



TERMS AND CONDITIONS OF PURCHASE

1. General Provisions

- 1.1 These Terms and Conditions for Purchase ("Terms") apply to all purchases made by **Anda-Olsen AS** ("Buyer") from suppliers ("Supplier"). These Terms take precedence over any Supplier terms unless explicitly agreed otherwise in writing.
- 1.2 The Supplier shall comply with all applicable laws, regulations, and Buyer's internal policies as outlined in Clause 8.1.

2. Purchase Orders and Contract Formation

- 2.1 Purchase orders ("POs") issued by Buyer shall be binding only when confirmed in writing by the Supplier. If the Supplier fails to confirm or reject the PO in writing within five (5) business days of receipt, the PO shall be deemed accepted and binding.
- 2.2 No modifications, substitutions, or deviations shall be made unless approved in writing by Buyer.
- 2.3 The Supplier shall acknowledge receipt of the PO within the specified timeframe, failing which Buyer reserves the right to cancel the order.

3. Pricing and Payment Terms

- 3.1 Prices shall be fixed and stated in the PO. Any additional costs must be pre-approved in writing by Buyer.
- 3.2 Payment terms shall be as agreed in the PO. Unless otherwise stated, payments shall be made within 60 days after receipt of a correct invoice and approval of goods or services.
- 3.3 Buyer retains the right to offset any amounts due to the Supplier against any claims Buyer may have.

4. Title and Risk of Loss

- 4.1 Title to and risk of loss for the goods shall pass to Buyer upon receipt and acceptance at Buyer's designated facility, in accordance with the applicable Incoterms specified in the Purchase Order.

5. Delivery Terms

- 5.1 Delivery shall be made in accordance with the agreed Incoterms and timelines specified in the PO.
- 5.2 Delivery Timing: Any anticipated delay must be communicated immediately. Buyer reserves the right to impose penalties or cancel the PO in case of non-compliance. Supplier shall not deliver any order before the agreed delivery date without prior written approval from Buyer. Unauthorized early deliveries may result in rejection, delayed acceptance, or withheld payment.
- 5.3 Partial deliveries or over-deliveries require prior approval from Buyer. Failure to obtain prior approval may result in Supplier payment being withheld in accordance with the PO delivery terms, unless otherwise agreed in writing.

6. Quality and Compliance

- 6.1 The Supplier shall ensure that all goods and services conform to the agreed specifications, standards, and legal requirements.
- 6.2 Buyer reserves the right to inspect and test deliveries before acceptance. Non-conforming goods may be rejected and returned at the Supplier's expense.
- 6.3 The Supplier shall maintain a documented quality management system and provide evidence of compliance upon request.
- 6.4 The Supplier shall provide warranty coverage and product quality guarantees that meet the minimum industry standards and the requirements specified in the Purchase Order. If Supplier quality does not adhere to EU industry standards or expectations set forth in written communication to or in the Purchase Order, Supplier must be notified without any delay. Buyer reserves the right to reject any goods that do not meet agreed quality standards upon delivery. Supplier must, at its own cost, replace or rectify any rejected goods within the timeframe specified by Buyer. If Supplier fails to meet agreed quality standards, Buyer reserves the right to demand corrective actions within ten (10) business days before imposing financial penalties or canceling any outstanding Purchase Orders without liability. If non-conforming goods result in recalls, rework, or additional costs to Buyer, Supplier shall bear full responsibility, including replacement costs and any associated expenses incurred by Buyer.

7. Supplier Responsibilities

- 7.1 The Supplier shall comply with Buyer's Policy for Responsible Business and Ethical Guidelines, ensuring fair labor practices, human rights protection, and environmental sustainability.
- 7.2 The Supplier must ensure that subcontractors and partners also comply with these policies.
- 7.3 If non-compliance is identified, Buyer may require corrective actions. If corrective actions are not taken within thirty (30) days, Buyer reserves the right to terminate the applicable Purchase Order or take further action as specified in Clause 15.1.

8. Compliance with Laws and Regulations

- 8.1 Supplier warrants that all goods and services supplied comply with all applicable laws, regulations, and Buyer's internal policies, including but not limited to the Policy for Responsible Business, Ethical Guidelines, and Transparency Act requirements. Supplier must immediately notify Buyer in writing of any known or suspected non-compliance with legal, regulatory, or contractual obligations.

9. Intellectual Property Rights

- 9.1 Intellectual Property Ownership: Any intellectual property (IP) specifically developed by Supplier under a purchase order or contract with Buyer shall be the exclusive property of Buyer. Supplier agrees to assign all rights, title, and interest in such intellectual property to Buyer upon creation, unless otherwise agreed in writing.

Supplier retains ownership of any pre-existing intellectual property, know-how, or methodologies that were developed independently prior to and outside the scope of the agreement with Buyer, provided that Supplier grants Buyer a non-exclusive, royalty-free license to use such pre-existing IP to the extent necessary for Buyer's use of the goods or services.

10. Confidentiality

- 10.1 Supplier agrees to keep confidential all information received from Buyer and not to disclose it to any third party without Buyer's prior written consent.

11. Insurance Requirements

- 11.1 Supplier shall maintain adequate insurance coverage, including general liability and product liability insurance, with reputable insurers. Proof of such insurance shall be provided to Buyer upon request. Inbound and Outbound freight insurance is covered by Anda-Olsen insurance with applicable Incoterms.

12. Force Majeure

- 12.1 Neither party shall be liable for any delay or failure in performance due to events beyond their reasonable control, including but not limited to acts of God, war, or government regulations. The affected party shall notify the other promptly of such events.

13. Warranties and Liabilities

- 13.1 The Supplier guarantees that all goods and services delivered are free from defects and conform to the agreed specifications for at least 24 months from delivery, unless otherwise specified in the Purchase Order.
- 13.2 The Supplier shall indemnify Buyer as per the legal compliance obligations outlined in Clause 8.1, including any third-party claims arising from Supplier's failure to comply with applicable laws and regulations.

14. Audit Rights

- 14.1 Buyer reserves the right to audit Supplier's facilities and records, excluding trade secrets or proprietary information unless directly relevant to compliance verification. Such audits shall be conducted during regular business hours with reasonable notice. If an audit reveals partial non-compliance, Buyer reserves the right to require corrective action within thirty (30) days before considering contract suspension or termination, in accordance with Clause 15.1. Supplier must provide all requested records, certifications, and supporting documentation necessary to verify compliance within a reasonable timeframe as determined by Buyer.

15. Termination for Convenience

- 15.1 Buyer may terminate the Purchase Order, in whole or in part, at any time for convenience by providing written notice to Supplier. Upon such termination, Supplier shall cease all work and comply with Buyer's instructions regarding disposition of goods. If termination occurs after production has started, Buyer shall compensate Supplier for reasonable, documented costs incurred, provided that Supplier takes all reasonable steps to mitigate such costs. Additionally, Buyer reserves the right to suspend the contract or impose financial penalties in cases where the Supplier fails to comply with audit requests or other contractual obligations related to compliance and transparency. This clause does not apply to terminations due to non-compliance, which are governed by Clause 7.3.

16. Governing Law and Dispute Resolution

- 16.1 These Terms shall be governed by the laws of Norway.
- 16.2 Any disputes shall first be resolved through negotiations. If unresolved, disputes shall be settled through arbitration in accordance with the Norwegian Arbitration Act.