

## GENERAL CONDITIONS OF PURCHASE

January 2021

### 1 INTRODUCTION

1.1 These general purchase conditions shall apply unless other conditions are agreed upon in writing between the parties. Provided that the person or firm responsible for supplying the Product (hereafter called the "SELLER"), after receiving an order from BUYER, does not immediately specifically object in writing to the abovementioned terms and conditions, the SELLER is regarded to have accepted the terms in their entirety.

1.2 Additional requirements set in ADDENDUM FOR PROVISIONS OF PERSONNEL applies when SELLER shall provide personnel for work at BUYERS facilities/premises.

### 1.2 DEFINITIONS

BUYER: TECHHOUSE AS  
 SELLER: The firm or person specified as such in the purchase order.  
 PRODUCT: The delivery/ies to be supplied under a purchase order and these General Conditions of Purchase, including the work to make such deliveries

### 2 OFFERS/TENDERS

2.1 Costs related to bid preparation and submission shall be borne by the tenderer. Deviations from the inquiry documents shall be clearly specified in writing.

### 3 PURCHASE ORDER

3.1 The purchase order constitutes the entire agreement between the parties, and shall have precedence over the inquiry, bid and other agreements previously made between the parties.

3.2 Other conditions shall not apply to the purchase order unless BUYER has accepted these in writing.

3.3 Only purchase orders in writing shall be considered as binding.

### 4 PURCHASE ORDER CONFIRMATION

4.1 SELLER shall confirm the order by signing BUYER's purchase order confirmation form. If the purchase order confirmation is received BUYER later than 14 days after the purchase order date, BUYER may cancel the purchase order.

### 5. COMMUNICATION

5.1 BUYER's designated Contact Person is the single point of contact during the execution of this Contract and all communication and documents, referencing the Contract / purchase order number, shall be in writing and addressed to such Contact Person.

5.2 Verbal communication shall be confirmed in writing within seven (7) days to retain validity.

### 6 PRICES

6.1 The prices stated in the purchase order shall be considered as fixed, unless expressly agreed to the contrary.

6.2 In the case of deliveries charged for on a reimbursable basis payment will become due according to clause 6 only when the BUYER has had a reasonable time to control and accept all documentation on which the account is based.

### 7 FINANCIAL SECURITY

7.1 If requested by Buyer, Seller shall provide an on-demand bank guarantee, which at all times corresponds

to 10% of the Price. Unless otherwise agreed the guarantee shall be handed over at the same time as the purchase order agreement confirmation or at the latest 14 days after signed Agreement. The guarantee shall remain valid for its full amount until expiration of the guarantee period according to clause 15 below or until all guarantee work is completed whichever is the later.

7.2 Buyer is entitled to withhold payment of any invoice from Seller until a valid Bank guarantee is provided.

### 8 TERMS OF PAYMENT

8.1 BUYER shall make payment within 45 days following the receipt of a correct invoice, provided that all SELLER's obligations according to the purchase order have been fulfilled, and that a complete delivery has taken place. BUYER may withhold disputed amounts.

8.2 If delivery takes place earlier than agreed, the starting point for calculation of the payment date shall be the agreed delivery date.

8.3 Interest on overdue payment shall be payable according to the Norwegian Delayed Payments Act ("Morarenteloven").

8.4 The SELLER is not allowed to transfer any claims or accounts to any third party without written permit from the BUYER. If, after written permission by BUYER the claim or account is allowed transferred to a third party, the SELLER will still be contractual responsible towards the BUYER for any claims or legal remedies. Notwithstanding the above, no written permission is required from the BUYER in the event of corporate acquisition, merger, stock sale or transfer of other such change of ownership by the SELLER, but the BUYER shall without undue delay be informed and proof of financial capability shall be provided upon request.

8.5 The following deductions may be made from any payment:

- any previous payment concerning the invoiced work
- any disputed part of an invoice or any invoice in the absence of documentation.
- any liquidated damages
- any compensation
- any other claims.

### 9 TERMS OF DELIVERY/SHIPPING INSTRUCTIONS

9.1 The provisions of INCOTERMS 2020 shall apply to the delivery.

9.2 If the BUYER is responsible for the transportation, the SELLER shall in good time prior to despatch, request despatch instructions from the BUYER. If SELLER is responsible for the transportation, it shall as soon as possible, and not later than the date of despatch, send an advice note advising of despatch so that BUYER may make preparations for receipt of the goods.

### 10 PACKING LIST/ADVICE NOTE/INVOICE

10.1 Packing lists/advice notes/invoices etc. shall only relate to one purchase order and shall be duly marked according to specifications stated in the purchase order. Packing lists/advice notes and invoices shall be completed so that each item corresponds to the purchase order with respect to item no, goods description and specification.

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- 10.2 All goods shall be duly marked in accordance with packing lists and instructions stated in the purchase order. If the consignment consists of more than one package, each package shall contain a detailed list of contents.
- 10.4 For all deliveries, the goods and packing lists/advice notes shall be duly marked with the gross weight.
- 10.5 Any certificates and other documents specified in the purchase order shall be delivered together with the goods. As agreed, such documents may also be submitted electronically. These documents are considered to be a part of the delivery, and invoices shall not be paid until they have been received.
- 11 CERTIFICATES OF ORIGIN/CUSTOMS INVOICES**
- 11.1 In the case of goods of EU or EFTA origin, BUYER or any third party specified by BUYER shall be supplied with a certificate of origin and customs invoices.
- 11.2 Costs incurred by BUYER due to lack of certificate of origin or customs invoices shall be charged to SELLER and deducted from the purchase price.
- 12 TIME OF DELIVERY**
- 12.1 The delivery shall take place at the time of delivery agreed upon. SELLER shall be deemed to have fulfilled its obligation only when all items specified in the purchase order has been completely delivered.
- 12.2 If delivery is delayed, BUYER is entitled to liquidated damages amounting to 0.2% of the total purchase order price per commenced calendar day. The liquidated damages shall not exceed 15% of the total purchase order price.
- 12.3 Partial deliveries shall not be accepted and cannot be considered as a partial fulfilment of SELLER's obligations unless accepted in writing in advance by BUYER.
- 12.4 As soon as SELLER believes, or has grounds for believing, that the delivery will be delayed, it shall immediately notify BUYER in writing of the delay and the cause thereof. SELLER shall furthermore inform BUYER of the measures it will initiate in order to minimize the delay and also state a revised delivery date.
- 12.5. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 12.2 and if the Product is still not delivered, the Purchaser may in writing demand delivery within a final date. If the Supplier does not deliver within such final date and this is not due to any of the circumstances mentioned in Clause 15 or solely by an act or omission on the part of the Purchaser, the Purchaser may by notice in writing to the Supplier, terminate the Contract with immediate effect in whole or in part.
- 13 CHANGES IN THE PURCHASE ORDER**
- 13.1 The BUYER has the right to order Change to the Product at any time as in BUYER's opinion is desirable. Changes to the Product may include increase or decrease in the quantity, or a change in character, quality, kind of execution of the work or any part thereof, as well as changes to Time of Delivery. Nevertheless, the BUYER has no right to order Changes to the Product which cumulatively exceeds that which the parties could reasonably have expected when the Purchase Order was entered into.
- 13.2 Changes shall be made by means of a Change Order by BUYER. This Change Order shall thereafter be confirmed received by SELLER according to clause 4.1 above.
- 13.3 SELLER shall as soon as possible, within 14 days, inform BUYER in writing of the effects the Change Order will have on the price, time of delivery and technical specifications. If SELLER fails to provide such information, it shall lose its right to demand that it is a Change to the Product and it is deemed to be part of the Purchase Order.
- 13.4 On receipt of a Change Order, the SELLER shall implement it without undue delay, even if the effects of the Change Order have not yet been set out. Disagreement on the effects of the Change Order shall not entitle SELLER to withhold its delivery.
- 13.5 The effects of the Change Order shall be agreed upon in that particular Change Order.
- 13.6 If the parties fail to agree upon the effects of the Change Order and SELLER has not initiated legal proceedings in accordance with article 21 within 8 months after the issue of the Change Order, it shall be recorded on the Change Order that it is deemed to be a part of the Purchase Order.
- 13.7 The BUYER may instruct SELLER the performance of a specific piece of work. If the work so required in the opinion of SELLER is not part of his obligations under the Purchase Order, then SELLER shall submit a Change Order Request to BUYER and as soon as possible prepare an estimate in accordance with article 13.3. If SELLER has not presented a Change Order Request without undue delay after BUYER has required such work to be performed, or after the event which in SELLER's opinion is the basis for claiming a Change Order, then he loses the right to claim that the work is a Change.
- 13.8 When SELLER has made a request within the time limit specified in article 13.7, BUYER shall issue a Change Order. If BUYER is of the opinion that this work is a part of the Purchase Order, it shall be expressly recorded that the Change Order is disputed (Disputed Change Order). Upon receiving a Disputed Change Order, SELLER shall implement it without undue delay.
- 13.9 If SELLER neither has instituted legal proceedings in accordance with article 21 nor has an agreement with BUYER within 8 months after the issue of the Disputed Change Order, then SELLER loses the right to consider the work as Change and it is deemed to be a part of the Purchase Order.
- 14 TERMINATION WITHOUT CAUSE**
- 14.1 The BUYER may terminate the Contract for any reason upon prior written notice. In the event of such termination, the SELLER shall immediately cease all work, and the BUYER shall pay the costs directly attributable to the termination. The SELLER shall, in accordance with the BUYER's instructions, make his best efforts to cancel all subcontracts in the most cost-effective manner and on terms acceptable to the BUYER. The SELLER shall upon termination deliver to the BUYER the Product, semi-finished Product and ordered Documentation or if impossible at this point, any deliverable parts thereof.

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### 15 LIABILITY FOR DEFAULT. INSOLVENCY

- 15.1 SELLER shall ensure that the goods comply with standards of good workmanship, the purchase order specifications and applicable laws and regulations. SELLER undertakes free of charge to repair all defects caused by faults in construction, materials or production, during a period of at least 18 months from the date the goods are taken into use for their proper purpose. The maximum guarantee period is however limited 24 months from the time of delivery. In the event that the goods are out of function for a period owing to SELLER's default, the guarantee period shall be prolonged for a period corresponding to the time it has not been possible to use the goods for their proper purpose.
- 15.2 Parts which are replaced/repared in accordance with the above guarantee provisions, shall have a renewed guarantee period equal to the original guarantee period.
- 15.3 SELLER undertakes under the above guarantee that the goods shall be rectified to comply with the purchase order or replaced by new goods as soon as possible and free of charge.
- 15.4 If SELLER fails to fulfil its obligations in accordance with the purchase order, or becomes insolvent, BUYER may choose one or more of the following alternatives:
- A. Cancel the order.
  - B. Demand that SELLER immediately performs the necessary rectification work.
  - C. Retain an amount sufficient to ensure rectification of the goods
  - D. Demand compensation for all losses incurred by BUYER but limited to the purchase order price.
  - E. Demand a new delivery.
  - F. After informing SELLER in writing, rectify the defects at SELLER's cost, either with own resources or by use of other suppliers.
  - G. Demand a price reduction.

### 16 LIABILITY

- 16.1 The SELLER shall be liable for and defend, indemnify and hold the BUYER harmless from and against all costs, claims, charges, losses, expenses, liabilities and civil proceedings of every kind (hereinafter referred to as "claims") for such as, but not limited to:
- (a) Personal injury, disease, or loss of life, of any employee of SELLER, and
  - (b) Loss or damage to any property of SELLER.
- 16.2 Notwithstanding any other provision of this Contract the entire liability of the SELLER arising out of or in connection with this Contract to the extent permitted by the law applying to this Contract, shall not exceed 100% of the total Contract / Purchase order value including the value of any Variation Order. This limitation shall not apply to any liability for damage to or loss of property or personal injury or death arising from the SELLERs negligence, or to any indemnity given by the SELLER for breach of third party intellectual property rights. Furthermore, this limitation shall not apply with respect to liability resulting from or contributed by the willful or gross negligent acts or omissions of the SELLER.

### 17 FORCE MAJEURE

- 17.1 The parties may be relieved from their respective obligations to the extent that they can prove that they have been prevented from keeping such obligations due to force majeure.
- 17.2 The affected party shall immediately notify the other party of the force majeure situation. If a party fails to give such notice, it shall be precluded from claiming the right to be relieved of its obligations.
- 17.3 In case of force majeure, each party shall be responsible for its own costs resulting from the force majeure situation.

### 18 RIGHT TO INFORMATION

- 18.1 Upon request, BUYER shall be entitled to obtain all necessary information from SELLER, including satisfactory progress reports, information relating to sub-contractors etc.
- 18.2 SELLER shall permit BUYER or BUYER's clients or sub-contractors to carry out such inspections as BUYER deems to be necessary. Inspections carried out by the BUYER shall not relieve the SELLER of its contractual responsibilities.

### 19 OWNERSHIP

- 19.1 Title to the Product including parts thereof such as but not limited to, materials, parts, components, items, models, tools, crates, documentation, rights and the like shall pass to the BUYER progressively as the work is being performed. Notwithstanding the above, title to the Product or parts thereof shall in any event pass to BUYER upon arrival at the worksite and when paid for by the BUYER in whole or in part, if payment has been made earlier.
- 19.2 As soon as the Product or parts thereof arrive/s at the worksite, SELLER shall identify and mark them with an identification number clearly traceable uniquely to BUYERs Purchase Order, and if the Product or parts thereof is/are not placed in a separate storage unit, keep it/them separate from other material.
- 19.3 The BUYER shall at the request of the SELLER assist him in taking any measures necessary to protect the BUYER's title to the Product or parts thereof in the country concerned.
- 19.4 The SELLER shall at all times prior to delivery provide sufficient protection for the Product and parts thereof against damage, loss, theft and the like.
- 19.5 The transfer of title shall not affect the passing of risk according to Clause 9.
- 19.6 When the BUYER for the purpose of the Contract provides free issue parts to the SELLER for incorporation into the Product, such parts shall be and remain the property of the BUYER, but the risk is transferred to the SELLER on receipt by the SELLER.
- 19.7 The SELLER shall pass to the BUYER title to the Product and parts thereof free and clear of all liens, attachments, charges, other encumbrances or claims or the like.
- 19.8 All documentation, drawings, specifications and other technical information for software and hardware, and any other parts developed for this Contract by the SELLER or provided by the BUYER shall be and remain the property of the BUYER, and shall not be copied or otherwise disclosed or transferred to a third party without the prior written consent of the BUYER. The SELLER is

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responsible for and bears the risk for such items whilst on SELLERs or his sub-suppliers' premises.

When the Contract is completed or otherwise terminated or expired, such documents and/or software and/or hardware and/or other parts shall immediately be returned to the BUYER unless otherwise agreed in writing.

- 19.9 All documentation and drawings, specifications and other technical information necessary for the correct transport, storage, installation, operation and maintenance and the like of the Product, together with all technical and quality documentation and the like requested by the BUYER, shall be considered as part of the Product and be and remain the property of the BUYER without restrictions on further use.

### 20 INVENTIONS

- 20.1 Inventions made by the SELLER during the course of the Contract, based mainly or wholly on information provided or paid by the BUYER, shall be and remain the properties of the BUYER. SELLER may only use such inventions for the purpose of the Contract, or as otherwise agreed in writing, excluding by e- mail.

### 21 RESPONSIBILITY AND ETHICS

- 21.1 SELLER shall comply with obligations of Social Responsibility, Business Ethics and Human Resources Policy as found at [www.techouse.no](http://www.techouse.no)

### 22 DISPUTES

- 22.1 This purchase order is governed by Norwegian Law, however, Norwegian private international law shall not apply.
- 22.2 All disputes related to this purchase order shall be settled by the ordinary court of justice within the local jurisdiction of which BUYER's registered office is located.