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| Eier/Rolle  | IKM Innkjøp / Purchasers and supplier approver | Rev. nr   | 012        |
| Godkjent av | Ingjerd Klyve                                  | Rev. dato | 2024.02.16 |



## 0 DEFINITIONS

|                      |   |
|----------------------|---|
| Buyer                | The company stated as such in the Purchase Order or its successors or permitted assignees.  |
| Buyer Group          | Buyer and its parents, subsidiaries and affiliated companies, Buyer's other suppliers and contractors of any tier, to the extent they are involved in the project to which the purchase relates to, Buyer's client, and the officers, directors, employees, agents, and representatives of the aforementioned corporate entities.   |
| Documents            | Drawings, documentation, calculations, certificates, manuals, datasheets and all other technical, commercial or other documentation and data to be supplied by Seller under the Purchase Order or otherwise agreed.   |
| Goods                | All equipment and materials to be delivered by Seller pursuant to the Purchase Order  |
| Purchase Order       | The separate contract document describing the Goods, whether called purchase order form or otherwise together with any special conditions, these Standard conditions of purchase, any appendices and attachments thereto and any signed amendments and variations to said documents.  |
| Purchase Order Price | Means the total price specified in the Purchase Order which shall constitute full compensation to Seller for the Work, including all costs, expenses, duties, fees or charges of any kind incurred by or levied on Seller related to the performance of the Purchase Order and the provision by Seller of the Work, including any additional orders (variation orders) under the same order number.   |
| Sanction Laws        | Means any law, regulation, resolution, decision, embargo and/or restrictive measures that are or may be implemented, adopted, imposed and/or enforced by any competent authority, including - but not limited to - the Norwegian authorities, the United Nations (UN), the European Union (EU) and, unless otherwise specifically agreed, the United States (USA), and which prohibit or limit the right to interact with certain countries, territories, authorities or specific persons or companies. |
| Seller               | The company or person stated as such in the [Purchase Order Form] or its successors or permitted assignees.   |
| Seller Group         | Seller and its parent, subsidiaries and affiliated companies, and Seller's suppliers and contractors of any tier, to the extent they are involved in the project to which the purchase relates to, and the officers, directors, employees, agents, and representatives of the aforementioned corporate entities.  |
| Services             | All activities that Seller is required to carry out and/or deliver under the Purchase Order, which are not Goods or Documents.  |
| Work                 | All activities that Seller is required to carry out and deliver under the Purchase Order and agreement including the Services, Goods and Documents as well as everything necessary for the provision of the Services, Goods and Documents to Buyer in accordance with the Purchase Order.   |

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## 1 GENERAL

- 1.1 These conditions of purchase shall apply unless otherwise agreed in writing.
- 1.2 If the Seller uses or refers to other general or special terms of delivery for instance in his order confirmations or invoices, such deviations shall be deemed not to apply, unless otherwise explicitly agreed in writing.

## 2 INTERPRETATION

- 2.1 In the event of any conflict between the provisions of the Purchase Order, the various
- 2.2 contract documents shall be given priority in the following order:
  - a) The Purchase Order
  - b) Any special conditions agreed between the parties and constituted in writing,
  - c) These IKM General Conditions of Purchase,
  - d) [IKM-HMS-F-19E IKM Business Partner Code of Conduct](#),
  - e) Any other appendices to the Purchase Order in the order they are listed, unless stated otherwise.

## 3 OFFERS

- 3.1 Offers shall be submitted free of charge. Any deviations from the Buyer's inquiry shall be stated explicitly.
- 3.2 The Buyer has the right to accept any offer or reject all offers.

## 4 ORDER AND ORDER CONFIRMATION

- 4.1 Only written orders are binding for the Buyer.
- 4.2 The Buyer's order confirmation shall be signed and returned no later than 5 workdays after receipt.

## 5 GENERAL OBLIGATIONS OF SELLER

- 5.1 Seller shall ensure that the Goods and Services is performed strictly in accordance with the terms herein and Purchase Order, and in accordance with the Documents furnished by Seller and accepted by Buyer.
- 5.2 Seller shall further ensure that the Work is performed in accordance with high standards of engineering practice and workmanship and that the Goods, Documents and other deliverables are of a satisfactory quality as reasonably perceived by Buyer.
- 5.3 Seller represents and warrants it has examined the Purchase Order and will examine other data supplied by Buyer from time to time. Seller's failure to examine the Purchase Order and/or other data or to become knowledgeable about or to discover matters which Seller ought to have known or discovered in the performance of its examination and which affect the Work shall not relieve Seller from its obligations under the agreement between the parties.
- 5.4 Seller shall comply with and shall ensure Seller Group complies with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the Work or any site where the Work is performed, including without limitation laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce and organization of labor as further specified in clause 8 below. Seller shall indemnify and hold Buyer Group harmless for all costs, loss and damages (including any fines) incurred as a result of Seller Group's breach of this article.

## 6 DELIVERY, TIME OF DELIVERY

- 6.1 The Goods shall be properly packed and marked and shall be delivered at the time and the place of delivery agreed in the Purchase Order.

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- 6.2 Delivery shall be DDP the agreed place of delivery according to Incoterms 2020 (or any later version being applicable at the time of the Purchase Order) unless otherwise specifically agreed in the Purchase Order or follows from clause 6.3.
- 6.3 If it has been agreed that the Seller shall carry out installation or commissioning, or that functional testing shall be performed in connection with the delivery, delivery shall be deemed not to have taken place before installation, commissioning or testing have been completed, and the Buyer has confirmed acceptance of delivery in writing.
- 6.4 The Seller carries the risk of loss of or damage to the goods as well as all costs in this connection, until delivery has taken place, unless otherwise agreed in the Purchase Order.

## 7 REQUIREMENTS FOR QUALITY ASSURANCE AND HSE

- 7.1 The Seller shall have a satisfactory quality assurance and HSE system appropriate for the purchase. Relevant system requirements based on ISO 9001, ISO 14001 and ISO 45001 or similar shall be complied with.
- 7.2 The Seller shall ensure that all materials used in production or processes meet the health, safety and environmental regulations applicable in the country of production and sale.
- 7.3 The Seller shall ensure that the deliveries/products comply with the (requirements stipulated in the chemicals lists published by the regulatory authorities) regulatory authorities' requirements for chemicals. Applicable REACH regulations (EC 1907/2006 - Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals) shall be included.
- 7.4 When chemical substances or products are supplied the Seller is responsible for ensuring that the statutory safety data sheets are registered/will be registered and maintained in the Product Information Database (PIB) in Norwegian, and for meeting the associated costs.
- 7.5 The Seller shall when relevant, with regards to quality, maintenance and the external environment, ensure that lifecycle assessments are performed and documented for IKM.
- 7.6 The Buyer shall have the right to perform quality audits at the Seller's and his suppliers' premises.
- 7.7 The Buyer has with at least 7 (seven) calendar days' notice, the right to perform inspections and controls at the Seller's and/or the Seller's suppliers' premises in order to verify that goods are made according to the agreed requirements, and the Seller shall assist the Buyer at such inspections. Furthermore, the Seller shall provide test protocols, material certificates, calculations and other documentation which the Buyer may request.
- 7.8 It is the Seller's responsibility, immediately and on his own account, to rectify any errors or defects that are detected through the Buyer's inspection, control and audit.
- 7.9 The Buyer's performance or omission of inspections, controls or audits shall not relieve the Seller from the responsibility to ensure that the delivered goods and services comply with agreed requirements.

## 8 CORPORATE SUSTAINABILITY AND ETHICS

### 8.1 General

The Seller and its subcontractors must adhere to [IKM-HMS-F-19E IKM Business Partner Code of Conduct](#), as well as all laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce and organization of labor, including:

- [UN Guiding Principles on Business and Human Rights - UNGP](#)
- [UN Global Compact - UNGC](#)
- [ILO Declaration on Fundamental Principles and Rights at Work \(1998\)](#)

### 8.2 External environment, sustainability, working conditions

The Seller must through its environmental work contribute to an increased focus on sustainability and the external environment.



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The Seller must have documented systems for managing and monitoring safety, health and the working environment as referred in clause 8.1. The systems must meet the conditions set out in clause 7 (Requirements for quality assurance and HSE).

All labor at the Seller Group must have orderly pay and working conditions, and be treated in such a way that national rules in the country of execution, as well as internationally recognized principles and guidelines relating to human and worker rights, child labor, working environment etc., are respected.

For the parts of the Work that are carried out in Norway, the Seller must ensure that the conditions are put in place so that trade union activities among the Seller's own employees, the subcontractors' personnel and hired labor can take place in accordance with Norwegian practice, cf. also [IKM-HMS-F-19E IKM Business Partner Code of Conduct](#).

### 8.3 Ethics, anti-corruption and human rights

When carrying out the agreement and the Work, the parties must comply with the requirements relating to ethics, anti-corruption and human rights set out in clause 8.

In connection with the Work, the Seller must have a management system which is in line with the OECD's guidelines for multinational companies and which is sufficient to ensure proper follow-up that subcontractors also comply with the agreed ethical requirements.

The Seller must provide the Buyer with the necessary information and documentation as a basis for the Buyer's reporting and duty to provide information on sustainable development and social responsibility, including the requirements applicable at all times in Act 17 July 1998 no. 56 on annual accounts etc. (Nw. Regnskapsloven) and Act 18 June 2021 no. 99 on transparency in business and work with basic human rights and decent working conditions (Nw. Åpenhetsloven) etc. When it comes to the information that is necessary from subcontractors in order for the Seller to be able to fulfill its information and documentation obligations towards the Buyer, the Seller is nevertheless only obliged to do what is reasonable to obtain such documentation.

The Seller must carry out risk-based due diligence assessments in the supply chain in line with the OECD's guidelines for multinational companies for the execution of the Work. In the due diligence assessments, the Seller must, among other things, map and assess the risk of negative impact and damage during the execution of the Work, as well as describe which measures will be taken to prevent, stop or reduce identified risk of negative impact and/or damage.

### 8.4 Import and export control laws and sanction legislation

The parties acknowledges that import and export control laws of any relevant country may apply to the products and technical information to be delivered pursuant to agreement and the parties shall comply, and ensure that Seller Group and Buyer Group, respectively, complies with such laws.

The Seller warrants and represents that neither Seller Group nor any of their directors or leading employees engaged or to be engaged, is or will be and the Buyer warrants and represents that neither Buyer Group nor any of their directors or leading employees engaged or to be engaged, is or will be:

- a) listed on any list of entities, persons or bodies subject to sanctions under any Sanctions Laws;
- b) owned, controlled by, or act on behalf of any person, body or entity listed on any list of entities, persons and bodies subject to sanctions under any Sanctions Laws; or
- c) conduct any activity in violation of any Sanctions Laws.

### 8.5 Compliance with requirements to environment, ethics etc.



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The parties confirm that they are not in breach of the provisions of clause 8.2- 8.4 at the time of entering into the agreement. The Seller also confirms that it has done or, where contracts for subcontractors are entered into after the time of the conclusion of the agreement, that the Seller shall do what - based on a risk assessment - can reasonably be expected to uncover any violations by subcontractors.

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## 8.6 Breach of requirements to environment, ethics etc.

In case of breach of the obligations to comply in clause 8.2, 8.3 and 8.4 in connection with the execution of the agreement, the party that has breached the obligations shall notify the other party of this and rectify the situation without undue delay. Each of the parties can completely or partially stop the Work until the relationship is rectified by the party that has breached the obligations. Such suspension of the Work does not give the Seller the right to demand adjustment of the delivery plan or the payment where it is the Seller who has breached its obligations. The parties shall further indemnify each other for any loss or damage the other party may suffer as a result of such infringement, including fines, injunctions and claims from third parties.

In the event of a party's breach of clause 8.2, 8.3 and 8.4 as mentioned in the first paragraph, the other party can also terminate the agreement according to clause 13 and 14 (Termination), if the situation cannot be rectified or is not rectified within a reasonable time from the infringement being discovered, and the infringement must otherwise be considered to be significant.

In the event of a significant breach by Seller's subcontractor that is not rectified within a reasonable time from the discovery of the matter, the Buyer can also demand replacement of the subcontractor at the Seller's expense and risk.

## 9 DRAWINGS AND DOCUMENTATION

- 9.1 All documentation such as certificates, drawings, instructions etc. specified in the order, are considered to be part of the delivery. The same applies to documentation, which is not specified in the order, but mandatory according to existing regulations or necessary for the use of the delivered goods and services. Including but not limited to the certificate of origin certificate or consistency.
- 9.2 The Seller shall supply 1 paper copy of general assembly drawings and detailed drawings of each part of the delivery, and 2 paper copies of all other documentation necessary for the installation, operation and maintenance, as well as material certificates and lists of spare parts with the manufacturers' identification. In addition, the Seller shall supply complete documentation in electronic version in open file format approved by the Buyer. Unless otherwise agreed, such documentation shall be delivered at the same time as the main delivery. Foundation, layout and arrangement drawings, or other required vendor information required for Buyer's completion of his designs and engineering, as such may be further specified in the Purchase Order, shall however be delivered in adequate time before the main delivery, in order not to delay the Buyer's preparatory work at the installation site or other design and engineering work required for fulfilling his obligations towards Buyer's client.

## 10 INSTALLATION, COMMISSIONING AND SITE ACCEPTANCE TESTING

- 10.1 If installation, commissioning or site acceptance testing is part of the Seller's responsibility, the Seller shall in due time provide an installation, commissioning and testing plan which shall also clearly state the Buyer's duties according to the agreement, for Buyer's comments and approval.
- 10.2 Installation, commissioning and testing work shall be performed within the framework of the regulations for safety, working conditions etc. applicable at the installation site.

## 11 VARIATIONS

- 11.1 The Buyer is entitled to order such variations to the Goods and Services which he considers required. The Seller has a duty to carry out such variations provided that they are within that which the parties could reasonably have expected when entering into the agreement. Such variations may include, but are not limited to, changes in the scope or quality of the goods or service, changes in technical specifications as well as changes regarding the time of delivery. Variations to the Goods and Services shall be ordered through variation orders.

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- 11.2 When Buyer issues a variation order, Seller shall within a maximum term of fifteen (15) calendar days submit an estimate to Buyer. The estimate shall contain a description of the variation in question, together with any effects on the price and the agreed time of delivery, technical specifications or other effects on any conditions in the agreement.
- 11.3 If the Seller fails to do so, he loses the right later to claim price increase or extension of the delivery time as a result of the variation.
- 11.4 Buyer may require the submission of such estimate prior to issuing a variation order. If Buyer does not order such variation to the Goods and provided that Seller has notified Buyer of such prior to preparing the estimate, then Buyer shall pay Seller's necessary and documented costs for preparing the estimates required by Buyer.
- 11.5 Seller shall not initiate the variation until Buyer has instructed Seller in writing. In the event Seller initiates the variation prior to instruction from Seller, all costs in relation thereto shall be for Seller's account.
- 11.6 Compensation for variations shall be in accordance with the original price- and profit level in the agreement.
- 11.7 If the parties disagree on the effect on the price of a variation, the Seller shall nevertheless implement it if the Buyer requests so without awaiting a final solution of the dispute.

## 12 CANCELLATION

- 12.1 The Buyer may cancel the purchase in whole or in part by written notice to the Seller.
- 12.2 Following such cancellation, the Buyer shall pay the Seller for:
- the unpaid balance for all work already performed, and
  - all necessary and documented cancellation charges and administration costs incurred by Seller as a direct consequence of the cancellation, and
  - for all necessary and documented expenses resulting directly from the cancellation.
- 12.3 In addition to the amounts stated in art. 12.2, Buyer shall pay, within [30 calendar days] after receiving and invoice, a cancellation fee equal to 4 % of the part of the purchase price which is not paid at the date of cancellation, and which shall not be paid pursuant to clause 12.2 a) above.
- 12.4 Apart from this the Seller has no right to compensation as a result of such cancellation.
- 12.5 Payments shall be made in accordance with the provisions of clause 15 (Payment).

## 13 TERMINATION DUE TO SELLER'S BREACH

- 13.1 Buyer is entitled to terminate the agreement with immediate effect by notifying Seller when:
- Buyer has become entitled to be paid maximum liquidated damages in accordance with clause 16.3 (Delay) or
  - It is evident that the delivery of the Goods and/or Services will be so delayed that Buyer purpose of the purchase will significantly fail, or
  - Seller is in substantial breach of the agreement and Seller - after written notice from Buyer to rectify the defect within a reasonable period - has not rectified the deficiency, or
  - Seller becomes insolvent or stops his payments, or
  - Buyer is entitled to termination in accordance with clause 8.6 (Breach of requirements to environment, ethics etc.)

## 14 TERMINATION DUE TO BUYER'S BREACH

- 14.1 The Seller has the right to terminate the agreement with 14 calendar days' notice to Buyer if:
- The Buyer has not paid overdue and undisputed parts of the purchase price or other amounts the Seller is entitled to under the agreement within 75 calendar days after the due date, and after written notice from the Seller to pay within a final reasonable deadline - which cannot be shorter than 7 business days - has still not paid the amount due, or provided a satisfactory settlement guarantee from a bank or an insurance company for the same, or



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- b) there is a significant breach of contract on the part of the Buyer, and the Buyer - after written notice from the Seller to rectify the situation within a reasonable period - has not rectified the situation, or
- c) the Buyer becomes insolvent or suspends its payments, or
- d) Seller is entitled to termination in accordance with clause 8.6 (Breach of requirements to environment, ethics etc.).



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## 15 PAYMENT

- 15.1 The Buyer shall pay to the Seller the price stated in the agreement. Unless otherwise agreed in the Purchase Order, the price shall be fixed and exclusive of VAT. The agreed price includes complete delivery and comprises everything which has not been specifically excluded in the order.
- 15.2 Unless otherwise agreed, payment shall be made 60 days after receipt of Seller's correct rendered invoice following delivery.
- 15.3 All invoices shall include order number and other references required by the Buyer and clearly state what the various amounts relate to. Invoice fees etc. are not acceptable. The Buyer is entitled to return invoices which do not meet with these requirements.
- 15.4 If it has been agreed that the Seller shall provide a bank guarantee, the Buyer is not obliged to make payments until he has received such guarantee. The same applies if it has been agreed that the Seller shall provide copies of insurance certificates or similar documentation of maintained insurances or provide a parent company guarantee.
- 15.5 Buyer may withhold or set-off payment of any disputed or insufficiently documented amounts.
- 15.6 Should Buyer unrightfully withhold, set-off and/or deduct any amounts due, then Buyer shall be obliged to pay interest on all overdue sums at ESTR (Euro short-term rate) + [2%], as displayed on the last business day prior to the first day of the relevant interest period.
- 15.7 Payment of part of the [purchase price] does not imply or entail that Buyer has approved the results of any prior [tests, verifications, inspections, or] deliveries. Nor does part payment imply or entail that Buyer has waived its rights to claim compensation, deductions from the payment or any other rights set out in this contract or in law.

## 16 DELAY

- 16.1 If the Seller has reason to believe that the agreed time of delivery - or any other agreed intermediate milestone for completion of a part of the Work - will not be met, Seller shall immediately notify the Buyer in writing. Such notification shall state the reason for the delay, the expected new time of delivery or completion of the milestone, and the measures Seller will initiate at its own cost in order to minimize the delay. If the Seller fails to give such notification, he is, irrespective of the regulations in clause 16.3, liable for the loss suffered by the Buyer and which could have been avoided had the Seller notified the buyer in due time.
- 16.2 If delivery has not taken place at the agreed time, or it is clear that such delay will occur, the Buyer has the right to maintain the order or terminate it or parts thereof. For items which the Seller shall produce specially for the Buyer in accordance with the Buyer's specifications or descriptions, and which the Seller cannot dispose of in any other way without a substantial loss, the Buyer may only terminate if the delay represents fundamental breach of contract.
- 16.3 In case of delay with delivery of the Goods which is not due to force majeure or circumstances for which the Buyer is responsible, the Seller shall pay the liquidated damages for each calendar day of delay. Liquidated damages per day shall be as agreed in the Purchase Order, or if nothing is agreed therein amount to 0,2 % of the total Purchase Order value. Total liquidated damages shall however not exceed 10 % of the total Purchase Order Price. When maximum liquidated damages have been reached, the Buyer may terminate the relevant Purchase Order irrespective of the type of purchase, cf. clause 14 above.
- 16.4 If a delay is due to faults or negligence on the part of the Seller, or someone for whom he is responsible, the Buyer may instead of liquidated damages stated in clause 16.3 claim damages according to law for the full economic loss he may suffer due to the delay.
- 16.5 The Seller undertakes to limit any delay and its adverse effects to the extent possible.

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## 17 GUARANTEE

- 17.1 The Seller guarantees that the delivered Goods and Services fulfils the agreed requirements, including agreed performance and consumption figures, and are without defects of any kind. In addition, the Seller guarantees that all work performed, including any engineering work, is carried out in a professional manner and suitable for its intended purpose.
- 17.2 The Seller is liable for all defects which occur during the guarantee period. The guarantee period expires 24 months after delivery. However, the guarantee period shall be extended by the length of time the Goods cannot be used as a result of defects. For replaced or repaired parts an equivalent new guarantee period shall apply from the date the replacement or repair is completed.
- 17.3 The Buyer shall be entitled to enforce the guarantees given by subcontractors to Seller.

## 18 DEFECTS

- 18.1 The Buyer shall without undue delay notify Seller in writing of any defects discovered.
- 18.2 If defects occur during the guarantee period, the Seller shall immediately, or at a later date if the Buyer has justifiable basis to demand such delay, rectify such defects on his own account.
- 18.3 Unless otherwise agreed between the parties, the remedial work shall be carried out at the place where the Goods are located.
- 18.4 If Seller does not fulfil his obligations under clause 18.3, Buyer may by notice in writing provide a final period for completion of Seller's obligations, which shall not be less than one week.
- 18.5 If the Seller fails to do what is necessary in order to bring the delivery in accordance with the agreement within such final period as described above in clause 18.4, the Buyer is entitled to carry out the rectification himself or by others for the Seller's risk and account. If Buyer chooses to let a third party carry out the rectification, Seller shall pay Buyer's necessary costs for the rectification, provided that Buyer proceeds in a reasonable manner.
- 18.6 If the Seller does not rectify the defect within reasonable time, or does not rectify the defect completely, the Buyer is entitled to a proportionate price reduction.
- 18.7 The Buyer is entitled to terminate the purchase agreement if the defects constitute a substantial breach of contract, cf. clause 13 (Termination due to Buyer's breach).
- 18.8 The buyer may also claim damages according to law for any loss suffered as a result of defects. If the defects are of such kind that the buyer cannot make use of the Goods as intended, he may instead of damages according to law choose to claim liquidated damages pursuant to clause 17.3 for the inoperative period.

## 19 LIMITATION OF LIABILITY

- 19.1 Sellers total liability for loss and damage incurred under the purchase agreement with Buyer (including, but not limited to, liquidated damages), shall not exceed and amount which equals to 100 % of the total Purchase Order Price.
- 19.2 The limitation of liability does not apply to Seller's duty of rectification of defects, or in case of willful misconduct or gross negligence by Seller.

## 20 INDEMNIFICATION

- 20.1 Buyer shall defend, indemnify, and hold Seller Group harmless from Buyer Group's own indirect losses and damages, and Seller shall defend, indemnify, and hold Buyer Group harmless from Seller Group's own indirect losses and damages. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either party.

Indirect losses and damages according to this provision include but are not limited to: loss of earnings, loss of profit, and loss of production.



## 21 FORCE MAJEURE

- 21.1 Force majeure means an occurrence beyond the control of the party's affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the agreement or accepting the Purchase Order and could not reasonably have avoided or overcome it or its consequences.
- 21.2 A Force majeure situation shall include, but not be limited to,
- war,
  - nuclear disaster,
  - unusually severe natural disasters, including earthquakes, catastrophic floods, hurricanes and typhoons, but excluding weather conditions less severe than the aforementioned,
  - organized strikes at a national level, excluding strikes related to the activity of Seller Group,
  - maritime or aviation disasters.
- 21.3 None of the parties shall be considered in breach of an obligation under the agreement to the extent he can establish that compliance has been prevented by force majeure.
- 21.4 The party invoking force majeure shall immediately notify the other party of the force majeure situation, its cause and estimated duration.
- 21.5 Each party is entitled to terminate the Purchase Order by written notice to the other party if the Force Majeure situation continues, or it is obvious that it will continue, for more than [120 days]. In such case Buyer may require the Goods to be delivered in the condition it is in at the date of termination upon paying a pro rata part of the purchase price. Seller is entitled to the unpaid balance due to Seller for that part of the Work already performed prior to the occurrence of the Force majeure situation and Seller shall ensure that Buyer has full unrestricted title to the same.
- 21.6 In case of Force Majeure, each party shall cover its own costs resulting from the Force Majeure situation.

## 22 RIGHT OF OWNERSHIP

- 22.1 The Buyer becomes the owner of the delivered Goods upon delivery.
- 22.2 If payment in advance has been made, however, right of ownership passes gradually to the Buyer as payments take place, even if the Goods or parts thereof remain with the Seller or his suppliers. The Seller shall nonetheless hold the risk for the Goods until delivery has taken place, cf. clause 6.4.
- 22.3 Models, tools or equipment necessary for fulfilment of the delivery which are provided by the Buyer, are the Buyer's property. The same applies for models, tools or equipment manufactured by the Seller and paid by the Buyer, either in the form of a separate purchase price or as part of the purchase price for the Goods, and these become the Buyer's property as soon as they are manufactured and ready for use.
- 22.4 The Seller shall mark the goods and everything that belongs to the Buyer as the Buyer's property, keep them separate from the Seller's or third party's property and ensure that no part thereof is subject to any liens to the benefit of the Seller or third parties.

## 23 INTELLECTUAL PROPERTY RIGHTS

- 23.1 All intellectual property rights in the Goods, including in any embedded software, and in any technical information relating to the Goods, shall rest with the Seller or, in the appropriate case, with a third party which has licensed the Seller to sublicense these rights.
- 23.2 Seller grants to Buyer and Buyer's client and to anyone authorized by Buyer and client an irrevocable, transferable, royalty-free, world-wide, non-exclusive license to all intellectual property rights which are under, or which prior to delivery of the Work, come under, Seller's control, to the extent necessary for Buyer, Client and Client's partners to utilize the Work including for the engineering, procurement, construction, installation, use, operation, maintenance, modification and repair of the Goods and Documents. Said license can be assigned to any end user of the Work upon the same terms and at no cost to Buyer.



## 24 PATENT INFRINGEMENT

24.1 The Seller shall indemnify the Buyer from any claim caused by the Goods or the use of the Goods or any part thereof representing an infringement of a third party's patent rights or other immaterial rights, except when this is the result of the Buyer's instruction or specifications, and the Seller did not know or should not have known that such infringement existed.

## 25 BANK GUARANTEE

25.1 In case of manufacturing purchases Seller shall at his own cost furnish a bank guarantee of 10% of the total order value, unless otherwise is agreed. Bank guarantee shall be issued by a bank approved by the Buyer and be valid for its full until the warranty expires, including any extended guarantee period, cf. clause 17 (Guarantee).

## 26 CONFIDENTIALITY

- 26.1 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 consent, unless such information:
- Is already known to the parties at the time the information was received, and/or
  - Is or becomes part of the public domain (except by default of the parties or its personnel), and/or
  - Is rightfully received from a third party without an obligation of confidentiality, and/or
  - Is required to be disclosed by law.

Each of the parties may, however, use or disclose confidential information to a third party, to the extent necessary for the performance of and control of the Work and use of the Goods. In such cases the parties shall ensure that the third-party signs a written confidentiality agreement in accordance with clause **Error! Reference source not found..**

## 27 GOVERNING LAW AND LEGAL VENUE

- 27.1 These general conditions, the Purchase Order and any agreement entered into on the basis of these conditions shall be governed by and construed in accordance with, Norwegian law.
- 27.2 Any disputes regarding the agreement which are not settled amicably shall be settled by legal proceedings unless the parties agree otherwise. In such case the legal proceedings shall take place at the Stavanger District Court.