBERY

19.1 The Parties hereby commits itself to read and abide by the Semco Code of Conduct reading; ([http://ipapercms.dk/Semco Maritime/HSEQ/Codeofconduct](http://ipapercms.dk/Semco%20Maritime/HSEQ/Codeofconduct)).

19.2. Noncompliance with the Code of Conduct can be constituted breach of Contract by the involved parties.

20. VARIATIONS

20.1 Semco is entitled to issue a reasonable Variation Order Request for the Deliveries as applicable in it's exclusive discretion.

20.2 Thereafter the Client within 3 Days after receipt of a Variation Order Request (Semco poses a request for a Variation) by Semco, shall issue a Variation Order to confirm this PO, and Semco shall confirm the Variation Order before it is legally valid.

20.3 Semco shall either accept or reject such a Variation Order from the Client after a reasonable period of time from its receipt. If the Variation Order is accepted by Semco, the Delivery is made according to the amended Delivery by Semco to the Client. If the Variation Order is not accepted by Semco, the terms and conditions of the Delivery are unchanged, except that there is no obligation to deliver according to the Variation Order.

20.4 Semco shall observe and be bound by the stipulated timeline.

21. SUSPENSION

21.1 Semco or Client has the right to suspend (temporarily put on hold) Deliveries at any given time at its exclusive discretion during the project execution. A suspended party shall receive and be reimbursed its documented costs and overheads in this respect, if the suspended Party is not the root-cause behind the suspension. If the suspended party is liable for the suspension, then that party subject to the limitations of liability herein is liable for any of the other side's documented costs in connection with any such suspension. If the suspended party is the reason for the suspension then the suspended party can be terminated at any time during the suspension period..

22. TERMINATION

22.1 Client and Semco is at any time entitled to terminate (In whole or in part) the GTD, PO or any agreement for convenience, Semco shall immediately stop all work on any order, and make the necessary arrangements to limit Semco's loss as much as practically possible in case of Clients termination.

22.2 In case the GTDs, a PO or a Purchase Agreement is agreed to be terminated for convenience by either Party under this Clause 22, Client must pay for Goods and/or Services already delivered and/or rendered at the time of termination, and Client must reimburse Semco it's fair and documented expenses, costs, overheads and profits in connection with the already delivered parts of the PO or Purchase Agreement. And for the non-delivered parts of Deliveries Client shall pay a 10% of the PO or Order Amount (whichever is highest) for such termination for non-delivered parts of Deliveries.

22.3 In case the GTDs, a PO or Purchase Agreement is cancelled due to the non-performance or material breach of either Party, then Semco is entitled to payment for the value of Goods and/or Services which have already been delivered and for any costs, overheads and /or expenses (including profits up until the point of termination). And the Party not in breach is entitled to also receive the total and any and all documented losses due to any termination for breach.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 These GTDs are governed by and construed in accordance with the substantive law of the Country where the Semco contracting, legal entity has its place of business, where this is in Denmark, England, Scotland, Norway, Singapore, Germany or the USA.

For all other countries than the above listed (even if a Semco legal entity has its place of business there) these GTDs are governed by English Law.

The Parties are explicitly excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) for the Delivery under these GTDs.

23.2. Any dispute or claim or liability arising out of, or in connection with these GTDs or the breach, termination or invalidity etc. thereof, shall be settled by arbitration in accordance with the ICC rules on arbitration. Place of arbitration is the capital of the country of the applicable laws.

There shall be one arbitrator in case the claim is below or is USD 1 million and three arbitrators in any arbitration above USD 1million. The language in any arbitration shall be English.

23.3 Regardless of the above, Semco may at its own discretion choose to have any dispute settled by the Danish Arbitration courts in Copenhagen according to the Danish applicable law on Arbitration at the time of the dispute or to choose to have any dispute settled in the Civil Court of Denmark and according to Danish law.