

General Conditions Of Sale

Anda-Olsen AS



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1. GENERAL PROVISIONS

1.1

The following definitions shall apply for the General Conditions of Sales:

Appendix

Shall have the meaning as set out in Clause 3 in these General Conditions of Sales and in the Special Terms of the Contract.

Buyer

Shall mean the entity identified as the Buyer of the Product

Buyers Group

Shall have the meaning as set out in Clause 9.2 in the General Conditions of Sales.

Buyers Technical Documentation

Shall mean binding technical documentation to be provided by the Buyer to the Supplier as set out in "Submission Schedule for Technical Documentation", appendix 2 to the Contract and in Clause 3.2 in these General Condition of Sales.

Capacities

Shall have the meaning as set out in Clause 3.7 in these General Conditions of sales.

Commissioning

Shall have the meaning as set out in Clause 4 in these General Conditions of Sales and in the Special Terms of the contract.

Contract

Shall mean the Special Terms of the Contract and these General Conditions of Sales, as well as any other appendixes and agreed amendments or variations to said documents.

Contract Price

Shall mean the Original Contract Price as set out in the Special Terms of the Contract, plus any increase or minus any decrease due to adjustments under the contract.

Credit Standard

Shall mean the rating the Buyer gets after the Supplier has carried out credit control to consider the overall creditworthiness of the Buyer.

Deliverables

Shall mean all goods, services, works, documents, certificates and packaging, as appropriate, to be delivered by the Supplier pursuant to this Contract, including Product and Commissioning.

Delivery Date

Shall mean the date(s) which Delivery shall take place by handing over the Product to the Buyer as per the agreed delivery term (Incoterms®).

Design Freeze

Shall mean the point in the Suppliers engineering process where the Suppliers Technical Documentation no longer can be changed unless confirmed by the Supplier as set out in the Clause 3.5 in these General Condition of Sales and in "Submission Schedule for Technical Documentation", Appendix 2 to the Contract.

End User

Shall mean the owner or the operator of the product/property in which the Product shall be installed or commissioned.

First class international bank

Shall mean an international bank that has a minimum long-term rating by internationally recognized rating agencies of "A" or above.

Installation Assistance

Shall have the meaning as set out in Clause 4 in these General Conditions of Sales and in the Special Terms of the Contract.

Original Contract Price

Shall mean the price as set out in the Special Terms of the Contract.

Permissible Delay

Shall mean any circumstances causing a delay in Delivery of the Product, which according to the Contract permits postponement of Delivery Date.

Place of Delivery

Shall mean the place of delivery as per the agreed term(s) (Incoterms®) as set out in the Special Terms of the Contract.

Product

Shall mean the Product(s) included in the Suppliers Scope of Supply as described in Suppliers Technical Specifications, Appendix to the Contract, and as set out in the Special Terms of the Contract.

Suppliers Group

Shall have the meaning as set out in Clause 9.1 in these General Conditions of Sales.

Suppliers Technical Documentation

Shall mean the documentation agreed to be provided by the Supplier as set out in "Submission Schedule for Technical Documentation", Appendix to the Contract, and in Clause 3.1 in these General Conditions of Sales.

Variations / Variation Order

Shall have the meaning as set out in Clause 5 in these General Conditions of Sales.

1.2

When the Product is a standard product the provisions of the agreement are supplemented by Orgalime STP 18 "General conditions for the Supply of Standard Products".

When the Product is a tailor-made product the provisions of the agreement are supplemented by Orgalime S 2022 "General Conditions for the Supply of Mechanical, Electrical and Associated Electronic Products".

When the Supplier shall perform Commissioning and/or Installation Assistance the agreement is also supplemented by Orgalime S 2022 S "Supervision of Installation of Mechanical, Electrical and Electronic Products Delivered under Orgalime S 2022".

When the scope of the contract/delivery is service and maintenance Anda-Olsen's Terms & Conditions of Service Delivery will apply instead of these General conditions of Sales.
Terms & Conditions of Service Delivery

When the scope of the contract/delivery is repair service Orgalime R 17 will apply.

1.3

In the event of any conflict between the provisions of this Contract, the various contract documents shall be given priority in the following order:

- a) The Special Terms of the Contract
- b) These General Conditions of Sales
- c) Orgalime S 2022, "General Conditions for the Supply of Mechanical, Electrical and Associated Electronic Products" / Orgalime STP 18 "General conditions for the Supply of Standard products"
- d) Orgalime S 2022S, "Supplementary Conditions for the Supervision of Installation of Mechanical, Electrical and Electronic Products delivered under the Orgalime S 2012". If Suppliers Deliverables include Commissioning,
- e) Submission Schedule for Technical Documentation
- f) All other Appendixes to the Contract listed in the Special Terms of the Contract.

1.4

Supplier is not bound by any terms or conditions submitted or otherwise communicated by Buyer prior to, on or after formation of the Contract unless Supplier expressly has accepted such terms and conditions in writing. For clarity, the parties agree that preparatory work by Supplier, payment by or the receipt by the Buyer of any Product shall not be deemed as acceptance of such terms and conditions.

1.5

The terms and conditions contained in the Contract constitute the entire agreement between the parties and shall supersede all prior agreements, understandings, and commitments, whether oral or in writing, between the parties concerning Deliverables, and shall in any event supersede any terms and conditions contained in the Buyers documents.

1.6

Notices, claims, etc. which the Contract requires to be presented in writing, shall be sent by letter or e-mail to the other party's appointed representatives as set out in the Special Terms of the Contract without undue delay.

2. THE PRODUCT

2.1

The Supplier shall perform the work in accordance with the Contract and its appendixes and enclosures.

2.2

The Product to be supplied by the Supplier shall:

- a) Confirm as to quantity, quality and description with the particulars stated in this Contract and with all statutory requirements mandatorily applicable to the Product in Norway at the time of entering this Contract.
- b) Be of materials in accordance with the Specifications or meeting the same requirements of quality.

2.3

The Buyer is responsible to ensure that the Product is installed in accordance with the prevailing recommendations, hereby enough space for ventilation, service, and repair in and around the unit where the Product is to be installed.

3. SUPPLIERS AND BUYERS' TECHNICAL INFORMATION

3.1

The documentation to be provided by the Supplier to the Buyer (the "Supplier Technical Documentation") shall be as set out in "Submission Schedule for Technical Documentation", Appendix to the Contract.

3.2

The documentation to be provided by the Buyer to the Supplier (the "Buyers Technical Documentation") shall be as set out in "Submission Schedule for Technical Documentation", Appendix to the Contract.

3.3

The Buyers Technical Documentation is documentation required for the Suppliers engineering and design of the Product, such as but not limited to electrical requirements, back-up time, IP protection degree, Class requirements if applicable.

3.4

The Buyers Technical Documentation required for the specific project, if any, will be confirmed by the Supplier in due time.

3.5

The Supplier Technical Documentation and the Buyers Technical Documentation shall be submitted within the timeframes as set out in "Submission Schedule for Technical Documentation", Appendix to the Contract.

3.6

The Suppliers Technical Documentation is delivered as electronic documentation in PDF format in English language, and in hard copies if required by applicable regulations from governmental bodies. Additional documentation and manuals in hard copy and/or in any other language than English will be charged in addition to the Original Contract Price.

3.7

Capacities described in the Suppliers Technical Specifications or Suppliers Technical Documentation, if any, shall be based on theoretical calculations listed for each item or part of the Product on a stand-alone basis, and testing for verification purposes shall be carried out in accordance with the Suppliers normal test procedures and test program. The Parties acknowledge and agree that deviations may occur between theoretical capacities and actual and operational capacities.

3.8

When the Supplier has delivered the Supplier Technical Documentation, the Buyer shall as soon as possible, and no later than two weeks, review the Supplier Technical Documentation and set forth requirements for revision. The Buyer is entitled to one revision of the Supplier Technical Documentation. Any revision of the Suppliers Technical Documentation beyond the one revision will be charged in addition at the Suppliers hourly rate.

4. INSTALLATION ASSISTANCE, COMMISSIONING AND ASSISTANCE

4.1

If the Supplier shall perform Commissioning and/or Installation Assistance, the terms of Orgalime S 2022 S shall apply, with the following amendments:

- a) The term "Purchaser" in Orgalime S 2022 S shall read "Buyer".
- b) The term "Supervise" shall be amended to read "Installation Assistance".

4.2

The price set forth in the Special Terms of the Contact is calculated based on the estimated man-days. Any additional work beyond the estimated man-days will be invoiced as an extra cost.

The Buyer is not entitled to a price adjustment if Anda-Olsen manage to perform the work faster than the estimated man-days.

One man-day equals a 24-hour day with a maximum of

- 12 hours of working time for offshore installation assistance and/or commissioning.
- 10 hours of working time for shipping installation assistance and/or commissioning
- 8 hours of working time for land-based installation assistance and/or commissioning

Travel time between work site and lodging, as well as writing of reports and all forms of meetings related to the assignment is included in the estimated man-days.

Service engineers are, within the regulation in the Working Environment Act, available 7 days a week when on assignment and will be charged whether they are deployed or not. If Anda-Olsen have more than one man present, each one of them counts for as One man-day.

Every commenced day shall be calculated as a full day even if the actual working hours are less than 12 hours unless interruption of the work is due to the Supplier or someone which the Supplier is responsible.

4.3

Prior to arrival of the Supplier's personnel, the Product shall be installed, assembled, and connected correctly by the Buyer in accordance with the instructions and recommendations included in the Suppliers Technical Documentation.

4.4

If the number of Man-days and/or trips exceed the number of days and trips set out in the Special Terms of the Contract, such extra days and/or trips will be charged in addition to the Original Contract Price at the rate set out therein.

4.5

If Installation Assistance or Commissioning is delayed due to the Buyer, or a third party for whom the Supplier is not responsible, the Buyer shall compensate the Supplier for any waiting time, either as a fixed amount or an hourly rate, as agreed in the specific terms of the Contract.

If a planned service assignment, installation assistance, or commissioning is cancelled after travel has been confirmed and flight/hotel bookings made, the Buyer shall cover any actual costs incurred.

For cancellations made later than 3 working days before the planned start date for domestic assignments, or 5 working days before the start date for international assignments, a cancellation fee of NOK 1,500 per planned day, including travel and accommodation days, will be invoiced.

This fee covers administrative costs, planning time, and lost revenue resulting from the cancellation.

4.6

If the Supplier is required to extend the attendance at the work site solely due to faulty delivery, or incomplete delivery, by the Supplier, extra travels, working days, accommodation, and board etc. will be at the cost of the Supplier.

5. VARIATIONS

5.1

If any variation is agreed between the parties, it is mutually understood that prior to implementation of such variation(s), all amendments or deviations from the Contract shall be agreed upon in writing, inclusive of adjustment of the Contract Price, delivery times, and any other and any other terms being affected by the variation.

5.2

If the Tolerance Criteria is set out in the Suppliers Technical Documentation is not met by the Buyer, the Supplier will be entitled to issue Variation Order for any increase, decrease in the quantity, character, quality, kind or execution of the Deliverables or any part thereof, as well as changes in the Delivery Date, and the Suppliers liability for

defects of the Product under Clause 8 in these General Conditions of Sales and under Clause 24 to 38 of Orgalime S 2022 is excluded for any defects caused.

5.3

The Supplier is entitled to make minor modifications or changes to the design of the Product up until the point of the Delivery.

5.4

The Supplier reserves its rights to issue a Variation Order (both in respect of price and delivery time) to the Buyer if changes to the design is initiated by the Buyer after Design Freeze (as agreed in the contract).

6. PAYMENT AND INVOICING

6.1

The Contract Price shall be payable as set out in the Special Terms of the Contract.

6.2

Unless otherwise agreed, the price is to be given in the Currency stated in the Special Terms of the Contract, excluding VAT.

The price is based on Anda-Olsen's cost price and the custom duty rates that applies at the conclusion of contract. If Anda Olsen's cost price, custom duty rates or the currency changes with more than 1,5 % between conclusion of contract and time of delivery Anda Olsen is entitled to adjust the price equivalent.

6.3

Failure by the Buyer to pay on time any part of the Contract Price shall entitle the Supplier to charge interest at a rate equal to the prevailing late payment interest in Norway.

6.4

In case of late payment or in the case the Buyer fails to give an agreed security by the stipulated date, the Supplier may, after having notified the Buyer in writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Buyer provides the agreed security.

6.5

If the Buyer's Credit Standing deteriorates from signing of the Contract to the Delivery Date, the Supplier may, after having notified the Buyer in writing, demand advanced payment and suspend his performance of the Contract until he receives advanced payment or, where appropriate, until the Buyer provides the agreed security.

6.6

If the Buyer has not paid the amount due within 45 days from due date, the Supplier shall be entitled to terminate the Contract by notice in writing to the Buyer and, in addition to the interest and compensation for recovery costs according to this Clause, to claim for compensation for the loss he incurs.

6.7

Any taxes or dues levied on the invoice and payable by the Supplier or its staff in the country where Commissioning and/or Installation is performed shall be charged separately to the Buyer. The Buyer shall bear and pay all taxes and duties imposed on itself, and any taxes and duties incurred for import of the Product.

6.8

If required by the Supplier at any time, the Buyer shall be obliged to procure an on demand bank guarantee, acceptable to and in favour of the Supplier and securing Buyer's compliance with payment of the last instalment of the Contract Price set out above, and to be issued by a Norwegian bank or a first-class international bank for the Buyers cost.

6.8

The Supplier shall prepare and submit any commercial invoice to the Buyer at the address set out in the Special Terms of the Contract. All invoices shall be issued in compliance with the prevailing invoicing requirements under Norwegian law and regulation, as amended from time to time.

6.9

The basis of calculations of VAT and the relevant VAT-amount shall be stated in NOK, and the name and address of the Suppliers VAT representative in Norway must be clearly stated in the relevant invoice, if applicable.

6.10

All payments in favour of the Supplier shall be made exclusively to the bank account(s) mentioned above. Payment to any other bank account or receiver shall under no

circumstance take place unless explicitly instructed by the Supplier or agreed in writing and signed by both Parties on every occasion. If the Buyer should make payment to any other account or receiver, and the Supplier is not the receiver of the funds, the Supplier reserves the right to consider the payment from the Buyer as not taken place.

7. INSURANCE

7.1

The Supplier shall provide and maintain insurance covering the Product against physical loss or damage until the Product is delivered to the Buyer and covering the Supplier's product and third-party liability. Upon Suppliers request the Buyer shall provide to the Supplier satisfactory evidence of the Buyer's insurance coverage of its liabilities under the Contract, in particular third-party liability.

7.2

The Buyer shall instruct its insurers to waive any right of recourse or subrogation against the Supplier and the Buyer shall indemnify and hold harmless of any such claims from the insurers.

8. LIABILITY FOR DEFECTS

8.1

Orgalime STP 18, Orgalime S 2022 and Orgalime S 2022 S regulates the supplier's liability for defects.

8.2

The Supplier shall not be liable for defects arising out of the installation of the Product if the Buyer fails to ensure that there is enough space for ventilation, service, and repair in and around the unit where the Product is to be installed.

8.3

The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

8.4

When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 8.3 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

8.5

The Buyer shall without undue delay notify the Supplier in Writing of any defect which appears. Such notice shall under no circumstances be given later than

- 8 days after receiving the Product if the defect was visible for the buyer.
- two weeks after the expiry of the period of which the given in Clause 8.3 or the extended period(s) under Clause 8.3, where applicable.

The notice shall contain a description of the defect.

If the Purchaser fails to notify the Supplier in writing of a defect within the time limits set forth in the first paragraph of this Clause, he shall lose his right to have the defect remedied.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier in Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Supplier.

9. INDEMNITY

In addition to Orgalime STP 18, Orgalime S 2022 and Orgalime S 2022 S the parties have agreed the following

9.1

The Buyer shall indemnify and hold harmless the Supplier and its holding companies, its subsidiaries, affiliates and related companies, contractors, and subcontractors.

(the "**Suppliers Group**"), from and against any claim, liability, costs, or expense howsoever arising in respect of:

- a) Injury to death of any member of the Buyers Group.
- b) Loss of, or damage to the property of any member of the Buyers Group.
- c) Loss of, or damage to the Product after the Product is delivered to the Buyer.

In each case, regardless of whether contributed by the negligence in any form of any member of the Suppliers Group.

9.2

The Supplier shall indemnify and hold harmless the Buyer and its holding companies, its subsidiaries, affiliates and related companies, contractors, and subcontractors (the "**Buyers Group**"), from and against any claim, liability, cost, or expense howsoever arising in respect of:

- a) Injury to, or death to any member of the Suppliers Group.
- b) Loss of, or damage to the property of any member of the Suppliers Group.
- c) Loss of, or damage to the Product up until delivery from Product to Buyer.

In each case, regardless of whether contributed by the negligence in any form of any member of the Buyer's Group.

9.3

The Buyer shall indemnify and hold harmless the Suppliers Group from and against any claims for injury to or death of or loss of or damage to the property of any third party (being any person not a member of the Buyer's Group or the Supplier's Group) to the extent caused by the Product after delivery of the Product to the Buyer and subsequently Buyer's end Customer, whether caused by negligence of any member of the Buyer's Group or any member of the Supplier's Group respectively.

9.4

If the Supplier incurs liability towards any third party for such damage as described in the preceding paragraphs, the Buyer shall indemnify, defend, and hold the Supplier harmless.

9.5

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other in writing.

9.6

The Supplier and the Buyer shall be mutually obliged to let themselves be summoned to the arbitral tribunal examining claims for damages lodged against one of them based on damage allegedly caused by the product. The liability between Supplier and Buyer shall, however, be settled in accordance with Clause 13.

10. CANCELLATION

10.1

The Buyer may by notice to the Supplier cancel the Contract, or parts thereof, with the consequence that the performance of the Deliverables, or the relevant part of the Deliverables, ceases:

10.2 Following such cancellation, the Buyer shall pay:

- a) The unpaid balance due to the Supplier for the part of the Deliverables already performed.
- b) All costs incurred by the Supplier and its subcontractors in connection with materials ordered prior to receipt of the notice of cancellation by Contractor, and compensation for work performed on such materials prior to the said date, provided that such costs are not covered by payment under this Clause.
- c) The Suppliers costs related to copying of documents and preparation of an "as-built" status in accordance with Contract.
- d) All necessary cancellation charges and administration costs incurred by the Supplier in connection with the cancellation.
- e) The Suppliers and subcontractor's other expenses directly attributable to an orderly close-out of the Contract.

10.3

In addition to the amounts stated in Clause 10.2, the Buyer shall pay within 30 days after receipt of an invoice, a cancellation fee equal to 15 % of the Contract Price unless otherwise agreed in the Special Terms of the Contract.

10.4

The parties shall conclude a delivery protocol stating each party's view of the percentage of the Deliverables delivered and completed, calculated in accordance with the principles of progress measurements stated in the Contract. Supplier shall deliver copies of all plans, drawings, specifications, and other documents which the Buyer is entitled to use in accordance with Clause 16.

11. TERMINATION

11.1

Either party may without any liability give notice in writing to the other terminating the Contract with immediate effect if:

- a) If the other Party is in material breach of its obligations under the Contract.
- b) The Buyer is entitled to maximum liquidated damages as per Clause 15, second paragraph in Orgalime S 2022.
- c) A petition is filed, a notice is given, a resolution is passed, or an order is made for the winding up or bankruptcy of the other party.

11.2

Unless otherwise specified in the Special Terms of the Contract, the Suppliers liability in the event of termination shall be limited to 20 % of the Original Contract Price (liquidated damages inclusive, if any) or a proportional part hereof if only a part of the Contract is terminated, unless caused by gross negligence or wilful misconduct on the part of the Supplier group.

12. ASSIGNMENTS

12.1

Neither of the Parties shall have the right to novate or assign their rights and obligations under the Contract to a third party without a written approval from the other Party.

13. LIMITATION AND EXCLUSION OF LIABILITY

13.1

Buyer shall indemnify Supplier's Group from Buyer's Group own indirect and consequential losses, and Supplier shall indemnify Buyer's Group from Supplier's Group own indirect and consequential losses. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either group or regardless of any other provisions of the Contract.

13.2

Indirect losses according to this provision include but are not limited to loss of earnings, loss of profit, loss due to pollution and loss of production.

13.3

Supplier's total liability for breach of Contract and regardless of whether the Contract is terminated or not, shall under all circumstances be limited to 20% of the part of the

Contract Price, inclusive of any liquidated damages if any, but never exceeding an amount equal to NOK 1 million. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of Supplier's Group and regardless of any other provisions of the Contract.

14. GOVERNING LAW AND DISPUTES

14.1

The Contract shall be governed by and interpreted in accordance with Norwegian Law, and any disputes arising in connection with or because of the Contract, and which are not resolved by mutual agreement shall be settled by court proceedings at the Suppliers place in Ålesund, Norway.

15. COMPLIANCE

15.1

Each Party confirms that it will uphold high standards of business ethics and comply with applicable laws throughout its dealings and in relation to this Contract, including without limitation laws related to anti-corruption, fundamental human rights, international sanctions, anti-money laundering and competition laws.

15.2

Each Party warrants and represents that, in connection with this Contract, it, its directors, employees, agents, representatives and subcontractors have not made, offered, received, accepted or requested, and will not make, offer, receive, accept or request any payment, gift or other advantage or anything of value, whether directly or through intermediaries, to any private party or public official, where such payment, gift, promise or advantage would violate the principles identified in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union, or that would violate any national anti-corruption laws that apply to either party.

15.3

Buyer warrants that neither it nor any of its directors, employees, agents, representatives, and subcontractors:

- a) are listed on any list of entities, persons, or bodies subject to sanctions under any sanction's laws applicable for the Supplier, including but not limited to any US, EU, Norwegian and/or international sanctions; and/or
- b) are owned, controlled by, acting on behalf of, or are involved with, any person, body or entity as mentioned under item (a) above.

15.4

Buyer shall without undue delay upon prior written request by Supplier, provide such information and documentation regarding itself, its shareholders, ultimate owners, directors, employees, agents, representatives, subcontractors and/or end customers, as Supplier may reasonably request in order to (1) comply with regulatory laws applicable to it, (2) comply with any bona fide internal compliance procedures and/or (3) enabling its bank to carry out any antimony laundering or other similar procedures which its bank is required to carry out in relation to the Buyer in order for the Supplier to receive payment from the Buyer under the agreement.

15.5

Notwithstanding anything to the contrary in this agreement, if: this will constitute grounds for the Supplier's immediate termination of this Contract, in which event the Supplier will not be in breach or default of the Contract or have any form of liability, or payment or delivery obligations towards the Buyer. Any goods or products received by the Buyer prior to such termination shall be redelivered by the Buyer to the Supplier in such an event.

- a) any of the warranties included above in this section at any point in time is not true and correct in every respect.
- b) the Buyer does not provide such information and documentation as reasonably requested by the Supplier pursuant to this section without undue delay after receipt of a written request for information and documentation from the Supplier.
- c) this Contract or the performance by the Supplier of its obligations hereunder may (as determined in the reasonable opinion of the Supplier) expose the Supplier to a risk of violating any applicable sanctions laws, import and/or export regulations, including without limitation by the Supplier being unable to obtain relevant government approvals to fulfil its obligations under the agreement, or to a risk of the Supplier being targeted by any sanctions or export control laws, including without limitation US secondary sanctions:

- d) the Suppliers bank refuses to accept payment from the Buyer under the Contract, or
- e) the Supplier does not obtain any required public authorization, permits or licenses to export and/or deliver the goods and products comprised by this Contract to the Buyer, procedures and/or enabling its bank to carry out any antimony laundering or other similar procedures which its bank is required to carry out in relation to the Buyer in order for the Supplier to receive payment from the Buyer under the agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1

Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or to be implied from the Contract.

16.2

Commercial and technical information, including intellectual property rights, reports, drawings, specifications, and similar documents, including computer programs regardless of method of storage, and copies thereof, provided by the Buyer to the Supplier shall be the property of the Buyer.

16.3

Commercial and technical information, including intellectual property rights, reports, drawings, specifications, and similar documents, including computer programs regardless of method of storage, and copies thereof, provided by the Supplier to the Buyer shall be the property of the Supplier. Inventions made by the Supplier during the performance of the Contract mainly based on such information and all other information developed by the Supplier in connection with the performance of the Contract shall be the property of the Supplier.

16.4

The Buyer shall be granted appropriate non-exclusive, irrevocable, and royalty-free licenses of use to those rights which are necessary for the completion, operation, maintenance, and repair of the Product. The Supplier shall be granted appropriate nonexclusive, irrevocable, and royalty-free licenses and right to collect, maintain and analyse data and information related to the Deliverables both before and after Delivery solely for the purpose of research and development of the Suppliers

products and services and always subject to the confidentiality obligation set out in Clause.

16.5

The Supplier shall indemnify Buyer if the Deliverables constitute an infringement of any third-party rights except when such use is instructed by the Buyer due to Buyers' specifications and/or if Supplier, acting with due care, did not know or ought to have known that such an infringement would occur. The Suppliers liability hereunder shall under all circumstances be subject to the limitations set out in Clause 13.3.

17. CROSS DEFAULT

If the Buyer fails to comply with any of its obligations in this Contract or any other contracts in force between the Buyer and Supplier, then the Supplier shall be entitled to suspend performance of its obligations under one or more of the other contracts until such failure is remedied to the Suppliers reasonable satisfaction.

18. RETURN OF GOODS

The Buyer is not entitled to make return of any goods without prior agreement with the Supplier.

Any return accepted by the Supplier shall be marked and in accordance with instruction from the Supplier.

19. RETENTION OF TITLE AND SALES LIEN

The Product remains the Supplier's property until fully paid by the Buyer.

The Supplier has a sales lien in the Product equivalent to the Contract Price until the Product is fully paid, including interests and costs, c.f. the Norwegian Mortgage Act (panteloven) §§ 3-14 – 3-22.

The Buyer is not entitled to resell the Product before the Product is fully paid.

20. LANGUAGE

20.1

All communication and correspondence between the parties shall either be in Norwegian or in English, at the Suppliers option.

20.2

All contractual documentation shall be written in English unless otherwise agreed.

21. AMENDMENTS TO ORGALIME 2022 S

21.1

The word "Purchaser" in Orgalime S 2022 shall mean "Buyer".

21.2

Clause 14, insert the following new sentence in the end of first paragraph:
"For avoidance of doubt there shall be no liquidated damages on delays of drawings and other documentation from the Supplier as delivered according to Appendix 2 to this Contract."

21.3

Clause 15, first paragraph shall be read as follows: "If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the 15th day following the date on which delivery should have taken place."

21.4

Clause 15, second paragraph, first sentence shall be read as follows:
"The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each completed week of delay."

21.5

Clause 15, third paragraph shall be read as follows: "If only part of the Product is delayed, the liquidated damages shall be calculated of the purchase price for the part so delayed."

21.6

Clause 32 shall be read as follows: "The Buyer shall provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect."

21.7

Clause 34, insert the following new sentence in the end:
"For avoidance of doubt when the place specified in the Contract is a vessel or otherwise a portable device of which the Product shall be installed, the place specified in the contract for putting the Product into service shall mean the place where the

vessel or portable device shall reside at the time of delivery according to the Contract."

21.8

Clause 46: The first paragraph of Clause 41 shall be amended as follows:
"In addition, hereto, the following circumstance shall be included as a Force Majeure event: Any event of winding up or bankruptcy of Supplier's sub-contractors".

22. CONFIDENTIAL INFORMATION

22.1 All information exchanged between the parties shall be treated as confidential and shall not be disclosed to a third party without the other party's written permission, unless such information:

- a) Is already known to the party in question at the time the information was received, or
- b) Is or becomes part of the public domain other than through fault of the Buyers Group or Suppliers Group.
- c) Is rightfully received from a third party, without an obligation of confidentiality.

Each of the parties may, however, use or disclose confidential information to a Third Party, to the extent necessary for the performance of a control of the Work and use of the Product. In such cases, the parties shall ensure that the Third-Party signs a written confidentiality agreement in accordance with this Clause.

22.2

The Supplier shall not publish any information concerning the Deliverables without the Buyers written approval, which shall not unreasonably be withheld.

22.3

The provisions of this Clause shall not prevent a party from disclosing confidential information to the extent necessary according to applicable law.