

**BERTEL O. STEEN POWER SOLUTIONS
GENERAL TERMS AND CONDITIONS OF PURCHASE**

1 GENERAL PRINCIPLES

- 1.1 These General Terms and Conditions of Purchase (the "**Terms**") apply to any purchase of goods, equipment, parts, products, services, and/or software ("**Products**") by Bertel O. Steen Power Solutions AS, its subsidiaries (including, but not limited to Elektromatik Power Generation AB and Bertel O. Steen Power Solutions Denmark A/S), or any of their members, agents or representatives (the "**Buyer**") from the party selling such Products (the "**Seller**", and together with the Buyer, the "**Parties**"). The Terms are incorporated by reference into orders for the purchase of Products ("**Purchase Orders**").
- 1.2 Seller agrees to be bound by and to comply with all terms and conditions set forth in a Purchase Order (to which these Terms are incorporated by reference), including any supplements, specifications and other documents referred to in the Purchase Order. Acknowledgement of a Purchase Order, including without limitation, by beginning performance of the work called for by a Purchase Order, shall be deemed acceptance of a Purchase Order.
- 1.3 The terms of a Purchase Order take precedence over any alternative terms in any other document connected with this transaction unless such alternative terms are: (a) part of a written supply agreement, which has been negotiated between the Parties and which the Parties have expressly agreed may override the terms of the Purchase Order in the event of a conflict; and/or (b) set forth on the face of a Purchase Order to which these Terms are attached. A Purchase Order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal.
- 1.4 Any attempted acknowledgment of a Purchase Order containing terms inconsistent with or in addition to the terms of the Purchase Order is not binding unless specifically accepted by Buyer in writing.
- 1.5 Any variation of a Purchase Order shall only be valid with the signed, written consent of an authorized Buyer representative. Prior dealings, usage of trade, or a course of performance shall not modify nor be relevant to determine the meaning of these Terms or a Purchase Order.
- 1.6 In case of any discrepancies between documents, the order of precedence shall be:
- (a) Purchase Order;
 - (b) supplements, specifications and other documents referred to in the Purchase Order;
 - (c) the Terms.

2 PRICES

- 2.1 All prices are fixed and exclude subsequent claims or price increases of any kind.
- 2.2 Seller's prices include all taxes, surcharges, tariffs, levies and duties ("**Taxes**"), whether imposed currently or in the future.
- 2.3 If Seller is obligated by law to include any value added and/or similar tax in its prices, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim such tax from the appropriate government authority.

3 PAYMENT

- 3.1 Payment shall be made in the currency and by bank remittance to the account set forth in the Seller's invoice.
- 3.2 Seller's invoices shall include a description of the Products and, as applicable and in addition to other necessary invoicing information, part numbers, quantities, unit prices, and total prices.
- 3.3 Seller shall issue an invoice upon delivery of Products and Buyer shall have at least 60 days to pay this invoice.
- 3.4 Buyer is entitled to withhold the payment of any disputed invoice until resolution of such dispute.
- 3.5 Payment by Buyer shall not be deemed as an acknowledgement that the Products are in accordance with the specifications of a Purchase Order.

4 DELIVERY AND PASSING OF RISK

- 4.1 Unless otherwise specified in the Purchase Order, Seller shall deliver the Products DAP (Incoterms 2022) at Buyer's works.
- 4.2 Title to the Products shall pass to Seller upon delivery.

5 INSURANCE

- 5.1 The Seller shall maintain insurance covering the full value of the Products against physical loss or damage until the Products are delivered to the Buyer.
- 5.2 Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect.

6 REJECTION OF PRODUCTS

- 6.1 If any of the Products are found within a Reasonable Time (as defined below) after delivery to be defective or otherwise not in conformity with requirements of a Purchase Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or by a direct or indirect supplier to Seller, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense may:
- (a) require Seller to immediately repair or replace non-conforming Products with Products that conform to all requirements of the Purchase Order;
 - (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of the Purchase Order, in which event, all related costs and expenses (including, but not limited to, material, labor and handling costs, and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account;
 - (c) withhold total or partial payment;
 - (d) reject and return all or any portion of such Products; and/or
 - (e) terminate the Purchase Order without liability.
- 6.2 For the purposes of this Article 6, "**Reasonable Time**" means any period necessary for Buyer to be reasonably able to detect that the Products are defective or non-conforming, taking into account the nature of the Products and the usual custom adopted for inspecting such Products or, if longer, within 120 days of delivery or until usage of such Products. Without prejudice to any of Buyer's rights, Seller acknowledges that it is aware that it is not usual practice for Buyer to inspect Products on delivery as Buyer relies on the Seller's quality assurance procedures and Buyer shall not be under any obligation to carry out such an inspection.

7 CHANGES

- 7.1 Buyer may, by providing written notice to Seller, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Products. If any change causes an increase or decrease in the cost of, or the time required for, delivery of the Products, an equitable adjustment will be made to the price, delivery dates, or both, and the Purchase Order will be amended accordingly.
- 7.2 Any Seller claim for adjustment under this article may, at Buyer's option, be deemed to be waived unless asserted by written notice and received by Buyer within 30 calendar days from the date Seller received the Buyer-directed change. Notwithstanding any disagreement between the Parties regarding the impact of a change, Seller will proceed diligently with its performance under the Purchase Order pending resolution of the disagreement.

8 QUALITY

- 8.1 The Seller shall comply with all applicable quality standards. Seller shall also advise Buyer about any special, not generally known handling and disposal requirements.
- 8.2 For each delivered Product, Seller shall provide a manufacturer's certificate or certificate of conformity (CE) within the meaning of the applicable Directives of the European Union or other statutory provisions.

9 DRAWINGS

- 9.1 Any review or approval of drawings by Buyer will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of a Purchase Order.

10 TESTING

- 10.1 Upon reasonable notice to Seller, Buyer may inspect and test all Products (including without limitation raw materials, components, intermediate assemblies, works in progress, tools and end products). If any inspection, test, or similar oversight activity is made on Seller's or its suppliers' premises, Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of Buyer's personnel while they are present on such premises.
- 10.2 Buyer's failure to carry out inspection or testing, or to detect defects by inspection or testing, shall neither relieve Seller from responsibility for Products that are not in accordance with a Purchase Order nor impose liabilities on Buyer.
- 10.3 When requested by Buyer, Seller shall promptly submit real time production and process measurement and control data in the form and manner requested by Buyer.
- 10.4 Seller shall provide and maintain an inspection, testing and process control system ("**Seller's Quality System**") covering the Products that is acceptable to Buyer and its customer and complies with Buyer's quality policy and/or other applicable quality requirements. Acceptance of Seller's Quality System by Buyer shall not alter the obligations and liabilities of Seller.
- 10.5 If Seller's Quality System fails to comply with Buyer's quality policy and/or other applicable quality requirements, Buyer may require additional quality assurance measures at Seller's expense. Such measures may include, but are not limited to, Buyer requiring Seller to install a Buyer-approved third party quality auditor(s)/inspector(s) at Seller's facility(ies) to address the deficiencies in Seller's Quality System.
- 10.6 Seller shall keep complete records relating to Seller's Quality System and shall make such records available to Buyer and its customer for: (a) three years after delivery of the Products or (b) such period as required by applicable law, whichever period is the longest.

11 WARRANTY

- 11.1 Seller warrants that all Products, whether provided by Seller or a direct or indirect supplier of Seller, will be:
- (a) free of any claims of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 30 days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under a Purchase Order or an act or omission of Buyer);
 - (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer;
 - (c) free from all defects in design, workmanship and material;
 - (d) fit for the particular purpose for which they are intended; and
 - (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer.
- 11.2 Seller further warrants that all services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Seller's industry. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies by acknowledgment or otherwise shall be null, void and ineffective.
- 11.3 The foregoing warranties (the "**Warranties**") shall apply for 24 months from the delivery of the Products (the "**Warranty Period**"). The Warranties shall apply to Buyer, its successors, assigns, and the users of the Products referred to in a Purchase Order.
- 11.4 If any of the Products are found to be defective or otherwise not in conformity with the Warranties during the Warranty Period, then, Buyer, in addition to any other rights, remedies and choices it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense may:
- (a) require Seller to inspect, remove, reinstall, ship and repair or replace/re-perform nonconforming Products with Products that conform to all requirements of the Purchase Order;

(b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of the Purchase Order, in which event all related costs and expenses (including, but not limited to, material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account; and/or

(c) reject and return all or any portion of such Products.

11.5 Any repaired or replaced Product, or part thereof, shall carry Warranties on the same terms as set forth above, with the warranty period for the repaired or replaced Product being 24 months from its date of delivery.

12 INDEMNITY

12.1 Seller (the "**Indemnifying Party**") will, at its expense, indemnify, defend, and hold harmless the Buyer and its owners, subsidiaries, affiliates, officers, directors, employees, principals, agents, successors, assigns, and customers (collectively "**Indemnitees**") from and against any and all loss, cost, expense, damage, claim, demand, or liability, including without limitation reasonable attorney and professional fees and costs, settlements, compromises, judgments, or verdicts, incurred by or demanded of an Indemnitee and arising out of, resulting from, or occurring in connection with the Seller's negligence, willful misconduct, breach of the terms of a Purchase Order, or delivery of nonconforming Products, irrespective as to when such condition may arise or be discovered (an "**Indemnified Event**"). Indemnified Events include, without limitation, claims brought by Buyer's customers, third-party claims, and inter-party claims. In no event will Seller enter into any settlement concerning an Indemnified Event without Buyer's prior written consent.

13 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 For Products provided under a Purchase Order, Seller will, at its expense, indemnify, defend, and hold harmless the Indemnitees from and against any and all loss, cost, expense, damage, claim, demand, or liability, including without limitation reasonable attorney and professional fees and costs, settlements, compromises, judgments, or verdicts, incurred by or demanded from an Indemnitee arising out of, resulting from, or occurring in connection with any alleged:

(a) patent, copyright, or trademark infringement;

(b) unlawful disclosure, use, or misappropriation of a trade secret; or

(c) violation of any other third-party intellectual property right, arising out of the use, sale, importation, distribution, reproduction, or licensing of any Products, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if Seller does not undertake the defense thereof.

13.2 Buyer shall notify Seller promptly of any such suit, claim or proceeding and give Seller authority and information and assistance (at Seller's expense) for the defense of same. Seller shall have the right to conduct the defense of any such claim or action and, consistent with Indemnitees' rights hereunder, all negotiations for its settlement. Seller will not enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld. Indemnitees may participate in defense or negotiations to protect their interests. If use of any Products is enjoined, Seller shall, at Buyer's option and Seller's expense, either:

(d) procure for Indemnitees the right to continue using such Products;

(e) replace the same with a non-infringing equivalent; or

(f) remove the Products and/or halt use of such Products under the Purchase Order and refund the purchase price to Buyer.

14 LIQUIDATED DAMAGES

14.1 Time is of the essence for delivery of the Products. If Seller delivers the Products later than scheduled, Buyer is entitled to liquidated damages from the agreed delivery date. The liquidated damages will be two percent of the total Purchase Order value for each commenced week of delay, with the maximum amount of liquidated damages not to exceed 15% of the total Purchase Order value.

14.2 The liquidated damages shall fall due for payment immediately upon Buyer's written demand. Partial deliveries shall not exempt the Seller from liability pursuant to this Article 14.

14.3 The Parties agree that the liquidated damages are an exclusive remedy for the damages resulting from the delay period only; are a reasonable pre-estimate of such damages Buyer will suffer as a result of delay based on circumstances existing at the time the Purchase Order was entered into; and are to be assessed as liquidated damages and not as a penalty. Buyer's resort to liquidated damages for the delay period does not preclude Buyer's right to other remedies, damages and choices under a Purchase Order other than for damages resulting from the delay period, including, but not limited to Buyer's right to terminate a Purchase Order for non-delivery.

14.4 If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of a Purchase Order, Seller shall promptly notify Buyer in writing.

15 SUSPENSION

15.1 Buyer may at any time instruct Seller to suspend a Purchase Order by giving notice to the Seller. In such case, the Seller shall:

- (a) discontinue performance of the Purchase Order to the extent specified in the suspension notice;
- (b) place no further orders or subcontracts with respect to the suspended Products; and
- (c) take all other reasonable steps to minimize costs associated with the suspension.

15.2 Except where Buyer has suspended the supply of Products due to the Seller's breach and/or force majeure, if and to the extent that the suspension exceeds 30 days, Buyer shall reimburse the Seller for the direct costs (excluding any profit) attributable to the suspension which are incurred during the suspension period, provided that the same are reasonable and properly documented in writing by the Seller. The Seller shall be entitled to no other payment or compensation during the period of the suspension or because of the suspension.

16 TERMINATION

16.1 Termination for convenience

16.1.1 Buyer may terminate a Purchase Order at any time by written notice to Seller. Upon termination (other than due to Seller's insolvency or default), Buyer and Seller shall negotiate reasonable termination costs consistent with costs identified by Seller within 30 days of Buyer's termination notice to Seller.

16.2 Termination for default

16.2.1 Buyer, without liability, may by written notice of default, terminate a Purchase Order if Seller:

- (a) fails to perform within the time specified or in any written extension granted by Buyer;
- (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of the Purchase Order in accordance with its terms; or
- (c) fails to comply with any of the terms of the Purchase Order.

16.2.2 Such termination shall become effective if Seller does not cure such failure within 10 days of receiving notice of default. Upon termination, Buyer may procure at Seller's expense and upon terms it deems appropriate, goods or services similar to those so terminated. Seller shall be liable to Buyer for any excess costs for such similar goods or services.

16.2.3 As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to waive deficiencies in Seller's performance, making Seller liable for any costs, expenses or damages arising from any failure of Seller's performance.

16.2.4 Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by law or equity or under a Purchase Order.

16.3 Termination for insolvency

16.3.1 If Seller ceases to conduct its operations in the normal course of business; fails to meet its obligations as they mature; or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made, or an excused delay (or the aggregate time of multiple excused delays) lasts more than 60 days, Buyer may immediately terminate a Purchase Order without liability, except for goods or services completed, delivered and accepted within a reasonable period after termination (which will be paid for at the price specified under the Purchase Order).

16.4 Obligations on termination

16.4.1 After receipt of a notice of termination of a Purchase Order for any reason, Seller shall comply with any Buyer instructions to:

- (a) stop work;

- (b) place no further subcontracts or purchase orders for materials, services or facilities hereunder; and
- (c) terminate all subcontracts to the extent they relate to work terminated.

16.4.2 Promptly after termination of a Purchase Order and unless otherwise directed by Buyer, Seller shall deliver to Buyer all completed work, work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work.

17 FORCE MAJEURE

17.1 Each Party 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 the Party and which the Party 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, civil commotion or uprising, cyberattack, flood, earthquake, tempest, hurricane, lightning or other natural disaster, fire or explosion, strike or lockout, sabotage, embargo, wrecks, and orders or actions of government authorities.

17.2 Any delay resulting from Force Majeure shall extend the date of delivery of Products. Notwithstanding the foregoing, if an event of Force Majeure lasts 60 days or longer, Buyer may terminate a Purchase Order without liability.

18 COMPLIANCE AND PROPER BUSINESS PRACTICES

18.1 Seller shall comply with all applicable national, international, and regional laws, regulations, and ordinances, in particular laws on the environment, health and safety, anti-corruption, export control, sanctions, and competition.

18.2 Seller shall take all appropriate actions necessary to protect health, safety and the environment, including, without limitation, in the workplace and during transport and shall maintain an effective program to ensure any suppliers it uses to perform the work related to a Purchase Order also take such actions.

18.3 Seller shall act in a manner consistent with any Buyer compliance procedures provided to Seller as well as all laws concerning improper or illegal payments and gifts or gratuities. Seller furthermore agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with a Purchase Order.

18.4 In the execution of its obligations under a Purchase Order, Seller shall take the necessary precautions to prevent any injury to persons or to property.

19 IMPORT, EXPORT AND COMPLIANCE WITH TRADE CONTROLS

19.1 Seller assumes all responsibility and liability for any shipments that require any government import or export clearance. Seller shall comply with all export laws and regulations of all countries involved in transactions with the Buyer.

19.2 Seller shall not source any item or technical data from—or distribute, disclose, release, or transfer any item or technical data to—any state, entity or person that is subject to export controls, sanctions or restrictions imposed by authorities, organizations or nations including, but not limited to, Seller's country, the United Nations, the European Union, and the United States of America.

19.3 Seller agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Seller shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Products, including, without limitation, certificates of origin.

20 CONFIDENTIALITY

20.1 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 a Purchase Order, 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 a Purchase Order. 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 herein.

20.2 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.

21 ASSIGNMENT

21.1 Any assignment or attempt to assign or subcontract Seller's obligations under a Purchase Order without the advance written consent of Buyer shall be null and void and shall give Buyer the right to terminate the Purchase Order for default.

22 WAIVER

22.1 Failure by either Party to insist upon strict performance of any of the terms of a Purchase Order or failure or delay in exercising any rights or remedies provided under a Purchase Order 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 the Purchase Order. No waiver by a party of a right or default under a Purchase Order shall be effective unless in writing.

23 SEVERABILITY

23.1 If any part of a Purchase Order is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of the Purchase Order, but the Purchase Order shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

23.2 If the invalidity, illegality or unenforceability of any part of a Purchase Order deprives any Party of the economic benefit intended to be conferred by the Purchase Order, the Parties shall, in good-faith, develop a structure the economic effect of which is as close as possible to the economic effect of the Purchase Order without regard to such invalidity, illegality or unenforceability.

24 DISPUTES AND GOVERNING LAW

24.1 Purchase Orders shall be governed by and construed in accordance with the laws of Norway, without regard to any conflict of laws rules thereof that would require the application of the laws of any other jurisdiction. All claims, controversies or disputes arising out of or in connection with a Purchase Order that are not resolved by the Parties shall be referred to Hordaland District Court of Norway.