

## General Terms and Conditions:

### 1. Introduction

- 1.1 These General Terms and Conditions set out the terms and conditions that apply to the purchase of Goods and/or Services (as applicable) by Solstad Offshore ASA from the Seller unless the parties have expressly agreed otherwise in writing.
- 1.2 For the avoidance of doubt, any terms and conditions stated in Seller`s order confirmation shall not apply and are automatically voided.

### 2. Definitions and Interpretations

In these General Terms and Conditions, the following expressions shall have the following meaning:

**“Solstad Offshore ASA Affiliate” or “Affiliate”** means Solstad Offshore ASA a company incorporated and registered in Norway with organization number 945 883 294 whose registered office is at Nesavegen 39, 4280 Skudeneshavn, Norway or any companies, affiliate or entity that is directly or indirectly controlled, under control or under management by Solstad Offshore ASA.

**“Buyer”**, means the Solstad Offshore ASA Affiliate that sends a Purchase Order (PO) to order Goods and/or Services (as applicable).

**“Seller”**, means the company receiving and delivering this order according to the issued PO, as described in the Company`s Purchase Order (PO).

**“Goods”** means any products, parts, spare parts, consumables etc. that the buyer is ordering/buying from the seller.

**“Service”** means the services to be supplied by Seller under the PO, including the results of those services.

**“Purchase Order” or “PO”** means an order for Goods and/or Services submitted in writing by the Company or any Affiliate to the Seller which shall incorporate these General Terms & Conditions.

**“Purchase Order number”** means the reference number on any Purchase Order assigned by the Buyer.

**“Purchase price(s)”** means the price of the Goods and/or Services (as applicable) as set out in the Purchase Order or as otherwise agreed in writing by the parties to be applicable to the supply.

**“Complete Delivery”** Unless otherwise provided in the PO, delivery shall not be deemed to have taken place until the Goods and/or Services have been received in the agreed-upon quantity, quality, and condition, within the specified

timeframe described in the PO, and with all certificates of approval, test certificates and other certification or necessary documentation required according to the PO.

### 3. Confirmation of Purchase Order (PO)

- 3.1 After the issuing of a PO from the Buyer, the Seller shall immediately, and no later than within two (2) working days, confirm or invalidate the PO. Seller shall endeavor to confirm the PO within 24 hours.
- 3.2 If Seller fails to confirm the PO, Buyer may cancel the PO without any liability towards the Seller.
- 3.3 A binding agreement between the parties has been reached, when the Seller confirms a PO issued by the Buyer.
- 3.4 If confirmed delivery date is not met, Buyer reserves the right to cancel the PO and/or return the Goods, at the Seller`s expense, without any liability on the part of Buyer.

### 4. Prices, Fees, Charges

- 4.1 The prices, fees, and charges of the Goods and/or Services shall be stated on the PO.
- 4.2 The price shall be in the currency agreed in the PO and on the order confirmation.
- 4.3 Apart from VAT and Taxes when applicable, the fees and charges shall include all costs and expenses, whether internal or external, direct, or indirect incurred by Seller in complying with the obligations set out in these General Terms and Conditions.

### 5. Invoicing and Payment

- 5.1 Unless otherwise agreed, the seller shall be entitled to invoice the Buyer on or at any time after the Complete Delivery of the Goods and/or Service have taken place, as per specified on the PO.
  - The seller may not send invoices before the goods are delivered, and the Buyer is under no obligation to pay such invoices.
  - Buyer will pay all correct invoices (net of any agreed discounts, rebates, or other sums due) sixty (60) days after receipt of such invoice.
  - Buyer`s obligation to pay any invoice is suspended all together if any part of the invoice is in dispute. The Buyer`s obligation to pay will commence when dispute is settled.
  - If the Invoice has not been received within ninety (90) days after Complete Delivery of Goods and/or Service, the Invoice will be rejected without liability to the Buyer.
- 5.2 Invoices shall be in English, addressed to Buyer and include all necessary references to the specific goods and services provided and Buyer`s references including Buyer`s name, contact person and department, PO number, place of delivery, quantity, and description of the Goods

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- and/or Services (in the same sequence as in the PO).
- 5.3 With regards to taxes each invoice shall show
- the governing VAT rate applicable to the charges being invoiced.
  - the VAT registration number of Seller.
  - the VAT registration number of Buyer; and when applicable, the EORI number of Seller and Buyer.
- 5.4 Split- or part Invoicing will not be accepted, unless agreed in writing between the parties and specified on the PO.
- 5.5 Delivery of goods to the Buyer`s vessels is exempt of duty and therefore shall not be charged VAT.
- 5.6 Invoices for Service Jobs shall be supported with:
- Time Sheets (duly signed by Buyer`s Rep.)
  - Service Report
  - Other relevant documents such as Certificates etc.
- 5.7 All invoices must be submitted electronically through an agreed and accepted electronic format.

### 6 Delivery, Title, Risk and Returns

- 6.1 Unless otherwise provided in a PO, goods shall be delivered DAP (Incoterms® 2020).
- 6.2 The place of delivery shall be specified in the PO and shall be as geographically specific as possible in naming the port, place, or point.
- 6.3 The risk and title transfer from Seller to Buyer when the Goods are considered to be delivered in accordance with the said Incoterms® 2020 rules. The Goods shall be accompanied by all necessary customs invoices and delivery notes (issued in duplicates in English), advice notes, bills of lading and other documents ordinarily accompanying such Goods.
- 6.4 Services shall be delivered at the time and place stated in the PO.
- 6.5 Risk and title shall pass to Buyer upon approved completion of the Services, unless otherwise provided in the PO. Seller shall retain title and risk, and remain responsible for, all Rental Goods.
- 6.6 If the Seller is in default, the delivered Goods will be returned to the Seller and the Seller will be informed in a timely manner by the Buyer. The Seller shall immediately issue a Credit Note to the Buyer with reference to the original PO and invoice number. The Seller will be liable for all costs incurred by the Buyer because of the default of the Seller.
- 6.7 Delivered standard equipment, components and/or wear and tear spare parts, may be returned to seller during a period of up to 12 months, from the date of delivery to Buyer, provided:  
Equipment, components and/or spare parts are returned to seller with information about buyer`s order number, name of the vessel and preferably seller`s reference number and such equipment, components and/or spare parts are in unused and good condition.
- 6.8 Returning such spare parts shall initiate 100% percent credit to buyer, excluding packing and/or transportation cost.
- 6.9 For purpose-built equipment, components and/or spare parts and standard equipment, components and/or wear and tear spare parts returned to Seller after a period of 6 months from the date of delivery to buyer a return fee shall be agreed upon between buyer and seller on a case-by-case basis.

### 7 Packing, Marking and Documentation

- 7.1 Unless set out differently in a PO, all Goods delivered (including each successive delivery) shall be packed in non-wooden packaging, presented with a “Non-wooden Packaging Declaration” or alternatively approved wooden packaging, i.e., bark- free and heat or fume-treated carrying an official certificate from the exporting Government approving the above treatment, in accordance with ISPM 15.
- 7.2 If the above requirements are not complied with, Buyer has the right to reject the delivery or re-package the Goods at Seller`s expense.
- 7.3 All Goods shall be delivered in secure and appropriate packing suitable for domestic or overseas transport with due consideration to the generic nature and composition of the Goods supplied.
- 7.4 Each PO must be packed separately to ensure proper registration and receipt. Seller is allowed to pack several POs on the same pallet, as long as each PO is packed in its own package. Pallets containing packages for several POs shall be labelled with an A4 sized sign “Mixed Pallet” or “Split Pallet”.
- 7.5 Seller must pack multiple packages for a single PO on the same pallet. Seller may not split a PO with multiple packages over several pallets unless the PO is so large that it fills one pallet and needs to be packed on a second pallet. Seller shall otherwise follow any reasonable handling and packing instructions provided by Buyer.
- 7.6 Each delivery shall be clearly marked with Buyer`s name and address, Buyer`s PO number, vessel name, place of delivery, consignee, and relevant identifying description on the exterior of the package(s) and be included in the documentation.
- 7.7 For Dangerous Goods deliveries, such as, but not limited to explosives, gases, flammable liquids and solids, oxidizers, poisonous-, radioactive-, corrosive-, batteries or other dangerous goods, items shall be packed and loaded in conformity with any and all relevant regulations and laws and packages must be loaded separately if necessary. *These items must also be delivered with appropriate Dangerous Goods Declaration / Shippers Declaration.*

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- 7.8 If a Seller delivers Dangerous Goods (or hazardous Goods), Seller shall deliver a Safety Data Sheet (“SDS”) written in English to Buyer together with such Goods. Seller shall also send a .pdf copy of such SDS to such email address as may be notified by Buyer prior to each first-time delivery and subsequently after each revision or update. Seller shall pay for all costs in connection with preparation of the SDS. The SDS shall comply with all applicable laws.
- 7.9 All Dangerous Goods (or hazardous Goods) delivered shall be accompanied by easily understandable instructions (SDS and Product Data Sheet) in English and such other documentation (e.g., a dangerous goods declaration or marine pollutants declaration) as may be required by applicable law or necessary to ensure safety in handling, transport, storage, or use.
- 7.10 With regard to Directive (EU) 2014/90 (Marine Equipment Directive), marine equipment affixed with the Wheel Mark® shall be accompanied by a valid EU declaration of conformity.
- 7.11 For shipments where freight cost is to be covered by the Buyer, the Seller shall contact the appointed Freight Forwarder for shipping arrangement. Other unauthorized arrangements will not be accepted, unless agreed to by the Buyer in writing.
- 7.12 Seller is requested to provide a full set of shipping documents to the Buyer, or the appointed freight forwarder at departure of the shipment. Shipping documents shall include shipping invoice containing all information listed in PO instructions and packing list.
- 7.13 If the buyer postpones the delivery date, the seller shall accept up to six (6) weeks, without any additional and/or extra cost to the Buyer.
- 7.14 Buyer reserves the right to cancel the purchase order in case of a delay in delivery, including delays due to Force Majeure, exceeding thirty (30) days in duration, without any cost to buyer.
- 7.15 Further to SOLAS Regulation II-1/3-5 and MARPOL Annex VI Regulation 12, the Seller is committed to document that any goods, or items delivered to Buyer, do not contain Asbestos or Ozone-depleting substances (CFCs). In regard to Regulation (EU) 1257/2013 (EU SRR) and the Hong-Kong Convention (HKC), the seller shall take particular note of the specific requirements to document, by way of Material Declaration (MD) and Suppliers Declaration of Conformity (SDoC), the presence of hazardous materials listed in the relevant legal instruments, when delivering structure material, machinery and equipment intended to be securely fitted with the ship. The same applies to spare parts and replacement items intended to be securely fitted with the ship when used.

## **8 General obligations of the parties**

- 8.1 Purchases of Goods shall be governed by and construed in accordance with those provisions of the Norwegian Sale of Goods Act, or when the Seller does not have its place of business in Norway, the United Nations Convention on Contracts for the International Sale of Goods (CISG), that do not conflict with these terms.
- 8.2 For the provision of Services and mixed purchases of Goods and Services, the Norwegian Sale of Goods Act shall be applied where suited. When the Seller does not have its place of business in Norway, the CISG shall be applied where suited, and Article 3 second paragraph of the CISG is thus excluded.
- 8.3 Any terms proposed by the Seller after PO has been issued by the Buyer contradicting these General Terms and Conditions, are precluded from applying.

## **9 Obligations of the Seller**

- 9.1 The Seller shall deliver the Goods and services, hand over any documents relating to them and transfer the ownership of the Goods, in accordance with the PO and these Terms & Conditions.
- 9.2 Seller warrants and undertakes that The Goods are of the quantity, quality and description required by the PO and are contained or packaged appropriately for its preservation and protection and in the manner required by the PO, and that Goods are free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- 9.3 Services shall be delivered in accordance with market standards and first-class professional practices, or such other level of standards agreed between the Parties.
- 9.4 Software up-grade shall be logged and recorded in vessel’s file.
- 9.5 Seller shall notify Buyer’s representative when work is completed and provide Buyer with Time Sheet and other relevant documents.
- 9.6 Buyer’s representative shall approve the performance of the Service including quality of work.
- 9.7 When applicable Acceptance test shall be carried out in the presence of the Buyer’s representative. Relevant operational data shall be logged and included in the Documentation/Service Report.
- 9.8 Any deviation to plans shall be addressed to and approved by the Buyer’s representative, including change in scope and time of commencement of Service.
- 9.9 Seller shall without undue delay, notify Buyer of any errors discovered.
- 9.10 Subject to the prior written consent of the Buyer, the Seller may use Subcontractors when delivering Goods and Services in accordance with the PO.

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9.11 Seller shall require its Subcontractors to comply with these General Terms and Conditions, and the Seller shall be fully responsible for the satisfactory completion of all its subcontracted work.

### **10 Obligations of the Buyer**

10.1 Buyer shall pay the price for the Goods and Services and take delivery of the Goods as required by the PO and these General Terms and Conditions.

### **11 Breach and Remedies**

11.1 After taking a Complete Delivery of the Goods or Services, the Buyer must examine the Goods or the Services delivered, or cause them to be examined, within as short a period as is practicable in the circumstances. Notwithstanding, the Buyer is under no obligation to examine the Goods before the Goods have reached their final destination.

11.2 In the event of non-conformity, the Buyer shall give notice to the Seller specifying the nature of the lack of conformity within a reasonable time frame after it has been discovered, or ought to have discovered it, and at the latest within a period of two years from the time of delivery.

11.3 The Seller is entitled to remedy any defect, provided that such remedy does not cause the buyer unreasonable inconvenience or unreasonable expense.

11.4 Where the Seller fails to remedy said defect, the Buyer may choose to make use of the remedies available to the Buyer in accordance with these general terms and conditions.

11.5 The Buyer has the burden of proving the existence of a contractual defect.

11.6 If the Seller fails to perform any of his obligations as required by the PO and/or these General Terms and Conditions, the Buyer may exercise remedies in accordance with the provisions of the Norwegian Sale of Goods Act or CISG, whichever is applicable under Clause 8.

11.7 Additionally, and without limiting the remedies available to the Buyer according to the Norwegian Sale of Goods Act or CISG, in the event of non-delivery, delayed delivery or failure to timely deliver correct and non-defective Goods or Services, the Buyer may at the Seller's expense and without any liability on the part of the Buyer:

- (a) Require that the Seller pay liquidated damages of 0,5% (zero point five per cent) for each day of delay of the total purchase price to be paid under the PO, up to a maximum of 5% (five per cent) and / or
- (b) Require that the Seller immediately deliver by the fastest means of transport available (airfreight included), or
- (c) Terminate the PO and/or return the Goods.

11.8 To avoid termination of the PO, if within twenty four (24) hours after written notice from the Buyer, the Seller has failed to propose a solution accepted by Buyer regarding the Seller's failure to

perform, the Buyer may step in and suspend the Seller's performance under the PO, including but not limited to sourcing the specific Goods and/or Services from a third-party supplier.

11.9 The Buyer is entitled to recover reasonable costs from the Seller in exercising its step-in rights under this Clause.

### **12 Indemnity**

12.1 Buyer shall be responsible for and shall save, indemnify, defend, and hold protected Seller Group from and against all Claims in respect of:

- loss of or damage to property of Buyer Group arising from, relating to or in connection with the PO; and
- personal injury including death or any form of illness, disorder, or disease whatsoever (mental, physical, or otherwise) to any member of Buyer Group arising from, relating to or in connection with the PO; and
- personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Buyer Group. For the purposes of this Clause "third party" shall mean a Person which is not a member of Buyer Group or Seller Group.

12.2 Seller shall be responsible for and shall save, indemnify, defend, and hold protected Buyer Group from and against all Claims in respect of:

- loss of or damage to property of Seller Group whether owned, hired, leased, or otherwise provided by Seller Group, arising from, relating to or in connection with the PO; and
- personal injury including death or any form of illness, disorder, or disease whatsoever (mental, physical, or otherwise), to any member of Seller Group arising from, relating to or in connection with the PO; and
- personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Seller Group. For the purposes of this Clause "third party" shall mean a Person which is not a member of Buyer Group or Seller Group.

### **13 Health, Safety, Environment, Quality and Security**

13.1 Seller shall have, maintain, and implement a documented and auditable Health, Safety, Quality and Security management system, in accordance with NS-EN-ISO-9001-2015 or equivalent.

13.2 The established regime shall ensure safe performance of the Services in accordance with applicable laws and regulations at any location where the Services are performed.

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- 13.3 Service personnel shall comply with and have knowledge of safety requirements valid for the worksite, including use of Personal Protection Equipment (PPE) and any ISPS regulation.
- 13.4 Buyer is responsible to ensure Safe Working Conditions while onboard the vessel.
- 13.5 Whenever the Seller's employees, Sub-contractors, agents, and representatives need to go to the facilities of the Buyer or of its Contractors or Sub-contractors, the Seller agrees to take full responsibility for the safe and suitable conduct of its employees, according to all statutory requirements, local rules and HSE regulations.
- 13.6 Any person that goes to the Buyer's work site to provide services must, before starting the job, read all the Buyer's work site rules and safety manual.
- 13.7 While onboard a vessel Service Personnel may be subject to Drug & Alcohol testing. Use of Drug or Alcohol is strictly prohibited and will under no circumstances be accepted and any misuse may lead to:
- Involved Person(s) may be removed from the Vessel.
  - PO may be cancelled by Buyer.
  - All costs involved will be for Seller's account.
- 13.8 Whenever the Seller's employees, Sub-contractors, agents, and representatives need to go to the facilities of the Buyer or of its Contractors or Sub-contractors, the Seller agrees to take full responsibility for the safe and suitable conduct of its employees, according to all statutory requirements, local rules and HSE regulations.
- 13.9 Any person that goes to the Buyer's work site to provide services must, before starting the job, read all the Buyer's work site rules and safety manual.
- 13.10 Within a reasonable time after advance written notice, the Buyer has the right to perform audits and inspections at the Sellers and the Sub-Contractors premises to ensure that the Goods or Services are supplied in accordance with the PO.
- 13.11 The seller shall without any additional cost to the buyer, offer the necessary assistance and support. The buyer shall immediately advise the seller of any errors discovered/uncovered during these inspections so that the error can be corrected before delivery of any goods or service (as applicable). Any inspections etc. do not relieve the seller from full responsibility to deliver the goods and/or services (as applicable) in accordance with these General Terms and Conditions and PO.

### **14 Responsibility, Transparency, Human Rights, Environment and Sanctions**

- 14.1 Both Parties commit to integrating due diligence policies in their own operations aimed to identify actual or potential adverse human rights and environmental impacts, prevent, or mitigate potential impacts, bring to an end or minimize actual impacts, establish and maintain

complaints procedures, monitor the effectiveness of the due diligence policy and measures, and publicly communicate on due diligence.

- 14.2 Both Parties commit to responsible business conduct and shall ensure compliance with the United Nations Global Compact (UNGC), OECD Guidelines for Multinational Enterprises, similar regionally applicable standards and, with particular regards to safeguarding labor rights and basic human rights in the supply chain, the Norwegian Transparency Act.
- 14.3 Both Parties commit to exercising due diligence in ensuring the compliance with laws, regulations, orders, and standards for responsible business conduct regarding restrictive measures (sanctions) imposed by the EU, any EEA-state, the UK, the USA, and any other State where the Parties operate.
- 14.4 Both Parties shall comply with and shall ensure that all but not limited to contractors, sub-contractors, sub-suppliers, agents and consultants comply with all national or international laws, rules, regulations, orders, conventions, directives or ordinances applicable to the delivery or performance of the Goods and/or Services and/or relate to the provision, licensing, approval or certification of the Goods and/or Services, including but not limited to those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, International Bill of Human Rights, subcontractor selection, discrimination, data protection and privacy.
- 14.5 Seller self-certifies that the seller and its supplier[s], comply with the above and the principles for responsible business conduct laid down in the Solstad Supplier Code of Conduct, available on [www.solstad.com](http://www.solstad.com)
- 14.6 Seller Group shall ensure that its operations are compliant with the environmental laws, regulations, legal agreements and permits, relevant to the geographic locations of its facilities.
- 14.7 Seller Group shall support a precautionary approach to environmental challenges. It shall undertake initiatives to promote greater environmental responsibility and encourage the development and use of environmentally friendly technologies and solutions. Seller Group shall continuously seek to maintain a low climate footprint.
- 14.8 Both Parties shall comply with all applicable EU, UK or U.S. comprehensive and targeted sanction regulations. The Buyer shall not purchase products from the Seller in connection with vessels flagged in or operated in a State or region subject to said sanctions, nor vessels under charter to, or owned or managed by, a person or company subject to said sanctions. The Seller warrants that Seller is not subject to EU, UK, or U.S. sanctions, nor acting as agent or proxy for any



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person with whom transactions are prohibited or restricted due to said sanctions, and that any Goods sold or delivered in accordance with the Agreement have not been manufactured in or exported from a place that is subject to said sanctions.

14.9 Both Parties shall act with due diligence and refrain from exposing the other Party to risk of sanctions violation.

14.10 All costs incurred in complying with this Clause shall be for the sole account of Seller and Seller shall indemnify and hold Buyer protected from all fines, penalties and all associated expenses arising out of or resulting from the violation by Seller of any of its obligations in this Clause. Buyer shall have the right to undertake or to appoint at its own cost a designated representative to audit and verify Seller's compliance with this Clause, including by inspection of Seller's premises.

14.11 If a Party exposes the other to risk of sanctions violation, or to risk of fundamental breach of a Party's commitment to responsible procurement, transparency, human rights and environmental responsibility, the Parties may terminate the Agreement and any order placed in accordance with the Agreement and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made under the Agreement, where Buyer shall pay Seller the value of the supplied Goods and/or Services in accordance with the Agreement and as agreed between the Parties. The Party invoking this clause shall, as soon as possible, notify the other Party thereof in writing.

### **15 Personal Data**

15.1 Neither party shall transfer or otherwise allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party.

15.2 Both parties shall comply with applicable laws and best practices relating to data privacy and data security.

15.3 With regard to Regulation (EU) 2016/679 (GDPR), Buyer and Seller shall if considered necessary enter into a data processing agreement.

15.4 Seller shall provide Buyer with all relevant information needed to complete the appendix to the data processing agreement.

### **16 Intellectual Property Rights**

16.1 Seller grants to Buyer and its Group Entities a worldwide, royalty-free, perpetual, irrevocable, transferable, and non-exclusive license to use any and all Goods, Services, and Intellectual Property Rights, to the extent necessary for Buyer and/or its Group Entities (to enjoy the full benefit of the Goods and Services for such purpose as intended under the PO).

### **17 Insurance**

17.1 Seller shall have and maintain, and procure that Seller Group has and maintains, insurance coverage in accordance with good international industry practices and applicable law, including workers' compensation/employer's liability insurance and travel insurance for their Personnel.

17.2 And to the extent relevant for the services provided by Seller; all risks cover for Seller Group's property; commercial general liability insurance including products and completed operations, pollution and contractual liability; all risks transport/cargo insurance cover for all Goods provided by Seller; and, where applicable, comprehensive automobile liability insurance, as well as such other insurance as Seller deems appropriate in connection with fulfilling the duties under these General Terms and Conditions, e.g. professional liability, for the specific period, at its expense with a reputable insurance company, properly safeguarding Seller against its liability hereunder. Such insurance policies must include provisions whereby full coverage is also afforded offshore when the Services/deliveries involve offshore activities and with freedom to enter into knock-for-knock liability regimes as appropriate at Seller's discretion and, in such case, grant additional assured status to Buyer Group, as customary within offshore.

### **18 Confidentiality**

18.1 The Receiving Party shall use the Confidential Information only for the purposes of the PO. The Receiving Party will keep the Disclosing Party's Confidential Information confidential and shall not, without the Disclosing Party's prior written consent directly or indirectly disclose or make available any of it to any Person other than in accordance with this PO.

18.2 Information that the Buyer is required by law to disclose, including but not limited to information requests under the Norwegian Transparency Act, is exempted from this Clause.

18.3 Seller is not permitted, without prior written consent from Buyer, to use Buyer's name or any commercial relation with Buyer Group for the purpose of advertising or as a reference.

### **19 Force Majeure**

19.1 Neither Party shall be responsible for any failure to fulfil any term or condition of the PO caused by an unforeseen, extraordinary, and serious event not within its control and not caused by its default or error and which it could not reasonably have provided against by exercising due diligence and/or applying reasonable resources.

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- 19.2 Such events shall include war/warlike operations, acts of piracy, acts of terrorist, generally imposed trade restrictions, epidemic/pandemic, natural disaster, radioactive/ chemical/biological contamination, fire, cyber security incident, power supply failure and any other similar incident.
- 19.3 Such events shall not include economic hardship, including adverse weather conditions, strikes or industrial disputes by labor employed by the affected Party, its subcontractors or its Sellers, or changes to any applicable law or the judicial interpretation thereof, or the introduction of any new applicable law.
- 19.4 If a Force Majeure event continues for seven (7) consecutive days, the Parties may terminate the PO and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made, where Buyer shall pay Seller a fair value of the supplied Goods and/or Services in accordance with the PO. The Party invoking force majeure shall, as soon as possible, notify the other Party thereof in writing.

### **20 Assignment**

- 20.1 Seller shall not be entitled to assign or otherwise transfer any rights or obligations under the PO without the prior written consent of Buyer. Any such attempted assignment shall be void.

### **21 Priority of Documents**

- 21.1 In case of contradiction, any Framework agreement and/or specific Project Contract and/or PO shall prevail over these General Terms and Conditions

### **22 Governing Law and Disputes**

- 22.1 The PO shall be governed by and construed in all respects in accordance with the laws of Norway.
- 22.2 Any dispute, controversy or claim arising out of or in connection with the PO, or the breach, termination, or invalidity thereof, and which is not settled by mutual agreement, shall be subject to the jurisdiction of the ordinary courts of Norway, with Haugaland og Sunnhordland District Court (Haugaland og Sunnhordland tingrett) as the agreed legal venue.