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Status Final

Geophysical Survey Nederwiek Wind Farm Zone, 3D-UHRS Survey Campaign

Annex 6 - Section VI

Quality requirements & Administrative instructions

Nederwiek Wind Farm Zone

Colophon

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Contents

1 CLIENT quality assurance requirements

1.1 Quality management system

The CONTRACTOR shall operate a quality assurance (QA/QC) system compliant with latest international quality standards (ISO 9001:2015 / ISO 45001/2018 series or equivalent) certified by an accredited body as recognized by European Co-operation for Accreditation (EA), or the International Accreditation Forum (IAF). The certified system must relate to all stages of the WORK and provide a full auditable trail for all works. The possession of valid certification will not affect CLIENT's right to verify and monitor the CONTRACTOR's QA/QC arrangements being comprehensive and implemented for the WORK.

1.1.1 Timely delivery of deliverables

The CONTRACTOR shall ensure that, after CONTRACT award, updated project documentation is provided to the CLIENT in time in order to allow for sufficient time for a CLIENT review and the CONTRACTORS revision, taking into account the review periods as stated in section 3.3 of this document.

The CONTRACTOR shall ensure that any subsequent amendments to the project documentation by the CONTRACTOR during the execution of the WORK are included and approved beforehand by the CLIENT.

The CONTRACTOR shall ensure that the final revision is provided to the CLIENT in time for final approval at least 3 days before the start of the mobilization.

1.2 Operational Management

The CONTRACTOR shall implement a management system assuring the safe and adequate management of the WORK covering all (Work) preparation, engineering, transportation, measurement/ inspection, quality, health, safety, environmental and interface aspects, all in accordance with the requirements of the CONTRACT.

The operational management system for the project shall be described within project documentation, organised per the CONTRACTOR's normal practice. The management system shall describe the implemented process and plans with regard to, but not limited to, the management of:

- The overall project management structure
- Line Planning, Positioning and Co-ordinate Reference Systems
- Meetings
- Scope
- Project Execution
- Quality
- HSE
- Planning
- Financial aspects
- Organization
- Risks
- Procurement

CONTRACTOR is encouraged to implement CLIENT's requirements via management systems, documentation and practice that are compatible with or are minimised variations of CONTRACTOR's normal working practice. However, CLIENT expects to evaluate and review Project Documentation under the headings listed above. As such,

where CONTRACTOR's documentation is not organised per these headings, CONTRACTOR should provide clear indication as to the locations of material under these headings in its documentation package.

Sections 1.2.1-1.2.6 describe in more detail those aspects for which RVO has specific requirements. All project documentation is to be assembled as a complete draft before the Technical Kick-Off Meeting.

1.2.1 Line Plans, Positioning and Co-ordinate Reference Systems

Current project boundaries, line plans, locations of any exclusion zones or special access requirements are to be maintained within Project Documentation.

Geodetic Parameters (Datum Definitions, Projection Definitions and Height Datum Definitions), navigational accuracy, tidal height accuracy, frequency and method of navigation checks and positioning specifications and the specifics of all co-ordinate system transforms are expected to be stated in the CONTRACTOR's Project Documentation for approval by the CLIENT and reported in the Field Report.

The units of measurements and the horizontal and vertical datum are specified in Starting Points & Assumptions.

1.2.2 Meetings

The CONTRACTOR shall be available for regular meetings with CLIENT with regard to the coordination and progress of the project. As a minimum the following meetings will be established, separately or concatenated as appropriate:

- Project Kick-off Meeting and close-out meeting – onshore.
- Technical Kick-Off meeting – onshore – minimal for a 2 day in person meeting at either CLIENT or CONTRACTOR's office.
- Vessel Kick-Off Meeting(s) – one per vessel, at the vessel.
- Progress meetings at CLIENT office during the execution of the WORK (frequency to be agreed between CLIENT and CONTRACTOR).
- Daily meetings on site between Client Offshore Representative and CONTRACTOR key personnel.
- Meetings for QA of onshore data processing and interpretation
- Any other meetings as specified in the Contract.

The CLIENT reserves the right to plan any other meetings that are deemed necessary during the execution of the works. CONTRACTOR shall make relevant representatives available for these meetings.

Progress reporting requirements are described in section 2 of this document.

1.2.3 Scope of Work

CONTRACTOR shall maintain in Project Documentation a clear, current, version-controlled Scope of Work including all elements specified in Annex [6] - Section IV (Scope of Work) and those elements finalised or modified post-award as appropriate.

A Technical Kick-Off Meeting (minimum of two days) shall be organized at which CLIENT and CONTRACTOR shall finalise the Scope of Work to be implemented.

1.2.4 Project Implementation

The CONTRACTOR shall include in Project Documentation, organised per its normal working practice, description of its plans for implementation of the project scope. This documentation must include comprehensive method statements for all scope elements and ancillary tasks required.

1.2.5 Project quality management

CONTRACTOR shall include documentation of its project specific quality Management Plan (QMP) in its Project Documentation, organised per the CONTRACTOR's normal working practice. The QMP shall describe how CONTRACTOR's quality policy is implemented for the WORK. The QMP shall address the systems and specific Quality Assurance (QA) requirements mentioned in this section, considering all relevant provisions in this Section of the Contract and the other Sections of the Contract. The QMP shall be in accordance with CONTRACTOR's documented quality management system and shall describe, as a minimum, all quality assurance and quality control issues that are relevant for all activities of the Work awarded under the Contract. The QMP shall describe at least:

- Quality management organisation and staffing (including but not limited to organisation charts, CVs, qualifications, previous experiences, etc).
- Quality management procedures.
- Project control procedures.
- Procedure handling of documents.
- Calibration and checks of equipment procedure.
- Validation, verification & performance test procedures.
- Project Audit Plan.

All activities and works by CONTRACTOR and his subcontractors shall be carried out in compliance with the Project Documentation including the Quality Management Plan.

1.2.6 Project Health, Safety and Environmental management

The CONTRACTOR shall include in Project Documentation, organised per its normal working practice, description of its plans for management of HSE matters during the course of the Project. CLIENT's requirements of CONTRACTOR's HSE management systems and practices are described in Annex [6]- Section V.

2 Reporting

Besides the reports to be delivered as result of the surveys as specified in Annex [6] - Section IV (Scope of Work), CONTRACTOR shall issue daily, and weekly project progress reports as detailed below.

The purpose of this reporting is to inform CLIENT on all aspects of CONTRACTOR's performance over the period of reporting and to give an up-to-date and clear picture of the project progress such that CLIENT can directly establish whether the project is on schedule and within budget.

At the start of the project CLIENT and CONTRACTOR shall agree on the content and frequency of the reporting. CONTRACTOR shall provide accurate reports of the progress of the project and shall highlight all trends that have impact on the execution of the WORK.

2.1 Weekly Progress Reporting

CONTRACTOR shall issue to CLIENT weekly progress reports. These weekly progress reports shall provide progress data on the progress achieved during the reporting period of critical phases.

The weekly progress report of CONTRACTOR shall include - but not be limited to - the following subjects:

- Work in progress;
- Health Safety & Environment;
- Safety Statistics;
- Status summary work schedule, including weekly planning update.
- Forward looking information for the next two reporting periods.
- In case of deviations from the program: proposals for remedial action together with any revised plans and projections needed to substantiate or explain proposals.
- Status of queries / concession requests.
- Risk Log including areas of concern and actions taken to address them.
- Change control, including list of issued and Potential Variation Orders and their status.
- Updated document register.
- Photographs of relevant achievements.
- Areas of concern.
- Overview of the total time spend Waiting on Weather during previous verified according to section 8.4 in this document.

The Weekly Progress Report shall be based on a week cut-off date being each Sunday at 2400h. CONTRACTOR shall issue the reports before Tuesday 12:00h (midday), following the cut-off date, and at least 4 hours before the start of the weekly progress meeting.

2.2 Daily Progress Reporting

During the offshore execution of the works CONTRACTOR shall issue to CLIENT Daily Progress Reports (DPR) to be submitted before 10:00h the next day. The format and content of the daily report shall be submitted to the CLIENT for approval prior to implementation, but shall include as a minimum:

- Activities executed in the past 24 hours and cumulative to date described in all phases.

- Activities planned for the upcoming 24 hours.
- Any occurrence causing delay to the project with consistent abbreviations/codes, including but not limited to
    - equipment downtime.
    - scheduled maintenance.
    - instrument calibrations.
    - WAITING ON WEATHER.
    - Weather standby below WORKABLE WEATHER LIMITS.
    - other standby.
- Daily observation and registration of weather and sea state.
- HSE occurrences such as incidents, accidents, near misses, safety meetings, safety stand downs, number of HSE observations, together with measures taken and status
- Non-conformance reporting

The DPRs will be provided in a consistent PDF format and will preferably not be scanned. DPRs are to be signed by the CLIENT offshore representative before issue to CLIENT, unless the contents are subject of dispute.

3 Document Management

3.1 Document management system

CONTRACTOR shall implement a document management system in which all documents are uniform, have a unique number, can be traced, and they are appropriately backed up.

The quality documents must be part of / integrated in the overall document management system.

All documents produced by or on behalf of CONTRACTOR shall be subject to CONTRACTOR's internal review, to verify compliance with CONTRACT requirements, statutory requirements and good engineering practice.

The CONTRACTOR shall provide a Master Document Register or similar. Where naming, status and planning of transfer of documents shall be maintained.

3.2 Document flow

CONTRACTOR shall provide CLIENT with a procedure describing its document flow system: every document can be followed, at each moment the actual situation is visible, the distribution is clear (who is informed, who is concerned).

The document flow of CONTRACTOR must correspond to its project organisation and must be aligned upon the organisation of CLIENT.

Information requested by CLIENT in any stage of the project shall be submitted as soon as possible and within the timeline as indicated by CLIENT, as far as reasonable.

3.3 Review and Approval

For documents that shall be submitted to CLIENT and/or to third parties for approval, the following maximum review terms shall be taken in account:

- If approval only by CLIENT is necessary: **2 weeks** for each first revision of the document and **5 working days** for each subsequent revision.
- If approval by any third party is necessary: **4 weeks** for each first revision of the document and **2 weeks** for each subsequent revision.
- CONTRACTOR shall issue an updated revision of a commented document, within **1 week** after the comments have been issued by the CLIENT.

The CLIENT will use attachment 4 as a Document Review Form (DRF) and provide the combined list of comments per document in the DRF (in Excel format). The CONTRACTOR shall ensure that in the subsequent revision all comments are handled, changed accordingly or discussed. The CONTRACTOR will provide the CLIENT with a revision document including the alterations made under track changes and a clean version of the revised document to allow for easy review.

In case approval documents are provided to the CLIENT during the execution of the offshore WORKS and maintaining these review terms causes a delay of the campaign, then all costs arising from this delay will be borne by the CONTRACTOR.

3.4 Documentation

All produced documents are handed over to CLIENT electronically in PDF-format. In cases that CLIENT has a valid reason to receive documents in an editable digital format as well, these will be provided by CONTRACTOR at the request of CLIENT.

All Project Documentation will be in English, with management summaries in Dutch except as explicitly stated otherwise.

Naming of documents shall be in accordance with the requirements outlined in Annex [6] – Section VII – Starting Points & Assumptions.

4 Communication

4.1 Language

All correspondence, documents, drawings, schedules, minutes of meetings and other commercial or technical data shall be in the English language.

CONTRACTOR shall secure at all sites where work is performed a 24/7 availability of fluent English speaking and reading supervisors.

4.2 Correspondence

All correspondence under the Contract shall be addressed, directed and controlled successively between CLIENT's Representative and CONTRACTOR's Representatives.

Correspondence is defined as letters, e-mails and minutes of meetings –all including potential attachments. All correspondence must be properly numbered, dated, identified with a subject and signed if in hard copy.

Oral communicated instructions or information in connection with the CONTRACT by all parties involved shall be confirmed in writing.

4.3 Communication authorities

All correspondence concerning review/approval/comment by Statutory Authority, Local Authority and or third parties shall be copied to CLIENT.

4.4 Communication in case of emergency

In case of emergency, CONTRACTOR shall communicate directly with the emergency services. The communication procedure in case of emergencies shall be clearly defined in the Emergency Response Plan as specified in Annex [6] – Section V (HSE requirements).

5 Programming

5.1 Time schedules

CONTRACTOR shall prepare project time schedules including important milestones and control the execution of the WORK. Project time schedule and planning activities and progress shall at all times provide a clear detailed status view of project development.

CONTRACTOR shall provide a weekly planning update in PDF format and in the original raw data format (MS Project). This planning update shall be part of the Weekly Progress Report. Hard copies shall be made available upon CLIENT's request.

CONTRACTOR shall coordinate and supervise all planning activities of any sub-contractors and align these with the CLIENT's overall project planning and goals.

6 Queries

6.1 CONTRACTOR's Queries

CONTRACTOR shall use the CONTRACTOR Technical Query Form for any technical query. The template form can be found in Attachment 1 to this document.

CONTRACTOR shall fill in the entire CONTRACTOR Query box, including 'document name' and 'subject', but also the correct index and revision numbers. CONTRACTOR shall under '1. CONTRACTOR's Query' describe and detail his question as much as possible. Finally, CONTRACTOR shall also add the date of the query, the author and the approver of the query.

6.1.1 CLIENT response

When CONTRACTOR has sent his query to CLIENT, CLIENT shall respond as quickly as possible. CLIENT shall fill in the complete CLIENT response box with its answer, including author and approver.

6.1.2 Further information required

In case the response of CLIENT is not clear to CONTRACTOR, or CONTRACTOR requires further explanation, another (third) page, marked 'CONTRACTOR's follow-up Query', can be added.

6.2 CLIENT Technical Queries

When CLIENT has a Technical Query, the process is very similar. CLIENT will send a 'CLIENT Technical Query Form' with all information added and a fully detailed question. CONTRACTOR shall return this within the indicated response time with a 'CONTRACTOR's Response'.

7 Variations

7.1 VARIATION Request

In the event CLIENT considers initiating a VARIATION to the Works, CONTRACTOR is requested to make a detailed proposal and return the complete VARIATION Proposal filled out by an authorized person.

CLIENT will issue a VARIATION Request according to the Template as included in Attachment 2 to this document.

7.2 VARIATION Proposal

CONTRACTOR shall issue a VARIATION Proposal in response to a corresponding Variation Request or any other reason that is specified in Clause 11 of Annex [6] – Section II(a) (Conditions of Contract).

The template to be used by CONTRACTOR for VARIATION Proposals is included in Attachment 3 of this document.

7.3 VARIATION

In the event CLIENT accepts the VARIATION Proposal, the header of the form will be changed into CONTRACT VARIATION and will be issued formally to CONTRACTOR to confirm acceptance of the VARIATION Proposal. The CLIENT has the right to confirm the acceptance of the VARIATION Proposal in other ways than sending a CONTRACT VARIATION. In all cases, an acceptance of the Variation Proposal by the CLIENT is confirmed by formal communication.

7.4 CHANGES of procedures

In the event CONTRACTOR or CLIENT want to change an agreed procedure during the execution of the WORKS the change can be requested by means of a management of change (MOC) form.

The management of change form needs to be signed by the counter party. Prior to start of the offshore campaign CONTRACTOR and CLIENT shall agree the personnel authorized to sign.

The requesting party of the MOC shall indicate onto the MOC form if it requests the counter party to sign for approval. In the event no approval is required the MOC can be issued with the request to sign for seen / received.

A management of change shall conclude as minimum

- Type of change
- Justification
- Effect of change
- Affected documents
- Costs or schedule effects
- Requested kind of approval (as seen / approved by /etc)

7.5 CHANGES or REPLACEMENTS of personnel

In the event CONTRACTOR or CLIENT want to change or replace proposed personnel for the execution of the onshore or offshore WORKS, the change or replacement can be requested by means of the personnel change or replacement form. The template

to be used by CONTRACTOR to propose changes or replacements is included in Attachment 5 of this document.

The change or replacements of personnel needs to be approved by the CLIENT, prior to the personnel being accepted to work on the project.

The PERSONNEL CHANGE or REPLACEMENT form needs to be provided at least five days prior to the personnel being allowed to work on the project. The five work days allows CLIENT appropriate time to review CONTRACTOR’s proposal.

8 Adverse Weather Determination

With reference to Annex [6] - Section III (Remuneration), three different mechanisms for the division of weather risk between the parties are defined. The mechanism to calculate WAITING ON WEATHER, shall be interpreted as follows:

8.1 Definitions

ACTUAL SURVEY TIME: Shall mean the actual aggregate of CONTRACTOR's survey activities. For the avoidance of doubt, ACTUAL SURVEY TIME shall have the meaning of actual nett cycle times excluding WAITING ON WEATHER. Survey Activities shall mean the activities required for the performance of the WORK offshore.

PLANNED SURVEY TIME: Shall mean the aggregate of the CONTRACTOR planned survey time as indicated in the SCHEDULE OF KEY DATES. For the avoidance of doubt, PLANNED SURVEY TIME shall have the meaning of planned nett cycle times excluding WAITING ON WEATHER.

OPERATIONAL CRITERIA: shall mean the Workable Weather Limits and the required Weather Window as indicated in Table 2 (WORKABLE WEATHER LIMITS for carrying out the geophysical survey) of Annex [6] – Section III (Remuneration).

ADVERSE WEATHER CONDITIONS: shall mean the weather conditions above the WORKABLE WEATHER LIMITS of CONTRACTOR's equipment as specified in Table 2 (WORKABLE WEATHER LIMITS for carrying out the geophysical survey) of Annex 6 - Section III (Remuneration).

WAITING ON WEATHER: shall mean standby or non-operational time of installation equipment and/or vessels of the CONTRACTOR due to ADVERSE WEATHER CONDITIONS or forecasted weather conditions at the WORKSITE which affect the CONTRACTOR as defined and in accordance with the principles and criteria outlined in this Annex 6 - Section VI (Quality Requirements & Administrative Instructions).

EXCEPTIONAL WEATHER DELAY: shall mean the number of WAITING ON WEATHER days exceeding the number of such days specified in Table 3 or 4 (Allowance in days for WAITING ON WEATHER during carrying out the geophysical survey) of Annex [6] - Section III (Remuneration)

WEATHER REPORT: shall mean a detailed commercial weather forecast specifically made for the WORKSITE and updated at least every 6 hours, as detailed in Annex 6 - Section II (Conditions of Contract).

WEATHER WINDOW: the weather window is the minimum good weather period (weather conditions not exceeding the maximum weather condition) that is required to execute part of the Survey Activity or the entire Survey Activity. Weather Windows for applicable subsets of survey activity shall be specified by CONTRACTOR.

WORKABLE WEATHER LIMITS: shall mean the maximum operational limits of the vessel including any equipment, as specified in Table 2 (WORKABLE WEATHER LIMITS for carrying out the geophysical survey) of Annex [6] – Section III (Remuneration).

WAITING ON WEATHER ALLOWANCE DAYS: shall mean the allowance in days to cover for the WAITING ON WEATHER encountered during the execution of the WORK as specified in Table 3 or 4 of Annex [6] - Section III (Remuneration).

WAITING ON WEATHER ALLOWANCE: shall mean the fixed allowance (Euros) priced by CONTRACTOR to cover for the WAITING ON WEATHER DAYS encountered

during the execution of the WORK. as specified in Table 3 of Annex [6] - Section III (Remuneration).

8.2 WAITING ON WEATHER General Principles

WAITING ON WEATHER shall exist if:

(i) The execution of the WORK is interrupted as a result of the actual weather conditions at the Offshore Site exceeding WORKABLE WEATHER LIMIT applicable for a vessel including equipment; or

(ii) The execution of the WORK is prevented from commencing as a result of the required specified WEATHER WINDOW for the planned activity not being available based on the forecasted weather conditions in the WEATHER REPORT predicting that at least one WORKABLE WEATHER LIMIT will be exceeded during the WEATHER WINDOW for the planned activity of a vessel including equipment.

then, subject to Section 8.3 below, the period that the WORK is interrupted in accordance with bullet (i) above and/or the period the WORK is delayed in accordance with bullet (ii) above, shall be deemed to be a period of WAITING ON WEATHER.

Consequences of WAITING ON WEATHER incurred by the CONTRACTOR in executing the WORK are handled by the CLIENT to the CONTRACTOR as follows (option will be selected by CLIENT in the AGREEMENT):

8.2.1 Option 1: Lump sum excluding weather scenario

In case Option 1: *lump sum excluding weather* as defined in Annex [6] - Section III (Remuneration) is chosen:

(a) If the CONTRACTOR can show that it has suffered WAITING ON WEATHER, then subject to Annex [6] – Section II (Conditions of Contract) Clause 11 (VARIATIONS), the CLIENT shall issue a VARIATION to adjust the KEY DATE impacted by this delay and shall issue a VARIATION to adjust the CONTRACT PRICE to take into account any such delay.

8.2.2 Option 2: Lump sum including weather scenario

In case Option 2: *lump sum including weather* as defined in Annex [6] - Section III (Remuneration) is chosen:

(a) If the CONTRACTOR can show that it has suffered EXCEPTIONAL WEATHER DELAY, then subject to Annex [6] – Section II (Conditions of Contract) - Clause 11, the CLIENT shall issue a VARIATION to adjust the KEY DATE impacted by this delay to consider any such delay. Except as otherwise provided in the CONTRACT, no adjustments to the CONTRACT PRICE shall be made in respect of any such delay.

8.2.3 Option 3: Lump sum including risk sharing mechanism scenario

In case Option 3: *Lump sum including risk sharing mechanism* as defined in Annex [6] - Section III – Remuneration is chosen:

(a) If the CONTRACTOR can show that it has EXCEPTIONAL WEATHER DELAY, then, subject to Annex [6] – Section II (Conditions of Contract) - Clause 11, the CLIENT shall issue a VARIATION to adjust the KEY DATE impacted by the delay and shall issue a VARIATION to adjust the CONTRACT PRICE to consider any such delay. Adjustment of the CONTRACT PRICE shall be determined by multiplying EXCEPTIONAL WEATHER DELAY days by 50% of the applicable

Standby Day rate as per the PRICING SCHEDULE included in Annex [6] - Section III (Remuneration).

(b) If the number of WAITING ON WEATHER days is lower than the number of such days specified in Annex [6] –Section III (Remuneration), then, subject to Annex [6] – Section II (Conditions of Contract) - Clause 11, the CLIENT shall issue a VARIATION to adjust the CONTRACT PRICE to consider the earlier completion of the WORK. Adjustment of the CONTRACT PRICE shall be determined by multiplying difference between the actual WAITING ON WEATHER days and such days specified in Annex [6] - Section III (Remuneration), by 50% of the applicable Standby Day rate as per the PRICING SCHEDULE included in Annex [6] - Section III (Remuneration).

8.3 WAITING ON WEATHER Determination

1. WAITING ON WEATHER will not apply under the following conditions:
   (a) Before commencement of the WORK.
   (b) During mobilisation (including phase in which calibration and validation of equipment occurs – see SoW Annex [6] section IV) and demobilisation activities.
   (c) During Suspension of the WORK, except when requested by the CLIENT for convenience of the CLIENT.
   (d) When CONTRACTOR's vessel and/or equipment required for the execution of the survey activity is not or not fully operational and available due to, inter alia, breakdown, calibrations, maintenance or any other reason preventing the use of the equipment.
   (e) When the full complement of CONTRACTOR's personnel required for the execution of the WORK is not available or operational.
   (f) When CONTRACTOR's vessel or auxiliary equipment is on standby because of weather conditions below the WORKABLE WEATHER LIMITS specified in Table 2 of Annex [6] - Section III (Remuneration) and the availability of a minimum time window required for executing a survey activity.
   (g) If the WORK cannot be performed or continued, for any other reason, under circumstances where the WORKABLE WEATHER LIMITS at the WORKSITE are not exceeded and the availability of a minimum time required for executing a survey activity.
   (h) After the scheduled OFFSHORE COMPLETION DATE as defined in the SCHEDULE OF KEY DATES in Annex [4] by CONTRACTOR.
2. WAITING ON WEATHER is only applicable if operational off-shore fieldwork that forms part of the WORK is interrupted or cannot start, with the result that the vessels, equipment and tools are forced to be on stand-by due to ADVERSE WEATHER CONDITIONS provided the following conditions are met:
   (a) The CONTRACTOR's daily progress report clearly states
      i. The survey activity that is planned according to the programme.
      ii. The weather conditions at the Worksite, and the available daily WEATHER REPORT for the WORKSITE, showing that the weather conditions during the minimum required WEATHER WINDOW are or will be exceeded.
      iii. The WORKABLE WEATHER LIMITS of the survey activity that is or will be exceeded, and the amount of excess.
      iv. A statement from the CONTRACTOR's REPRESENTATIVE that the survey activity is interrupted or cannot start due weather conditions in excess of the WORKABLE WEATHER LIMITS, identifying the vessels, equipment and tools that are on standby, and their actual location.

(b) OPERATIONAL CRITERIA, WORKABLE WEATHER LIMITS and WEATHER WINDOW of the activity required for performance of the WORK are specified in Annex [6] - Section III (Remuneration).
(c) WAITING ON WEATHER of part of the offshore operations will be compensated by a pro-rata VARIATION only.

3. In case more than one vessel is engaged, WAITING ON WEATHER will be determined per vessel based on the principles described above and the WORKABLE WEATHER LIMITS of the concerned vessel including equipment.
4. CONTRACTOR shall only be entitled to an extension of the KEY DATE, as referred to in 8.2.1, 8.2.2 and 8.3.3 related to the activity impacted by WAITING ON WEATHER.
5. Extension of the OFFSHORE COMPLETION date is only applicable in case the vessel experiencing WAITING ON WEATHER is on the critical path towards the OFFSHORE COMPLETION DATE.
6. WAITING ON WEATHER for a given day shall never be counted twice when determining extension of the OFFSHORE COMPLETION DATE. E.g., if two vessels are on the critical path towards offshore completion, and both qualify for WAITING ON WEATHER for a given day, then this will amount to a single day of extension.

8.4 WAITING ON WEATHER Measurements

During the performance of WORK, the wave and wind conditions shall be determined by either option:

(a) Installation of measurement devices/instruments at the WIND FARM SITE.
(b) Obtaining measurements from measurement stations that are located in the proximity of the WIND FARM SITE[1].
(c) Installation of measurement devices/instruments on the vessel executing the survey.
(d) Taking the predicted values from the WEATHER REPORT.

Before signing of the AGREEMENT, CONTRACTOR and CLIENT shall agree upon the method (option a, b, c or d) that shall be used for WAITING ON WEATHER measurements. The correctness of the determined values shall be agreed upon by all parties involved.

In case no agreement can be found on the method for WAITING ON WEATHER measurements, Option (d) shall be selected.

The predicted values from the WEATHER REPORT, issued at the time closest to the moment for which the daily report specifies that the survey activity is on standby due to ADVERSE WEATHER CONDITIONS.

Correctness of WAITING ON WEATHER time specified in the daily progress report shall be validated against Option (a, b, c).

In the weekly progress report CONTRATOR will provide a weekly update on the validated amount of time spent WAITING ON WEATHER for the previous week, and the total amount of time spend WAINTING ON WEATHER during the survey.

[1] See RPS OceansMonitor Web (rpsgroup.com). This site provides accurate real-time measurements of the WN WFZ by means of two METoean LIDAR buoys.

8.5 WAITING ON WEATHER Reporting

In order to determine if a sufficient WEATHER WINDOW, required to start a Survey Activity, exists, the weather conditions and available WEATHER WINDOWS shall be assessed on the basis of a WEATHER REPORT including all limiting Operational Criteria as expected during the next 5 days prepared by a third party experienced in such work and mutually accepted by both Parties or by alternative means as agreed between the Parties. The WEATHER REPORT shall be made available by CONTRACTOR via an internet portal to which the CONTRACTOR and CLIENT shall have unlimited access 24 hours / 7 days.

In the daily progress reports the WAITING ON WEATHER encountered shall be clearly noted and signed off, with or without comments, by CLIENT REPRESENTATIVE. The daily report shall indicate (next to the actuals of that specific day) the aggregate of the WAITING ON WEATHER encountered during the execution of the specific activity being carried out.

For sake of clarity, the signature of the CLIENT REPRESENTATIVE on the DPR does not constitute acceptance of the content of the DPR with specific regard to the classification of time. The WAITING ON WEATHER as specified and signed off (either or not with comments from the CLIENT REPRESENTATIVE) on the DPRs will be checked and approved according to the principles in this chapter by the onshore team of the CLIENT. Therefore, the final approved WAITING ON WEATHER may deviate from the values mentioned on the DPRs.

8.6 WAITING ON WEATHER Period

The periods of WAITING ON WEATHER shall be determined as accurate as possible in half hour periods for which WORK are postponed or suspended due to WAITING ON WEATHER. In case of WAITING ON WEATHER at the Offshore Site such half hour periods shall be recorded by the CONTRACTOR's Site supervisor at the installation vessel.

The CONTRACTOR's daily progress report shall clearly state the Survey activity and/or sub activities that are interrupted or cannot start due to WAITING ON WEATHER and identifies the equipment and tools that are on standby due to WAITING ON WEATHER and/or forecasted weather conditions.

8.7 WAITING ON WEATHER Allowances

For the CONTRACT, the CLIENT has provided the CONTRACTOR with environmental data (persistence tables) related to the WIND FARM ZONE(S). These may be substituted by data supplied by the CONTRACTOR. Based on these data the CONTRACTOR has included an allowance for WAITING ON WEATHER both in days and in Euros in the programme, exclusively related to the use of the CONTRACTOR's Vessel and Equipment as indicated in specified in Annex [6] - Section III – Remuneration (CONTRACT PRICE).

For sake of clarity, any change of vessel and equipment relative to that specified in CONTRACTOR's proposal (CONTRACTOR's vessel and equipment) is for the risk and account of the CONTRACTOR and will not entitle the CONTRACTOR for changes to the WAITING ON WEATHER allowances. The WAITING ON WEATHER allowance days remain as indicated in in Annex [6] Section III – Remuneration irrespective of the Actual Installation Time.

ATTACHMENT 1. TECHNICAL QUERY FORM

ATTACHMENT 2. VARIATION REQUEST FORM

ATTACHMENT 3. VARIATION ORDER PROPOSAL FORM

ATTACHMENT 4. DOCUMENT REVIEW FORM

ATTACHMENT 5. PERSONELL CHANGE OR REPLACEMENTS FORM