



## SERVOGEAR AS

### GENERAL SALES CONDITIONS FOR MARINE PRODUCTS AND SYSTEMS

#### 1 GENERAL PRINCIPLES

- 1.1 These General Terms and Conditions of Sale (the "**Conditions**") apply to any sale of goods, equipment, parts, products and/or software ("**Products**"), by Servogear AS, its subsidiaries, or any of their members, agents or representatives (the "**Supplier**") to the party procuring such goods (the "**Buyer**"). Each of Supplier and Buyer are referred to as a "**Party**" and together as the "**Parties**".
- 1.2 Regardless of any language to the contrary in any Buyer terms and conditions, purchase order, correspondence or any other form of acknowledgement, the Buyer is bound by these Conditions, and any other terms and conditions are expressly rejected.
- 1.3 Any variation of these Conditions shall only be valid with the signed, written consent of an authorized Supplier representative. Prior dealings, usage of trade, or a course of performance shall not modify nor be relevant to determine the meaning of these Conditions.
- 1.4 Supplier's offers are non-binding until confirmed by an order confirmation ("**Order Confirmation**") sent in response to a purchase order issued by Buyer (a "**Purchase Order**"). Buyer may not change or cancel a purchase order after it has been received by Supplier unless Supplier has agreed in writing to such change or cancellation.
- 1.5 The agreement ("**Agreement**") between Supplier and Buyer consists of the following documents:
- (a) Order Confirmation;
  - (b) the appendices indicated in the Order Confirmation (the "Specifications");
  - (c) the Conditions;
  - (d) the Purchase Order; and
  - (e) ORGALIME S 2022.
- 1.6 In case of any discrepancies between the documents, the order of precedence will be as shown above.

#### 2 PRICES

- 2.1 Unless otherwise stated in an Order Confirmation, all prices are:
- (a) subject to change without notice;
  - (b) Ex Works (Incoterms 2020), excluding packaging; and
  - (c) exclusive of sales, use, import, value added (VAT), or other taxes and duties, whether imposed currently or in the future.
- 2.2 If the Parties agree that Products will be provided or delivered in the future, such Products will be billed at the price in effect on the shipment or provision date unless otherwise agreed.
- 2.3 Unless included in the Order Confirmation or Appendices, inspection, offloading, erection, installation, start-up, commissioning, maintenance, training and other services are not included in prices.
- 2.4 All prices are exclusive of all taxes, surcharges, tariffs, levies and duties ("**Taxes**"), whether imposed currently or in the future. Taxes shall be borne by the Buyer in addition to the prices quoted or invoiced. If the Supplier is required to pay any Taxes in connection with its provision of Products, the Buyer shall reimburse Supplier those Taxes.

#### 3 TAXES

- 3.1 If any Taxes are required to be withheld from amounts paid or payable to the Supplier (i) such withholding amount will not be deducted from the amounts due the Supplier as originally priced; (ii) Buyer will pay the Taxes on behalf of the Supplier to the relevant taxing authorities in accordance with applicable law, and (iii) Buyer will forward to the Supplier within 60 days of payment proof sufficient to establish the withholding amount and the recipient.

#### 4 PAYMENT

- 4.1 Payment shall be made in the currency and by bank remittance to the account set forth in the Supplier's invoice. Supplier may send invoices electronically as PDF-attachments to e-mail. Payment shall not be deemed to have been made until funds due to Supplier have been cleared by Supplier's bank in full.
- 4.2 Unless otherwise specified in an Order Confirmation, Buyer shall pay Supplier according to the following schedule:
- (a) Payment of 20% of Product's purchase price due within five calendar days of Supplier's issuance of an Order Confirmation;



- (b) Payment of 30% of Product's purchase price due five months before the Product's expected shipment date;
  - (c) Payment of 30% of Product's purchase price due three months before the Product's expected shipment date; and
  - (d) Payment of 20% of Product's purchase price within five calendar days after Supplier's notice to Buyer that Products are ready for shipment.
- 4.3 If requested by Supplier, the Buyer must provide a bank guarantee in favor of the Supplier as a security for payment. The guarantee must be issued by a bank prior to shipment of Products and in a form acceptable to the Supplier. The costs of the guarantee shall be borne by the Buyer.
- 4.4 Payment shall be made in full without any set-off, counterclaim or deduction whether based on alleged counter-claims, breach of contract, or otherwise.
- 4.5 If the Buyer fails to pay any amount due, irrespective of cause, Supplier shall be entitled to charge interest from the day on which payment was due until payment in full, including interest, is received and cleared by Supplier's bank. The interest rate shall be the then-applicable penalty interest rate as set by the Norwegian Ministry of Finance. Buyer shall pay Supplier all costs related to the collection of overdue amounts, including reasonable attorneys' fees.
- 4.6 Without prejudice to any other remedies available to it (including the charging of interest) if Buyer fails to pay any amount due, Supplier shall be entitled to (i) suspend its performance under the Agreement or any other contract with Buyer or Buyer's affiliates until full payment including interest is received, (ii) recover all costs related the collection of overdue amounts, including attorneys' fees, (iii) repossess any Products for which payment has not been made, and/or (iv) reassess the creditworthiness of the Buyer and change any payment terms. If the delay of payment continues for more than two months, Supplier may terminate the Agreement by written notice to Buyer and claim compensation for the loss it has incurred. These remedies shall be without prejudice to any other remedies that Supplier has under contract, law, or otherwise.

## **5 DELIVERY AND PASSING OF RISK**

- 5.1 Unless otherwise stated in an Order Confirmation:
- (a) title to all Products except software, title to which remains at all times with Supplier, shall only pass to Buyer upon full payment of the relevant purchase price. Retention of title shall not affect the passing of risk as described below;
  - (b) delivery shall be Ex-Works (Incoterms 2020); and
  - (c) the Supplier will not carry out or attend any taking-over tests or acceptance tests in connection with the delivery.
- 5.2 Upon delivery, risk of loss or damage shall pass to Buyer, unless delivery has been delayed because of Buyer, in which case risk of loss or damage shall pass to Buyer upon the originally scheduled delivery date and Buyer shall be responsible for all costs and expenses resulting from the delay, including storage and insurance.
- 5.3 The passing of risk of loss or damage to Buyer pursuant to clause 5.2 shall take place irrespective of any agreed installation, start-up, or commissioning to be performed by the Supplier.
- 5.4 Supplier is permitted to ship Products in partial shipments.
- 5.5 If an Order Confirmation provides that Supplier is responsible for packing Products, Supplier shall pack, mark and label Products in accordance with its standard procedures.
- 5.6 If Buyer fails to take delivery of Products or fails to give Supplier adequate delivery instructions at the time stated for delivery, then, without prejudice to any other right or remedy available to Supplier, Supplier may:
- (a) require payment for the Products and any additional expenses or costs resulting from Buyer's failure;
  - (b) store the Products until actual delivery at the sole cost and risk of the Buyer and charge the Buyer for the reasonable costs of storage, handling and insurance;
  - (c) sell the Products at the best price readily obtainable and deduct all reasonable storage, handling, insurance, and selling expenses. If, after this deduction, the price is higher than the price in the Purchase Order for the Products, the Supplier shall account to the Buyer for the difference; if it is lower than the price in the Purchase Order for the Products, the Supplier shall charge the Buyer for the difference; or
  - (d) terminate the Agreement in whole or in part, in which case Supplier shall be entitled to compensation for the loss it suffers as a result of the Buyer's failure.
- 5.7 If Supplier's delivery of Products is delayed by Force Majeure (as defined below) or by an act or omission of, or attributable to, the Buyer, then Supplier shall be entitled to extend the time of delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery of Products.



## **6 RECEIPT AND INSPECTION**

- 6.1 Unless otherwise provided in an Order Confirmation, Buyer shall be responsible for receiving, installing, starting up and maintaining all Products. As described in clause 13.5 below, Buyer's failure to use Supplier-authorized personnel for start-up, commissioning, or maintenance of Products may lead to a loss of Warranty protection.
- 6.2 Without prejudice to the warranty provisions contained herein, Buyer shall be deemed to have accepted Products unless, within seven days following the Buyer's receipt or deemed receipt of Products or parts thereof, it has notified Supplier of rejection due to the presence of material non-conformities or defects.
- 6.3 Supplier shall, at its sole option, be permitted to repair or replace non-conforming or defective Products. Unless agreed in writing by Supplier, Buyer may not return a Product that it rejects for non-conformities or defects.
- 6.4 Without prejudice to the warranty provisions contained herein, if Buyer uses Products or any part thereof, it shall be deemed to have accepted the Products.
- 6.5 Buyer's acceptance pursuant to clause 6.2 shall take place irrespective of any agreed installation, start-up or commissioning to be performed by the Supplier.
- 6.6 Minor deficiencies which do not affect the efficiency of Products or parts thereof shall not be grounds to refuse acceptance.

## **7 THE PRODUCTS**

- 7.1 Information, samples, descriptions, and data contained in informational and marketing material about the Products are for information only and do not create any obligations or liability for Supplier.
- 7.2 Technical data, including, but not limited to, costs of operation, consumption figures, performance ratings, weights, and dimensions for the Products are approximate unless expressly confirmed in writing by Supplier.
- 7.3 Supplier reserves the right at any time to make changes in the design, form or material of the Products where either such changes are required to ensure that the Products conform with any applicable safety or other statutory requirements or where such changes do not materially affect the quality or performance of the Products. Delivery of Products conforming to such altered specifications or designs shall constitute proper performance of the Agreement by the Supplier.

## **8 INTELLECTUAL PROPERTY OWNERSHIP**

- 8.1 Supplier retains ownership of all right, title and interest in and to its patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques and other proprietary right ("**Intellectual Property**"). Nothing in these Conditions constitutes a transfer or conveyance of any right, title or interest in such Intellectual Property, including without limitation any software, including firmware, contained in those, except the limited right for use as provided and stated herein.
- 8.2 Buyer shall defend, indemnify and hold harmless Supplier against all claims, losses and damages, including reasonable attorneys' fees, arising out of any breach of contract by the Buyer, the Buyer's employees, agents, contractors or subcontractors, resulting in any reuse, modification, reproduction or publication of the Intellectual Property.

## **9 CONFIDENTIALITY**

- 9.1 Confidential Information shall mean all information of any kind or nature (whether written, oral, electronic or in any other form) which is not in the public domain, including, but not limited to, the contents and existence of the Agreement, drawings, technical documents, technical information, financial information, trade secrets, customer lists or other information that one Party may receive or obtain from the other Party from time to time as a result of entering into or performing its obligations pursuant to Agreement. Each Party undertakes to not disclose, in whole or in part, any Confidential Information unless:
- (a) required to do so by law, by any court of competent jurisdiction, or in any lawful inquiry by any governmental, official or regulatory body;
  - (b) according to applicable stock exchange rules; or
  - (c) such disclosure is to its employees, contractors, agents, or professional advisers who are bound to such Party by a duty of confidence similar to that set out in this Agreement.
- 9.2 If a Party is required under any of the circumstances referred to in (a) or (b) above to disclose any Confidential Information, the disclosing Party shall, to the extent legally permissible, use its reasonable endeavors to consult with the other Party prior to any such disclosure.

## **10 BUYER'S OBLIGATIONS**

- 10.1 If Supplier is to perform work on Buyer's site, Buyer shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Buyer shall be responsible for ensuring the safety of work conditions at its site and the safety of Supplier's personnel. Notwithstanding the foregoing, Supplier ensures that its employees



adhere to and comply with Buyer's health, safety, security and environmental policies while at Buyer's site, to the extent these policies have been made available to Supplier.

- 10.2 Buyer agrees to cooperate with Supplier in the performance of its obligations, including, without limitation, providing Supplier with timely access to data, information and personnel of Buyer, and while on Buyer's site, reasonable facilities and a safe working environment.
- 10.3 Buyer acknowledges and agrees that Supplier's performance is dependent upon the timely and effective satisfaction of Buyer's responsibilities hereunder and timely decisions and approvals of Buyer where required. In addition, Buyer acknowledges and agrees that Supplier may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by Buyer without any independent investigation or verification thereof, and that Supplier shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations. If Supplier incurs costs or is delayed due to Buyer's failure to comply with its obligations hereunder, Buyer shall issue a change order to extend the schedule and/or to provide the additional funding for any of Supplier's costs incurred
- 10.4 Buyer agrees to indemnify, defend, and hold harmless Supplier from and against any and all claims, lawsuits, demands, actions, or other proceedings brought against it by any third party due to, arising out of, or related to Buyer's failure to comply with its obligation as identified under this article.

## 11 TESTING

- 11.1 Unless otherwise stated explicitly in the Order Confirmation, Product testing shall be factory acceptance testing that tests the Products' and/or their components' outputs, speeds, consumption figures, and/or software. These tests shall be carried out at the place of manufacture before shipment and in accordance with the manufacturer's standard testing procedures.
- 11.2 If the factory acceptance tests show that the performance and/or capacity of the Products and/or components are in accordance with the Agreement, the Supplier shall be deemed to have met its obligations in respect of such Products and/or components, and the Buyer cannot after delivery or installation claim that the performance and/or capacity of the Products and/or components is not in accordance with the Agreement.
- 11.3 If any sea trial involving the Products is to take place, Buyer shall at its own cost provide all reasonable access and assistance to allow Supplier representatives to attend such trial. For the avoidance of doubt, Supplier shall have no liability whatsoever for any deviation between the performance and/or capacity of the Products and/or components at factory acceptance testing versus at sea trials.

## 12 VARIATIONS

- 12.1 The Parties may agree to variations to the Products. Such variations may include changes in the quality, nature, performance or amount of Products. Supplier is not obliged to perform the variation before the consequences (e.g. price and schedule effect) of the variation are agreed in writing between the Parties.
- 12.2 If Supplier has complied with any request, requirement or demand from the Buyer which has not been recorded in a writing but which, in the reasonable opinion of the Supplier, represents a variation, Buyer shall pay for such variation according to the Agreement's prices and rates, or in the absence of such price and rates, in accordance with the Supplier's standard prices and rates.

## 13 WARRANTY

- 13.1 The warranty period ("**Warranty Period**") for Products sold under this Agreement begins on the date of shipment and ends on the earlier of a) the date that is 12 months after sea trials and b) 18 months Supplier's notice to Buyer that Products are ready for shipment.
- 13.2 During the Warranty Period, the Supplier warrants the Products against defects in material and workmanship arising under normal use (the "**Warranty**").
- 13.3 The Warranty is exclusive and in lieu of all other express or implied warranties, conditions, representations and guarantees (except warranties of title), express or implied, including, but not limited, to implied warranties of merchantability, merchantable quality, and fitness for a particular purpose.
- 13.4 Products, or components thereof, that have been repaired or replaced shall be under Warranty until the Warranty Period applicable to the original Products expires (they, shall, however, be subject to a limitations period of no less than six months from the time of repair or replacement) and otherwise in accordance with the provisions of this clause 13.
- 13.5 Liability for defects in quality shall not attach where errors or damage were caused by the following:
- (a) natural wear and tear or external action, improper handling, improper storage, improper assembly, inadequate corrosion-proofing, the use of force, improper installation, chemical, electrical or other harmful effects;
  - (b) fitting or attachment of components from third-parties or performance of start-up, commissioning, servicing, repairs or other work on the Products by persons not authorized by the Supplier;



- (c) failure to follow the Supplier's handling, inspection, servicing or operating instructions by the Buyer or its employees;
  - (d) use of Products for purposes other than those for which they were intended;
  - (e) use of Products under extraordinary operating conditions not made known to the Supplier in writing at the time of the order;
  - (f) Buyer's failure to take immediate measures to mitigate or avoid damage;
  - (g) Buyer's refusal to allow the Supplier to remedy a defect; or
  - (h) natural disasters and/or accidents.
- 13.6 The Supplier's performance under this clause 13 is conditional upon the Buyer meeting its material contractual obligations. In particular, the Buyer must notify the Supplier in writing of apparent defects that can readily be seen on inspection within three days after delivery and in all other cases promptly on discovery, giving details of the defect.
- 13.7 In the event of any defects covered by the Warranty, the sole and exclusive obligation of Supplier shall be to repair or replace the defective Products or parts thereof, at Supplier's sole discretion. All other costs shall be borne by Buyer. These include, but are not limited to, labor, transportation and shipping costs, as well as any costs necessary to access Products or re-perform Services on Buyer's premises (for example, disassembly, cramage, electricity, scaffolding, docking, diving, towing or slippage costs).
- 13.8 Only in urgent cases of which the Supplier must be immediately informed where operational safety is at risk or in order to prevent disproportionately extensive damage and subject to the Supplier's written consent shall the Buyer be entitled to remedy the defect itself or to have it remedied by third parties. In such cases, the Supplier shall reimburse the costs incurred by the Buyer up to an amount equivalent to the costs the Supplier would have incurred had it remedied the defect itself.
- 13.9 If the Buyer makes a warranty claim and no defect is found for which the Supplier is liable, the Buyer must take back any returned parts or the returned goods without undue delay and pay the cost of shipping to and from the Supplier as well as all incidental costs including those incurred investigating the complaint. The Buyer is hereby informed that the examination of a complaint is not free of charge and that the necessary costs for the examination in cases of complaint will only be borne by the Supplier if the complaint turns out to involve liability for material defects.
- 13.10 The Buyer shall have a right to rescind the Agreement or to a reduction in the purchase price only if the Supplier's efforts to cure performance ultimately fail. Insofar as the Supplier is ready and able to cure performance within a reasonable period, the Buyer must give the Supplier sufficient time and opportunity to effect such cure as may reasonably be expected of it in specific instances in order to protect its defect liability claims. Buyer does not have a right to rescind the Agreement in the case of non-material defects.
- 13.11 If the Buyer requires that the Supplier use subcontractors, the Buyer has a warranty only within the scope of the warranty obligations of the relevant subcontractor.
- 13.12 The remedies set out in this clause 13 **Error! Reference source not found.** shall be the sole remedies open to the Buyer in event of defects.
- 14 FORCE MAJEURE**
- 14.1 Supplier shall be excused from and not be liable for any delay or non-performance if such delay or non-performance is due to any cause beyond the reasonable control of Supplier, or which Supplier could not reasonably foresee ("**Force Majeure**"). Force Majeure includes, but is not limited to, the following: pandemic, war, revolution, insurrection or hostilities (whether declared or not), acts of terrorism, severe threats of terrorism, riot, economic upheaval, civil commotion or uprising, cyberattack, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout, or other industrial disturbance whether at Supplier or one of its suppliers; sabotage, accident, cyber-attack, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority.
- 14.2 Any delay resulting from Force Majeure shall extend the date of delivery of Products. Supplier reserves the right to terminate the Agreement if, in its opinion, such circumstances threaten or cause extended delays.
- 15 INDEMNITY**
- 15.1 Supplier shall indemnify the Buyer, the Buyer's parent company and subsidiaries, the Buyer's contractors and their contractors and sub-contractors, the employees of the aforementioned corporate entities, and others whose services are used by the Buyer (the "**Buyer Group**") from and against any claim concerning a) personal injury to or loss of life of any employee of the Supplier, or b) loss of or damage to any property of the Supplier; provided, however, that such claims do not arise from the gross misconduct or willful negligence of the Buyer Group.
- 15.2 Buyer shall indemnify the Supplier, the Supplier's parent company and subsidiaries, the Supplier's sub-contractors and their contractors and sub-contractors, the employees of the aforementioned corporate entities, and others whose services are used by the Supplier (the "**Supplier Group**") from and against any claim concerning a) personal injury to or loss of life of any employee of the Buyer Group, or b) loss of or damage to any property of the Buyer Group provided, however, that such claims do not arise from the gross misconduct or willful negligence of the Supplier Group.



## **16 LIMITATION OF LIABILITY**

- 16.1 Regardless of any provision of these Conditions or the Agreement to the contrary, in no event shall Supplier, its officers, directors, affiliates or employees be liable for: loss of business, profits, revenues or anticipated savings; loss or depletion of goodwill; loss of orders, production or use; loss or corruption (or reconstruction) of data or information or reconstruction of data or information; any special, indirect, consequential or pure economic loss, cost, damage, charge or expense; or any incidental or punitive damages.
- 16.2 For the avoidance of doubt, in the case of Products used in maritime applications, in no event shall Supplier, its officers, directors, affiliates or employees be liable for cavitation damage, vessel speed, bollard pull, propulsion efficiency, or vibration.
- 16.3 The Suppliers total cumulative liability under the Agreement shall, regardless of any provision of these Conditions or the Agreement to the contrary, and regardless of whether the Agreement is terminated or not, in no event exceed 20% of the purchase price of the Products.
- 16.4 To the extent permitted by law, the provisions of this Article 16 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

## **17 EXPORT CONTROLS AND TRADE SANCTIONS**

- 17.1 Supplier's delivery of Products may be subject to export controls, sanctions or restrictions imposed by authorities, organizations or nations including, but not limited to, Supplier's country, the United Nations, the European Union, and the United States of America. Buyer acknowledges that the Products and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls, sanctions or restrictions.
- 17.2 Upon Supplier's request, Buyer shall furnish Supplier with evidence of compliance with all relevant export control laws, regulations, sanctions and restrictions.
- 17.3 Supplier shall have no liability for delays, cancellations or variations in delivery of Products resulting from export controls, sanctions or other applicable restrictive measures.
- 17.4 If any necessary or advisable export control or sanction licenses, authorizations or approvals are not obtained, whether arising due to omission, inaction, or the acts or omissions of any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control, sanctions and/or regulations prohibit Supplier from performing any obligation under this Agreement or would, in Supplier's judgment expose Supplier to liability, Supplier shall be excused from all such obligations.

## **18 INSURANCE**

- 18.1 The Supplier shall maintain insurance covering the Products against physical loss or damage until the Products are delivered to the Buyer.

## **19 ANTICIPATED NON-PERFORMANCE**

- 19.1 Notwithstanding other provisions in these Conditions regarding suspension, each Party shall be entitled to suspend the performance of its obligations where it is clear from the circumstances that the other Party is not going to perform its obligations. A Party suspending its performance shall promptly notify the other Party in writing.

## **20 SUSPENSION**

- 20.1 Buyer may suspend part or all of the performance of this Agreement or a Purchase Order on a minimum of 30 business days' written notice to Supplier ("**Notice of Suspension**"), after which the suspension shall be effective.
- 20.2 Upon receipt of a Notice of Suspension, Supplier shall (i) discontinue work on the date and to the extent specified in the notice; and (ii) make reasonable efforts to stop orders for materials and equipment and to reassign personnel.
- 20.3 Promptly after the passage of the notice period for suspension, Buyer shall pay all fees earned and expenses incurred by the Supplier prior to the date on which the suspension became effective, and shall also pay all reasonable costs directly related to Buyer's suspension (whether incurred before or after the effective date of suspension), including costs associated with personnel reassignment, travel, restocking charges, storage costs and other administrative requirements.
- 20.4 In addition to the above, in the event of a suspension, Buyer acknowledges the following:
- (a) All milestones and/or delivery dates that have been agreed to will be postponed, and such milestones and/or delivery dates will be mutually agreed to upon the lifting of the suspension;
  - (b) That if the suspension continues for more than 30 days, the Supplier's personnel assigned to the Agreement or Purchase Order may not be available and any cost necessary to attain the knowledge required to continue performance of the Agreement or Purchase Order upon lifting of the suspension shall be for the account of the Buyer;



- (c) When the suspension is lifted, Buyer shall pay costs associated with extending performance, such as, but not limited to, increased costs for Products or the extension of warranties.
- (d) Suspension shall be lifted on a date agreed by the Parties.

20.5 If Buyer breaches any of its contractual obligations, including, but not limited to, its payment obligations, Supplier may suspend the Agreement.

## **21 TERMINATION FOR CONVENIENCE**

21.1 Buyer may terminate this Agreement or a Purchase Order on a minimum of 30 business days' written notice to Supplier ("**Notice of Termination**"), after which the termination shall be effective.

21.2 Upon receipt of a Notice of Termination, Supplier shall (i) discontinue work on the date and to the extent specified in the notice; and (ii) make reasonable efforts to stop orders for materials and equipment and to reassign personnel.

21.3 Promptly after the passage of the notice period for termination, Buyer shall (i) pay all fees earned and expenses incurred by the Supplier prior to the date on which the termination became effective, (ii) pay all reasonable costs directly related to Buyer's termination (whether incurred before or after the effective date of termination), including costs associated with orders placed with sub-suppliers, personnel reassignment, travel, restocking charges, storage costs and other administrative requirements, and (iii) pay a termination fee of 50% of the remaining value of the Agreement or Purchase Order.

## **22 TERMINATION FOR DEFAULT**

22.1 Either Party may terminate this Agreement or any outstanding Purchase Order for default if the other Party has materially breached any of its obligations under the relevant Agreement or Purchase Order and has not cured the breach within 30 days of written receipt of a notice from the other Party.

22.2 Termination of a Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

## **23 ASSIGNMENT**

23.1 This Agreement shall extend to and be binding upon the Parties, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement or any Purchase Order hereunder without the other Party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Supplier shall have the right to assign this Agreement or any Purchase Order hereunder to any of its affiliates without prior written consent of Buyer.

23.2 Supplier shall have the right at any time and without the prior consent of Buyer to subcontract all or part of its obligations under a Purchase Order. Such subcontract shall not relieve Supplier from its obligations under this Agreement and relevant Purchase Order.

## **24 COMPLIANCE**

24.1 The Buyer is obliged to comply with all relevant laws and regulations within the applicable legal system(s), in particular laws on anti-corruption, export control, antitrust and competition law.

24.2 The Buyer warrants that neither it nor any of its employees offers, gives, approves or promises material or intangible benefits to other persons (in particular to public officials or persons working in comparable positions in the public sector) with the intention of offering, giving, approving or promising such benefits, or demanding, accepting or allowing such benefits from other persons (whether for his own personal benefit or for that of another person) to influence a business relationship in a prohibited manner or where there is a risk of jeopardizing the professional independence of the business partner.

24.3 Furthermore, the Buyer is obliged, neither actively nor passively, directly or indirectly, to engage in any act or omission that may lead to criminal liability, in particular for fraud, embezzlement, breaches of competition or insolvency offenses.

24.4 The Buyer shall make every effort to communicate these principles to its employees and suppliers in an appropriate manner, and to promote compliance with them in the best possible way.

## **25 ENTIRE AGREEMENT**

25.1 This Agreement, including any Purchase Order entered into pursuant hereto, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing with respect to this subject matter. This Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties. Neither the terms of any invoice or other instrument documenting a payment or transaction, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms of this Agreement.

**26 HEALTH AND SAFETY**

- 26.1 Supplier employees shall not perform work that, in their sole opinion, creates a reasonably foreseeable risk of harm. This includes working on any equipment, whether provided by Supplier, Buyer or otherwise, that in such Supplier employees' sole opinion is not in a safe condition.
- 26.2 Buyer shall inform Supplier of a) known hazards, or reasonably foreseeable hazards, that are related to Supplier's scope of work and the site where the work will be performed; b) information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Supplier personnel.

**27 WAIVER**

- 27.1 Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay in exercising any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of this Agreement or Purchase Order. No waiver by a party of a right or default under this Agreement shall be effective unless in writing.

**28 SEVERABILITY**

- 28.1 If any part of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 28.2 If the invalidity, illegality or unenforceability of any part of this Agreement deprives any Party of the economic benefit intended to be conferred by this Agreement, the Parties shall, in good-faith, develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity, illegality or unenforceability.

**29 NOTICE**

- 29.1 All notices hereunder shall be deemed given if delivered in writing personally or by courier, mail, or e-mail to Buyer or to Supplier at the address(es) set forth in a Purchase Order. Electronic transmission must be acknowledged by a process requiring human action.

**30 DISPUTES AND GOVERNING LAW**

- 30.1 The Agreement shall be governed by Norwegian law and all disputes arising in connection with the Agreement shall be finally settled by arbitration seated Bergen and pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The arbitration proceedings shall be in the English language.