

1 AGREEMENT DOCUMENTS

These sales and delivery conditions ("Metallteknikk delivery conditions") apply unless otherwise agreed in writing between the Supplier and the Buyer. Any equivalent conditions from the Buyer do only apply if these are expressly accepted by the Supplier in writing.

Upon delivery, standard conditions ORGALIM S2022 shall apply in addition to these conditions. If the delivery also includes assembly or where applicable, ORGALIM SI24 shall apply in addition to these conditions. The Supplier is free to choose the current standard conditions for the delivery, including any deviations (collectively referred to as "Orgalime").

In the event of a conflict between the agreement documents, they shall apply in the following order:

1. Supplier's quote
2. Scope of work
3. Metallteknikk delivery conditions
4. Buyer's request
5. Buyer's conditions if applicable
6. Orgalime
7. Etc.

2 DURATION OF THE OFFER

The offer is valid for 21 days unless otherwise stated.

3 VARIATIONS

The Buyer's variations must have the description VO (Variation Order) or in other way expressly state a variation, to be applicable. If the Supplier has established a variations form, this shall be applied. Variations shall be handled according to Orgalime SI24, article 25 and following.

4 PAYMENT

The Supplier's quote is in NOK and excl. VAT and payment is within 30 days from the invoice date. If not otherwise stated in the offer, costs for packaging, shipping, customs and other government taxes are not included, this is priced according to material and time spent.

If the Supplier is installing something at the Buyer's place, the Buyer is responsible for and shall provide the most efficient access, including, but not limited to, preparation of construction sites, personnel transport, board and lodging as well as certification of personnel. Costs resulting from this shall be covered by the Buyer unless otherwise agreed.

Payment plan in accordance with Orgalime SI24 article 46 is applicable unless otherwise agreed.

Material, goods and tools: the Supplier has the right to index-regulate prices according to the SSB price index 03675 from the date of submission of the offer until the materials are delivered. In addition, the Supplier may adjust prices regarding currency exposed goods according to the exchange rate from the date of the quotation to the Supplier's purchase.

Personnel: the Supplier has the right to index-regulate hourly rates according to the SSB price index 11654 from the current index on the date of submission of the offer until the start of work execution.

5 DELIVERY AND TAKEOVER

Delivery and takeover shall take place at INCOTERMS EXW Supplier's manufacturing site.

Regardless of which INCOTERMS delivery conditions are agreed and who handles the shipping, the Buyer shall be responsible for all shipping costs, including packaging, customs and other government fees or requirements.

The Buyer cannot decline delivery and takeover of goods or equipment from the Supplier.

If there is a delay as a result of subcontractors' deliveries, the standard daily fine rate shall apply as described in Orgalime, based on the contract price between the Supplier and its subcontractor.

6 BUYERS OBLIGATIONS

The Buyer shall examine the delivery without undue delay after delivery/takeover.

The Buyer shall, without undue delay, after receiving the agreed documentation, give the Supplier its acceptance, or notify the Supplier of any deficiencies. If the Supplier does not receive feedback within 10 days, the Buyer is considered to have accepted the documentation. If no specific documentation has been agreed upon, the Buyer is only entitled to the documentation that is considered as the general norm for the industry.

7 LIMITATIONS OF LIABILITY, INDEMNIFICATIONS AND INSURANCE

Limitation of liability for defects/delays etc. as in Orgalime. In addition the Buyer accepts that the Supplier's overall responsibility for breach of contract, regardless of whether the contract is terminated or not, never shall exceed the smallest of 50 per cent of the Purchase order or MNOK 5.

The Buyer shall indemnify the Supplier for the Buyer's own indirect losses or direct or indirect loss of the Buyer's customers (the "Buyer Group").

The Supplier shall indemnify the Buyer for claims relating to:

- Personal injury or loss of life among the Supplier's employees
- Loss of or damage to property belonging to the Supplier

and which may arise in connection with the delivery or which is caused by the delivery in its lifespan. This shall apply without regard to liability related matters in any form from the Buyer Group's side.

The Buyer shall indemnify the Supplier for claims relating to:

- Personal injury or loss of life among the Buyer Group's employees
- Loss of or damage to property belonging to the Buyer Group

and which may arise in connection with the delivery or which is caused by the delivery in its lifespan. This shall apply without regard to liability related matters in any form from the Supplier's side.

The Buyer shall ensure that necessary insurance is taken out and maintained, including but not limited to, liability insurance, personal insurance, and other insurances that are common in the industry. On request, the Supplier shall be provided with a copy of the insurance policy with all relevant information.

8 INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights that a party owns before a binding agreement is entered into shall remain with that party. No inquiry, order or the like implies that such intellectual property rights change ownership, without this being expressly stated.

The Supplier shall own all intellectual property rights arising from the delivery or relevant work which arise out of the delivery.

Commercial and technical information, including drawings, documents and computer programs regardless of the storage method, and copies thereof, which the Supplier has made available to the Buyer, shall be the Supplier's property. The same applies to information developed by the Supplier, mainly on the basis of such information and all other information that is developed by the Supplier in connection with the Work.

Inventions that the Supplier creates during the execution of the delivery shall be the Supplier's property.

The Supplier shall grant the Buyer an irrevocable, royalty-free, non-exclusive right (licence) to use the above information and inventions to the extent that this is necessary for the purpose of the delivery.

Both parties may use general "know-how" that has arisen, provided that this is not confidential. Further conditions as in Orgalime.

9 CONFIDENTIALITY

All information that the parties exchange must be kept confidential and not be transferred to third parties without the other party's written consent, unless such information:

- is agreed to be transferred to a third party, or
- is already known to the relevant party at the time the information was received, or
- is or becomes generally known in a different way than by errors committed by the Supplier or the Buyer Group, or
- is received from third parties in a lawful manner without an obligation of confidentiality, or
- is required by public authorities as a result of applicable legislation.

However, each party may use or transfer confidential information to third parties to the extent that this is necessary for the execution of and control of the delivery as well as use of the delivery. In such cases, the parties must ensure that the third-party signs a written confidentiality agreement.

The Buyer shall not publish information in connection with the delivery without the Supplier's written approval, which shall not be refused without good reason.

10 RETENTION OF TITLE

The Supplier have a sales deposit in the delivery, for the contract price with the addition of costs, instalment charges and other expenses in connection with the delivery, until contract price and all other claims are fully paid.

11 RETURN

Return of goods shall be considered as cancellation of the contract unless otherwise agreed. The Buyer becomes liable for compensation to the Supplier. If the Supplier cannot use the product delivery, all incurred material and labor costs are to be considered a loss eligible for coverage. In addition, the Buyer shall cover a fixed fee of 10 percent of the contract price.

12 COMPLIANCE

The Buyer must act in accordance with, and ensure that everyone in the Buyer Group acts in accordance with all applicable legislation and regulations relevant to the execution of the works. This including, but not limited to, legislation relating to bribery, anti-corruption, trade, and impact legislation that may apply to the agreement and/or the parties.

Each party shall act in accordance with applicable labor standards, anti-discrimination standards and basic human rights laws and norms.

13 DISPUTES AND APPLICABLE LAW

Agreement between the parties shall be subject to and interpreted in accordance with Norwegian law.

Disputes that may arise in connection with or as a result of the delivery, and that are not resolved amicably, shall be decided by ordinary court proceedings, and the venue shall be the jurisdiction of the Supplier's domicile.