

Achilles Joint Qualification System: Rights and Duties of the Parties

By participating in this system, the companies and suppliers accept the rights and duties set forth below:

1. GENERAL

These terms regulate the relationship between the companies and the co-ordination unit on the one hand and the supplier on the other. The terms enter into force when the co-ordination unit has received the completed computerised questionnaire or other specified documentation from the supplier.

The purpose of the joint qualification system for suppliers to the oil industry in Norway and Denmark is to establish a register of suppliers who are evaluated on the basis of pre-established, objective qualification criteria and who have been found to satisfy said criteria so that, when needed, they will be considered for establishing tender lists within the relevant product and service categories.

2. DEFINITIONS

The **companies** are those companies registered as users of the system.

The **supplier** is the supplier of products and/ or services who has sent in to the co-ordination unit a completed computerised questionnaire and the relevant written declarations.

The **co-ordination unit** is Achilles Information AS.

The **system** is the Achilles Joint Qualification System for suppliers to the oil industry in Norway and Denmark.

3. DURATION AND SCOPE

3.1 Qualification of suppliers will be conducted in accordance with specified product and service categories as announced in the Supplement to the Official Journal of the EU.

3.2 The system will be announced in the Supplement to the Official Journal of the EU minimum once a year, with information specifying which product and service categories are included in the system. Separate announcements will be issued whenever the system is supplemented with new product and service categories. The oil companies may at any time, jointly or separately, terminate the qualification system for one or more product or service categories. Affected suppliers will be informed of any termination.

3.3 The qualification is conducted separately for each category when a supplier can offer products and/ or services in two or more announced categories.

3.4 The qualification may include two or more qualification stages. All suppliers will be evaluated according to the joint qualification criteria established for the Achilles Joint Qualification System. If the evaluation is positive, the supplier will be informed that he is qualified in accordance with first stage. Certain products and services may require qualification at additional stages. In said cases, the individual oil company will establish and send out information on supplementary criteria, etc. to suppliers who are qualified in the Achilles Joint Qualification System.

3.5 Registration as a qualified supplier is no guarantee of being included in any specific tender list or of being awarded a contract.

4. ANNOUNCEMENTS AND DOCUMENTATION

4.1 The system will be announced in the Supplement to the Official Journal of the EU. The announcement will contain information on the system and will be in accordance with the EU Utilities and Services Directive No. 93/ 38 EEC and relevant national regulations.

4.2 The announcement in the Supplement to the Official Journal of the EU that the Achilles Joint Qualification System is in effect will serve as the formal call for competition.

4.3 The co-ordination unit will see to the documentation in the qualification process and will file information on relevant decisions regarding the qualification of each supplier. Said documentation will be kept on file minimum 4 years.

5. QUALIFICATION CRITERIA

The system is based on objective qualification criteria and rules stipulated by the oil companies. The oil companies reserve the right to change criteria and rules as needed.

6. APPLICATION FOR QUALIFICATION

A supplier applying for qualification is himself responsible for correct indication of the product and service categories to be included in the system.

7. APPROVAL / REJECTION / TERMINATION

7.1 The co-ordination unit will in reasonable time inform the supplier about the result of the assessment. If the qualification process is expected to take more than 6 months, the co-ordination unit will within 2 months inform the applicant, stating the reason for the delay and probable date of a decision.

7.2 Approval of a qualification application will be notified in writing.

7.3 Rejection of a qualification application will also be notified in writing, with reasons.

7.4 Failure to provide complete and correct information within the deadline specified in the announcement in the Supplement to the Official Journal of the EU or in the correspondence with the co-ordination unit is sufficient reason for rejecting the application.

7.5 The supplier is responsible for providing information about important changes of registered data without being reminded. The qualification will

apply to the relevant qualification period unless terminated by the oil companies.

7.6 The oil companies may terminate the qualification of a supplier registered as qualified in the qualification system only if said supplier no longer satisfies the rules and criteria pertaining to the qualification system. Said suppliers will be informed in writing, stating the reason for the qualification termination, before being deregistered.

7.7 Withholding important information or providing false, misleading or grossly incorrect information, will result in disqualification.

7.8 The oil companies are subject to, and work according to, strict business-ethics requirements.

8. TENDER LIST

Each oil company will generally limit the number of qualified suppliers on its tender lists based on what is deemed reasonable according to prevailing conditions.

9. INDEMNITY

The supplier shall indemnify the companies and co-ordination unit for any form of loss and/ or damage that might arise through the use of information and data registered in the system based on the electronic questionnaire the supplier has submitted.

10. APPLICABLE LAW, ARBITRATION

This agreement is subject to Norwegian law. Disputes that cannot be resolved by mutual agreement shall be brought to arbitration in Stavanger pursuant to Chapter 32 of the Civil Procedure Act.