

# Exhibit M: Changes to the general contractual wording

*Changes to the general contractual wording shall be set out in Exhibit M, unless the general contractual wording refers such changes to a different Exhibit.*

*Changes can be made to all the clauses in the Contract, even where there is no clear reference to the fact that changes can be agreed. Changes to the contractual wording shall be specified here so that the wording of the general contractual wording remains unchanged. It must be stated clearly and unequivocally which clause or clauses in the Contract have been changed.*

*The Contractor should, however, be aware of the fact that reservations or changes to the Contract in connection with the submission of a tender may result in rejection of the tender by the Company.*

Clause	Shall be replaced by
2.3	<p>Interpretation - ranking</p> <p>Changes to the general contractual wording shall be set out in Exhibit M, unless the general contractual wording refers such changes to a different Exhibit.</p> <p>The following principles of interpretation shall apply in the case of conflict:</p> <ol style="list-style-type: none"> <li>1. The general contractual wording shall prevail over the Exhibits.</li> <li>2. Exhibit E shall prevail over the other Exhibits.</li> <li>3. To the extent that the clause or clauses that have been changed, replaced or supplemented, are clearly and unequivocally specified, the following principles of precedence shall apply:               <ol style="list-style-type: none"> <li>a. Exhibit M shall prevail over the general contractual wording.</li> <li>b. If the general contractual wording refers changes to any other Exhibit than Exhibit M, such changes shall prevail over the general contractual wording.</li> <li>c. Exhibit N shall prevail over the other Exhibits.</li> </ol> </li> </ol> <p>1. Specific provisions prevail over general provisions, and newer provisions prevail over older.</p>

<p>4.3</p>	<p>Contractor shall, within the framework established by the Exhibits, cooperate with Company and other contractors and organize its operations to ensure that all activities on a Site are carried out efficiently and without undue delay.</p> <p>The Contractor will have free access to the Sites where Work is to be performed, except for the following:</p> <p><b>Access to Cable Extension Point:</b></p> <p>Statoil (<a href="mailto:sjohn@statoil.com">sjohn@statoil.com</a>; <a href="mailto:andhe@statoil.com">andhe@statoil.com</a> ) shall be informed minimum 7 working days before access to the Cable Extension Point. This is important for Statoil's operation of the existing Node 1. Contractor must bring the necessary equipment to access. The Company will bring an observer/ coordinator for ensuring that damage to existing infrastructure is avoided.</p> <p><b>Statoil's land station at site:</b></p> <p>Access will be given, but Statoil shall be informed minimum 7 working days before access is needed. This is important for Statoil's operation of the existing Node 1.</p> <p>Key to the land station can be borrowed from Statoil's local representative.</p> <p><b>Cables and subsea distribution units</b></p> <p>The backbone power and communication system of the extension will be manufactured and deployed by Subsea 7 Norway AS in 2017. Communication/ cooperation with Subsea 7 Norway AS will be required.</p>
<p>17.3</p>	<p>17.3 will not apply</p>
<p>21.1</p>	<p>Prepayment is limited to 1/3 of contract value. If prepayment is agreed, Contractor shall, within 30 Days of entering into the Contract and at its own cost, provide a guarantee from a bank or insurance company, or such other guarantee approved by Company, with a content conforming to the text in Exhibit J – Standard Bank Guarantee.</p> <p>If prepayment is agreed the guarantee shall, in any event, be provided to Company prior to submission of the first invoice in accordance with the</p>

	<p>provisions of Art. 20. Contractor shall upon Company's request increase the guarantee sum in accordance with increases in the Contract Price.</p>
23.1	<p>Contractor guarantees</p> <p>a) the performance of the Work,</p> <p>b) that Contractor's engineering is suitable for the purpose and use for which, according to the Contract, it is intended,</p> <p>and in addition, if a Contract Object is part of the Scope of Work, that</p> <p>c) the Contract Object will conform during the Guarantee Period to Drawings and Specifications,</p> <p>d) the Contract Object will conform during the Guarantee Period to the final result of Contractor's engineering, and</p> <p>e) that Materials delivered by Contractor for incorporation into the Contract Object are new.</p> <p>f) that the data acquisition provided by the Contract Object is stable and reliable.</p>
23.2	<p>The Guarantee Period commences when the Delivery Protocol is issued or should have been issued in accordance with Art. 19.1. It expires on the first occurring of the following times:</p> <p>a) Two years from the issue of the Delivery Protocol.</p> <p>b) Two years from the date Company has taken over the Contract Object in accordance with the Contract, where the conditions for signing the Delivery Protocol in accordance with Art. 19.1 have not been fulfilled.</p>

	<p>c) If a defect in the contract object causes downtime on sensors and/ or platforms for an accumulated period of 30 days or more, the Guarantee period shall be extended by the total number of days of downtime, in excess of said period, whether or not other work is carried out during such period.</p>
<p>25.2</p>	<p>When Contractor is responsible for a defect, it shall rectify it as soon as possible at its own cost.</p> <p>Contractor shall notify Company of which measures it intends to apply and the time for rectification. Company shall notify Contractor of its views on the rectification plans without undue delay. Company shall not unreasonably prevent Contractor from performing the planned rectification. Upon specific request Company can provide spread and/or ROV for retrieval of the defective equipment.</p>
<p>37.2</p>	<p>Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise.</p> <p>Any court proceeding shall be brought before Bergen district court. Disputes shall be settled in accordance with Norwegian law.</p>
<p>New article A</p>	<p>All service and maintenance shall be done by the contractor the first cycle, until the system is maintained and redeployed after one year. The whole service agreement or parts of it shall thereafter be automatically renewed for a term of one (1) year at a time, unless the Company terminates the whole Service Agreement or part of it by giving three (3) months' notice prior to the renewal date. If not terminated by the Company, the total term of the Service</p>

	<p>Agreement will be a minimum five (5) years. The Contractor may terminate the Agreement after 5 years by giving twelve (12) months' notice prior to the renewal date.</p>
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Equipment that is procured and installed after the signing of the delivery protocol, can, if agreed by both parts, become part of what shall be maintained under the service agreement. If the service/maintenance cost shall be adjusted, this shall be agreed as a variation order.