

	Title: ENVIREX AS TERMS & CONDITIONS FOR DELIVERY			Process owner: Managing Director	Doc. No: ADM-EVX-DOC-002	
	Prepared by: JSC	Verified by: MRO	Approved by: TAU	Revision date: 10.02.2025	Revision No: 03	Page: 1 of 7

# ENVIREX AS TERMS & CONDITIONS FOR DELIVERY

These Envirex AS Terms and Conditions (“Terms”) together with the industry standard terms Orgalim SI 24 shall govern the agreement between Envirex AS (“Seller”) and its subsidiaries and affiliates, parent company and their subsidiaries and affiliates, and the employers of the aforementioned corporate entities (“Seller Group”) and the Buyer when Seller provide sale and installation of equipment and services. Any modifications, deviations or additional terms and conditions from Buyer is not accepted without Seller’s written acceptance.

## Article 1 DEFINITIONS

- 1.1 Buyer means the buyer of the Contract Object as specified in the Purchase Order.
- 1.2 Buyer Group means the Buyer, the Client, and the corporate entities he represents under the Main Contract, their affiliated companies, their other contractors and sub suppliers, to the extent they are involved in the project that the Purchase Order is related to, and the employees of the aforementioned corporate entities and others whose services are used by Buyer or the Client.
- 1.3 Buyer Provided Items means components and materials provided by Buyer to Seller in proper or otherwise agreed time, on Buyer’s cost and risk, for Seller to interface or include in the Contract Object. Such providing shall not include transferring of risk or ownership from Buyer to Seller in any way.
- 1.4 Client means the Buyer’s counterparty under the Main Contract (third party).
- 1.5 Contract means the Purchase Order, Seller’s Quote, these terms and conditions and appendices as described in the before mentioned documents.
- 1.6 Contract Object means the item which Seller, according to the contract, shall deliver, together with all parts thereof, except for Buyer Provided Items before their incorporation into the Contract Object.
- 1.7 Contract Price means the total sum payable to Seller in accordance with the Contract.
- 1.8 Delivery means the place where the risk for the Contract Object goes from Supplier to Buyer (taking-over).
- 1.9 Delivery Date means the date of Delivery of the Contract Object as set out in Art. 6, the Purchase Order, or as varied in accordance with the provisions of Art. 5.
- 1.10 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.
- 1.11 The Guarantee Period commences at the time of Delivery and expires after 12 months if not otherwise specified in the Purchase Order.
- 1.12 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.
- 1.13 Main Contract means the contract Buyer has entered into with Client to provide the Work and/or Contract Object.
- 1.14 Materials means all equipment and materials required for the Work, other than Buyer Provided Items and working equipment.
- 1.15 Purchase Order means the separate document issued by Buyer to Seller ordering the Work and/or Contract Object.
- 1.16 Seller as above mentioned.
- 1.17 Seller Group as above mentioned.
- 1.18 Seller’s Quote means the document that Seller provides to Buyer for the purpose of presenting their offer of delivery of Materials and/or Work at a stated price, under specified conditions, not to be binding if not expressly stated.



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- 1.19 Variation means a variation to the Work, Contract Object, scope of work, contract schedule, specifications, drawings, Buyer Provided Items, etc. made in accordance with the provisions of Art. 5.
- 1.20 Variation Order means instruction of Variation issued in accordance with Art. 5 (“VO”).
- 1.21 Variation Order Request means a request submitted by Seller issued in accordance with Art. 5 (“VOR”).
- 1.22 Work means all work which Seller shall perform or cause to be performed in accordance with the Contract.

## Article 2 CONTRACT DOCUMENTS AND INTERPRETATION RULES

- 2.1 The Contract consists of the following (if applicable) and in order of priority:
- a) Applicable special terms and conditions
  - b) The Terms
  - c) The Purchase Order
  - d) Seller’s Quote
  - e) Orgalim SI 2024
  - f) Other documents made part of the Contract by specific reference (appendices etc.).

## Article 3 OBLIGATIONS OF SELLER AND BUYER

- 3.1 Seller’s quote shall be valid for minimum 30 days if not otherwise specified.
- 3.2 Seller shall perform the Work in a professional and careful manner and in accordance with the Contract, and take good care of the Work, the Contract Object and Buyer Provided Items.
- 3.3 Seller shall keep himself informed of and comply with laws and regulations which apply for the Work and the Contract Object. Buyer is to inform Seller of any and all applicable laws and regulations needed for their and/or their Client’s purpose with the Work or Contract Object. If laws and regulations are issued or informed after the Contract is agreed upon, this shall give the right to a Variation and may affect the Contract Order Price and Delivery Date, ref. Article 5.
- 3.4 Seller shall, in due time, obtain and maintain ordinary approvals and permits for the performance of the Work and which must or can be obtained in the name of Seller. When so requested by Seller, Buyer shall assist in this matter.
- 3.5 Buyer shall, in due time, obtain and maintain all other approvals and permits than mentioned in Article 3.4, hereunder, but not limited to any special approvals and permits necessary for the Work, third party-certification, etc. When so requested by Buyer, Seller shall assist in this matter.
- 3.6 Seller shall comply with Buyer’s requests for information needed for Buyer’s export and import of the Work and/or Contract Object. Such export and import are Buyer’s to handle, cost- and risk wise, ref. Art. 6.
- 3.7 Buyer shall provide Buyer Provided Items and make such decisions as it is obliged to under the contract within given time-limits, or without undue delay.
- 3.8 Buyer is to provide all applicable specifications for Seller to perform the Work and deliver the Contract Object to fulfil a Buyer-specific purpose.

## Article 4 BUYER DOCUMENTS AND DELIVERABLES

- 4.1 Buyer is liable for defects, discrepancies and inconsistencies in Buyer’s documents. Seller shall notify Buyer of any defects, discrepancies and inconsistencies discovered. If Seller notifies Buyer, Buyer shall without undue delay respond with how Seller shall proceed.
- 4.2 Upon receipt of Buyer Provided Items, Seller shall make an immediate visual inspection of products and documents and within one week of their receipt give notice to Buyer of any defects discovered by such inspection. Within a reasonable time thereafter, Seller shall carry out such examinations as a conscientious purchaser would carry out. Seller shall notify Buyer promptly of any defects discovered. Buyer shall without undue delay correct the matter or give Seller applicable instructions on how to proceed.



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## Article 5 VARIATIONS, CANCELLATION AND SUSPENSION

5.1 The Buyer has the right to issue Variations to the Seller at any time to make any Variations to the Work which are within the capability and resources of the Seller. A Variation Order shall be expressly identified as such and be submitted on a prescribed form. The Seller shall proceed immediately as instructed. Seller may request such VO if the Work or Contract Object is changed in any matter.

The Seller shall at the latest within 15 days after receiving or requesting a VO, submit a VOR to Buyer where impacts on the Contract Order Price and Delivery Date is included. Adjustments to the Contract Order Price shall be within a fair valuation, hereunder within the applicable rates if appropriate.

5.2 Buyer may by notice to Seller cancel the Contract with the consequence that the performance of the Work ceases (cancellation). Buyer shall pay all documented costs incurred by Seller and their sub-suppliers in connection with the Contract. A Variation which results in a 50 percent decrease in Contract Order Price shall be deemed as a cancellation.

5.3 Buyer may at their own risk and cost, temporarily suspend the performance of the Work, or parts thereof, by giving notice to Seller. The notice shall specify which part of the Work that shall be suspended, the effective date of the suspension and the expected date for resumption of the Work. Furthermore, it shall state the mobilization plan and any support functions which shall be maintained while the Work is suspended.

Seller shall resume the Work within reasonable time after notification by Buyer. Seller is entitled to a Variation on the Contract Order Price and Delivery Date, if not the suspension is due to a Force Majeure event, then the Seller shall only be entitled to a Variation regarding the Delivery Date.

## Article 6 DELIVERY

6.1 The Delivery shall be EXW Sellers location (Bryne, Rogaland), in accordance with Incoterms 2020, and this marks the actual Delivery Date. If place of Delivery of the Work as described in the Purchase Order alter from the agreed Incoterms, this shall not prevail in concern of the place of Delivery.

## Article 7 PAYMENT

7.1 After receipt of an invoice which satisfies ordinary requirements, Buyer shall, within 30 days, pay the amount due to Seller according to the invoice.

7.2 Payment is stated in NOK, excl. VAT, and shall be index regulated as described below. VAT (Value Added Taxes), other taxes, duties, packaging and transportation costs, etc. will be added and identified in the invoice as applicable. If not otherwise agreed, payment milestones shall be:

- 40 percent of the Contract Price after completed manufacturing,
- 50 percent of the Contract Price after Delivery.
- 10 percent of the Contract Price after completed FAT and received applicable documentation.

7.3 Seller may upon notice to Buyer adjust the Contract Price in accordance with index SSB where  $R1 = R0 \times (M1/M0)$ :

R1 = rate after adjustment

R0 = rate at date of Sellers quote

M1 = Price index of first-hand domestic sales, SSB No. 03675 Table selection: "Price index of first-hand domestic sales (2021=100)" + "domestic and import marked, total" + "month" as of Sellers Quote issue month.

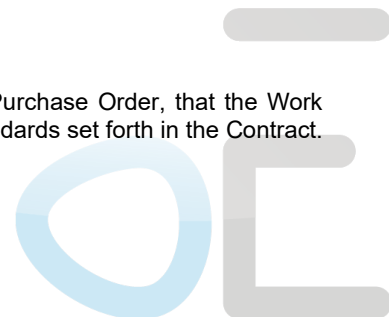
M0 = Price index as above (M1) but as of the month of the applicable invoice.

7.4 If not on-time payment is received, Buyer shall pay interest in accordance with the Norwegian Act on "Interest on overdue payment" ("Forsinkelsesrenteloven") calculated from the due date for payment of the invoice, until full payment is made.

7.5 Buyer shall defend, indemnify, and hold Seller harmless from any liability, claim, cost, or demand resulting from any member of Buyer Group's failure to make any payment, filings, reporting, comply with any procedural requirement or any obligations with respect to any taxes incurred with respect to the work or the Purchase Order. This indemnity shall include all related penalties and interest imposed in addition to the taxes due as a result of the failure of any member of Buyer Group to comply with reporting, filing, payment, or procedural requirements.

## Article 8 SELLER GUARANTEE, DEFECTS AND DELAYS

8.1 Seller guarantees the performance of the Work in accordance with the provisions of the Purchase Order, that the Work and/or Contract Object is free from defects and is capable of achieving the performance standards set forth in the Contract.



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- 8.2 If the Contract Object has a defect when delivered to Buyer or if a defect arises for which Seller is liable under his guarantee and in the Guarantee Period, then Buyer must notify Seller without undue delay, specifying all applicable details and information for Seller to be able to rectify the defect. Subject to such notification, Seller is responsible for the defect and shall rectify it as soon as possible. The rectification is further subject to Buyer's disassembly of the equipment the Contract Object is installed in, and Buyer's transport of the defect Contract Object to Seller's premises before Seller's rectification is performed.
- 8.3 If Seller cannot rectify within a reasonable time from when the Contract Object is in Seller's premises, then Buyer is entitled to rectify the defect by themselves or by a third party, on Seller's cost.
- 8.4 If the Work is delayed, then Seller shall pay liquidated damages to Buyer as of 1 percent of the Contract Price per week. Seller's total liability for liquidated damages under the Contract is limited to 15 percent of the Contract Price.

## Article 9 BREACH OF CONTRACT

9.1 Buyer is entitled to terminate the Contract with 30 days notification prior to termination, when:

- a) Delivery Date is significantly delayed, or
- b) Seller is, or it is evident that he will be, in substantial breach of the Contract, or
- c) Seller becomes insolvent or stops his payments, or
- d) there are substantial deviations from the HSE requirements according to the Contract. The same applies in case of repeated deviations from the HSE requirements,

if Seller has failed to implement necessary correcting measures immediately after having received a notification from Buyer.

9.2 Seller is entitled to terminate the Contract with 30 days notification prior to termination, when:

- a) Buyer's obligations under article 3.7, or payment is significantly delayed, or
- b) Buyer is, or it is evident that he will be, in substantial breach of the Contract, or
- c) Buyer becomes insolvent or stops his payments, or
- d) there are substantial deviations from the HSE requirements according to the Contract. The same applies in case of repeated deviations from the HSE requirements,

if Buyer has failed to implement necessary correcting measures immediately after having received a notification from Seller.

9.3 Seller is entitled to postpone Seller's obligations under the contract until payment or applicable security for payment is provided.

9.4 If breach of contract due to Buyer's acts or omissions, Seller is entitled to be paid for the part of the Work performed and for any reasonable loss due to the termination, subject to article 12.1.

## Article 10 INDEMNIFICATION

10.1 Seller shall indemnify Buyer Group from and against any claim concerning:

- a) personal injury to or loss of life of any employee of Seller Group, and
- b) loss of or damage to any property of Seller Group,

and arising out of or in connection with the Work or caused by the Contract Object in their lifetime. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Buyer Group.

Seller shall, as far as practicable, ensure that other companies in Seller Group waive their right to make any claim against Buyer Group as such claims shall be covered by Seller's obligation to indemnify under the provisions of this Art. 10.1.

10.2 Buyer shall indemnify Seller Group from and against any claim concerning:

- a) personal injury to or loss of life of any employee of Buyer Group, and
  - b) loss of or damage to any property of Buyer Group,
- and arising out of or in connection with the Work or caused by the Contract Object in their lifetime. This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of Seller Group.

Buyer shall ensure that other companies in Buyer Group waive their right to make any claim against Seller as such claims shall be covered by Buyer's obligation to indemnify under the provisions of this art. 10.2.



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10.3 Seller shall indemnify Buyer Group from claims arising out of loss or damage suffered by anyone other than Seller Group and Buyer Group in connection with the Work or caused by the Contract Object, even if the loss or damage is the result of any form of liability, whether strict or by negligence in whatever form, by Buyer Group.

Seller's liability for such loss or damage shall be limited to the lesser of either 50 percent of the Contract Price or MNOK 1. This does not apply to Seller's liability for loss or damage for each accident covered by insurances provided in accordance with Art. 11, where Seller's liability extends to the sum recovered under the insurance for the loss or damage.

Buyer shall indemnify Seller Group from and against claims mentioned in the 10.3 first paragraph, to the extent that they exceed the limitations of liability mentioned in second paragraph, regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Seller Group.

10.4 Seller shall indemnify Buyer Group from claims resulting from infringement of patent or other industrial property rights in connection with the Work, or Buyer's or Client's use of the Contract Object. Nevertheless, this does not apply where such an infringement results from the use of Buyer's specifications and/or documents, Buyer Provided Items, or any other Buyer proprietary rights that Seller is instructed to use, process licences nominated by Buyer from third parties or is the result of compliance with an instruction from Buyer. In such cases Buyer shall correspondingly indemnify Seller Group.

10.5 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 treatment of the claim.

The parties shall give each other information and other assistance needed for handling the claim. Neither party shall, without the consent of the other party, approve of a claim which shall be indemnified, in whole or in part, by the other party.

#### Article 11 INSURANCES

11.1 The parties shall maintain all applicable insurance, hereunder the following:

- a) Worker's compensation and/or employer's liability insurance covering personal injury to or death of personnel to the minimum value required by applicable law, including extended cover for working offshore in accordance with project requirements.
- b) General third party and product liability insurance covering all liabilities in respect of property damage and personal injury arising from the parties activities in relation to the Purchase Order, with a minimum limit of not less than NOK 20 million (NOK 20,000,000) per occurrence and in the aggregate for products liability,
- c) Motor liability insurance in compliance with statutory requirements for not less than the amount required by the applicable legislation.
- d) Industrial insurance covering physical loss or damage to (i) the Contract Object, in part or in whole, while in progress, and (ii) the parties construction plant, machinery and equipment, both for the full replacement value of the property.

Such insurance cover shall be effective from the start of the Work and shall not expire until expiry of the Guarantee Period.

11.2 The parties shall, at the request of the other party, produce certified copies of the policies or insurance certificates with the necessary information, including the expiry date, relating to all insurances taken out in accordance with Art. 11.1.

#### Article 12 LIMITATION AND EXCLUSION OF LIABILITY

12.1 Buyer shall indemnify Seller Group from Buyer and Buyer Group's indirect losses, and Seller shall indemnify Buyer Group from Seller and Seller Group's indirect losses. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either group and regardless of any other provisions of the contract. Indirect losses according to this provision include but are not limited to loss of earnings, loss of profit, loss due to pollution and loss of production.

12.2 Seller's total liability for breach of contract, regardless of whether the Contract is terminated or not, shall be limited to the lesser of either 100 percent of the Contract Price or MNOK 5.

#### Article 13 FORCE MAJEURE

13.1 Neither of the parties shall be considered in breach of an obligation under the contract to the extent the party can establish that fulfilment of the obligation has been prevented by Force Majeure.

13.2 The party invoking Force Majeure shall, as soon as possible, notify the other party of the Force Majeure situation.

13.3 Except as set out below in second paragraph each party shall cover its own costs resulting from the Force Majeure situation.



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If Buyer's Force Majeure is due to the Client invoking Force Majeure, Art. 5.3 shall apply accordingly, provided and to the extent Buyer has the same rights under the Main Contract.

- 13.4 If a Force Majeure situation lasts without interruption for 180 Days or more, or it is evident that it will do so, then each party shall have the right to cancel the Contract by notice to the other party. The provisions of Art. 5.2 apply accordingly.

#### Article 14 RIGHTS TO INFORMATION, TECHNOLOGY AND INVENTIONS

- 14.1 Intellectual Property, hereunder but not limited to commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, developed prior to the Contract and provided by Buyer to Seller shall be the property of Buyer.

Inventions made by Buyer during the performance of the Work which is solely based on such information as stated in the first paragraph shall also be the property of Buyer.

Seller shall notify Buyer of such inventions which shall be Buyer's property. Seller shall provide the necessary assistance to enable Buyer, or his nominee, to acquire the patents to the inventions. Buyer shall pay Seller for all reasonable costs in connection with such assistance, including compensation to Seller's employees or others, in accordance with applicable law or general agreements concerning compensation for inventions.

Such information as stated in the first paragraph and inventions as stated in the second paragraph shall be licensed as an irrevocable, royalty-free, non-exclusive right to Seller to the extent necessary in connection with the operation, repair, modification, extension, rebuilding and maintenance of the Contract Object, if not otherwise agreed. All documentation, all computer programs and copies shall be returned to Buyer at the expiry of the Contract, unless otherwise agreed.

- 14.2 Subject to Art. 14.1 first paragraph, all other Intellectual Property, hereunder but not limited to commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by the parties in connection with or arising out of the Work, shall be the property of Seller. The same applies to information developed by Seller mainly on the basis of such information and all other information developed by Seller in connection with the Work.

Subject to Art. 14.1, all other inventions made during the performance of the Work, shall be the property of Seller.

Buyer shall notify Seller of such inventions which shall be Seller's property. Buyer shall provide the necessary assistance to enable Seller, or his nominee, to acquire the patents to the inventions. Seller shall pay Buyer for all reasonable costs in connection with such assistance, including compensation to Buyer's employees or others, in accordance with applicable law or general agreements concerning compensation for inventions.

Seller shall give Buyer and Client an irrevocable, royalty-free, non-exclusive right to use information mentioned in the first paragraph and inventions mentioned in the second paragraph to the extent necessary in connection with the operation, repair, modification, extension, rebuilding and maintenance of the Contract Object.

#### Article 15 CONFIDENTIAL INFORMATION

- 15.1 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, unless such information:

- a) may be disclosed to a third party in accordance with Art. 14, or
- b) is already known to the party in question at the time the information was received, or
- c) is or becomes part of the public domain other than through a fault of Buyer Group or Seller, or
- d) is rightfully received from a third party, without an obligation of confidentiality.

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 Contract Object. In such cases the parties shall ensure that the third party signs a written confidentiality agreement in accordance with this Art. 15.

- 15.2 Seller shall not publish information concerning the Work or the Contract without Buyer's written approval. This approval shall not unreasonably be withheld.

- 15.3 Nevertheless, the provisions of this Article shall not prevent a party from disclosing confidential information to the Ministry of Oil and Energy, the Petroleum Directorate, the Petroleum Safety Authority or to a third party to the extent necessary, according to the applicable law.

#### Article 16 ASSIGNMENT OF THE CONTRACT, ETC.





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16.1 The parties may not assign its rights and obligations under the Contract to a third party, without the other party's approval. Such approval shall not unreasonably be withheld. The assigning party shall carry the cost for such assignment, and upon request provide a security for the fulfilment of the Contract.

#### **Article 17 HEALTH, SAFETY, SECURITY AND ENVIRONMENT**

17.1 Each party confirms upon entering into the Purchase Order that it will act and exercise such Purchase Order in compliance with the highest standards of health, safety, environment and security policies, laws and regulations.

17.2 Where applicable, the Buyer shall ensure that Buyer Group worksite complies with established HSSE standards and shall provide the necessary safety equipment, training and briefing for contractors or employees working on site.

17.3 The parties shall provide safe working conditions for all personnel involved and shall protect equipment, assets and data in accordance with agreed security measures.

17.4 Buyer is liable for any breach of HSSE regulations or standards from Buyer Group and shall bear the cost of mitigating any resulting consequences, including environmental damage or workplace hazards.

17.5 Seller reserve the right to suspend work if HSSE standards are not met or if conditions are considered unsafe, without penalty or liability for delays resulting from the suspension.

#### **Article 18 COMPLIANCE, ETHICS**

18.1 The parties shall respect basic human rights and facilitate decent working conditions.

18.2 The Work and/or Contract Objects shall be performed in accordance with the provisions of the Convention on the Rights of the Child, the ILO Convention, the European Convention on Human Rights or national legislation at the place of production.

18.3 The seller ensures that the working conditions are in accordance with Act 17 June 2005 no. 62 on the working environment, working hours and job security etc. (Working Environment Act) provisions.

18.4 Act 18 June 2021 no. 99 on companies' transparency and work with basic human rights and decent working conditions (the Transparency Act) applies to larger companies that offer goods or services. If Seller is covered by the law, Seller will carry out due diligence assessments and report on these on its own website. On request, Seller will give Buyer access to the due diligence assessments themselves. If Seller is not covered by the Transparency Act, Seller is obliged, at Buyer's request, to supply information about goods purchases and supply chains.

#### **Article 19 LAW AND DISPUTES**

19.1 The Contract shall be governed by and interpreted in accordance with Norwegian law.

19.2 Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceedings shall be brought before the applicable court in Norway (Sør-Rogaland District Court).

