

These general terms and conditions is valid for all projects, sales and work performed by Envirex Group or any of its subsidiaries, if not otherwise agreed in writing between Envirex Group and customer. Envirex Group, or its subsidiaries Envirex AS, Envirent AS and iCsys AS is referred to as “company” in this document. “Customer” is the buying party of services or products from Envirex Group.

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1.0 Changes and Variations to work after purchase agreement

The purchase agreement presented by company to customer is the main contract for the work. If any terms & conditions not agreed in the purchase agreement, this general terms and conditions will apply before other written agreements. If any wordings or terms in the purchase agreement is otherwise than these general terms & conditions, the purchase agreement is the first applicable term for the work specified in the agreement between company and customer.

If any changes or variations shall be considered to the work, after signature of the agreement, any changes to scope, resources, finance or other terms & conditions, must be mutually agreed by a VOR by both parties. The VOR must refer to the original purchase agreement for the work.

Before variation order is signed, company will provide estimate of financial consequences of such changes, time table and expectations towards technical and quality effects. New estimates will overrule original estimates for work execution. Customer may also present suggestion to variation order.

All quotes presented is based on the original requested amount and parts included in offer. Any change to amount or type of parts may affect rates. Such changes will be noted in order confirmation. Delivery time in quotation is based on quotation date. Suppliers, between sales and storage capacities may change in the quotation period. Only order confirmation is valid as delivery confirmation.

1.1 Temporary hold or stop of work

Customer may order company to temporary hold or stop work execution at any time of work execution. The order must be presented in writing. Customer will advise on point of time for stop and point of time for resume work. If temporary stop will cause any extra and direct cost to company or work, customer will pay for these.

Customer may not ask company to stop the work for a longer time than the original time planned for execution for the entire work itself. If company does not accept to hold the project for such a long period, section 1.2 will apply.

1.2 Cancellation of work

Customer may issue notice to company and advice for cancellation of work. If such notice is presented to company, company will invoice all cost related to project until cancellation, included material and personnel. All additional charges company may document has accrued to work, will be invoice to customer. In addition a 10% charge of total work cost will be paid of customer as cancellation fee. Customer may order cancellation at any time of work. Any eventual material or work already performed to customer, will be customer property when paid to company.

1.3 Right to cancellation

Customer is entitled to cancel the agreement without charge of work if, and limited to:

- a) Both parties agrees that company is not able to perform its contractual obligations to customer.
- b) Company is insolvent or is not able to pay its obligations or pay its employees.

If such cancellation is done, the parties will hold responsible for its own cost to work. Customer may choose to accept part of work, articles, documents, designs or other items completed, or partly completed. Customer will pay the amount for the work or items received by the cancellation.

2.0 Use of subcontractors

Company will use subcontractors when appropriate to work. Company is responsible to ensure that subcontractor will perform work according to the works requirements for Q-HSE, customer policy, company policy, finance and competence. Company will provide overview to customer of the subcontractors in project at any time and in advance to work, if required by customer. Customer may ask to use specific subcontractors for company in the specific work. Company may decline using some subcontractors if company find it challenging to hold responsibility for the applicable subcontractor.

2.1 Use of personnel

If any work shall be done on-site of customer site, this will be agreed prior to the purchase agreement. All requirements to certificates, PPE, travel schedules and other relevant requirements shall be presented to company before purchase agreement is defined. All relevant cost related to performance and travel to customer site will be paid by customer. Travel expenses, accommodations and such will be arranged by company and invoiced customer + 10% fee.

Charge for overtime, on-site, offshore or others will be as according to the Envirex standard rates.

Company is located in Klepp, Rogaland. This is the base for all work performed. Any travel will be calculated out from company location. If any work requires more than 1 hour travel per day, customer will pay a 10% extra fee per hour for work performed. This fee is not limited to a specified volume. If any work shall be performed off-shore or in a foreign country, special terms and conditions will apply.

Company is entitled to invoice hours where company personnel was at the applicable location at the correct time, yet prevented to perform the work. Such prevents may be weather, third party obligations, third parties' delays, power failure, customer delays, location shut-down or other external and customer hinders. Customer will hold all risk to site, if work is not performed at company location.

Personnel used by customer from company or has been used in work from company to customer, has a 18 month quarantine period for change of employer. By using company to work for customer, customer accept that customer may not hiring the personnel directly. However, if company hires personnel directly within 18 months after personnel have performed work to customer from company, customer will pay company compensation according to lost estimated income for company.

2.2 Purchase

Any purchase to project done by Envirex will be charged with a 30% service fee included, if not otherwise agreed within a frame agreement between customer and Envirex.

3.0 Legal Disputes

The obligations of the parties in the purchase agreement, and all work, is entirely controlled by Norwegian law and court. If any disputes arises between company and customer, these shall be solved by joint negotiations. If, within 30 days, such negotiations did not succeed, each party may ask to have the dispute decided by arbitration court or by a Norwegian court. Jæren Tingrett is the applicable court for any customer dispute.

4.0 Payment

All rates and cost presented by company is in Norwegian Kroner (NOK) ex 25% vat. Standard payment due date is 30 days after invoice issued. Company is entitled to invoice interest if payment is late, according to Norwegian law. Invoice will be handled by dept agency, if not paid within 14 days after due date and by company notice.

Any work that has a duration for more than 30 days or is valued more than NOK 1 million in work value will be invoice by the following milestones:

30% of total work value	Invoiced by work confirmation (PO or signature)
40% of total work value	Invoiced when reached 50% work schedule (defined by project)
30% of total work value	Invoiced when work completed

All invoices will refer to work number, customer PO, company bank details and eventual item number according to working instructions. Hourly documentation, cost expenses and other relevant information will be attached to invoice. All international export of products or services shall be fully paid by customer in front of shipment if not otherwise agreed.

4.1 Risk and Responsibility

When customer has accepted the work and company delivered the work to customer, customer must pay all company invoices, even if the work has failures or damages after company completion. Customer hold all risk to item or work, when customer has accepted the work or item. Customer may not dispute any conditions to work or object, that customer knew or should know when accepting the work. Company is not responsible for the object or the work or its function after customer have taken over control of the work or object.

4.2 Ownership and copyright

Ownership and copyright to work or objects is company ownership until full payment has been done. Company is reserved the right to use the knowledge, competence and other effects from work to other projects unless otherwise agreed. Any knowledge not paid by customer, yet is a result of the work done is Company property. Any information or knowledge covered by confidentiality agreement is not to be used of any of the parties.

4.3 Duty to notification

If the work cannot be delivered as planned, company will inform the customer as soon as possible and within reasonable time. The notification will include cause of delay, actions implemented to reduce delay and status for delivery. If work proves not to have the technical or quality level as agreed, the very same notification duty applies.

4.4 Extension of deadline

Company may, according to 1.0 ask customer of extension in work deadline. If customer accept to expand work deadline, customer may not ask for fines or charges to company.

5.0 Customer duty

Customer shall help company to perform the work at best possible way. By this, customer shall provide company with all relevant information, preconditions and the nature of the work. If company need clarifications or any other knowledge during the work, customer shall attend to such meetings or provide the required information. Customer is also entitled to give notice to company for all factors that may appear to affect work capability.

5.1 Confidentiality

Any information or knowledge that the parties get known to during the work shall be threatened as confidential and not being published to third parties without customer or company approval. Any such information shall not be given to another party unless:

- a) Information is available for the party on the point of time the information was known
- b) Are or will be public known without any of the parties being the one making information public
- c) Information received from third party without duty of confidentiality

The parties may however share confidential information to own employees, subcontractors or third parties, if it is necessary for the performance of the work. However, in such case the party is responsible of safeguarding that the receiving party is under the very same confidentiality agreement.

Confidentiality is valid for a minimum of 10 years, unless otherwise agreed. Clause in this section is however not applicable, if information must be shared to other parties according to Norwegian law.

5.2 Force Majeure

Neither customer, nor company, shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the Party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the Party affected) or epidemic (“*Force Majeure*”). The Party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof), it being understood that Force Majeure shall not excuse any obligation of customer to pay for invoices due for services actually performed in accordance with the provisions hereof. The Party affected shall promptly notify the other Party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch.

5.3 Terms of delivery

General terms of delivery NL 92 applies if not otherwise agreed. The terms will be presented to customer by request.

Company will deliver all work by Incoterms “Ex works”. This applies for equipment for sale, rental, production on-site or other deliveries of items. All deliveries are Ex Works Klepp Stasjon, Rogaland Norway.

5.4 Drawings, design and other documents

All drawings, design and documentation of work or items is delivered to customer by work completion. Any supportive documentation, drawings or other intangible items not paid explicit by customer, will remain company property. Calculation or supportive programming of software, back-office documents or other information sensitive of competitive knowledge will not be presented to customer.

6.0 Rental equipment terms and conditions

According to Envirent Terms and conditions Document No.: ERT-TC-14-001.

Follow link for rental terms and conditions:

<http://envirent.no/wp-content/uploads/sites/6/2019/06/Envirent-Terms-and-Conditions-ERT-TC-14-001-rev6.pdf>