

1. Application

The following General Terms shall apply for all orders for purchase issued by Optimar AS to Suppliers unless otherwise specifically agreed in writing.

No other terms and conditions, neither Supplier's nor any Sub-contractor's general terms and conditions shall apply, and Supplier waives any right which it might otherwise have to rely on such terms and conditions.

These terms and conditions are also applicable both for frame agreements and specific project purposes and determines the rights and obligations of Optimar AS under which the supplier ("Supplier") agrees to sell and deliver the goods and/or services ("Goods") to be used by or delivered to Optimar AS.

These Terms and Conditions of Purchase are supplemented by Orgalime General Conditions for the Supply of Standard Products.

In case of inconsistency or conflict between the terms and conditions, this document shall prevail.

2. Definitions

"**Purchaser**" means Optimar AS and its subsidiaries at any time;

"**General Terms**" means these general terms and conditions for purchase forming part of the PO;

"**Goods**" means materials, equipment, documentation and other goods to be delivered by Supplier pursuant to a PO;

"**End User**" means the Purchaser's client.

"**PO**" means a purchase order issued by Purchaser for Goods or Services to be delivered by Supplier, and wherein a reference is made to these General Terms;

"**Services**" means services to be provided by Supplier to Purchaser pursuant to the PO;

"**Supplier**" means a supplier of Goods or Services to Purchaser.

3. Confirmation of Order

Supplier shall confirm the PO with all prices as soon as possible, and always within four (4) working days after receipt of the PO. If Supplier fails to confirm the PO, Purchaser may cancel the PO without any liability towards the Supplier.

4. Performance

The Goods shall be supplied to comply with quantity, quality, and description, and in compliance with all statutory requirements mandatorily applicable.

Supplier shall ensure personnel with relevant competence and experience to provide the Services. The work shall be performed in compliance with applicable standards and codes of practice of the industry concerned.

5. Delivery

Unless otherwise set forth in the relevant PO, delivery shall be made DDP to the receiver stated in PO in accordance with Incoterms 2020. The Goods shall be delivered properly packed and marked in accordance with the requirements in the PO.

Deliver first, settle later. Irrespective of any events of dispute between Supplier and Purchaser including Purchaser's non-payment due to any good faith dispute of any invoice issued by Supplier, Supplier shall meet its obligation to deliver the Goods and Services and is not entitled to any right of suspension or to withhold any Goods or Services to be delivered.

6. Terms of payment

Unless otherwise specifically stated in the PO, Purchaser shall pay all invoices within 45 days after receipt of correct invoice, provided that all of Supplier's obligations according to the PO are fulfilled. All prices are exclusive of value added tax (VAT) unless otherwise specified in the Purchase order.

Supplier is entitled to interest on overdue payments calculated in accordance with the applicable rate pursuant to the Norwegian act regarding interest on overdue payments (act no. 100/1976). If the invoice is not received by the Purchaser within 90 days after complete delivery of the Goods or Services, the invoice may be rejected at no liability to Purchaser.

7. Defects and warranty

If not otherwise described in the PO, warranty period shall be 24 months from commissioning of the complete delivery from the Purchaser to the End User (upon signature of Protocol of Acceptance), or 30 months from shipment of the products from the Purchaser's premises to the end user, whatever is the earlier.

Non-Conforming Goods. Supplier shall promptly, at its own risk and cost, either repair or replace such Goods or rectify any such non-conformity or defect as found in the delivery. If Supplier fails to repair or replace any non-conforming Goods or Work within a given time from receipt of Purchaser's claim, Purchaser may choose to keep the non-conforming items and is then entitled to adjust the Order price of such items in a reasonable manner. Third party may be engaged by Purchaser at Supplier's risk and cost to fulfil Supplier's obligations under the Order. Purchaser may also claim compensation for all direct consequences derived from non-conformity of the delivery.

Supplier warrants, furthermore, to obtain and maintain all approvals and certificates necessary for the performance of the PO. Supplier assures to comply with all relevant laws and regulations, hereunder specifically laws and regulations for ethical business performance and adherence to international conventions which Norway is committed to follow.

8. Delay

Supplier shall immediately notify Purchaser in writing, if Supplier has reason to believe that the delivery of the Goods will be delayed. Such notice shall include the reason for delay and state the corrective actions initiated to reduce the delay. If Supplier's corrective actions, in the reasonable judgment of Purchaser, are not sufficient to reduce the delay, Purchaser may require that supplier takes additional actions.

Liquidated Damages. On request, Supplier will provide information of the current status of Goods or Work in comparison to the planned status. Time will be of essence to any delivery. If delivery is delayed, Supplier will be subject to liquidated damages according to the PO or to 1% of the PO value for each day of delay maximized to 30% of the PO value.

9. Termination

Purchaser has the right to cancel the PO by giving written notice to Supplier. In such an event Purchaser shall compensate Supplier all direct documentable net costs arising out of such cancelation, if the cancelation is not caused by Supplier's breach of contract.

Purchaser has the right to terminate the PO with immediate effect by giving written notice to Supplier, if Supplier (i) becomes insolvent, (ii) is in material breach of its obligations hereunder. In addition to

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termination of the PO, Purchaser is entitled to recover from the Supplier any costs, losses or damages suffered by the Purchaser due to such termination.

Purchaser has the right to claim ownership of any goods paid in full or partially, at any time, when goods are still at Supplier's site.

10. Force Majeure

Neither Party shall be considered in breach of its obligations under the order if the execution of the duties has been delayed or prevented by force majeure. Force majeure occurrences appear if fulfilment of the order is prevented or delayed of reasons or circumstances which the Parties could not have reasonable anticipated when entering into the order or which could not have been avoided by reasonable means.

11. Indemnity and liability

Supplier shall indemnify Purchaser from and against all claims, expenses and losses from any infringement of patent, license, copyright, etc. arising from or in connection with goods or equipment supplied or work carried out according to the PO.

Supplier shall be liable for any loss or damages to equipment caused by its own and its sub-contractors personnel. Any such damage shall be repaired at Supplier's time and expense.

The parties shall mutually indemnify and hold each other harmless from and against all injury to or death of their respective personnel that may arise in respect of the PO.

12. Quality assurance and control

Supplier shall have a documented, implemented and auditable Health, Safety, Environment and Security management system. The implemented system shall ensure a safe performance of the Services in accordance with applicable laws and regulations at any location where the Services are performed. Service personnel shall comply with and have knowledge of safety requirements valid for the worksite.

13. Compliance

Supplier undertakes that it will not, directly or indirectly take part in any action or omission that constitutes (a) bribery, corruption or trading in influence; (b) violation of any applicable laws and/or regulations implemented to combat money laundering; (c) violation of sanctions and/or, trade embargoes; (d) violation of applicable health, safety

and environmental laws and/or regulations, including labour standards; and/or (e) violation of applicable laws and/or regulations on anti-trust and/or competition and/or (f) violation of any human right regulations.

14. Governing law and disputes

The PO shall be governed by and construed in accordance with the laws of Norway. Any dispute that may arise from or in connection with the PO shall be subject to the exclusive jurisdiction of the Norwegian courts with Ålesund city court as agreed venue.cv

These General Terms will always be available at Purchaser's internet home page – whereto a reference will also be made to in the purchase order.