

**BHC CONSTRUCTIONS'S GENERAL TERMS AND CONDITIONS FOR STAFFING SERVICES (HIRING OF EMPLOYEES)**

BHC Constructions's general terms and conditions for staffing services (the "Terms") govern the general contractual legal relationship between the Client (the "Client") and the company in the Adecco Group in Norway ("BHC Constructions").

The Terms are attached to the order confirmation for each assignment and apply for providing employees unless expressly agreed otherwise. The Client confirms when ordering each assignment that it is familiar with and accepts BHC Constructions's general terms and conditions for the provision of personnel.

**1. The parties' representatives**

The parties' representatives shall have the authority to act on behalf of the parties concerned so that the tenancy can be conducted as well as possible and BHC Constructions can provide the Client the best assistance and service.

**2. Priority**

If the contract documents contain contradictory provisions, the documents shall apply in this order:

- A. The order confirmation for each assignment.
- B. BHC Constructions's general terms for the provision of personnel.

**3. Guarantees and certifications****3.1 Guarantees**

BHC Constructions guarantees that a candidate shall be presented with the qualifications etc., which meet the Client's specifications. Any changes to the original specifications are to be done after clarification with the Client. If the Client is still not satisfied with the employee the Client has accepted and this is not based on discriminatory or unjustifiable grounds, BHC Constructions shall introduce a new candidate for the assignment, should the Client so desire. If the Client wishes to invoke the guarantee, the Client must notify BHC Constructions as soon as it becomes apparent that the employee has inadequate qualifications.

The guarantee applies regardless of whether a breach of contract exists, ref. Section 14 below.

BHC Constructions guarantees that the employees at a minimum work under the wage and working conditions in accordance with the <sup>1</sup>Working Environment Act's rules on equal treatment. If any errors are discovered, BHC Constructions shall, after clarification with the Client, make up the difference as soon as possible.

**4. Ordering, changes and termination, etc.****4.1 Ordering and selection of candidate**

BHC Constructions presents one candidate according to the order from the Client. The Client is responsible for clarifying its requirements for the necessary professional qualifications, and – if required - personal qualities, before selection of the candidate is initiated.

**4.2 Order Confirmation**

The Client receives a written order confirmation stating, among other things, the employee's name, agreed duration, working hours, etc., as soon as the Client has approved the candidate for the assignment. The Client should review the order confirmation and inform BHC Constructions, without undue delay, of any errors or omissions.

Should the Client wish to prolong the assignment beyond the agreed period, this should be communicated to BHC Constructions as early as possible. BHC Constructions shall then attempt to prolong the contract with the current employee. The prolongation is confirmed with a new order confirmation if the employee accepts the offer.

**4.3 Changes**

The Client may not agree to changes in the assignment directly with BHC Constructions's employees without written agreement with BHC Constructions.

**4.4 Prolongation of assignment**

This also applies if relevant supervisory authorities, such as the Norwegian Labour Inspection Authority, should make a decision about an unlawful hiring must cease.

**4.5 Termination deadlines**

Any confirmed and/or initiated assignment is binding for both parties. Assignments with duration of more than three - 3 - months may be terminated with one - 1 - month notice period calculated from the first day of the month after the notice is received.

This also applies if relevant supervisory authorities, such as the Norwegian Labour Inspection Authority, should make a decision about an unlawful hiring must cease.

**4.6 Documentation on the basis for hiring**

If the basis for hiring is authorized in the Work Environment Act §14-12(2), the Client shall, at the request of the staffing company, present documentation that the hiring activity is bound by a collective agreement entered into with a Trade Union with the right to nominate, and there is an agreement with the Union representatives on time-limited hiring. This way the staffing company can fulfil its duty to the Norwegian Labour Inspection Authority in accordance with the Work Environment Act § 14-12(2) second sentence.

It is the Clients responsibility to assess whether the basis for hiring is legally sound. This applies to all grounds for hiring, and is not limited to hiring in accordance with the Working Environment Act §14-12(2).

If the Client is ordered to cease an unlawful hiring from relevant supervisory authorities (eg the Norwegian Labour Inspection Authority), the Clients payment obligations is maintained in accordance with clause 4.5 of this agreement.

**5. Equal treatment rules– the Client's duty to provide information etc****5.1 Wages and working conditions**

The Client shall provide BHC Constructions the information necessary for BHC Constructions to be able to uphold the <sup>2</sup>Working Environment Act or Government Employees Act's requirement of equal treatment.

The information must include the conditions that would be applicable if the assigned employee were employed by the Client to perform the same work, in terms of:

- a) workday length and location
- b) overtime
- c) the duration and location of breaks and rest periods
- d) night work
- e) holidays, holiday pay, days off and remuneration of such days
- f) wages and expenses

BHC Constructions has confidentiality regarding the information, and may only use these to ensure compliance with the requirement for equal treatment.

**5.2 Access to the Client's common goods and services**

The Client shall provide BHC Constructions information about common goods and services applicable for the Client's own employees such as the canteen, common training room, changing rooms etc. Assigned employees must be given access to <sup>3</sup>common goods and services of the Client under the same terms as the Client's own employees.

All costs for access to common goods and services are directly borne by the Client to the same extent as the Client covers them for their own employees.

<sup>1</sup> Cf. Work. Env. Act. § 14-12 a.

<sup>2</sup> Cf. Work.Env.Act § 14-12 b (1), § 14-12 a, or Government EA § 3 C (1), § 3 B.

<sup>3</sup> Cf. Work. Env. Act § 14-12 a (2), or Government EA § 3B (2).

### 5.3 Changes

Throughout the entire assignment period, the Client shall keep BHC Constructions regularly informed about expected changes in its own wage and working conditions as well as common goods and services that relate to equal treatment. Information about any changes should be provided as early as possible and no later than before the changes come into force for the Client's own employees.

### 5.4 Right to access for employee, the Client and the Client's representatives

BHC Constructions shall, upon request of the assigned employee, disclose required information so that he/she may assess whether their own wage and working conditions meet the requirements on equal treatment. Access shall normally include information that the Client has provided BHC Constructions about its wages and working conditions. Access shall be confidential.

BHC Constructions shall, upon the Client's request, document the wage and working conditions agreed with the employee who is provided to the Client. The Client shall, when requested by its own representatives, document the wages and working conditions agreed between the assigned employee and BHC Constructions. The information may only be used to ensure or verify compliance with equal treatment requirements or to fulfil the obligations under equal treatment rules. The Client and representatives of the Client are bound by confidentiality regarding the information. The information shall be deleted as soon as reason for access has been fulfilled.

## 6. Joint and several liability

The Client and BHC Constructions are jointly and severally liable for payment of proper wages, holiday pay and other remuneration to the assigned employee in accordance with the Working Environment Act's equal treatment requirements.

If the Client is obligated to meet such liabilities, the Client may seek recourse against BHC Constructions for all costs in this regard, unless the claim is due to inaccurate or incomplete information from the Client relating to equal treatment.

## 7. Working hours and overtime work

The Client shall ensure that assigned employees work in accordance with the provisions of the Working Environment Act. When overtime is needed, consent shall be obtained from BHC Constructions's contact person before overtime work begins.

## 8. Price and terms of payment

### 8.1 Price

BHC Constructions's prices are based on the rules for equal treatment and contingent upon the Client's providing full and accurate information on wage and working conditions regarding equal treatment.

BHC Constructions's prices per hour worked include the assigned employee's wages, holiday pay, workers' compensation, the employer's share of National Insurance, OTP [mandatory occupational pensions], administration, and earnings. In addition to the hourly rate, for any overtime, shift and inconvenience allowance, holiday allowance, allowance for days off and other wage benefits arising from the equal treatment rules are billed based on a separately agreed calculation.

BHC Constructions's prices are stated exclusive of VAT, unless otherwise stated in the order confirmation.

In the event of changes in the wage and working conditions for the Client's own employees related to employee rights under the equal treatment rules during the assignment period, the hourly rate basis shall be adjusted

proportionately. The same applies if changes in the specific assignment entitle the employee to better conditions under the equal treatment rules. If the Client has not provided accurate and complete information or the Client has not informed the Provider about relevant changes in its own wage and working conditions within a reasonable period of time, BHC Constructions may change the price retroactively and require corresponding arrears.

In the event of changes in laws or regulations or orders from public authorities resulting in increased costs for BHC Constructions, BHC Constructions may adjust the price and/or other terms corresponding to the increase in costs for the individual assignment. The Client may require the additional costs to be documented. The adjustment goes into effect from the date the law, regulations or orders comes into force.

Ordinary price regulation takes place in January each year.

### 8.2 Payment

Billing is made in arrears and normally every month in accordance with the certified invoice basis (timesheets). The Client is billed for a minimum of five - 5 - hours worked per day per assignment. In addition, any additional rights under equal treatment rules are billed, including holiday compensation and paid holidays, ref. Section 5.1 above.

Payment shall be made within 10 days after receipt of invoice, unless otherwise agreed. In case of delayed payment, arrears are charged under the prevailing rules.

Invoice fees are charged at the prevailing rates. All expenses BHC Constructions invoices, will be invoiced with an administration fee of 15 percent.

### 8.3 Recruitment Services

If the Client hires an employee who has been provided by BHC Constructions to the Client and the staffing service was in fact a recruitment service, the recruitment service is billed according to the current standard recruitment fee: 390 (hours) x hourly wage during the assignment period. In addition, Adecco Select's current general terms and conditions for recruitment services apply as far as they are appropriate. [LINK](#)

Similarly, when employing foreign workers (from countries outside of Scandinavia), an additional fee will be invoiced according to current business conditions of 15% of the employee's expected total annual remuneration.

## 9. Timesheets

Recording of work time performed by BHC Constructions's assigned employees occurs weekly. The Client shall check received web timesheets before lists are approved and signed. Approved timesheets are to be received by BHC Constructions every Monday by 2:00 p.m.

Timesheets received before the deadline are considered approved and final and may not be changed unless the Client can prove that the timesheets are not accurate and/or complete. If the Client fails to approve the timesheet by the deadline of, Monday at 2:00 p.m., it is considered approved and is assigned for billing and payment to the employee.

Objections to completed timesheets must be in writing and received by BHC Constructions within seven - 7 - calendar days after the invoice date. Objections after the deadline will not be considered.

## 10. Responsibility, management and monitoring as well as work performance

BHC Constructions's (the Provider's) responsibility is to conduct proper employee selection where the necessary skills are in accordance with client specifications. Assigned employees are subject to the Client's management and control, including the authority to provide instruction, and shall work integrated in the Client's business. The Client is responsible for ensuring that the conditions have been met for the assigned employee in order to perform his/her work. BHC Constructions is not responsible for work results. The Client is responsible for any deficiencies in work performance and damage or loss the assigned employee may cause the Client or third parties.

BHC Constructions's employees shall follow the Client's regulations and instructions. BHC Constructions's employees shall not work with or have responsibility for keys/key cards, money and securities without the written consent of BHC Constructions.

<sup>4</sup> Cf. Work. Env. Act § 14-12 b

<sup>5</sup> Cf. Work. Env. Act § 14-12 b

<sup>6</sup> Cf. Work. Env. Act § 14-12 b (5)

<sup>7</sup> Cf. Personal Data Act – GDPR Art.5

<sup>8</sup> Cf. Work. Env. Act. § 14-12 c

<sup>9</sup> Cf. Section 5.1

<sup>10</sup> Cf. Work. Env. Act.. chap. 10, jf. Work. Env. Act § 2-2 (1) c)

<sup>11</sup> Cf. Section 5.1

<sup>12</sup> Cf. Mandatory Occupational Pensions Act

## 11. Responsibility for Health, Safety and Environment (HSE) etc.

<sup>13</sup>The Client is in charge of the business and is responsible for coordinating health, safety and environmental issues. The Client is among other things responsible for the assigned employees being assured a <sup>14</sup>fully satisfactory work environment and that assigned employees' <sup>15</sup>working hours are in accordance with applicable rules.

The assigned employee shall adapt to and comply with the Client's safety instructions, work regulations, etc. The Client shall inform, train and monitor the assigned employees in the same manner as its own employees. Among other things, the Client shall provide information about the company's HSE system, that the employee is covered by the Client's safety services and who the employee's local safety representative is at the Client's.

<sup>16</sup>The Client confirms that its business complies with internal control regulations, including that hazards and problems have been surveyed and that the business assesses risk operations on this basis as well as prepares plans and measures to reduce risks. The Client shall demonstrate compliance with those requirements upon request.

If the Client is unable to confirm this, BHC Constructions is to be notified within 24 hours after receipt of order confirmation. BHC Constructions shall then conduct its own required risk assessment of the Client's business. See detailed information in our document HSE requirements for Clients below.

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BHC Constructions, including the HSE manager, safety representatives and occupational health services shall be given the opportunity to contact the Client's safety service and be provided with access to the Client's business to survey the work environment.

## 12. Confidentiality

Information exchanged between the parties shall not be disclosed in any manner to any third party without the other party's written consent. This also applies after completion of the assignment. BHC Constructions's employees are subject to confidentiality regarding trade secrets and otherwise regarding descriptions, recipes, models, personal information etc., about which the employee becomes aware during the assignment with the Client.

## 13. Rights to work results

The Client has intellectual property rights of the results of work performed by BHC Constructions's employee for the Client, unless otherwise agreed.

The parties are free to utilise general know-how, expertise, etc., that the parties and their employees accrue in connection with the assignment. This does not apply to competitively sensitive information.

## 14. Processing of personal data

### 14.1 Commitments

Each party shall fulfil its obligations under applicable privacy legislation regarding the processing of personal data in connection with its activities under these Terms and / or in connection with the Services.

### 14.2 Controllers

The parties acknowledge and agree that each party is independently responsible for the processing of personal data in connection with the delivery and receipt of the services.

### 14.3 Responsibility

Each of the parties is responsible for:

(a) providing all necessary information to persons, including their own employees, assigned employees and representatives, to the extent that their personal data may be disclosed or processed by the other party in connection with the services; and

<sup>13</sup> Cf. Work. Env. Act. § 2-2 (c)

<sup>16</sup> Cf. Internal Control Regulations § 5

b) ensuring that there is a legal basis for treatment in accordance with applicable privacy laws for the sharing of personal data between the parties.

### 14.4 Consent

The Client understands that, when it is relevant to benefit from certain value-added services (such as online services and management systems), consent must be given to additional terms, terms of use and / or privacy statements issued by BHC Constructions or its partners / suppliers .

Further information on privacy can be found on our websites

<http://www.bhcc.no/personvern/>

## 15. Provider's breach of contract

### 15.1 Complaints

BHC Constructions's representative must be promptly notified and in writing of complaints from the Client regarding a demonstrated breach of contract. Breach of contract cannot be invoked if no such complaint exists.

### 15.2 Remedies

The Client and BHC Constructions may require deficiencies in the selection of the employee to be remedied by demanding that the current employee be replaced if this can be done without unreasonable inconvenience or cost.

### 15.3 Replacement

BHC Constructions's (the Provider's) responsibility is to conduct proper employee selection in that the necessary skills are in accordance with client specifications. BHC Constructions's liability is limited to direct financial loss as a result of documented negligence in the selection process.

BHC Constructions is not responsible for indirect losses and consequential damages, which includes not compensating for loss of profits, loss of use and compensation to third parties.

The Client is responsible for any injuries, losses or defects in the work performance the assigned employee may, through error or omission, may cause the Client or third party in the performance of work with the Client.

Damage caused by fire or explosion is not compensated. Loss of keys/access cards to the Client's premises is the Client's responsibility unless otherwise agreed.

BHC Constructions's responsibility per assignment is limited to matters covered by standard industry policies, and in any case is limited to a total amount of NOK 1 000 000 per assignment.

### 15.4 Termination

If BHC Constructions is in material breach of its obligations under the Terms and the breach is not remedied within the agreed deadlines, the Client may terminate the agreement (i.e., the specific assignment).

### 15.5 Default remedies for multiple assignments

When entering into agreements which consist of multiple assignments, a breach of an assignment will only entitle termination or other default remedies for the assignment that is in default. The parties' contractual obligations for the others remain unaltered and default remedies may not be applicable to other assignments.

## 16. Client's breach of contract

### 16.1 Failure to provide information

The Client is objectively responsible for any financial loss as a result of their failure to provide BHC Constructions with information necessary for securing equal treatment obligations in wage and working conditions during the entire duration of the assignment, cf. Section 5.1 above.

BHC Constructions may terminate the assignment and/or claim compensation for financial loss if the Client fails to comply with requirements on necessary documentation about wage and working conditions within three days after the written request is received.

<sup>13</sup> Cf. Work. Env. Act. § 2-2 (2)

<sup>14</sup> Cf. Work. Env. Act. § 2-2 (a)

In the event that relevant supervisory authorities (eg the Norwegian Labour Inspection Authority) issue orders or make a single resolution for implementation pursuant to the Working Environment Act §14-12 (a) first paragraph and §14-12 (b) first paragraph, and the supervisory authorities or a court ruling concludes that the employee has not been given the conditions that would have applied if he or she had been directly employed by the Client to perform the same work, and the difference is caused by incorrect or incomplete information the staffing company has received from the Client, the Client will be responsible for the costs incurred by the staffing company in connection with this. This includes costs for compensation of salary, overtime, holiday pay, compensation on days off and expense coverage in accordance with the Working Environment Act §14-12 (a) first paragraph letters b, e and f, as well as other costs the staffing company may have in connection with the case, such as legal assistance and any coercive fines and infringement fines.

#### 16.2 Delayed payment

In the event of delayed payment, BHC Constructions may withhold its services until payment occurs. In the case of a material breach, BHC Constructions may terminate the current assignment. If the Client does not pay within seven days after receiving written notice, BHC Constructions may terminate the current assignment.

In the event of a default of payment, default interest becomes payable pursuant to the Act relating to interest on overdue payments.

If BHC Constructions terminates the agreement (i.e., the current assignment) on the basis of default of payment, BHC Constructions may claim compensation under tort rules and principles.

#### 16.3 Other deficiencies

For other deficiencies related to the client's business, such as breaches of HSE rules ordinary default remedies apply.

### 17. Insurance

BHC Constructions has taken out statutory occupational injury and pension insurance for all employees.

The Client is responsible for taking out the necessary insurance for its own business's operations, personnel, equipment and property.

### 18. Force Majeure

In case of force majeure - including strikes and lockouts – the parties' obligations lapse for the duration of the force majeure situation. In the case of a strike, the Client shall keep BHC Constructions continuously informed of the need for continued hiring.

### 19. Disputes

Hiring under these Terms is governed by Norwegian law. Any disputes shall be settled amicably. If negotiations are unsuccessful, the parties may refer the dispute to the Oslo City Court as legal venue.

## HSE REQUIREMENTS FOR CLIENTS

### Responsibility

BHC Constructions is a responsible employer and will provide a safe and secure work environment for its employees based on the following conditions:

- The Client is the main company and will ensure coordination of HSE work.
- The Client must secure BHC Constructions employees a fully safe workplace.
- BHC Constructions employees work under the leadership of the Client and have the right to notify about critical circumstances in the Client's business.
- If any of our employees were to have reduced working capacity during a contract with the Client, BHC Constructions wishes to consider the possibility of facilitated work in cooperation with the Client.

In order to contribute to this, the Client must always make BHC Constructions aware of relevant risk assessment, requirements for the use of personal protective equipment and other information that is essential for the employee's working environment.

### Risks

BHC Constructions expects that the Client meets all requirements of current HSE regulations, including:

- Performs necessary mapping and risk assessment.
- Prepares to plan and implement measures that reduce risk.
- Performs Safe Job Analysis (SJA) for risky work operations.
- Has plans for the safe use of machines and equipment to be used.
- Has available updated safety data sheets for hazardous chemicals that are in use.
- Ensures that working time for BHC Constructions employees complies with the provisions of the Working Environment Act and that overtime work is always approved by BHC Constructions.

If necessary, BHC Constructions shall be given the opportunity to contact the Client's security service and access to the Client's activities to survey the working environment.

### Training

The Client shall inform, train and control BHC Constructions's employees in the same way as their own employees. This must be done in a language that BHC Constructions's employee understands and includes, among other things:

- Instructions for the safe execution of the work, and in particular:
  - Required training on specific machines and equipment to be used. Such training shall be carried out independently of the certificate/certificate of competence and must be documentable.
  - Information about possible occupational health hazards, necessary protective measures, and training in safe use of protective equipment.
  - Action plan regarding accidents, including information on how to handle unwanted incidents and important phone numbers for notification.
- Information on location of fire protection and first aid equipment.
- Information about who is the employee's local safety representative.
- Information on where the material catalogue with the safety data sheet is located.
- Information on the local waste disposal routine.
- Information about other critical routines to be followed in the workplace.

### Notification of serious incidents and emergencies

Serious events or other possible crises affecting BHC Constructions should always be notified immediately to our Emergency Phone 232 90 112.

In particular this relates to:

- Accidents and other events where human life has been lost or there is a danger that life can be lost.
- Accidents and other incidents where people are seriously injured.
- Working conditions that pose a risk to life and health.
- Events that can cause significant damage to the environment.
- Events that can cause material damage.
- Events that can cause significant media attention.
- Events that can cause significant financial losses.