

General Terms and Conditions for Sale of Products and Services

Rev 30.04.2024

1. FIELD OF APPLICATION

The following General Terms shall apply to all of Supplier's quotations and Customer's orders unless otherwise specifically agreed, whether such quotation or order (hereinafter referred to as the "Contract") is concluded orally or in writing. The General Terms shall also apply for future business transactions conducted between the Customer and the Supplier, even if they are not referred to or enclosed in the individual future case(s).

2. DEFINITIONS

"Affiliates" means any legal entity which controls is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty per cent of the shares or interests entitled to vote.

"Customer" means Customer, i.e. the party issuing or confirming orders to Supplier.

"Customer Group" means the Customer, its Affiliates, contractors and their contractors and subcontractors, to the extent they are involved in the Work, and the employees of the aforementioned corporate entities and others whose services are used by the Customer.

"Force Majeure" means 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 Contract and could not reasonably have avoided or overcome it or its consequences.

"General Terms" means these general terms and conditions for purchase forming an integral part of the Contract whereto attached, as amended from time to time.

"Products" means materials, equipment, documentation and other products to be delivered by the Supplier to the Customer pursuant to an order under the Contract.

"Services" means services to be provided by the Supplier to the Customer pursuant to an order under the Contract.

"Sub-contractor" means anyone performing parts of the Work on behalf of Supplier under the Contract.

"Supplier" means OEG Offshore AS, a Norwegian limited liability company, with business registration no. 985 566 461.

"Supplier Group" means the Supplier, its Affiliates, contractors and their contractors and subcontractors, to the extent they are involved in the Work, and the employees of the aforementioned corporate entities and others whose services are used by the Supplier.

"Work" means all Services and sales of Products performed by Supplier in connection with fulfilment of the Contract.

3. SUPPLIER'S SOLE DELIVERY OBLIGATIONS

Supplier shall comply with all applicable laws and regulations in connection with fulfilment of any orders made under the Contract.

Supplier shall perform the Work in a professional and workmanlike manner.

Supplier shall search for errors, omissions and inconsistencies in Customer's documentation and deliveries and shall notify Customer without undue delay if such are identified. However, the sole risk for any such errors, omissions and inconsistencies shall rest with the Customer.

Descriptive specifications, drawings, particulars of weight, dimensions etc., provided by the Supplier, shall be considered approximate only and not binding. Supplier reserves the right to make any changes in the specifications of the Products which are required in order to conform with applicable safety or other statutory requirements, or which do not materially affect their quality or performance.

Supplier warrants that neither it, nor any of its Sub-contractors of any tier, personnel or others acting on Supplier's behalf, shall, in connection with the Work, either directly or indirectly (i) offer, give, agree to give, any person company or organization, any financial or other advantage with the intent to exert improper influence over the recipient or a third party, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; or (ii) offer, promise, pay, give, authorize, request or receive an improper advantage, for himself or anyone else, or accept an offer thereof, in connection with a position, office or assignment.

4. ORDER AND ORDER CONFIRMATION

The Supplier will endeavour to confirm any final orders by way of a formal order confirmation, within 3 business days of receiving the order.

However, and notwithstanding this, any Contracts formed as between the Supplier and the Customer, shall be subject to the General Terms set out herein, to the exclusion of all other terms and conditions that the Customer seeks to impose or incorporate, or which are otherwise implied by trade or custom.

Divergent terms and conditions of the business of the Customer shall only be valid if specifically accepted by the Supplier in writing. This shall also apply in the events where the Customer refers to its own general terms and conditions in an offer or in an order confirmation.

5. PRICE

The price of the Work shall be as per the Supplier's quoted price, or where no price is quoted (or a quoted price is no longer valid), the price listed in the Supplier's price list valid at the date of acceptance of the order.

All prices quoted by the Supplier shall be binding on the Supplier for a period of 30 days. Except as otherwise expressly stated all prices are: (a) exclusive of Value Added Tax which shall be due at the rate ruling on the date of the Supplier's invoice; and (b) unless explicitly stated otherwise in writing, are quoted on an EX WORKS basis (as per Incoterms 2010).

The Supplier may, by giving notice to the Customer, at any time up to 7 days before delivery, increase the price to reflect any increased costs which are due to factors occurring after the making of the Contract and which are beyond the reasonable control of the Supplier, including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs, Customer's instructions or lack of instructions, as well as alteration in design, quantity or specification.

6. TERMS OF PAYMENT

The Customer shall pay all invoices within 30 days after receipt of the invoice. All prices are exclusive of value added taxes (VAT) unless otherwise specified in the Contract.

Unless otherwise agreed in writing, all payments due to the Supplier shall be made in Norwegian Kroner (NOK).

If the Customer fails to make any payment on the due date then without prejudice to any of the Supplier's other rights the Supplier may:

(a) suspend or cancel delivery of any Products or other articles due to the Customer; and/or

(b) allocate any payment made by the Customer to such of the Products (or Products supplied under any other contract with the Customer) that the Supplier may in his sole discretion think fit; and/or

(c) charge the Customer interest from the date when the payment became due from day to day until the date of payment at the rate set out in the Norwegian act relating to Interest on overdue payments (Norwegian: Forsinkelsesrenteloven), which interest shall accrue at such rate before as well as after any judgement.

The Supplier, at its absolute discretion, may require an interim payment from the Customer in respect of, among other things, substantial outlays for parts, and the Supplier shall be entitled to suspend all further works or deliveries or orders under this or any other contract if such interim payment is not received within seven (7) days of demand.

7. VARIATIONS

The Customer has the right to order variations in time of delivery, or an increase or reduction in quality, quantity, character, kind, features and characteristics of the delivery of the Products or part thereof, provided that such variations do not exceed what the parties could reasonably expect when the Contract was concluded.

Variations shall be requested by the Customer in writing. The Supplier shall within five (5) business days by written notice confirm any effects on the Contract Price, time of delivery and technical specifications. All adjustments in the Price shall correspond with the pricing method and principles applied for the rest of the Contract.

The Supplier shall not be under any obligation to carry out any variation work before the parties have agreed on the effects of the variation in question.

The Supplier may, by giving notice to the Customer, increase the price to reflect any increase in the costs of the Supplier to supply the Work, which is due to any such variation orders.

8. DELIVERY AND RISK

The Work shall be delivered to the Customer in accordance with the agreed delivery date set out in the Contract (if any), by (i) the Customer collecting the Products from the Supplier's premises or, (ii) if some other place of delivery is agreed, by the Supplier delivering the Work at such agreed place.

Notwithstanding anything else in these General Terms, and unless otherwise specifically agreed in writing, any dates quoted for the delivery of Products are approximate only and the Seller shall not be liable for any delay in delivery of the Products howsoever caused. If the Supplier fails to deliver the Products or any instalment for any reason within the Supplier's reasonable control, the Supplier's liability shall be limited to the excess (if any) of the cost of the Customer (in the cheapest available market) of similar goods to replace those Products not delivered.

Risk in the Products shall pass to the Customer (a) in the case of Products to be delivered at the Supplier's premises, at the time when the Products are ready for collection or at the time of collection whichever is the earlier; or (b) in the case of Products to be delivered at another agreed place, at the time when the Products are delivered at such place; or (c) if the Customer fails to take delivery of the Products, at the agreed delivery date or at the time when the Supplier has tendered delivery of the Products, whichever is the earlier. In the event that the Supplier arranges transport of the Products to the Customer the Supplier shall act as agent of the Customer for the purpose of arranging such transport and the Customer shall pay to the Supplier transport charges at cost plus 10% which transport charges shall be due on the date for payment of the price. The Products may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and shall be invoiced and paid for accordingly as set out in these General Terms. Failure by the Customer to pay for any of the instalments in accordance with the General Terms shall entitle the Supplier (at its sole option) to treat the Contract as a whole as repudiated by the Customer and/or without further notice suspend further deliveries of the Products pending payment by the Customer.

If the Customer fails to take delivery of the Products or fails to give the Supplier adequate delivery instructions (if necessary) at the time stated for delivery, for any other reason than Supplier's own fault, then without prejudice to any other right or remedy available to the Supplier, the Supplier may (i) store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage and/or (ii) sell the Products at the best price reasonably obtainable to a third party, and claim the Customer for the difference between the price and the actual payment obtained (if any).

9. TESTING

If the Customer require any further testing of the Products than performed by Supplier prior to delivery, such tests may be carried out at Supplier's premises, but any costs resulting therefrom shall be for the account of the Customer.

10. CANCELLATION

If the Customer makes any voluntary arrangement with its creditors, becomes subject to an administration order or becomes bankrupt or goes into liquidation, administration or receivership, or any diligence is effected over any assets of the Customer or the Customer ceases or threatens to cease to carry on business or the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer, then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer.

If the Products have been delivered, but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

In addition to the above, the Supplier reserves the right to cancel the Contract at any time if the conditions pertaining to the provisions of the Products make termination advisable on grounds of safety.

In the event that the Supplier cancels the order with the consequence that the performance of the Work ceases, Supplier is entitled to payment for Work already performed, as well as payment for documented and necessary costs incurred by Supplier as a result of the cancellation.

Customer shall remove materials from Supplier's site at its own cost.

11. DEFECTS AND WARRANTIES

The Supplier guarantees that the Work upon delivery conform to relevant public regulations and that the Work are free of defects in material, workmanship and design. This guarantee expires 12 months after the Work is taken into use.

The Customer shall examine the Products with reasonable time after delivery. If any defects are found, the Customer shall notify the Supplier thereof in writing within reasonable time thereafter. If the Customer fails to notify the Supplier of any such defects within reasonable time, any claim against the Supplier in accordance with the above will be barred.

If the Work is found to be defective during the guarantee period, Supplier shall at his own cost remedy the defects within reasonable time. If the Supplier is not able to remedy a defect within reasonable time after receipt of the Customer's notification, the Customer has the right to have this work done by itself or by third parties, with all documented and reasonable costs for the Supplier's account.

The Supplier shall under no circumstances be liable for costs relating to

- i) dismantling of other objects than the Work to provide access to the Work;
- ii) board and lodging offshore;
- iii) transport to, from and at the offshore location; or
- iv) heavy lift operations offshore.

If any guarantee work is performed in the guarantee period, any replaced/repared parts of the Products shall be guaranteed by the Supplier for a renewed 12 months' period.

The above remedies shall be the sole remedies available to the Customer in case of defects. The Supplier shall be under no liability in respect of defects in the Works resulting from drawings, design or specification supplied by the Customer. The Supplier shall be under no liability in respect of any defect resulting from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Work without the Supplier's approval.

The Supplier shall not be under any liability in respect of parts, material or equipment not manufactured by the Supplier. In such case, the Customer shall only benefit from the warranty (if any) provided by the sub-supplier to the Supplier.

12. INTELLECTUAL PROPERTY RIGHTS

The design of the Work or the development of drawings, specifications, dies, patterns, tools software or other intellectual property rights related to any such Work, shall be the exclusive property of the Supplier.

Where designs or specifications have been supplied by the Customer for manufacture by or to the order of the Supplier, then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Work shall not infringe the intellectual property rights of any third party. The Customer shall indemnify the Supplier against all damages, penalties, costs and expenses to which the Supplier may become liable if any Work done in accordance with the Customer's specification involves any infringement of such rights.

13. ASSIGNMENT AND SUB-CONTRACTORS

The Supplier may assign all or parts of its rights and obligations under the Contract to any Affiliates or third parties by written notice to the Supplier.

The Customer shall not assign this Contract or subcontract any part of same without prior written approval by the Supplier. A change of ownership in Customer shall be regarded as an assignment of the Contract.

14. FORCE MAJEURE

The Supplier shall not be considered to be in default in performance of its obligations under the contract to the extent such performance has been prevented by Force Majeure, provided the Supplier notifies the Customer in writing without delay on the intervention and on the cessation of such circumstance.

If the performance under the contract is suspended for more than 2 months, the Supplier shall be entitled to terminate the contract by written notice to Customer.

15. CONFIDENTIALITY

All information, including without limitation, the signing and contents of the Contract, disclosed by the parties in connection with the Work shall be regarded as strictly confidential, and shall not be disclosed to any third party without the prior written consent of the other party. Notwithstanding the abovementioned, the parties may disclose such information to employees and advisors, to the extent necessary to fulfil the Work.

16. INDEMNITY, LIABILITY

The Supplier shall indemnify the Customer Group from and against all claims, foreseeable losses or damages concerning: a) the injury to or death of any employee of the Supplier Group, and b) loss of or damage to any property of the Supplier Group arising out of or in connection with the Work. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Customer Group.

The Customer shall indemnify Supplier Group from and against all claims, losses or damages concerning: a) the injury to or death of any employee of the Customer Group, and b) loss of or damage to any property of the Customer Group arising out of or in connection with the Work. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Supplier Group.

Each party shall indemnify the other from and against any claim concerning loss or damage suffered by anyone other than Supplier Group or Customer Group arising out of or in connection with the Work, and regardless of whether or not contributed to by the wilful misconduct or negligence in any form.

Neither Party shall be liable to the other for: (i) any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), (ii) loss of profit, business, contracts, revenue or anticipated earnings, or (iii) loss of a chance, costs, expenses or other claims for compensation of whatsoever nature (whether caused by the negligence of the Party, its employees or its agents or otherwise), which arises out of or in connection with the Contract.

The maximum liability of the Supplier under or in connection with the contract shall not exceed 50 % of the contract price.

17. TITLE TO THE PRODUCTS

Notwithstanding delivery and the passing of risk in the Products or any other provision of these General Terms, the title to the Products shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price plus VAT and all other sums due in respect of the Work under Contract and in respect of all other Products agreed to be sold by the Supplier to the Customer for which payment is then due.

Until such time that the title in the Work passes to the Customer, the Customer shall keep the Work separate from those of the Customer and third parties and keep the Work properly stored, protected, insured and identified as the Supplier's property.

Risk of loss of or damages to the Products shall pass upon delivery, cf. section 8.

19. GOVERNING LAW AND DISPUTES

The contract shall be governed by and construed in accordance with the Norwegian law and the parties hereto shall submit to the exclusive jurisdiction of Norwegian courts, with Stavanger tingrett as the agreed venue.