

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, 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.
- 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 means the goods to be provided and/or any services to be performed under this Purchase Order, including any required documentation.

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.
- 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 in any order confirmation from the Supplier shall be of no effect 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 Art. 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. The Supplier shall indemnify and hold harmless the 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 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) be capable of the standard of performance specified in the Purchase Order, and e) be fit for the purpose for which it is supplied 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, Supplier shall search for defects and inconsistencies ("errors") in 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 in accordance with then all extra costs and all loss incurred due to this shall be borne by Supplier. Upon receipt of notice from

Supplier Purchaser shall, without undue delay, 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 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 or any other condition of the Purchase Order, 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 forfeit its rights to claim additional compensation for such unless he has initiated court proceedings within 6 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 by circumstances for which Supplier is responsible, shall not entail any change of the Price or the Delivery Date in Supplier's favour.

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 Suppliers 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 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 or acceptance of the Work or any part thereof or any waiver of any rights in respect thereof by Purchaser shall not relieve Supplier from any of its obligations under the Purchase Order or at law.

6 HEALTH, SAFETY AND QUALITY ASSURANCE

- 6.1 Supplier shall have implemented and use HSE systems in accordance with applicable laws and regulations. The 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 9001:2015 (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 HSE and QA systems.
- 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 Any audits made by Purchaser shall not relieve Supplier of his obligations to perform 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 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 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 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 delivered in accordance with the requirements of the Purchase Order at the Delivery Date, unless this is caused by Force Majeure.
- 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 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 to, at its option, to claim compensation for the actual losses suffered 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. If no term is specified in the Purchase Order, delivery DAP (Incoterms 2010) 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 of such completion and Purchaser may also claim liquidated damages the basis of the number of days with which the Delivery Date must be assumed to have been overdue if Supplier should have completed the Work himself.
- 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) and iv) the amount invoiced.
- 9.3 If Supplier has carried out Work per account rendered, 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 Purchaser or a person authorised by Purchaser is entitled to audit Supplier charges and all documentation concerning Work to be paid as per account rendered. The right to audit is valid from the entering into of the Purchase Order and until 2 years after delivery.
- 9.6 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 30 months from delivery has occurred.
- 10.2 If the Work is or becomes defective, it shall be rectified as soon as possible at Suppliers cost. Any part of the Work remedied hereunder shall be subject to a further 30 months guarantee. 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 rectify 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. 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 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 his payments, ii) if Purchaser is entitled to, or it is clear that Purchaser will be come 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 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 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 cancellation.

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 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 bear the costs related to rectification if the damage is caused by Purchaser in a manner for which Purchaser may be held liable in damages.

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 give each other information and other assistance needed for 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:

- a) Insurance to adequately cover the liabilities of Supplier hereunder;
- b) Personnel insurance which shall cover losses connected with illness, personal injury or accidental death in Supplier Group, to the extent required by applicable laws;
- c) Employers liability insurance as required to comply with applicable laws and regulations;
- d) Professional and General liability insurance covering all activities of Supplier.

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

- e) 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.

- f) P&I insurance, including oil pollution insurance for such vessels and installations as mentioned in e) above.
- 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 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 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.
- 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 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.
- 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**
- Excluding only the Suppliers indemnity obligations, the liability of the Supplier for breach of this Purchase Order shall be limited to the Price.
- 24 ANTI CORRUPTION UNDERTAKINGS**
- 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")
- 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**
- Seller shall be responsible for the customs declaration of the items he receives from Purchaser (company provided items) to be used in Seller'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 Seller by reason of the Contract.
- 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.
- 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:

- a) 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.

28 TAX

Supplier is responsible for making all necessary registrations for tax, employment and social security purposes, as applicable, in the country in which the Work are to be performed.

Unless otherwise agreed, Purchaser shall reimburse Supplier for Supplier's reasonable external costs in making such registrations, provided however that (i) such external costs have been approved by Purchaser in advance; and (ii) the costs are documented by original receipts evidencing payment by 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 laws and regulations in the country in which the services are to be performed; and (ii) withholding and/or paying all taxes, fees, charges and other payments levied on the income paid to its employees.