

1 DEFINITIONS

- 1.1 Conditions shall mean these terms and conditions.
- 1.2 Delivery Date shall mean the date(s) stated in the Purchase Order for the completion of the Work or the delivery of parts thereof.
- 1.3 Force Majeure shall mean an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Purchase Order and could not reasonably have overcome it or avoided its consequences.
- 1.4 Material Specification (MS) shall mean the detailed product specification referenced to in the purchase order by Nexans Norway.
- 1.5 Purchaser shall mean Nexans Norway AS.
- 1.6 Purchaser Group shall mean Purchaser, its clients, its other contractors and suppliers, its and their parent, subsidiary and affiliated companies and the employees and agents of all of them to the extent they are involved in the Work.
- 1.7 Price shall mean the sum(s) payable by Purchaser to Supplier as specified in the Purchase Order for the performance of the Work.
- 1.8 Purchase Order shall mean the order for the performance of Work constituting an agreement between Purchaser and Supplier.
- 1.9 Supplier shall mean the person, firm or company as specified in the Purchase Order and to whom the Purchase Order is issued.
- 1.10 Supplier Group shall mean Supplier, its suppliers and their suppliers, its and their parent, subsidiary and affiliated companies and the employees and agents of all of them.
- 1.11 Third Party means any party other than Supplier Group and Purchaser Group.
- 1.12 Work means the Goods to be provided and/or any services to be performed under a Purchase Order, including any required documentation.

2 GENERAL

- 2.1 The documents of the Purchase Order consist of and shall in the event of any conflict between them be given priority in the following order: i) the Purchase Order, ii) the Material Specification, iii) these Conditions and iv) any other documents referenced therein.
- 2.2 Supplier's start of performance of the Work under this Purchase Order shall constitute acceptance of the Purchase Order, its terms and conditions and all referred documents. Any reservations or discrepancies in any order confirmation from Supplier shall be of no effect unless clearly agreed in writing by Purchaser.
- 2.3 Notifications and correspondence in connection with the Purchase Order shall be in English and shall be submitted in writing to the relevant party's representative. Minutes of meetings signed by the parties' representatives shall be counted as written notification, except for correspondence related to variations, which is subject to the procedure in Article 4.

3 THE WORK

- 3.1 All Work shall be performed in accordance with all relevant and applicable safety standards and/or requirements.
- 3.2 Supplier shall keep himself informed of and comply with existing laws and regulations and with requirements and orders prescribed by public authorities together with applicable collective agreements and wage agreements. Supplier shall indemnify and hold harmless Purchaser for any failure to comply with these requirements.
- 3.3 Supplier shall perform the Work in a professional and careful manner and in accordance with requirements and specifications of the Purchase Order or in any other correspondence or instruction from Purchaser.
- 3.4 Supplier shall without undue delay notify Purchaser of any errors discovered in the documents received from Purchaser. If Supplier fails to notify Purchaser of errors which Supplier has or ought to have discovered, all extra costs and all loss incurred due to this shall be borne by Supplier.

4 VARIATIONS

- 4.1 Purchaser has the right to order any form of variations to the Work, including changes to the Delivery Date.
- 4.2 All Variations to the Work are to be made in written by issuing a revised or an additional Purchase Order.
- 4.3 On receipt of a variation order, Supplier shall without undue delay implement it, even if the variation order's effect on the Price, the Delivery Date or other conditions of the Purchase Order is not yet determined.

5 INSPECTION AND TESTING

- 5.1 Purchaser and its representatives shall be granted access to any premises where the Work is performed and be allowed to inspect and test the Work at any time.

- 5.2 Purchaser shall have the right to reject the Work or any parts thereof that are not in accordance with the requirements of the Purchase Order ("defective"). Any part of the Work which is defective shall at Supplier's risk immediately be replaced or re-performed as required to meet the requirements of the Purchase Order.
- 5.3 Supplier shall at its own costs provide all facilities which are necessary for carrying out tests on the Work as specified in the Purchase Order. Should any part of the Work fail to meet the requirements of any such test, the Work shall at Supplier's risk be immediately replaced or re-performed.
- 5.4 Supplier shall at its own expense supply certificates of any analysis, tests, inspections or certification of origin required in the Purchase Order or by law.
- 5.5 Where reasonably practical, no 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.
- 5.6 No action taken by Purchaser, nor any inspection, testing or acceptance of the Work or any part thereof or any waiver of any rights in respect thereof by Purchaser shall relieve Supplier from any of its obligations under the Purchase Order or at law.

6 HEALTH, SAFETY, ENVIRONMENT AND QUALITY ASSURANCE

- 6.1 Supplier shall have implemented and use HSE systems in accordance with applicable laws and regulations. Supplier shall work systematically towards HSE/Environment in accordance with the recommendations of OHSAS 18001:2007 and ISO 14001:2015 (or similar). Supplier shall further comply with any other requirement of the Purchase Order in this respect.
- 6.2 All Work shall be governed by a quality system implemented in accordance with ISO 9001:2008 or similar. Supplier shall further comply with any other requirement of the Purchase Order in this respect. Purchaser and/or its designated representative shall have the right to undertake audits and verifications of Supplier's HSE and QA systems.
- 6.3 At Purchaser's request, Supplier shall submit statistics of damage, injuries, incidents or any other reported event that have occurred during the last 5 years.
- 6.4 Any audits made by Purchaser shall not relieve Supplier of its obligations to perform the Work according to the Purchase Order.

7 ASSIGNMENT AND SUB-SUPPLIES

- 7.1 Supplier may not assign or pledge the Purchase Order or a part thereof or interest in it to a Third Party without the prior consent of Purchaser. No assignment or pledge of the Purchase Order shall relieve Supplier of any of its obligations under the Purchase Order.
- 7.2 Supplier shall not enter into any agreement for sub-supply concerning the final Work/Product without the prior written consent of Purchaser. No sub-supply, regardless of approval from Purchaser, shall relieve Supplier from any of its obligations under the Purchase Order.
- 7.3 The Purchase Order may be assigned within Purchaser Group.

8 COMPLETION, DELAY AND DELIVERY

- 8.1 The Work shall be completed by the Delivery Date(s) and delivery shall be made in the manner(s), and at the time(s) specified in the Purchase Order. Before delivery takes place, the Work shall fulfil the requirements of the Purchase Order and possess all capacities that similar goods have. All tests specified in the Purchase Order shall also have been performed and documented.
- 8.2 Delay exists when the Work is not delivered in accordance with the requirements of the Purchase Order at the Delivery Date, unless this is caused by Force Majeure as described in Article 12.
- 8.3 In the event of delay, Supplier is liable for liquidated damages. The liquidated damages for not meeting the Delivery Date shall, except as set out below, be Purchaser's sole financial remedy for delay and shall be 0.5 % of the Price per day of delay. Supplier's cumulative liability for liquidated damages under the Purchase Order is limited to 15% of the Price.
- 8.4 If the delay is caused by gross negligence or wilful misconduct on the part of Supplier Group, Purchaser shall have the right, at its option, to claim compensation for the actual losses suffered due to the delay instead of liquidated damages.
- 8.5 Delivery shall be made and is deemed to occur according to the relevant Incoterm set out in the Purchase Order provided that the requirements of 8.1 above are met. If no term is specified in the Purchase Order, delivery DAP (Incoterms 2010) to the destination advised by Purchaser shall be applicable.

- 8.6 If Supplier has cause to believe that the Work cannot be completed by the Delivery Date, this shall be promptly notified to Purchaser in writing.
- 8.7 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 Goods to the place of delivery.
- 8.8 Packaging shall comply with all requirements of the Purchase Order, Purchaser shipping instructions, if any, and any statutory requirements and/or codes of practice applicable.
- 8.9 Supplier shall be responsible for any loss, expense, damage, claim and/or liability incurred by Purchaser Group arising in connection with a breach by Supplier of its' obligation to deliver according to the requirements referred to in this Article 8.
- 8.10 Any part of the Goods ready for delivery before the Delivery Date shall be stored by Supplier at its own risk and expense.
- 9 PAYMENT**
- 9.1 For the performance of the Work, Purchaser shall pay the Price to Supplier in accordance with the provisions of the Purchase Order. If it has been specified in the Purchase Order that Supplier shall provide a payment security, Purchaser is not obliged to pay until such has been provided.
- 9.2 Payment shall be made within ninety (90) days from receipt of a correctly prepared and undisputed invoice, unless otherwise stated in the purchase order. Purchaser must at the latest at the end of this time limit notify Supplier if parts of the invoiced amount are disputed.
- 9.3 Purchaser, or a person authorised by Purchaser, is entitled to audit Supplier's invoices and all documentation concerning Work to be paid as per account rendered. The right to audit is valid from the date of entering into the Purchase Order and until 2 years after delivery.
- 9.4 Purchaser shall have the right to withhold payment to the extent as may be necessary to protect Purchaser from loss resulting from breach by Supplier of any provision of the Purchase Order.
- 10 GUARANTEE**
- 10.1 Supplier guarantees that the Work shall be performed in accordance with the requirements of the Purchase Order and that the Work when delivered shall remain in accordance with the requirements of the Purchase Order for a period of 24 months from delivery has occurred.
- 10.2 If the Goods are found to be or become defective, they shall be replaced or rectified as soon as possible at Supplier's cost. Any part of the Work remedied hereunder shall be subject to a further 24 months guarantee.
- 10.3 If Supplier cannot replace or rectify a defect within a reasonable time after Purchaser's notification, Purchaser is entitled to engage a third party to fulfil the obligations of the purchase order. All cost due to this shall be borne by Supplier.
- 11 TERMINATION**
- 11.1 Purchaser shall have the right to terminate this Purchase Order in the event of substantial default by Supplier in the performance of any of its obligations hereunder by giving written notice. The following shall always be considered as a substantial default: i) if Supplier becomes insolvent or stops its payments, and ii) if Purchaser is entitled to, or it is clear that Purchaser will become entitled to maximum liquidated damages.
- 11.2 On termination under this Article 11, Purchaser shall be entitled to enter Supplier's premises or any place where the Work is performed or situated and take possession of the whole or any part of the Work and remove the same.
- 11.3 Purchaser shall be entitled to withhold any outstanding amount of the Price which would otherwise be due to Supplier. If the cost of completing the Work exceeds the withheld amount, Supplier shall be liable for the excess amount.
- 11.4 Purchaser shall further be entitled to claim compensation for accrued costs of the delay in relation to the termination.
- 12 FORCE MAJEURE**
- 12.1 Neither of the parties shall be considered in breach of an obligation under the Purchase Order to the extent the party can establish that fulfilment of that obligation was prevented by Force Majeure.
- 12.2 The party affected by Force Majeure shall, without undue delay, notify the other party of the Force Majeure situation. Failure to provide such notice shall preclude the party from claiming this event to be Force Majeure.
- 12.3 In the case of Force Majeure, each of the parties shall take all reasonable steps to mitigate the effects of the Force Majeure situation and each party shall cover their costs due to the Force Majeure. Where a party is unable to perform its obligations under the Purchase Order, or parts thereof due to Force Majeure it shall be entitled to a reasonable extension of time for performance.
- 12.4 Purchaser is entitled to cancel the Purchase Order by written notice to Supplier if a Force Majeure situation continues without interruption for a period of 30 Days or more, or it is clear that this will be the situation. The provisions in Article 14 shall apply accordingly to such cases. In such cases Purchaser shall be entitled to delivery of the Work in the state it is in at the time of cancellation.
- 13 SUSPENSION**
- 13.1 Purchaser shall be entitled to instruct Supplier to suspend the performance of the Work or part of the Work by giving written notice. Unless the suspension is due to Supplier's non-compliance with the requirements of the Purchase Order, Purchaser shall compensate Supplier the documented and necessary costs incurred to Supplier due to the suspension. Supplier has a duty to limit such costs as far as possible.
- 13.2 Supplier shall on Purchaser's request resume performance of the Work without undue delay.
- 14 CANCELLATION**
- 14.1 Without prejudice to Purchaser's rights under Article 11, Purchaser reserves the right to cancel the Purchase Order in whole or in part for its convenience by notice in writing.
- 14.2 In such event, Supplier shall cease all performance and shall be paid for the part of the Work that has been completed in accordance with the requirements of the Purchase Order up to the date of cancellation.
- 14.3 Supplier shall take all reasonable steps to mitigate the effects of the cancellation.
- 15 TITLE AND RISK**
- 15.1 Title to the Work and its individual parts shall pass to Purchaser progressively as the Work is being performed. Title to materials which shall be incorporated into the Work shall pass to Purchaser when they arrive at Supplier's site or when Purchaser has paid for them, whichever occurs the earliest. Supplier shall mark all items and finished goods which are Purchaser's property, and as far as possible keep such items separate from other items.
- 15.2 Supplier has under no circumstances the right to retain delivery of the Work, even if there is a dispute between the parties.
- 15.3 Notwithstanding the passage of title, if loss of or damage to the Work occurs prior to delivery, Supplier shall at its cost carry out all necessary measures to ensure that the Work is completed in accordance with the Purchase Order. The same shall apply if any loss of or damage to any items provided by Purchaser for the performance of the Work occurs while they are in Supplier's custody or under Supplier's control.
- 16 INDEMNITIES**
- 16.1 Supplier shall indemnify, defend and hold harmless Purchaser Group from and against any claim concerning: i) personal injury to or loss of life of any employee or agent of Supplier Group, and ii) loss of or damage to any property of Supplier Group, which might arise in connection with fulfilment of the Purchase Order or be caused by the Work in its lifetime, iii) any and all claims, fines, costs or losses as a result of product liability actions in respect of goods supplied hereunder and, iv) loss of or damage to the Work as stated in Article 15. Supplier shall, as far as practicable, ensure that other companies in Supplier Group waive their right to make any claim when such claims are covered by Supplier's obligation to indemnify according to Article 16.1.
- 16.2 Purchaser shall indemnify, defend and hold harmless Supplier from and against any claim concerning: i) personal injury to or loss of life of any employee of Purchaser, and ii) except as stated in Article 15.3, loss of or damage to any property of Purchaser which might arise in connection with fulfilment of the Purchase Order.
- 16.3 Each party shall be liable for and shall assume their own liabilities arising out of: i) any loss of or damage to property of any Third Party, and ii) injury or death suffered by any Third Party.
- 16.4 Supplier shall indemnify Purchaser from claims resulting from infringements of patent rights or other industrial property rights in connection with the performance of the Purchase Order or Purchaser Group's use of the Work.
- 16.5 A party shall promptly notify the other party if it receives a claim that the other party is obliged to indemnify. Whenever possible, the other party shall

- take over the handling of the claim, provided always that Purchaser shall handle all claims which may result in liability under Article 16.4. The parties shall inform and assist each other in the handling of the claim. Neither party shall, without the consent of the other party, approve a claim which shall be indemnified, in whole or in part, by the other party.
- 16.6 Purchaser shall indemnify Supplier Group for Purchaser's own indirect losses, and Supplier shall indemnify Purchaser Group for Supplier Group's own indirect losses. This shall apply without regard to circumstances that otherwise might give rise to liability in damages in any form from any of the groups, and (except for Article 8.3) without regard to what might follow from other provisions in the Purchase Order. Indirect losses pursuant to this provision include, but are not limited to, loss of income, loss of profit, loss caused by pollution and loss of production and in general any financial or consequential losses of whatsoever nature.
- 17 INSURANCE**
- 17.1 Supplier shall during the term of this Purchase Order provide and maintain the following insurances which represent minimum requirements:
- Insurance to adequately cover the liabilities of Supplier hereunder;
 - Personnel insurance which shall cover losses connected with illness, personal injury or accidental death in Supplier Group, to the extent required by applicable laws;
 - Employers liability insurance as required to comply with applicable laws and regulations;
 - Professional and General liability insurance covering all activities of Supplier.
- 17.2 Supplier shall ensure that its insurers waive all rights of recourse against Purchaser Group and that the Purchaser is given the position of co-insured on all applicable insurance policies.
- 17.3 Upon request, Supplier shall submit insurance certificates with the necessary information, including expiry date, relating to all insurances which Supplier is to take out according to the Purchase Order.
- 17.4 Should Supplier not comply with its duty to take out insurance according to the provisions in this Article, Purchaser may place insurance on Supplier's behalf and deduct such costs from any payment due to Supplier.
- 18 PATENTS AND PROPRIETARY RIGHTS**
- 18.1 Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by Purchaser to Supplier shall be the property of Purchaser and Purchaser shall have all intellectual property rights to them. The same shall apply to information developed or compiled by or for Supplier in connection with the Work.
- 18.2 Inventions made by Supplier wholly or in part based on such information as stated in Article 18.1 and all inventions made by Supplier in connection with the Work shall also be the property of Purchaser.
- 18.3 Such information and inventions as mentioned in Articles 18.1 to 18.3 shall not be used by Supplier other than for the purpose of the Work. All documentation, all computer programs and copies shall be returned to Purchaser at the expiry of the Purchase Order, unless otherwise agreed.
- 18.4 Except as stated in Article 18.1, commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by Supplier to Purchaser shall be the property of Supplier. The same shall apply to all other information developed by Supplier in connection with the Work.
- 19 CONFIDENTIALITY**
- 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 except where such information: i) may be disclosed to a Third Party in accordance with Art. 18, or ii) is already known to the receiving party at the time the information was received, or iii) is or becomes part of the public domain other than through a fault of Purchaser Group or Supplier Group, or iv) is rightfully received from a Third Party, without an obligation of confidentiality, or v) where such information shall be delivered by the Purchaser to its client(s).
- 19.2 Each of the parties may, however, transfer confidential information to a Third Party to the extent necessary for the performance, use, modification, maintenance or control of the Work. Where Supplier makes any such disclosure, it shall be responsible to ensure that such Third Parties enter into adequate confidentiality agreements.
- 19.3 Supplier shall not publish information concerning the Work or the Purchase Order without Purchaser's consent.
- 19.4 Supplier shall not use the Purchase Order as a reference without Purchaser's consent.
- 20 LAW AND DISPUTES**
- 20.1 This Purchase Order shall be governed by and interpreted in accordance with Norwegian law.
- 20.2 Any disputes arising in connection with or as a result of the Purchase Order shall be solved through negotiations. If the parties fail to reach an agreement within a reasonable time, the dispute shall be finally decided by court proceedings, which shall be brought before the Oslo District Court.
- 21 TOTAL LIABILITY**
- Excluding only Supplier's indemnity obligations, the liability of Supplier for breach of this Purchase Order shall be limited to the Price.
- 22 ANTI CORRUPTION UNDERTAKINGS**
- 22.1 Supplier agrees and warrants that in connection with this Purchase Order, it will comply with all anti-bribery and corruption and anti-money laundering laws, rules and regulations which apply, including; Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "Anti-Corruption Laws").
- 22.2 Supplier acknowledges that Purchaser has a zero tolerance policy towards bribery and corruption and confirms and agrees that it or anyone for which it is responsible will not offer, give, promise to give or authorize the giving to any person whatsoever or solicit, accept or agree to accept from any person whatsoever, either directly or indirectly anything of value including, without limitations, gifts or entertainment or facilitation payments, in order to obtain, influence, induce or reward any improper advantage in connection with this Purchase Order or any other transaction involving Purchaser. (the "Anti-Corruption Obligation").
- 22.2 In the event of a breach of Supplier's obligations hereunder, or in the event that Purchaser reasonably believes in good faith that there has been a breach of the obligations, Purchaser shall be entitled to immediately suspend or terminate the Purchase Order at its convenience. Such suspension or termination shall be considered as suspension or termination for breach.
- 23 COMPLIANCE WITH REACH REGULATION**
- 23.1 Supplier declares and warrants that it and its sub-suppliers strictly comply with The Norwegian Regulation 2008-05-30 regarding registration, assessment, approval and limitation of chemicals (REACH).
- 23.2 Supplier is required to provide all up-to-date information and data about substances used in the Work.
- 23.3 Supplier bears any and all additional costs associated to or resulting from REACH and shall indemnify Purchaser for any breach of the REACH regulation.
- 24 CERTIFICATES OF ORIGIN AND CUSTOMS DOCUMENTATION**
- A Certificate of origin, EUR.1 movement certificate or approved exporter's declaration shall be issued for each shipment, and shall be attached with or printed on each invoice. Seller accepts all responsibility for the completeness and accuracy of information on any applicable certificate of origin, letter or affidavits, and all other customs documentation. Seller accepts any liabilities resulting from inaccurate data on any such documents or failure to comply with any applicable customs related laws, regulations, or other requirements.
- 25 PERSONAL DATA PROTECTION**
- 25.1 All Work shall be performed in accordance with the requirements in Norwegian Privacy Law (2000-04-14-31) and the Personal Data Act of May 4, 2016, General Data Protection Regulation (GDPR) ("Data Protection Law").
- 25.2 Personal Data has the meaning set out in the Data Protection Law and relates only to Personal Data pertaining to the Purchaser, its service recipients and/or its employees, officers or agents, provided by or on behalf of any of the foregoing to the Supplier in connection with the Purchase Order.
- 25.3 Supplier shall act in his capacity as Data Processor when processing Personal Data on behalf of the Purchaser and the Supplier can only collect Personal Data for specified, explicit and legitimate purposes.
- 25.4 Supplier shall:
- Act only on the Purchaser's documented instructions;

- b) Impose confidentiality obligations on all personnel who process Personal Data;
- c) Ensure the security of the Personal Data it processes;
- d) Appoint sub-processor only with the prior written consent of the Purchaser and subject for such sub-processor to comply with the Data Protection Law;
- e) Implement measures to assist the Purchaser in complying with the rights of data subjects;
- f) Assist the Purchaser in obtaining approval from the local data processing authorities when required;
- g) Provide the Purchaser with all information necessary to demonstrate compliance with the Data Protection Law;

In the event that the Supplier believes that the Purchaser's instructions conflicts with the requirements of the Data Protection Law or other regulation, the Supplier shall immediately inform the Purchaser.

Supplier shall cooperate, on Purchaser's request, with the local data processing authorities' demands and data subject's requests.