

## 1 GENERAL PROVISIONS

1.1 Documents means drawings, specifications, calculations, certificates, manuals, datasheets and all other technical, commercial or other documentation to be supplied by Supplier necessary to install, commission, operate, use, maintain, and repair the Goods.

End Client means the Purchaser's client or final client in the supply chain, such as ship owner and/or operator, platform operator or similar, that will be using the Goods and/or Work.

Goods means all equipment, items and materials to be delivered by Supplier pursuant to the Purchase Order.

Party/Parties means Purchaser and Supplier or either of them as the context dictates.

Purchase Order means Purchase Order Form, these General Terms and Conditions for Purchase, special conditions to these General Terms and Conditions for Purchase, and any appendices listed in the Purchase Order Form and any signed amendments and variations to said documents.

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

- a) Special conditions to these General Terms and Conditions for Purchase
- b) These General Terms and Conditions for Purchase
- b) The Purchase Order Form
- c) Appendices to the Purchase Order Form in the order they are listed, unless stated otherwise.

For the avoidance of doubt, any qualifications made by Supplier when confirming the Purchase Order Form, including but not limited to Supplier's reference to Supplier's own terms and conditions, are not part of the Purchase Order unless explicitly accepted by Purchaser in writing.

Purchase Order Form means the separate purchase order document issued by the Purchaser and describing the Work.

Purchase Order Price means mean the sum(s) payable to Supplier as specified in the Purchase Order which shall constitute full compensation to Supplier for the full performance of the Work, including all costs, expenses, taxes (including VAT), duties, fees or charges of any kind incurred by or levied on Supplier Group related to the performance of the Purchase Order and the provision by Supplier of the Work. The Purchase Order Price shall be considered as fixed and firm unless expressly agreed to the contrary.

Purchaser means PG Flow Solutions AS

and/or any of its affiliated parties or subsidiaries.

Purchaser Group means Purchaser and its affiliated companies, Purchaser's other suppliers and contractors of any tier, to the extent they are involved in the project to which the Purchase Order relates, End Clients of any tier, and the officers, directors, employees, agents, and representatives of such.

Supplier means the counter party to the Purchase Order Form under which this Purchase Order is formed.

Supplier Group means Supplier and its parents, subsidiaries and affiliated companies, Supplier's other suppliers and contractors of any tier, to the extent they are involved in the project to which the Purchase Order relates, and the officers, directors, employees, agents, and representatives of such.

Warranty Period means a period of 24 months from the time of delivery of the Goods by Supplier to the Purchaser, or 2 months after the Purchaser's warranty obligations expire towards its End Client, whichever is later in time.

Work means all activities that Supplier is required to carry out and/or deliver under the Purchase Order, including Goods and Documents, as well as everything necessary for the provision of such in accordance with the Purchase Order.

## 2 ACCEPTANCE

2.1 Supplier's start of performance of the Work under this Purchase Order shall be deemed to constitute an acceptance of the Purchase Order. These General Terms and Conditions for Purchase shall, to the fullest extent permitted by law, apply to the exclusion of all other terms and conditions including, without limitation, any terms and conditions of the Supplier or those which are implied by trade, custom, practice or course of dealing.

## 3 GENERAL OBLIGATIONS OF THE SUPPLIER

3.1 Supplier shall ensure that the Work is performed strictly in accordance with the terms of the Purchase Order and, applicable laws and regulations and current technical standards. The Work shall be performed in accordance with first class standards of engineering practice, workmanship and professional conduct applicable to the Supplier's industry.

3.2 All Goods delivered under this Purchase Order shall be new, made from first class materials and workmanship and engineered to a standard of high quality. The Goods shall be fit for merchantability and fit for the intended purpose.

- 3.3 Supplier shall comply with and shall ensure Supplier Group complies with all applicable laws, rules and regulations of any governmental, judicial or regulatory body having jurisdiction over the Work or any site where the Work is performed, including without limitation laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce, organization of labor, as well as industry standards, technical specifications, drawings, and any other standards of requirements as made known to the Supplier by either the Purchaser or the End Client. Supplier shall defend, indemnify and hold Purchaser Group harmless from and against all claims, losses, damages, costs and expenses (including legal fees) arising out of Supplier or Supplier Group's failure to comply with the aforesaid laws, rules, regulations, standards, technical specifications and drawings.
- 3.4 Supplier shall not subcontract any part of the Work to be performed under this Purchase Order, unless such subcontracting has been consented to by the Purchaser. Such consent shall not relieve the Supplier of any obligations under the Purchase Order.
- 3.5 Supplier shall search for defects, discrepancies and inconsistencies in any documents and/or information submitted or disclosed by Purchaser to Supplier. Supplier shall immediately notify Purchaser of any defects discrepancies and inconsistencies discovered. If Supplier has not notified Purchaser of any defects, discrepancies and/or inconsistencies discovered or ought to have been discovered by Supplier, and as a result, Purchaser incurs direct extra costs in connection with the Work, then all such costs incurred shall be borne by Supplier.
- 3.6 If Purchaser supplies any items, materials and/or equipment to the Supplier, such items, materials and/or equipment shall remain the property of Purchaser at all times. Supplier shall label them as the property of Purchaser. Supplier shall maintain such items, materials and/or equipment in good order and condition and in accordance with applicable preservation requirements while they are in Supplier's custody and care. Supplier shall use such items, materials and/or equipment solely in connection with the Purchase Order. Supplier shall be responsible for all storage costs, and any other costs related to the care and maintenance of such items, materials and/or equipment. Supplier shall have the risk of loss or damages to the such items, materials and/or equipment from the receipt of such items, materials and/or equipment until delivery of the Goods to Purchaser as set out in Article 6.3. Loss of, waste of, and/or damage to such items, materials and/or equipment while they

are in the care of Supplier shall promptly be made good by Supplier, Purchaser, or a third party at Purchaser's option and at Supplier's cost, as directed by Purchaser.

- 3.7 Upon receipt of such items, materials and/or equipment from Purchaser, Supplier shall confirm such receipt within 24 hours by submitting a copy of the packing list and waybill to Purchaser. Upon receipt of such items, materials and/or equipment, Supplier shall immediately perform a visual examination thereafter, and not later than 24 hours following the receipt, shall perform a detailed inspection. Supplier shall, immediately notify Purchaser of any errors, defects and/or damages discovered. If Supplier does not notify Purchaser of any errors, defects and/or damages that Supplier has discovered, or ought to have discovered acting reasonably diligent, by such search and as a result Purchaser incurs additional costs or is prejudiced as regards to warranties, guarantees or other rights, then all such costs incurred shall be borne by Supplier.

#### **4 AUDIT**

- 4.1 Supplier shall provide full and immediate access to Purchaser, End-Client and their representatives to carry out such audits and inspections as Purchaser deems to be necessary, including review of all data and records in connection with the Work and all transactions related thereto, and all information relating to the rates and prices as may reasonably be required to verify payments made to or by Supplier under or pursuant to the Purchase Order. Supplier shall ensure that Purchaser shall have similar rights to audit and inspect Supplier's subcontractors.
- 4.2 Purchaser, End-Client and their representatives are entitled to perform such audit during the period of the Purchase Order and for up to 5 years after the end of the year of completion of the Work. However, all records pertaining to tax claims asserted on Supplier for which Purchaser can be made jointly responsible shall be eligible for Purchaser's audit until the particular claim can be declared finally resolved.
- 4.3 No payment from Purchaser shall affect Purchaser's and End-Client's right to audit and inspect pursuant to this Article 4. If payments are proven incorrect, Supplier shall promptly submit the corrected invoice.

#### **5 INSPECTION AND TESTING**

- 5.1 Purchaser, End-Client and their representatives shall at all reasonable times be granted access to any premises where the Work are performed and be allowed to inspect and test the Work at any time.

- 5.2 Purchaser, End-Client or their representative shall have the right to reject the Work or any part thereof that are inferior in quality of material, workmanship or design and/or not in accordance with the provisions of the Purchase Order (“defective”). Any part of the Work found to be defective shall at Suppliers expense immediately be replaced or re-performed as required to meet the requirements and standards of the Purchase Order. Supplier shall then submit the Work for re-inspection and re-testing.
- 5.3 Supplier shall make available at its expense all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests specified in the Purchase Order on the Work. When requested by Purchaser, the Work shall be completely assembled for such tests or be dismantled for inspection before dispatch. Should any part of the Work fail to meet the requirements of any such test, the Work shall at Suppliers cost be immediately replaced or re-performed and Supplier shall re-test the same. Any such re-testing shall be at Supplier's cost.
- 5.4 All test performed by Supplier shall be deemed complete when the Purchaser has given written approval of the test results. Such written approval shall be given without undue delay.
- 5.5 Supplier shall supply at its own expense certificates of analysis, tests, inspection or origin as required by Purchaser, required by law, or are customary for the similar type of Work and/or Goods.
- 5.6 Where reasonably practical not less than 5 working days' notice shall be given by Supplier to Purchaser that the Work or any part thereof is ready for the inspection and/or tests specified in the Purchase Order. The Purchaser and the End Client shall have a right, but not an obligation, to be present at any tests of the Goods to be delivered under this Purchase Order.
- 5.7 Inspection, testing or acceptance of any Work or any waiver of any rights in respect thereof by Purchaser, End Client or their representative shall not relieve Supplier from any of its obligations under the Purchase Order or at law, including without limitation, its responsibility for any defects subsequently found in materials and/or workmanship.
- 6 PROGRESS AND DELIVERY**
- 6.1 The Work shall be performed, and the Goods shall be delivered by the dates specified in the Purchase Order. Supplier shall provide information concerning the status and progress of the Work as required by Purchaser.
- 6.2 If for any reason the Supplier believes that performance of the Work and/or delivery of the Goods will be delayed, the Supplier shall immediately notify Purchaser in writing of the delay, the cause thereof and the measures Supplier will initiate. Supplier shall, at its own cost, undertake all necessary measures to avoid delays, and where delays are unavoidable to mitigate such delays.
- 6.3 Delivery of the Goods shall only be deemed complete when the Goods in full have been received by the Purchaser in accordance with the delivery terms specified in the Purchase Order, all tests as agreed between the Parties have been completed, and any Work related to the delivery of commissioning of the Goods have been performed.
- 6.4 Except where otherwise specified in the Purchase Order, Supplier shall be responsible for and shall bear the cost of safe and sufficient packaging, loading and/or transport of the Work to the place of delivery specified in the Purchase order.
- Packaging shall comply with all requirements of the Purchase Order, Purchasers shipping instructions, if any, and any statutory requirements and/or codes of practice applicable.
- 6.5 Supplier shall be responsible for any loss, expense, damage, claim and/or liability incurred by Purchaser Group arising in connection with breach of Supplier's obligation to affect delivery in the manner referred to in Article 6.4.
- 6.6 Any part of the Work ready for delivery before the delivery dates specified in the Purchase Order shall be stored by Supplier at its own risk and expense.
- 7 DELAY**
- 7.1 A delay exists when the delivery of Goods, Work or Documentation fails to comply with the delivery dates set out in the Purchase Order, unless such delay is caused by the Purchaser and Supplier has fulfilled his obligations as stated in Articles 3.6 and 3.8.
- 7.2 If Goods, Work or documentation has such defects that they cannot be used for their intended purpose the Purchaser may elect to treat this as a delay until the Supplier has rectified such defect.
- 7.3 Unless otherwise agreed, a liquidated damages rate of 0,5% of the Purchase Order Price per day shall apply. The liquidated damages shall be capped at an amount of 20% of the total Purchase Order Price.
- If the delivery is delayed by a period sufficient to reach the maximum liquidated damages cap, the Purchaser shall have the right to treat this as a

material breach and terminate the Purchase Order in accordance with Article 11.1 below.

If the delay is caused by the gross negligence or willful misconduct of the Supplier or someone acting on Supplier's behalf, the Purchaser shall be entitled to claim damages for the actual losses suffered instead of the liquidated damages. Such damages shall not be subject to any limitation.

**8 RISK AND TITLE**

- 8.1 Goods to be delivered under this Purchase Order shall become property of the Purchaser as the completion of the Work progresses or paid for by Purchaser, whichever occurs first.
- 8.2 Notwithstanding the title transfer as set out in Article 8.1, the risk shall pass from the Supplier to the Purchaser with the delivery of the Goods in accordance with Article 6.3.
- 8.3 All materials or equipment to be incorporated in the Goods and/or Work to which title has passed to Purchaser shall be clearly marked as Purchaser's property. Purchaser's property shall be clearly marked as such and shall be stored separately from Supplier's property.

**9 VARIATIONS**

- 9.1 The Purchaser shall be entitled to require variations to the Goods and Work to be delivered under this Purchase Order.

When the Purchaser submits such a variation, the Supplier shall within 10 days provide the Purchaser with a written confirmation describing the variation, and the impact on the Purchase Order Price and/or delivery time of the Goods and/or performance of the Work. If Supplier does not issue such written confirmation within the aforesaid time limit, the variation shall be deemed not to have any effect on the Purchase Order.

- 9.2 Compensation for variation work shall be in accordance with the prices, rates and costs contained in the Purchase Order, and if not specified, in accordance with the general price level of the Purchase Order.
- 9.3 If a variation results in costs savings for the Supplier, the Purchase Order Price shall be adjusted accordingly to provide a cost saving for the Purchaser.
- 9.4 If for any reason there is a dispute in regard to a variation, the Purchaser shall be entitled to instruct the Supplier to implement the variation immediately, with the dispute to be resolved later in accordance with the Purchase Order's dispute resolution procedures.

In such case, the Purchaser shall pay any

amount that is not subject to dispute in accordance with the terms of the Purchase Order, and only the amount that remains in dispute may be withheld until the dispute resolution procedures have been exhausted.

**10 SUSPENSION OF WORK**

- 10.1 The Purchaser shall be entitled to suspend the Work to be performed under this Purchase Order for a period of up to 180 days.
- 10.2 The Supplier shall be entitled to payment that is already due at the time of suspension, as well as the reasonable costs of mobilization, demobilization and storage of the Goods.
- 10.3 Supplier shall during suspension properly protect and secure the Work and/or any materials to be used in the performance thereof.
- 10.4 Supplier shall promptly resume the performance of the Work after notification by Purchaser.
- 10.5 If after 180 days the Work has not been resumed or cancelled, the Supplier shall be entitled to demand either resumption of work, or that the Purchaser cancels the Purchase Order in accordance with these terms and conditions.

**11 TERMINATION OF WORK**

- 11.1 The Purchaser shall be entitled to terminate this Purchase Order with immediate effect, upon written notice, if the Supplier has committed a material breach of the terms and conditions of the Purchase Order. The Supplier's failure to comply with the provisions of Article 16 and Article 4 while performing the Work under this Purchase Order shall constitute a material breach of the Purchase Order, entitling Purchaser to immediately terminate the Purchase Order.
- 11.2 Upon such termination, the Purchaser may either demand the Supplier to turn over the unfinished or finished Goods, or demand repayment of all payments made, upon which any Goods received by the Purchaser shall be returned to the Supplier without undue delay.  
  
Purchaser shall be entitled to withhold any outstanding amount of the Purchase Order Price which would otherwise be due to Supplier. If the cost of completing the Work exceeds the withheld amount, Supplier shall pay the excess forthwith to the Purchaser.  
  
The exercise of such termination right will be without prejudice to any other right or remedy available to Purchaser under this Purchase Order, in equity or at law.
- 11.3 The Purchaser may also terminate the

Purchase Order for convenience.

Upon a termination for convenience, the Supplier shall be entitled to payment for all documented costs reasonably incurred as a direct result of such termination, unless such costs can be mitigated or avoided by the Supplier.

The Supplier shall also be entitled to all documented costs reasonably incurred by demobilization and the orderly close out of the performance of the Work to the degree they cannot be mitigated or avoided.

The Supplier acknowledges its obligation to take all reasonable steps to mitigate the effects of such termination.

**12 WARRANTY AND DEFECTS**

- 12.1 Supplier guarantees that the Work is performed in accordance with and shall be in conformity with the requirements of Purchaser Order during the Warranty Period.
- 12.2 The Supplier shall be liable for any defects covered by the guarantee in Article 12.1 above and discovered within the Warranty Period. Upon notification by the Purchaser of a defect the Supplier shall immediately commence rectification work. All rectification work shall be performed for the Supplier's risk and cost.
- 12.3 The Supplier may only use a third-party for the rectification of a defect with the prior consent of the Purchaser.
- 12.4 If the Supplier is unable or unwilling to perform such rectification work within a time specified by Purchaser, the Purchaser shall be entitled to perform such work itself, or to hire a third party to perform such work at Supplier's cost and risk.
- 12.5 Supplier shall guarantee for a further period of 24 months from its completion all remedial work carried out under this guarantee, unless the remaining part of the Warranty Period is longer.
- 12.6 The Supplier shall indemnify the Purchaser for any costs suffered by Purchaser as a result of the defective Work.
- 12.7 This guarantee and Purchaser's rights hereunder are in addition to Purchaser's other rights under the Order or at law.

Purchaser shall have the right to assign the benefit of this guarantee to its successors, assignees and/or End Clients of any tier.

**13 INDEMNITIES**

- 13.1 Supplier shall defend, indemnify and hold

Purchaser Group harmless from and against any claim, howsoever arising, concerning:

- (a) Personal injury to or loss of life of any member of Supplier Group,
- (b) Loss of or damage to any property of Supplier Group.
- (c) Loss of or damage to the Work prior to the passing of risk therein to the Purchaser, and loss or damage to the Work or Purchaser Group property occurring thereafter to the extent attributable to the acts or omissions of the Supplier Group, and/or

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Purchaser Group.

- 13.2 Purchaser shall defend, indemnify and hold Supplier Group harmless from and against any claim concerning:
  - (a) Personal injury to or loss of life of any member of Purchaser Group, and
  - (b) Loss of or damage to any property of Purchaser Group except as otherwise provided in Article 13.1 above and in so far as the same are related to or used in connection with the Purchase Order.

This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of Supplier Group.
- 13.3 Supplier shall defend, indemnify, and hold Purchaser harmless from any and all liability, claims, losses, damages, costs and expenses (including legal fees) arising from death, disease or injury to any third party and loss of or damage to any third party property which arise out of or in connection with the Work.

Subject to the first paragraph herein, Purchaser shall defend, indemnify, and hold Supplier harmless from any and all liability, claims, losses, damages, costs and expenses (including legal fees) arising from death, disease or injury to any third party and loss of or damage to any third party property which are caused by Purchaser.

- 13.4 Supplier shall save, indemnify, defend and hold harmless Purchaser Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of Supplier Group or emanating from the property and/or equipment of Supplier Group arising from, relating to or in connection with the performance of the Work.
- 13.5 Supplier shall indemnify Purchaser Group from claims resulting from infringement or alleged infringement of any patents or other industrial or intellectual property rights arising out of or related to the performance of the Work or Purchaser Group's use of the Work. This does not apply where such infringement results from the use of drawings, specifications or process licenses provided by Purchaser or

is the result of compliance with an instruction from Purchaser.

- 13.6 Notwithstanding anything herein to the contrary, Purchaser shall defend, indemnify and hold Supplier Group harmless from Purchaser Group's own Indirect Loss, and Supplier shall defend, indemnify and hold Purchaser Group harmless from Supplier Group's own Indirect Loss. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either Party. Indirect Losses are defined herein as any indirect or consequential loss, any loss of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit, and similar losses and damages, regardless of whether such losses or damages were reasonably foreseeable at the time of entering into the Purchase Order or at the commencement of the Work.

#### 14 INSURANCES

14.1 The Supplier shall during the term of this Purchase Order provide and maintain, at its cost, insurance cover as required by this Purchase Order. The minimum requirements are:

- a) Insurance adequate to cover against its liabilities hereunder;
- b) Insurance covering (i) the Goods and the Works to be supplied under this Purchase Order (100% of value) at any stage where Supplier is under the duty of care for and/or holder of the title to the Goods, and (ii) if Purchaser supplies any items, materials and/or equipment to the Supplier, all such items, materials and/or equipment while they are in Supplier's custody and care.
- c) Personnel insurance which shall cover losses connected with illness, personal injury or accidental death on Supplier Group, to the extent required by applicable laws;
- d) Employers liability insurance as required to comply with all applicable laws and regulations.
- e) Professional and General liability insurance covering all operations of Supplier, having a limit not less than 10 million NOK.

- 14.2 The Supplier shall ensure that its insurers and those of its suppliers and subcontractors waive all rights of subrogation against the Purchaser Group. Upon Purchaser's request, Supplier shall provide certificates evidencing said insurance.

#### 15 PAYMENT TERMS

- 15.1 Unless otherwise specified in the Purchase Order, Supplier shall submit an invoice after the delivery of the Goods to Purchaser. Purchaser shall make payment within 60 days following the receipt of a correctly rendered invoice, provided that Supplier's obligations

under the Purchase Order have been fulfilled. Purchaser may withhold payment of any disputed or insufficiently documented amounts.

#### 16 COMPLIANCE AND ETHICS

##### 16.1 General obligations

Supplier's specific obligations set out in this Article shall be without any prejudice to and shall not be construed to limit Supplier's duty to comply with applicable laws and regulations as set out in the Purchase Order.

Supplier shall immediately report to Purchaser any act or omission which may be seen as a breach of this Article. In such event, Supplier shall give Purchaser access to all documents which in Purchaser's reasonable opinion may be relevant to determine whether such a breach has occurred.

Supplier shall require that any subcontractor with whom Supplier enters or has entered into an agreement for the supply of goods or services, in connection with performance of the Purchase Order, agree to and comply with contractual provisions substantially identical to those contained in this Article, and that such subcontractor ensures that its contractors and subcontractors, insofar as involved in performance of the Purchase Order, agree to and comply with contractual provisions consistent with those contained in this Article.

Supplier shall implement controls reasonably designed to adhere to the obligations set out in this Article.

Supplier shall upon Purchaser's request provide a written statement to Purchaser confirming that it complies and has complied with all obligations set out in this Article.

Purchaser shall at any time have the right to conduct audits of Supplier in order to verify that Supplier complies with the obligations set out in this Article. Upon Purchaser's request, Supplier shall facilitate and assist Purchaser with regard to such audits, including granting timely access to documentation and its premises and shall use best efforts to ensure Purchaser's access to documentation and the premises of Supplier's subcontractors.

##### 16.2 Anti-corruption

Supplier represents and warrants that Supplier and its officers, directors, employees, agents, representatives and, to its knowledge, any subcontractors and their contractors and subcontractors have not, directly or indirectly, in any way that relates to this Purchase Order, made, offered or authorized, and will not (1) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person, entity or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; (2), offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection

with a position, office or assignment; or (3) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to Purchaser or Supplier, or improperly performing a function that relates in any way to the Purchase Order or to Purchaser. Supplier shall immediately report to Purchaser any requests or solicitations for improper advantages as mentioned in this paragraph. Any act or omission in violation of this paragraph constitutes a substantial breach of the Purchase Order.

All financial settlements, invoices and reports rendered to Purchaser shall reflect properly the facts of all activities and transactions handled for the account of Purchaser and may be relied upon as being complete and accurate by Purchaser or its representatives for whatever purpose.

### 16.3 Sanctions and export controls

Supplier represents warrants that it will comply with all applicable Sanctions and Export Control Laws in performing the Purchase Order, including, but not limited to, by obtaining all required government licenses for the export, re-export, import or transfer of items (goods, technology or software/source code) pursuant to this Purchase Order.

Supplier represents warrants that neither it, nor any individual or entity owning 50% or more of Supplier, or that in any other way controls Supplier directly or indirectly, nor to its knowledge any subcontractors or their contractors and subcontractors, is listed on a Trade Control List, or owned (in whole or in part) or otherwise controlled, directly or indirectly, by any individual, organization or entity listed on a Trade Control List. Supplier undertakes to immediately notify the Purchaser's Representative in writing should it become aware of any changes in this respect.

In the event Supplier or a party owning 50% or more of Supplier or that in any other way controls Supplier (directly or indirectly), is or becomes listed on any Trade Control List, this shall be regarded as a substantial breach of the Purchase Order.

Supplier shall provide Purchaser with information on Export Controlled Items, including export control jurisdiction and classification of Export Controlled Items and copies of any export/import licenses and any information supporting applicable exceptions to licensing requirements, related to items furnished or activities undertaken pursuant to the Purchase Order.

Nothing in the Purchase Order requires any Party to take any action or refrain from taking any action, where doing so would be prohibited or penalized by applicable Sanctions or Export Control Laws.

For the purpose of this Article 16.3, the following definitions shall apply:

**"Sanctions"** means any laws, regulations or

executive orders adopted, maintained or enforced by the United Nations, European Union or the United States of America directed at prohibiting or restricting dealings with certain countries, territories, governments or specially designated individuals or entities.

**"Export Control Laws"** means all export control, import, and anti-boycott laws, regulations, orders, directives, designations, licenses, or decisions imposed by the United States or any other country with jurisdiction over any activities conducted pursuant to this Purchase Order.

**"Export Controlled Items"** means any goods, software, technical data, or technology identified by the U.S. government as a military or dual-use item or an item controlled by nuclear regulatory authorities.

**"Trade Control List"** means any list of sanctioned individuals, organizations or entities adopted, maintained or enforced under any Sanctions or Export Controls Laws (including, without limitation, the United States List of Specially Designated Nationals and Blocked Persons, Denied Persons, Unverified, and Entity Lists, the European Union consolidated list of restricted parties, and any list of parties designated under United Nations Security Council Resolutions).

### 16.4 Anti-money laundering and terrorist financing

Supplier represents and warrants that Supplier and its owners, affiliates, officers, directors, employees, agents, representatives, and, to its knowledge, any subcontractors and their contractors and subcontractors, insofar as involved in performance of the Purchase Order:

- a) have conducted and will conduct all activities in compliance with anti-money laundering statutes, legislation and governmental directives applicable to Supplier;
- b) have not and will not conceal or disguise the origin, source, location, disposition, movement or ownership of property knowing that such property is the proceeds of crime; and
- c) have not and will not engage in transactions with, or provide resources or support to, individuals or organizations associated with terrorism.

Any act or omission in violation of this Article 16.4 b) and c) constitutes a substantial breach of the Purchase Order.

### 16.5 Human rights

Supplier shall take effective measures to ensure that its performance of the Purchase Order respect Human Rights consistent with the United Nations Guiding Principles on Business and Human Rights (2011). To this effect, Supplier, in connection with performance of the Purchase Order, shall:

- a) take all reasonable steps to avoid, or otherwise appropriately address or remedy, including through the establishment of appropriate grievance mechanisms, adverse impacts on Human

Rights which it or any of its affiliates (the parent company of Supplier or any subsidiary of Supplier or subsidiary of the parent company of Supplier), or any officer, director, agent, representative or employee of Supplier or such affiliates may cause or contribute to;

- b) take reasonable steps to seek to prevent or mitigate adverse human rights impacts to which Supplier or any of its affiliates' operations, products or services are directly linked through a business relationship; and
- c) take all reasonable measures in order to ensure that no officer, director, agent, representative or employee of Supplier or affiliates take part in or support, whether through acts or omissions, Modern Slavery Act 2015 or any other applicable bodies of law.

Purchaser's Supplier Declaration, if signed, provides a non-exhaustive specification of certain matters entailed by Supplier's obligations above.

In the event Supplier fails to comply with the obligations set out in Article 16.5 above, Supplier shall on its own initiative or upon Purchaser's request, promptly identify and implement the actions necessary to cure such breach.

If a breach of the obligations in Article 16.5 above is not cured by Supplier within reasonable time or repeated breaches of these obligations occur, this shall be regarded as a substantial breach of the Purchase Order.

For the purpose of this Article 16.5, the following definitions shall apply:

**"Human Rights"** means all internationally recognized human rights including those set out in the Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966) and the International Covenant on Economic, Social and Cultural Rights (1966) (collectively the International Bill of Human Rights), the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, applicable standards of international humanitarian law, and the Voluntary Principles on Security and Human Rights.

**"Modern Slavery"** means all forms of slavery, human trafficking, servitude or forced labour as defined in article 4 of the European Convention for the Protection of Human Rights and Fundamental Freedoms (1950).

#### 16.6 Fair competition

Supplier shall not engage in any anticompetitive business practice aimed at limiting or impairing full and open competition for products and services provided by Supplier to Purchaser, such as price-fixing, bid-rigging, market sharing or abuse of market power.

#### 16.7 Data protection

To the extent Supplier processes personal data on behalf of Purchaser, Supplier will take the role as processor and the Purchaser will be the controller, as defined in applicable data protection laws and regulations. As processor of personal data on behalf

of Purchaser, Supplier warrants and represents compliance with applicable data protection laws and regulations and Purchaser's information management requirements, as applicable from time to time. Supplier shall not process personal data without Purchaser's written consent. Such consent may be made subject to additional terms and conditions concerning Supplier's processing of personal data.

Supplier shall, where subcontractors (sub-processors) are involved in performance of the Purchase Order, ensure that applicable data protection laws and regulations and, when applicable, the same data protection obligations as set out in Purchaser's information management requirements, are imposed on such subcontractors.

#### 16.8 Supplier's contact with third parties

In the event that Supplier is authorized to represent Purchaser before any third party, including but not limited to any governmental entity, Supplier shall follow Purchaser's Code of Conduct when acting as such intermediary.

#### 16.9 Vetting and monitoring of subcontractors (integrity due diligence)

Supplier shall when selecting and using subcontractors in connection with performance of the Purchase Order:

- a) prior to entering into a contract, conduct a risk-based vetting of all subcontractors in order to assess the risk of subcontractor acting inconsistently with the provisions contained in this Article 16.9. Supplier shall only select subcontractors where, in Contractor's reasonable opinion, the identified risk can be effectively mitigated.
- b) during the term of the contract, take appropriate steps to monitor if its subcontractors are acting consistently with the provisions contained in this Article 16.9. If Supplier becomes aware that subcontractor is acting inconsistently with this Article 16.9, it shall without undue delay take all reasonable steps to ensure that subcontractor changes any such conduct; and appropriately document its vetting and monitoring activity in relation to subcontractors.

### 17 FORCE MAJEURE

- 17.1 A force majeure event is any occurrence that is outside of the control of a Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into this Purchase Order, and could not reasonably avoid or overcome it or its consequences.

A Party shall not be considered to be in breach of this Purchase Order for the duration of the force majeure event as long as this event remains the cause the Party is not able to fulfill its obligations.

However, each Party shall have a duty to



mitigate the consequences of a force majeure event to the best of their abilities, including if necessary, subcontracting the work to a third-party for completion.

In the case of force majeure, each Party shall cover its own costs resulting from the force majeure situation.

The Party invoking force majeure shall immediately notify the other Party in writing of the force majeure situation, the cause of delay and the presumed duration thereof. Failure to notify the other Party of such an event shall render the Party liable for the direct costs that would have been avoided if proper notice was given.

If the force majeure event lasts for more than 60 days, or it is obvious from the circumstances that it will last for more than 60 days, the Purchaser shall be entitled to cancel the Purchase Order. The Parties may agree upon a delivery of the unfinished Goods for completion by a third party.

## 18 INTELLECTUAL PROPERTY RIGHTS

For the purpose of this Article 18 Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, (v) know how and trade secrets, and, (vi) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

- 18.1 Subject to 18.2 and 18.4, all Intellectual Property in and related to the Work, including the documents, which are developed by Supplier Group in connection with the Work or otherwise arising out of the Work, shall be the property of Purchaser.
- 18.2 The Parties agree that all Intellectual Property owned by a Party prior to entering into the Purchase Order will remain the property of that Party.
- 18.3 All Intellectual Property in information provided by Purchaser in connection with the Purchase Order (including but not limited to drawings, documents, specifications, technical information, computer programs and the like) shall remain at all times the property of Purchaser or End Client. Such Purchaser information shall not be used by Supplier other than for the purpose of the Work and shall, upon written request by

Purchaser, be returned to Purchaser when the Work is completed.

- 18.4 Supplier shall maintain ownership of inventions, developments and enhancements of Supplier Intellectual Property, in addition to Intellectual Property produced independently of the Purchase Order, unless any of such are based in whole or in part on information provided by Purchaser, in which event they shall be owned by Purchaser.
- 18.5 Supplier shall notify Purchaser of any Intellectual Property which Purchaser shall obtain ownership of, or rights to, hereunder, and Supplier shall provide the necessary assistance to enable Purchaser to acquire such rights. Purchaser shall pay Supplier for all reasonable costs in connection with such assistance in accordance with applicable law.
- 18.6 Supplier shall provide and grant to Purchaser and End Client and to anyone authorized by Purchaser and End Client an irrevocable, perpetual, transferable, royalty-free, worldwide, non-exclusive license to all Intellectual Property owned by Supplier hereunder to the extent necessary for Purchaser, End Client or their transferees to utilize the Work, including the engineering, procurement, construction, installation, operation, maintenance, modification, adaptation and repair of such. Said license may be freely assigned to any end user of the Work.
- 18.7 Supplier shall indemnify and hold harmless Purchaser Group against any actual or alleged claims and proceedings, including legal fees, by Purchaser Group or third parties with regard to infringement or violation of any Intellectual Property rights, in any jurisdiction, in connection with the Work.

## 19 CONFIDENTIAL INFORMATION

- 19.1 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.
- 19.2 Article 19.1 shall not apply if such information:
- is already known to the party in question at the time the information was received, or
  - is or becomes part of the public domain other than through a fault of Purchaser Group or Supplier Group, or
  - is rightfully received from a third party, without an obligation of confidentiality
  - is required to be disclosed by law or any Stock Exchange rules.
- 19.3 Each of the parties may, however, use or disclose confidential information to a third party, to the extent necessary for the performance of and control of the Work and use of the Goods. In such cases the parties shall ensure that the third party signs a written confidentiality

agreement in accordance with this Article 19.

- 19.4 The Supplier shall not issue any press release or other public information that advertises that this Purchase Order has been entered into, without the express consent of the Purchaser.

## **20 ASSIGNMENT**

The Supplier shall not assign, transfer or novate its obligations and rights under this Purchase Order without the prior written consent of the Purchaser.

The Purchaser is entitled to fully assign its rights and obligations under this Purchase Order, fully or partly to any third party.

## **21 LAW AND DISPUTE RESOLUTION**

This Purchase Order shall be governed and interpreted in accordance with Norwegian law.

Disputes arising in connection with or as a result of the Purchase Order, and which are not resolved by mutual agreement, shall be settled by court proceedings. Unless expressly agreed otherwise by the Parties, any court proceeding shall be brought before Oslo District Court.