

ØYANGEN AS

GENERAL TERMS AND CONDITIONS

1. General

The following General Terms shall apply for any and all Goods and Services delivered by Supplier to any Client, unless otherwise specifically agreed between Supplier and Client in a written contract signed by both parties.

These General Terms shall be regarded as accepted by the Client and agreed between the Parties, upon any of the following circumstances:

1. Receipt by Client of any Order confirmation, in whatever form including by e-mail, from the Supplier, which includes a reference to these General terms;
2. Receipt by Client of an invoice from the Supplier, which includes a reference to these General Terms;
3. The commencement of any Services, work, the ordering or delivery of any Goods by the Supplier for the Client, unless other terms are specifically agreed between the Client and the Supplier in a written contract signed by both parties.

The Client acknowledges and accepts that references to any deviating Client appointed terms and conditions in any document exchanged between Supplier and Client, shall be disregarded and not be applicable for any Goods or Services provided by the Supplier.

These General Terms incorporates the General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment NL09 enclosed hereto as **Appendix A**, to the extent they are not in conflict with these General Terms.

2. Definitions

The following definitions shall be applicable for the General Terms:

"Client" means the legal entity purchasing Goods and/or Services from the Supplier pursuant to an Order, which for the avoidance of doubt shall include any legal entity whose employees have placed an Order with the Supplier. If an employee of a legal entity have placed an Order with the Supplier on behalf of another legal entity, both legal entities shall be regarded as a Client and the Supplier shall be free to choose whether they to pursue the claim for payment against the legal entity whose employee placed the Order, or the entity on behalf of which the Order was placed.

"Client Group" means Client, its subsidiaries and affiliates, co-ventures, joint Interest owners, co-licensees,

contractors and subcontractors of any tier, clients or other third parties that benefit from the Services procured by the Client, Owners, Client's other contractors and subcontractors and the respective employees, directors, agents and/or officers of all the above.

"General Terms" means these general terms and conditions.

"Goods" means any product delivered by the Supplier in accordance with an Order.

"Intellectual Property" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, (v) know how and trade secrets, and, (vi) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

"Order" means Client's order with Supplier for the supply of Goods or Services, whether provided in written correspondence or agreement, or orally.

"Order Confirmation" means the Supplier's confirmation of any Order made by the Client, in whatever form.

"Price" means the price payable by the Client for the Goods and Services as specified in the Order Confirmation, and/or these General Terms Section 4.

"Services" means any related services provided by the Supplier in accordance with an Order.

"Supplier" means Øyangen AS and its subsidiaries, as applicable, at any time.

"Supplier Group" means Supplier and its subsidiaries and affiliates, subcontractors, and the respective employees, directors, agents and/or officers of the above.

3. Orders

An Order either for a new scope or for additional work from the Client to the Supplier can be placed by the execution of a written contract, the issue and confirmation of an Order Confirmation, or an informal agreement in an e-mail or oral confirmation by the Supplier.

For additional work, the Client confirms that all of their employees and employed consultants are entitled to

approve and bind the Client to an agreement for additional work, unless the Client explicitly have informed the Supplier in writing in advance that only certain persons are entitled to approve orders for additional Services/Goods.

Notwithstanding the foregoing, any Order for additional work, Services and/or Goods shall in any event be deemed to be approved by the Client if no objections have been raised by the Client within seven (7) days of:

1. Receipt of an Order Confirmation from the Supplier in any form;
2. Receipt of an invoice from the Supplier pertaining to such additional work; or
3. The actual commencement of such additional work, Services or the ordering or delivery of the Goods in question by the Supplier.

Any price estimation, budget or similar document issued by the Supplier shall be regarded solely as an unbinding indication provided on a reasonable estimate basis, and which may be subject to change. Any price estimation, budget or similar document shall in no circumstance be regarded as a fixed price agreement.

For a fixed price agreement to be concluded for any Order, the Order must explicitly include the phrase "Fixed Price Order" or "Fastprisavtale". Further, if a fixed price Order is concluded, the fixed price will only include the work items / Goods explicitly listed in the Order document, and under no circumstance include an obligation for the Supplier to achieve a specific result or to put in further workhours or provide additional Goods without additional payment.

4. Price

The Supplier shall provide the Services on a time and material basis, unless otherwise agreed in the Order Confirmation or other written agreement between the parties.

The Client shall compensate the Supplier for the provisions of Goods and Services in accordance with the following Supplier standard prices unless otherwise agreed in the Order Confirmation or other written agreement between the parties.

1. NOK 1.285,- per hour for manhours ord. time + Overtime allowance according to Øyangen Price.
2. Cost + Øyangen AS ordinary surcharges.

In addition, the Supplier shall always be entitled to charge the Client for driving/transport from the Supplier's head office to/from the place where the Services are performed and the Goods are delivered, as well as additional costs for overtime (for work in excess of 8 hours per day) at rates of additional 50% and 100% as applicable.

Even if special prices or terms have been agreed for an Order, the Supplier's standard prices will apply for any and all additional work, Services and/or Goods provided, unless explicitly agreed between the parties in writing.

5. Invoicing

Any objections, documentation requests or comments to invoices issued by the Supplier either concerning Services provided or Goods delivered or ordered, must be raised/requested by the Client to the Supplier within the due date of the invoice in question. In the event no objection, documentation request or comment has been submitted by the Client to the Supplier within the due date, the Client fully accepts and undertakes to pay the full amount of the invoice, and forever waive and discharge any claim in respect of such invoice against the Supplier, save for the Supplier's liability for defects.

In the event additional documentation is requested by the Client in respect of an invoice within the due date, and no objection or comment to the invoice in question has been submitted by the Client to the Supplier within 14 days of the date the Supplier responded to the documentation request from the Client, the Client fully accepts and undertakes to pay the full amount of the invoice, and forever waive and discharge any claim in respect of such invoice against the Supplier, save for the Supplier's liability for defects.

6. Delivery

It is agreed that any and all delivery dates indicated by the Supplier to the Client either in an Order Confirmation, written agreement or in any other correspondence are only approximate and are non-binding, unless the delivery date has been expressly designated as fixed and fully binding in an Order Confirmation from the Supplier or other written agreement between the parties. Accordingly, delivery or completion of the Services after such a non-binding delivery date, shall not be regarded as delay for the purpose of NL09 Clauses 10-16.

7. Force Majeure

NL09 to apply, but with the following included at the end of Clause 36:

"Notwithstanding the foregoing and/or anything to the contrary set out in these General Conditions or otherwise, any delays caused by any of the following shall in any event give grounds for relief: (i) the current global shortage in transport and logistic services, electronic components, raw materials, commodities, and/or other critical components, that the Seller and/or its Sub-Contractors require for its performance of the Services and/or delivery of the Goods, unless same is caused by the negligence of the Seller in its choice of or order from the relevant Sub-Contractor, (ii) delays directly or indirectly caused by the war or warlike condition in Ukraine and the

various sanctions imposed in connection therewith, and/or (iii) delays caused by new measures taken by authorities related to the ongoing pandemics and/or (iv) outbreak of the COVID-19 virus at the Seller's and/or the Sub-Contractor's and/or the Client's facilities".

8. Liability

Client shall indemnify Supplier Group from and against any claim concerning:

- a. Personal injury to or loss of life of any employee of Client Group, and
- b. Loss of or damage to any property of Client Group, and

which might arise in connection with the Services or be caused by the Goods in their lifetime. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Supplier Group.

Supplier shall indemnify Client Group from and against any claim concerning:

- a. Personal injury to or loss of life of any employee of Supplier Group, and
- b. Loss of or damage to any property of Supplier Group, and

which might arise in connection with the Services or be caused by the Goods in their lifetime. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Client Group.

9. Intellectual Property rights

The Supplier shall maintain ownership of all inventions, developments and enhancements of Supplier's Intellectual Property, in addition to Intellectual Property produced, developed, invented or created as part of, or in relation to the performance of any Order.

10. Governing law and jurisdiction

This General Terms shall be governed by Norwegian law.

Any dispute between the parties arising out of or related to any Order shall be settled by court proceedings with Møre og Romsdal tingrett as the agreed legal venue.