

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, as applicable.
- 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 and which prevents the affected Party from performing its obligations under the Purchase Order. For the sake of clarity, any increase and/or fluctuations in the costs of materials required by the Supplier for the Work, defaults of any Supplier' supplier or subcontractor or late delivery of Work caused by congestion, an oversold condition of the market, inefficiencies, or other similar occurrences shall not be considered as a Force Majeure.
- 1.4 Purchaser shall mean Nexans Norway AS.
- 1.5 Purchaser Group shall mean Purchaser, its clients, its and their 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
- 1.6 Price shall mean the sum(s) payable by Purchaser to Supplier as specified in the Purchase Order for the performance of the Work.
- 1.7 Purchase Order shall mean this order for the performance of Work constituting an agreement between Purchaser and Supplier.
- 1.8 Supplier shall mean the person, firm or company as specified in the Purchase Order and to whom the Purchase Order is issued.
- 1.9 Supplier Group shall mean Supplier, its suppliers, its and their parent, subsidiary and affiliated companies and the employees and agents of all of them.
- 1.10 Third Party means any party other than Supplier Group and Purchaser Group.
- 1.11 Work(s) means the goods to be provided and/or any services to be performed under this Purchase Order, including any required documentation, supervision activities, technical assistance and any part of the good and/or services remedied.

2 GENERAL

- 2.1 The documents of the Purchase Order consists of and shall in the event of any conflict between them be given priority in the following order: i) the Purchase Order, ii) these Conditions, iii) the Order Form (if any) and iv) any other documents referenced therein. In case of inconsistencies, ambiguities or conflicts between obligations within any document referenced therein the most stringent obligation as reasonably determined by Purchaser shall apply.
- 2.2 Suppliers 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 reservation or discrepancies or supplement contained in any order confirmation or conditions of sales from the Supplier shall be of no effect between the Parties and shall entitle the Purchaser to cancel the Purchase Order without any liability.
- 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 at all time during the performance of the Works with existing laws and regulations, codes and technical standards, all regulations relating to export and import, packaging, labelling, environment, manufacture and delivery and with requirements and orders prescribed by public authorities together with applicable collective agreements and wage agreements. The Supplier shall indemnify and hold harmless the Purchaser Group for any failure to comply with these requirements caused or contributed to any act, omission, neglect, wilful act or default of the Supplier Group.
- 3.3 Supplier shall carry out its obligations under the Purchase Order in a professional and careful manner exercising the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the same type of undertaking under the same or similar circumstances and in accordance with requirements and specifications of the Purchase Order or in any other correspond-

ence or instruction from Purchaser in light of Supplier general obligation to cooperate and to coordinate its Works with other contractors.

- 3.4 All Work shall, as applicable: a) conform strictly as to quantity, quality and description with the requirements stated in the Purchase Order and with all statutory requirements applicable to such Work, b) be of sound materials and workmanship, c) be in strict compliance with samples, patents, drawings or specifications, if any, referred to in the Purchase Order or provided by Purchaser, d) meet in all respect the standard of performance specified in the Purchase Order, and e) be fit for the purpose for which it is performed under the Purchase Order.
- 3.5 Supplier shall ensure that all personnel to be used in performing the Work are well qualified, skilled and equipped for the work they shall perform. Supplier shall further ensure that all equipment used in performing the Work shall be available and ready for operation.
- 3.6 Upon receipt of documents, materials and equipment from Purchaser Group, Supplier shall search for discrepancy, ambiguity, defects and inconsistencies ("errors") in or between any of such. Supplier shall without undue delay notify Purchaser of any errors that are discovered. If Supplier fails to notify Purchaser of errors which Supplier has or ought to have discovered then all claim, liability, demand, damage, extra costs and all loss due to this shall be borne by Supplier. Upon receipt of notice from Supplier Purchaser shall, as soon as practicable, either have the necessary corrections made, or instruct Supplier on how to proceed.
- 3.7 Supplier shall in due time obtain and maintain approvals and permits necessary for the performance of the Work and which must or can be obtained in the name of the Supplier. Purchaser shall provide any necessary assistance in this respect and obtain and maintain all other approvals and permits.

4 VARIATIONS

- 4.1 In addition to its rights under the Purchase Order, 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 by a variation order issued by Purchaser. A variation order shall be expressly designated as such in order to be valid.
- 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.
- 4.4 If Purchaser contemplates to make a variation, Purchaser shall have the right to request that Supplier without undue delay and no later than within 5 working days submit an estimate containing: i) a description of the variation to the Work in question and the execution of this, ii) the effect on the Price and iii) the effect on the delivery Date.
- 4.5 If the Supplier considers that an instruction from Purchaser is a variation to the Work, he shall notify Purchaser in writing thereof within 5 days otherwise it will lose its rights to claim that such constitutes a variation. If Purchaser agrees, a variation order will be issued. Should Purchaser disagree with the Supplier, Purchaser shall have the right to require such instruction to be performed and the Supplier shall perform such instruction. The Supplier shall unconditionally forfeit its rights to claim additional compensation or any other relief or remedy of any nature for such unless he has initiated court proceedings within 2 months from receipt of Purchaser's position.
- 4.6 Unless otherwise agreed, variation shall be compensated according to the rates for variations stated in the Purchase Order, if any. If applicable rates do not exist the compensation shall be based on the general price level of the Purchase Order. Purchaser shall have the right to require that variations are compensated on a reimbursable basis.
- 4.7 Any variation to the Work caused or contributed by circumstances for which Supplier Group is responsible, shall not entitle the Supplier to any change of the Price or the Delivery Date or any other relief or remedy of any nature.

5 INSPECTION AND TESTING

- 5.1 Purchaser Group 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 Suppliers risk and cost im-

mediately be replaced or re-performed at the option of the Purchaser as required to meet the requirements of the Purchase Order.

5.3 Supplier shall at its own costs provide all facilities, equipment and supplies which are necessary for carrying out tests specified in the Purchase Order on the Work. Should any part of the Work fail to meet the requirements of any such test, the Work shall at Suppliers risk be immediately replaced or re-performed.

5.4 Supplier shall supply at its own expense certificates of any analysis, tests, inspection or origin required by Purchaser or by law.

5.5 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.

5.6 No action taken by Purchaser, nor any inspection, testing, audit or acceptance of the Work or any part thereof or any waiver of any rights in respect thereof or omission by Purchaser shall relieve, limit, diminish, relieve or excuse the Supplier from any of its obligations under the Purchase Order or at law. Such actions shall not constitute deemed acceptance of performance of any of the Supplier's obligations.

6 HEALTH, SAFETY, ENVIRONMENT AND QUALITY ASSURANCE

6.1 Supplier shall minimize impact on the environment of their activities and develop solutions that contribute to preserve, save water and energy. Supplier shall have implemented environmental management principles in accordance with ISO 14001, latest revision (or similar), in order to minimize or avoid all hazardous releases to air, soil and water and greenhouse gas emissions. Supplier shall deploy necessary resources to ensure the health and safety of their employees in their workplace. The Supplier shall have implemented a health and safety management system in accordance with ISO 45001, latest revision (or similar).

Supplier shall have implemented and use HSE systems in accordance with applicable laws and regulations.

Supplier shall further comply with any other requirement of the Purchase Order in this respect.

6.2 Supplier shall have implemented a quality management system in accordance with ISO 9001; latest revision (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 Suppliers. Any audits made by Purchaser shall not relieve Supplier of his obligations to perform according to the Purchase Order.

6.3 At Purchaser request, Supplier shall submit statistics of damage, injuries, incidents or any other reported event that have occurred during the last 5 years.

6.4 Supplier shall sign Corporate Social Responsibility (CSR) charter.

7 ASSIGNMENT AND SUBCONTRACTING

7.1 Supplier may not assign or pledge the Purchase Order or a part thereof or interest in it to a Third Party without Purchaser prior consent. 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 Work without the prior written consent of Purchaser. Such approval is not required for minor purchases or limited use of hired labour. No subcontracting, 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 without Supplier consent.

8 COMPLETION, DELAY AND DELIVERY

8.1 The Work shall be completed by the Delivery Date and delivery shall be made in the manner(s), and at 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 and/or services have. All tests specified in the Purchase Order shall also have been performed and documented.

8.2 Delay exists when the Work are not performed in accordance with the requirements of the Purchase Order, unless this is caused by Force Majeure.

8.3 In the event of any delay, Supplier is liable for liquidated damages. The liquidated damages due to Purchaser for Supplier not meeting the Delivery Date shall, except as set out below, be Purchaser sole financial remedy (only with respect of Supplier's delay in meeting the Delivery Date) and shall be 0.5 % of the Price for each day or part 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 to, at its option, to claim compensation for the actual losses suffered by the Purchaser due to the delay instead of liquidated damages.

8.5 For Work consisting of services and/or goods and services, delivery occurs when the parties together establish a delivery protocol together after at least 5 days' notice from Supplier establish a delivery protocol. In order for the services to be deemed completed and the delivery protocol to be issued the requirements of 8.1 above must be met.

8.6 For Work consisting of delivery of goods, 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. Except as otherwise provided for in the Purchase Order, delivery DAP (Incoterms ICC Edition 2020) to the destination advised by Purchaser shall be applicable.

8.7 If Supplier has cause to believe that the Work cannot be completed by the Delivery Date, he shall promptly notify Purchaser about this. If the Work is not ready for delivery on the Delivery Date or it is evident that this will be the case, Purchaser may require that the Work is delivered "as is", and have it completed by itself or by another supplier. If Purchaser has required such delivery, no payment shall be due for Work that has not been performed or Work that cannot be used directly by the other supplier or Purchaser. The Supplier is liable for the extra costs and risk of such completion of Works and Purchaser may also claim liquidated damages for the period of time between the original Delivery Date and the actual Delivery Date of such works by the third party (o by the Purchaser) .

8.8 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 Services to the place of delivery.

8.9 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.

8.10 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 this Article 8.

8.11 Any part of the Services 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 the Supplier shall provide a security, Purchaser is not obliged to pay until such has been provided.

9.2 All invoices shall at least state: i) Purchase Order number, ii) due date, iii) the name of the project the delivery concerns (if stated by Purchaser), iv) the amount invoiced and v) any applicable VAT or other similar indirect taxes.

9.3 If Supplier has carried out Work on a reimbursable basis, the invoice shall comprise detailed information on the Work performed, who has carried it out, and time and date of the performance.

9.4 Payment shall be made within ninety (90) days from receipt of a correctly prepared and undisputed invoice. Purchaser must at the latest at the end of this time limit notify Supplier if parts of the invoiced amount are disputed. Unless otherwise stated in the Purchase Order, all payments will be made in Norwegian Kroner (NOK).

9.5 Supplier shall keep all records and related documents, procedures and controls with respect of the Works and Purchaser or a person authorised by Purchaser is entitled to audit Supplier charges and all documentation concerning Work to be paid on a reimbursable basis. The right to audit is

valid from the entering into of the Purchase Order and until 5 years after Delivery Date.

- 9.6 Purchaser shall have the right to withhold payment to the extent as may be necessary to protect Purchaser from claim, liability, demand, damage, 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 shall remain in accordance with the requirements of the Purchase Order for a period of 30 months from delivery has occurred.

- 10.2 If the Work is or becomes defective, it shall be rectified or reperformed at Purchaser's option as soon as possible at Suppliers cost and risk. Supplier shall bear, if any, the costs of re-manufacturing such goods, as well as any amounts owed by Purchaser to its customers such as the costs of dismantling and replacement of the finished goods incorporating the defective goods and the cost of delivering replacement goods. Any part of the Work remedied hereunder shall be subject to a further 30 months guarantee from the date the remedied Works are confirmed as complying with the Purchase Order by the Purchaser. Supplier also guarantees that materials and equipment provided by Supplier to be incorporated into the Work are new and that engineering performed by Supplier is suitable for the objective and the use the Work according to the Purchase Order is meant to serve.

- 10.3 If Supplier cannot complete the remediation Works on a defect within a reasonable time after Purchaser notification, or if the circumstances render it impractical for Supplier to remedy, Purchaser is entitled to rectify the defect himself or to engage a Third Party to do so at the costs and risks of the Supplier. All costs due to this shall be paid by Supplier. If it is not possible within a reasonable time to rectify the defect, or if rectification is not possible or practical under the circumstances, Purchaser is entitled to a proportionate refund of the Price.

- 10.4 This guarantee and Purchaser rights hereunder are in addition to Purchaser other rights under law.

- 10.5 Purchaser shall be entitled to assign the benefit of this guarantee to its client.

11 TERMINATION

- 11.1 Purchaser shall have the right to terminate this Purchase Order in the event of material or persistent breach by Supplier in the performance of any of its obligations hereunder by giving written notice. The following shall always be considered as a material breach: i) If Supplier becomes insolvent (or it is obvious it becomes insolvent) or stops his payments or makes or, in the reasonable opinion of the Purchaser is about to make, any arrangement with its creditors or makes a general assignment for the benefit of its creditors, 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 Suppliers 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. Furthermore, Purchaser shall be entitled to take over from Supplier any materials, equipment, subcontracts, documents and other rights necessary to enable Purchaser to complete the Work, either by itself or with the assistance of others.

- 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 On termination under this Article 11, Purchaser shall further be entitled to claim damages for delay in the form of liquidated damages calculated on the basis of the number of days by which the date for delivery would have been exceeded as a consequence of circumstances for which Supplier is liable, in addition Purchaser can demand damages for defects or other breaches of Purchase Order.

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 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 case. 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 Suppliers 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 request resume performance of the Work without undue delay.

14 CANCELLATION

- 14.1 Without prejudice to Purchaser 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 the cancellation notice.

- 14.3 Supplier shall take all reasonable steps to mitigate the effects of the cancellation.

- 14.4 In the event of cancellation pursuant to this Article 14, Purchaser shall be entitled to enter Suppliers premises or any place where the Work is performed or situated and take possession of and/or remove the whole or any part of the Work.

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 the Supplier's site or when Purchaser has paid for them, whichever occurs the earliest. Supplier shall mark all items etc. which are Purchaser property and as far as possible keep such items separate from other items. If it is possible to register in a public register or other register that the Purchaser is the owner, Purchaser shall have the right to do so.

- 15.2 The Supplier has under no circumstances the right to retain delivery of the Deliverables, 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 and risk 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. Supplier's obligation to carry out such measures shall apply regardless of whether negligence in any form has been shown by Purchaser.

- 15.4 Notwithstanding Article 15.3, Purchaser shall remain liable for any claim, liability, demand, costs, loss, damage caused by Purchaser breach of any of its obligations under the Purchase Order.

16 INDEMNITIES

- 16.1 Supplier shall indemnify, defend and hold harmless Purchaser Group from and against any claim, liability, demand, damage, loss, fines and/or cost concerning: i) personal injury to or loss of life of any employee or agent of Sup-

plier 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) defective Works and, iv) loss of or damage to the Work as stated in Article 15. Supplier shall 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 liability 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 liability, demand, damage, loss, fines and/or cost resulting from infringements (or alleged 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 give each other information and other assistance needed for the handling of the claim.
- 16.6 Purchaser shall indemnify Supplier Group for Purchaser's own indirect and consequential losses, and Supplier shall indemnify Purchaser Group for Supplier Group's own indirect and consequential 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.

17 INSURANCE

- 17.1 Supplier shall during the term of this Purchase Order provide at its own cost full and sufficient insurance cover with a reputable insurance company to cover its actual and potential liabilities hereunder and in particular and not limited to shall 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;
 - General Liability insurance covering all activities of Supplier, with sum insured no less than EUR 5,000,000 unless otherwise stated in the Purchase Order
 - Professional Indemnity insurance covering all activities of Supplier, with sum insured no less than EUR 5,000,000, unless otherwise stated in the Purchase Order

In addition, if vessels or other floating devices are used in the performance of the Work, the Supplier shall provide and maintain:

- All risks, hull and machinery insurance for each vessel or other floating device provided by Supplier Group in connection with fulfilment of the Purchase Order. The insurance policies shall cover the total value of the vessel/installation.
 - P&I insurance, including oil pollution insurance for such vessels and installations as mentioned in e) above, and Comprehensive General and Legal Liability of at least MUSD 50.
- 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 the Suppliers 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 copyright, design rights or other intellectual property rights to them. The same shall apply to information developed or compiled by or for Supplier Group in connection with the Work.
- 18.2 Inventions, whether patentable or not, made by Supplier Group wholly or in part based on such information as stated in Article 18.1 and all inventions made by Supplier Group in connection with the Work shall also be the property of Purchaser.
- 18.3 Supplier shall notify Purchaser of such inventions which shall be Purchaser property. Supplier shall provide the necessary assistance to enable Purchaser to obtain patents for the inventions. Purchaser shall pay Supplier for all reasonable costs in connection with such assistance, including compensation to Supplier's employees or others, in accordance with applicable laws or general agreements concerning compensation for inventions.
- 18.4 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.
- 18.5 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.
- 18.6 Inventions made by Supplier during the performance of the Work and which are not covered by Article 18.2, shall be the property of Supplier.
- 18.7 The Supplier shall give Purchaser Group an irrevocable, royalty-free, non-exclusive right to use information mentioned in Article 18.5 and inventions mentioned in Article 18.6 to the extent necessary in connection with the operation, repair, modification, extension, rebuilding and maintenance of the Work and/or any object into which the Work is incorporated. Supplier undertakes not to assert against Purchaser any intellectual property rights held by Supplier in the Works and to obtain from its personnel, its sub-suppliers, the creators and inventors and more generally any person directly or indirectly involved in the Works, all the rights necessary to freely assign to Purchaser the Works and the intellectual property rights therein free of charge.

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 Article 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, disclose 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 consent.
- 19.4 Supplier shall not use the Purchase Order as a reference without Purchaser consent.

20 LAW AND DISPUTES

- 20.1 This Purchase Order shall be governed by and interpreted in accordance with Norwegian law but the United Nations Convention for International Sales of

- Goods ("CISG") or any ratification thereof will not apply to this Purchase Order.
- 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. Court proceedings shall in such cases be brought before the Oslo District Court.
- 21 ENTIRETY**
- The Purchase Order constitutes the entire agreement between the parties hereto in relation to the Work and it supersedes all prior agreements, understandings and commitments whether oral or in writing. The Purchase Order shall, for the avoidance of doubt supersede any terms and conditions that may be contained in any of Suppliers documents related to the Purchase Order.
- 22 WAIVER**
- None of the provisions or requirements of this Purchase Order shall be considered waived by Purchaser unless such is given to Supplier in writing.
- 23 TOTAL LIABILITY**
- Except for the Suppliers indemnity obligations, the liability of the Supplier for breach of this Purchaser Order shall be limited to the Price.
- 24 ANTI CORRUPTION UNDERTAKINGS**
- Supplier represents and warrants at the date of hereof and throughout the course of the Purchase Order that it and any of its directors, officers or employees will comply with, and will ensure and take all such measures necessary so that, its agents and/or any subcontractors who may be involved at any time, will comply with any applicable laws including without limitation (i) anti-corruption laws, which prohibit improper, illegal and corrupt payment, such as without limitation the OECD Convention on Combating Bribery of Foreign Officials in International Business, French Anti-corruption laws, the US FCPA and UK Bribery Act (the "Anti-Corruption Laws"); (ii) national and international (re-)export control laws and regulations, or trade restrictions issued by the European Union, the United States of America, the United Nations or by any other relevant countries having jurisdiction in connection with the execution of the Purchase Order; and (iii) privacy and data protection laws as may be applicable from time to time to the shared personal data. The Supplier undertakes that it will take all appropriate and reasonable security arrangements (including in particular to assess the level of security appropriate to the processing) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal, unlawful use or similar risks of any personal data which it receives and collects from the Purchaser.
- Supplier shall indemnify and hold Purchaser harmless from and against any and all claims, demands, losses, judgements, fines, penalties, damages, liabilities, costs and expenses of any nature, arising from any breach or violation thereof.
- Supplier acknowledge 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").
- Purchaser or its nominated representatives shall be granted full access to Suppliers records in order to audit and monitor Suppliers compliance with the Anti-Corruption Laws and the Anti-Corruption Obligation.
- In the event of a breach of the Suppliers obligations hereunder, or in the event that Purchaser reasonably believe in good faith that there has been a breach of the obligations, the 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.
- Upon request from Purchaser, Supplier shall provide a statement in writing that it has complied with and that it will comply with the Anti-Corruption Laws and the Anti-Corruption Obligations.
- 25 COMPANY PROVIDED ITEMS**
- Supplier shall be responsible for the customs declaration of the items he receives from Purchaser (company provided items) to be used in Supplier's production for Purchaser, including the payment of import taxes, duties and charges (and any penalties thereon) assessed or levied by any appropriate governmental authority in respect of profits earned or income received or receivable for Supplier by reason of the Purchase Order.
- 26 REACH**
- 26.1 The Supplier declares and warrants that he and his sub-suppliers strictly comply with The Norwegian Regulation 2008-05-30 regarding registration, assessment, approval and limitation of chemicals (REACH).
- The Supplier is required to provide all up-to-date information and data about substances used in the Work.
- 26.2 The Supplier bears any and all additional costs associated to or resulting from REACH and shall indemnify the Purchaser for any breach of REACH.
- 26.3 For the Supplier incorporated within the EU and EEA countries: Supplier declares and warrants that, each substance as such, in preparation or in a good (i) has been or will be, duly and timely pre-registered and/or registered according to the intended use by the Purchaser; (ii) is not restricted, as specified in REACH; (iii) is not forbidden as specified in REACH. The Supplier shall inform the Purchaser of any suitable alternative substance or technology to the substances as defined in article 57 of the regulation, as such, in preparation or in a good. The Supplier declares and warrants further that the registration dossier of each substance as such, in preparation or in a good, covers and will cover the normal and reasonably foreseeable conditions of use. The Supplier is required to inform immediately the Purchaser by registered letter and in any case no later than 12 months before the relevant deadline for registration of any decision of a third person or of the Supplier itself that could (i) impact directly or indirectly the use of a substance as such, in preparation or in a good and (ii) prohibit or restrict the manufacture, import, use and/or supply of such substance as such, in preparation or in a good.
- 26.4 For Supplier not incorporated within the EU and EEA countries: Supplier certifies that it appointed an only representative incorporated within the EU territory in charge of the strict compliance with REACH of the Supplier's entire portfolio of substances as such, in preparation or in an good or a component. If the Supplier did not appoint such only representative, it certifies that it has notified and provided the Purchaser with all relevant information and data regarding these substances as such, in preparation or in a good or a component prior to the effective date of the Purchase Order, so as to allow the Purchaser to strictly comply with REACH.
- 27 PERSONAL DATA PROTECTION**
- 27.1 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").
- 27.2 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.
- 27.3 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.
- 27.4 Supplier shall:
- Act only on the Purchaser's documented instructions;
 - Impose confidentiality obligations on all personnel who process Personal Data;
 - Ensure the security of the Personal Data it processes;
 - 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;
 - Implement measures to assist the Purchaser in complying with the rights of data subjects;
 - 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 conflict 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.

28 TAX

Supplier is responsible for all direct and indirect taxes, licenses and fees levied or assessed against Supplier and Suppliers' sub-contractors in the country where the Work is performed as well as in any other countries where the Supplier is subject to taxes, including but not limited to income taxes, VAT, property taxes and services taxes derived from the operations covered by this Purchase Order. This also includes all taxes or charges levied upon Suppliers' employees, such as employment compensation insurance, benefits, social security or for any other taxes upon the wages of the Supplier Group.

Supplier shall comply with all applicable laws with respect to all direct and indirect taxes, and any taxes or charges related to employment and social security. All possible fees or fines that are imposed on Purchaser and which are caused by Supplier's inadequate fulfilment of reporting obligation to the authorities shall be covered by and will be recharged from Purchaser to Supplier.

Where VAT or other similar indirect tax is applicable, Purchaser shall, subject to presentation of an invoice complying with all domestic requirements, pay to Supplier (in addition to the Price) an amount equal to any VAT or other similar indirect tax so chargeable for which Supplier is liable to account on the sale by Supplier to Purchaser.

Supplier is also responsible for making all necessary registrations for direct and indirect taxes, employment and social security purposes, as applicable, in the country in which the Work is performed. All possible fees or fines that are imposed on Purchaser and which are caused by Supplier's inadequate fulfilment of reporting obligation to the authorities will be the responsibility of Supplier and will be recharged from Purchaser to Supplier.

Supplier is responsible for (i) reporting income paid to its employees to ensure that taxes, fees, charges and other payments are made in compliance with applicable laws and regulations in the country in which the Work is performed; and (ii) withholding and/or paying all taxes, fees, charges and other payments levied on the income paid to its employees. Supplier shall provide Purchaser written proof of all registrations, reports and tax payments if requested by Purchaser.

The Purchaser shall, in accordance with the legislation of the country where the Work is being performed and in any other countries, be entitled to make the statutory deduction at the relevant withholding tax percentage from any payment made to the Supplier. The Purchaser will provide the Supplier with tax receipts after receiving them from the applicable authority or other proof of payment for any withheld taxes. The Purchaser will not reimburse the Supplier for withheld taxes and shall not be held accountable for any tax liability levied on the Supplier and if the Purchaser suffers any cost as a result of Supplier's lack of compliance with business and tax regulations in the country where the Work is being performed and in any other country, then the Supplier shall immediately reimburse Purchaser costs incurred.

The Supplier shall indemnify the Purchaser for any increase in the cost of performing the Works or schedule consequences arising out of any change in law from the government of the relevant jurisdictions. Change in law is defined as new law or regulation, including tax regulation, tax resolution, tax decree or similar, or amendment or change in interpretation of an existing law or regulation, enacted and coming into effect after submission of tender. Any overall decrease in the cost of performing the Works arising from the circumstances aforementioned shall conversely result in the decrease of the Price.