

## General terms and conditions for Supply

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION WHICH SHALL NOT BE REPRODUCED OR TRANSFERRED TO OTHER DOCUMENTS OR DISCLOSED TO OTHERS OR USED FOR MANUFACTURING OR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN PERMISSION OF CORVUS ENERGY.

### 1 GENERAL

These General terms and conditions are issued on behalf of the Corvus Energy company identified on the face of a purchase order as the "Buyer" and will apply to all orders issued to the Seller for parts and materials for production goods, tooling, and the performance of services.

### 2 DEFINITIONS

- a) "**Agreement**" shall mean the supply agreement entered into between Buyer and Seller.
- b) "**Affiliate**" shall mean, with respect to either Party, another person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party.
- c) "**Bailed Property**" shall have the meaning ascribed to it in Clause 6.
- d) "**Buyer**" shall have the meaning ascribed to it in the main body of the Agreement.
- e) "**Confidential Information**" shall have the meaning ascribed to it in Clause 20e)
- f) "**Deliverables**" shall mean the goods, services and/or other deliverables as ordered by the Buyer as specified in the Purchase Order.
- g) "**Delivery Schedule**" shall mean the schedule for delivery as specified in the Purchase Order.
- h) "**GTC**" shall mean these general terms and conditions.
- i) "**Force Majeure**" shall have the meaning ascribed to it in Clause 17.
- j) "**Intellectual Property Rights**" shall mean all copyrights, patent rights, inventions, trade secret rights, know-how and all other intellectual property rights.
- k) "**Order Confirmation**" shall mean Seller's written confirmation of acceptance of a Purchase Order.
- l) "**Pre-Existing IPR**" shall mean Intellectual Property Rights in any Deliverables created by or licensed to Seller prior to or outside a Purchase Order
- m) "**Purchasing Package**" shall have the meaning ascribed to it in Clause d).

- n) "**Purchase Price**" shall mean the price of the Deliverables as specified in the Purchase Order.
- o) "**REACH**" shall mean the European Registration, Evaluation, Authorization and Restriction of Chemicals Regulation.
- p) "**RoHS**" shall mean the European Restriction of Hazardous Substances Directive
- q) "**Seller**" shall have the meaning ascribed to it in the main body of the Agreement.
- r) "**Tooling**" shall mean production equipment used in the manufacture of the Deliverables, including but not limited to fixtures, jigs and moulds.
- s) "**Variation Order**" shall mean variations or changes to the Deliverables made in accordance with Clause 5.
- t) "**Purchase Order**" shall mean an order for Deliverables from Buyer to Seller, in accordance with Clause 3 below.

### 3 OFFER, ACCEPTANCES

- a) A Purchase Order is an offer to Seller by Buyer to enter into an Agreement for the Deliverables it describes. An offer from Buyer shall be valid for # working days from the date Buyer sends the offer to the Seller, unless otherwise specified in the Purchase Order.
- b) Purchase Orders shall be valid without signature if issued by Buyer through its computer system or other electronic means. Reference to Purchase Order herein shall include a blanket Purchase Order, release, parts notification order, purchase notification, claim summary, tooling Purchase Order, or similar documents issued by Buyer to Seller.
- c) Each Purchase Order will be deemed accepted by Seller as soon as Seller accepts the Purchase Order in writing by issuing an Order Confirmation within # days or any deadlines set by Buyer. Seller shall not commence work or ship materials under a Purchase Order prior to issuing an Order Confirmation without Buyer's prior written consent.
- d) Acceptance of a Purchase Order is expressly limited to the terms of Buyer's offer.
- e) Notwithstanding any other provisions of the Purchase Order, Buyer's designated contract administrator or purchasing representative shall be the only individual authorized to make the changes in or redirect the work required by this Purchase Order. Where Buyer's approval is required under the terms of this Purchase Order, it shall be construed to mean the approval of such contract administrator or purchasing representative. If the Seller effects any change at the direction of any other person, the change shall be considered as having been made without authority and an adjustment shall not be made in the Purchase Price or delivery schedule as a result thereof. No agreement or understanding shall be binding on Buyer unless made in writing and signed by the designated contract administrator or purchasing representative.

- f) Seller shall not unreasonably reject Purchase Orders. In the event Seller rejects a Purchase Order, Seller agrees to provide to Buyer all production materials, specifications and other items necessary to enable Buyer, or a third party designated by Buyer, for continuity of supply.
- g) Seller shall be fully responsible for managing its supply chains to meet its obligations hereunder and shall proactively take necessary steps to ensure sufficient materials and other relevant deliverables to be able to deliver the Deliverables to Buyer.

#### **4 QUALITY**

- a) Seller shall supply all Deliverables in accordance with requirements set in the Purchase Order.
- b) Seller shall supply all Deliverables in accordance with Buyer's quality standards and/or its applicable supplements and specifications and any documents forwarded to the Seller as part of a Purchasing Package. The Purchasing Package shall include the documents specified by Buyer from time to time and shall if not otherwise specified in a Purchase Order include revision-controlled drawings, sub-drawings and bills of material (if applicable), supplier quality requirements (SQR), product test specifications (if applicable), product test procedure (if applicable) and any other specifications related to the Deliverables.
- c) If the Seller has responsibility for design, the Seller shall supply all Deliverables free from defects in design. Seller shall supply all Deliverables in a professional manner and in accordance with highest standards of the industry and/or profession, as well as in accordance with all other quality and warranty requirements. Production parts are to be delivered in accordance with the "Production Part Approval Process (PPAP)" or through any instructions given in a Purchase Order.
- d) Seller shall comply with all statutory provisions on health, safety and environment and all other applicable governmental regulations. As part of such performance, Seller shall give high priority to safety in order to protect life, health, property and environment.

#### **5 MODIFICATIONS**

- a) Buyer may, at any time, through a written notice ("Variation Order") change the design (including drawings, materials and specifications), processing, method of packing and shipping, and the date or place of delivery of the Deliverables.
- b) If any such Variation Order affects cost or delivery, Buyer and Seller will discuss adjusting the Purchase Price and Delivery Schedule equitably. Any claim for adjustment by Seller shall be deemed waived unless requested and sent in writing to Buyer within 30 days from

the receipt by Seller of the change. In no event shall the delivery of the Deliverables be interrupted or delayed due to any dispute between the Buyer and Seller regarding the consequences of a Variation Order.

- c) Seller shall not make any change in the design, processing, packing, shipping or date or place of delivery of the Deliverables unless done with Buyer's written approval.

## **6 BAILED PROPERTY**

- a) Seller shall bear all responsibility for loss of and damage to any property owned by Buyer and in Seller's possession or control for use in performing a Purchase Order, including responsibility for loss and damage which occur despite Seller's exercise of reasonable care, but excluding normal wear and tear. Seller shall (i) properly house and maintain such property on Seller's premises, (ii) prominently mark it property of Buyer, (iii) refrain from commingling it with the property of Seller or with that of a third party, (iv) adequately insure such property against loss or damage, and (v) not move it to another location whether owned by Seller or a third party, without the prior written consent of Buyer, except in the case of an emergency. Buyer shall have the right to enter Seller's premises at reasonable times to inspect such property and Seller's records pertaining thereto. Upon request, Seller immediately shall deliver such property at Buyer's option in the manner instructed by Buyer. All items shall be properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller shall cooperate with Buyer's removal of the property from Seller's premises. Seller shall not pledge or otherwise assume obligations, financial or otherwise, with security in property owned by Buyer.

## **7 DELIVERY DATES, RELEASES**

- a) If delivery dates are not specified in a Purchase Order or not otherwise agreed in writing, Seller shall procure materials and fabricate, assemble, and ship Deliverables only as authorized in shipment releases issued to Seller by Buyer. Buyer may return over-shipments to Seller at Seller's risk and expense for all packing, handling, sorting, and transportation. No delivery shall be made prior to the delivery date shown on the Purchase Order unless Buyer has given prior written consent. At Buyer's sole discretion, early shipments will be returned at Seller's risk and expense. Buyer may at any time change or temporarily suspend shipping schedules specified in a Purchase Order or shipment release or other written instructions issued by Buyer pursuant to this Clause. Time and quantity are of essence in any Purchase Order.
- b) If Seller has reason to believe that deliveries will not be made in accordance with the Delivery Schedule, Seller shall immediately provide to Buyer written notice setting forth the cause of the anticipated delay and the suggested new delivery date, which shall be as soon as the delivery hindrances has been removed.
- c) The Deliverables shall be delivered based on the Incoterms specified on the Purchase Order. If no other specification is made, the delivery shall be DAP at the place of delivery or

destination instructed by the Buyer. The term Incoterm means the terms ascribed in the Incoterms 2020 published by the International Chamber of Commerce.

- d) In the event of delay in delivery or breach of any of the provisions of the Purchase Order, Buyer shall be entitled to i) reject any and all future shipments or deliveries and ii) cancel the Purchase Order with respect to future shipments or deliveries without any liability to Seller and without prejudice to Buyer's rights to claim damages against Seller and (iii) claim damages from Seller. Such damages shall include, but not be limited to, the amount of any penalty which Buyer has been required to pay its customer by reason of late delivery of equipment and/or goods supplied to such customer by Buyer when such late delivery or defective Deliverables was caused by Seller's failure to make deliveries of the goods in accordance with the Delivery Schedule as stipulated on the Purchase Order. All expenses of transportation and storage shall be the sole responsibility of the seller
- e) In addition, if the Seller's delivery of the Deliverables is delayed, Buyer shall be entitled to claim liquidated damages in the amount of 0,2 % of the Purchase Price per commenced calendar day of delay, said liquidated damages not to exceed 15% of the Purchase Price. Buyer may withhold any liquidated damages to which it becomes entitled from any payments due to Seller under the Purchase Order. Upon receipt of notice from Buyer, Seller shall issue Buyer with a credit note for the amount of liquidated damages withheld. The payment of liquidated damages shall not affect any of Buyer's other contractual or legal rights arising from Seller's late delivery or performance.

## **8 PACKING, MARKING, AND SHIPPING**

- a) Seller shall pack, mark and ship Deliverables in accordance with all applicable packaging standards and instructions of Buyer and, as appropriate, the carrier transporting such Deliverables. Buyer's standards for Deliverables shipped to all other destinations may be requested from Buyer's representative. Seller shall ensure that any third parties who supply packaging for Buyer's Deliverables agree to comply with such standards. Seller shall reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking, routing, or shipping.
- b) If transport is to be made by Buyer, then Seller shall upon request, assist Buyer with regard to packing, marking, routing, and shipping that will enable Buyer to secure the most economical transportation rates.
- c) Seller shall not charge separately for packing, marking, or shipping, or for materials used therein unless Buyer specifies in writing that it will reimburse Seller for such charges.
- d) Buyer may require shipment of any of the Deliverables by a more expeditious method of transportation if Seller fails to meet the shipping requirements of a Purchase Order and Seller shall bear the cost difference of such transportation unless such failure is due to Force Majeure.

- e) For Deliverables that may contain potentially hazardous materials, Seller shall promptly furnish to Buyer in whatever form and detail (i) a list of all potentially hazardous ingredients in the Deliverables (ii) the quantity of one or more such ingredients and (iii) information concerning any changes in or additions to such ingredients. Before shipping the Deliverables, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Deliverables, containers and packing) of any hazardous material that is an ingredient or a part of any of the Deliverables, together with such special handling instructions necessary to advise carriers, Buyer, and their respective employees how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Deliverables, containers and packing shipped to Buyer. Seller shall comply with all applicable federal, state, provincial and local laws and regulations pertaining to product and warning labels.
- f) Unless otherwise specified in writing, all Deliverables shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment; and (c) adequate to ensure safe arrival of the Deliverables at the named destination. The Seller shall mark all containers with necessary lifting, handling and shipping information, Purchase Order numbers, date of shipment and names of the parties. An itemized packaging sheet shall accompany each shipment.

## **9 SHIPPING DOCUMENTS**

- a) For Deliverables shipped to European destinations:
  - i. Bills of lading and advice notes shall accompany each material shipment.
  - ii. Specific delivery terms applying to each Purchase Order shall be stated thereon and on any other such documents as are referenced on the relevant order.
  - iii. RoHS and other applicable compliance labelling requirements shall be complied with.
- b) For Deliverables shipped to North American destinations:
  - i. Seller shall obtain a straight bill of lading from the carrier of the Deliverables and shall include on each packing slip and bill of lading the relevant Purchase Order number, contents, quantity and the destination address.
  - ii. Seller shall include a numbered master packing slip with each shipment. For shipments of less than truckload, the slip shall be included in one of the packages that will be marked "Packing Slip Inside." For full carload and truckload shipments the master packing slip shall be enclosed in an unsealed envelope that is affixed near the door on the inside of the freight vehicles.

- iii. Seller shall retain the original bill of lading for two years from the date of shipment unless otherwise directed by the Buyer.
  - iv. Statement of origin per NAFTA certification guideline.
  - v. All applicable compliance labelling requirements shall be complied with.
- c) For each international shipment, Seller shall comply with the customs invoicing and documentation requirements of the destination country. Seller shall include a commercial invoice (if required) with the master packing slip and upon request will furnish all other documentation required for export from Seller's country or import into Buyer's country. Any and all benefits or credits resulting from a Purchase Order with Buyer including but not limited to trade credits, export credits, customs drawbacks, rebate of taxes, fees, etc. shall belong to Buyer (unless otherwise stated on a Purchase Order or a country's practice is to let credits remain with Seller). Seller upon request shall furnish all documents required to obtain the foregoing benefits and credits and shall identify the country of origin of the materials used in the Deliverables and the value added thereto in each country. Additional customs information may be available upon request from Buyer's customs department in the destination country. All applicable compliance labelling requirements shall be complied with.
- d) Unless otherwise agreed in writing, the Seller shall include the following information in its invoices:
- i. Order number and Order Line Number(s)
  - ii. Country of origin
  - iii. Price
  - iv. Part number
  - v. Description of Deliverables in English
  - vi. International HTS Code
  - vii. Weight and dimensions of each shipment
  - viii. Customs authorization number (required for Deliverables manufactured in whole or in part in the EU)
  - ix. Export declaration
  - x. Net weight of each of the Deliverables
  - xi. The agreed to Incoterms delivery terms

**10 INSPECTION**

- a) Delivery of Deliverables shall not be deemed to be acceptance of such Deliverables by Buyer. Buyer at its option may reject and return at Seller's risk and expense, or retain and correct, Deliverables that fail to conform to the requirements of a Purchase Order even if the nonconformity does not become apparent until the manufacturing or processing stage. If Buyer elects to correct the Deliverables, it shall consult with Seller on the method of correction. Seller shall reimburse Buyer for all reasonable expenses resulting from rejection or correction. Payment for any Deliverables or completed delivery shall not be deemed to be acceptance thereof. Clause 15 regarding return authorizations shall apply.

**11 INVOICES, PAYMENT, CURRENCY**

- a) In consideration of the Deliverables duly delivered by Seller in accordance with the Purchase Order, Buyer shall pay to Seller the Purchase Price provided the invoice fulfils the requirements defined by Buyer. Invoices shall reference the Purchase Order number and Purchase Order line number(s) under which it was issued.
- b) Any services charged on the basis of hourly rates shall require written confirmation of Seller's time sheets by Buyer. Seller shall submit such time sheets to Buyer for confirmation as may be instructed by Buyer but latest together with any related invoice. Confirmation of time sheets cannot be construed as acknowledgement of any claims. Buyer is not obliged to pay invoices based on time sheets which are not confirmed by Buyer in writing.
- c) Unless otherwise agreed, payment shall be made within 45 days of receipt of valid invoice.
- d) Any additional or special payment terms shall be as specified in the relevant Purchase Order.
- e) Seller agrees that all its accounts with Buyer will be administered on a net settlement basis and that Buyer may set off and recoup debits and credits, including Buyer's attorney fees and costs of enforcement, against any of Seller's accounts regardless of the basis for such debits or credits and without additional notice. In this clause 11, "Buyer" includes Buyer's Affiliates, and "Seller" includes Seller's Affiliates.
- f) Unless a Purchase Order specifically states otherwise, all payments for Deliverables shall be made in USD dollars for deliveries unless otherwise instructed by Buyer.
- g) Buyer retains the right to issue claims against Seller after paying for the Deliverables. Buyer reserves the right to set off or withhold payment for Deliverables not provided in accordance with the Purchase Order.

**12 APPLICABLE TAXES**



- a) The total price specified for Deliverables on a Purchase Order shall include all elements of duty and taxes with the exception of value added tax (VAT) if not otherwise agreed in writing between the Parties.

**13 SERVICE AND REPLACEMENT PARTS**

- a) At Buyer's request, Seller shall sell to Buyer (i) the Deliverables necessary to fulfil Buyer's service and replacement requirements for such Deliverables at the prices specified in the Purchase Order plus any actual cost differential for packaging, and (ii) if such Deliverables are assemblies, service and replacement parts of the assemblies at prices such that the total price of all parts of the assembly does not exceed the price of the assembly specified in the Purchase Order less assembly costs, plus any actual cost differential for packaging.
- b) At Buyer's request, and if not otherwise agreed in writing between the parties, during the 15-year period after Buyer's purchase, Seller shall sell to Buyer Deliverables to fulfil Buyer's service and replacement requirements at the prices specified in a Purchase Order plus actual cost differentials for packaging and manufacturing. During the fifteenth year of such period, Buyer and Seller will negotiate in good faith with regard to Seller's continued manufacture of service and replacement Deliverables.
- c) Seller shall comply with Buyer's applicable Service Parts Guide for such Deliverables, if issued.
- d) Any services shall be provided at the agreed location.
- e) Where the Purchase Order is wholly or partly for the provision of engineering or other specialist resources, Buyer shall have the right to require the Seller in response to an urgent customer request or emergency to mobilize such services within a 24-hour period, and the Seller shall provide such services within said period.

**14 WARRANTY AND WARRANTY PERIOD**

- a) Seller warrants that Deliverables under a Purchase Order shall, during the warranty period, conform to the applicable drawings, specifications, or other description furnished pursuant to the Purchase Order, regulations in force in countries where the Deliverables or Buyer's products equipped with the Deliverables are to be sold, be free of any liens or encumbrances and with full title, be free of defects in design, materials, and workmanship and be suitable for the purpose intended. Seller further warrants that all work is to be carried out to the highest standard of care and workmanship, using only qualified and trained personnel, and in accordance with the quality requirements in clause 4.
- b) The warranty period for Deliverables which are installed on or incorporated into Deliverables produced by Buyer will continue for 36 months from delivery or 24 months from commissioning (whichever comes first). For Deliverables purchased by Buyer as

service and replacement parts, the warranty period shall be 24 months from delivery to Buyer in accordance with the Purchase Order.

- c) Seller shall indemnify and hold Buyer harmless in respect of all costs associated with recall campaigns and other corrective service actions that, in Buyer's reasonable judgment, are required to rectify nonconformities in the Deliverables that are the result of defects in design, materials, and workmanship or otherwise represents a breach of warranty pursuant to the Purchase Order.
- d) Where a Purchase Order provides for submittal of designs, components, or other items for approval of Buyer, such approvals shall not be construed as a complete check as to the adequacy of said design, component, or item, nor as an agreement or acknowledgement that the design, component, or item will meet requirements of the Purchase Order. Such approvals are solely for the purpose of insuring Buyer's knowledge of Seller's plans and progress and will indicate only that Seller's approach towards meeting the requirements under the Purchase Order is satisfactory. Such approvals shall in no way relieve the Seller of responsibility for any error or deficiency which may exist in the Deliverables, as Seller shall be responsible for meeting all the requirements under the Purchase Order.
- e) Seller represents and warrants that the prices for the Deliverables will be no less favorable than those which Seller offers to any other customer for the same or similar goods or services for similar quantities. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of a Purchase Order, then to the extent permitted by law, Seller will immediately offer Buyer the same price for the Deliverables (including Deliverables under an open Purchase Order) on the same terms and conditions as was offered to the other customer.
- f) Seller shall allocate good quality and sufficient resources, including but not limited to R&D and manufacturing resources, production line capacity, and delivery support at any time if a resource constrain situation arises.

**15 REMEDY OF NON-CONFORMING DELIVERABLES AND RETURN MATERIAL AUTHORIZATION**

- a) Seller shall remedy all non-conforming Deliverables in accordance with the requirements set out in this Agreement.
- b) Buyer shall, if requested by the Buyer or the Seller, return non-conforming Deliverables to a location designated by Seller through an agreed upon Return Material Authorization (RMA) process as outlined in this Clause. Seller shall provide RMA numbers to initiate return, freight coverage and to conduct repair or replacement of non-conforming Deliverables based upon the following matrix:

Warranty status	Incident	Parts and labor service cost coverage	Outgoing (to Seller) freight, tax, duty coverage	Incoming (to Buyer) freight, tax, duty coverage	Delivery method
In warranty	Where Buyer gives written authorisation to release a Deliverable that does not conform to the specified requirements (Concession)	Seller	Seller	Seller	Per case decision
	Where Buyer rejects a delivery of Deliverables upon inspection by Buyer and before use by Buyer	Seller	Seller	Seller	Fastest
	Where Buyer rejects Deliverables due to non-conformance found during Buyer's assembly process or after commencement of utilization by Buyer	Seller	Seller	Seller	Fastest
	Where Buyer rejects Deliverables due to non-conformance found during Buyer's testing of Buyer's final product.	Seller	Seller	Seller	Fastest
Out of warranty	Where Buyer rejects Deliverables due to receipt of a customer complaint and/or a customer rejects Deliverables	Seller	Seller	Seller	Fastest
	Where Buyer or Buyer's customer rejects Deliverables due to the discovery a non-conforming Deliverable	Buyer	Buyer	Buyer	Per case decision
In or out of warranty	Where Buyer or Seller discovers a recurring non-conformance and/or requests a recall of the Deliverable	Seller	Seller	Seller	Fastest

Buyer may dispose at Sellers' expense of rejected lots if return authorizations are not given by the Seller within three weeks of rejection notification

- c) Buyer may, at its discretion, choose among (a) refund, (b) replacement, and (c) repair of the non-conforming Deliverables. Non-conforming Deliverables returned to Seller cannot be re-sold as new Deliverables to Buyer, even if they are repaired to perform as new Deliverables.
- d) If Buyer chooses for Seller to replace or repair non-conforming Deliverables, Seller shall be obligated to replace or repair the non-conforming Deliverables and return the Deliverables to Buyer's designated location within x (x) calendar days, starting from the day the Buyer notified the Seller of the non-conforming Deliverables. Seller agrees to issue a credit memo against any defective Deliverables for which repaired, or replacement Deliverables have not been sent to Buyer within x (x) calendar days from the day the Buyer notified the Seller of the defective Deliverables.
- e) If Seller receives a non-conforming Deliverable which is out of warranty, Seller shall provide a cost estimate of repairing the Deliverables prior to commencing the repair. Seller will review each non-conforming Deliverable on a case-by-case basis to calculate the out of warranty repair cost. Buyer, at its discretion, can then choose to proceed with the repair or replacement service or scrap the non-conforming product.

**16 DEFENSE AND INDEMNITY**

- a) Seller shall indemnify Buyer, its directors, officers and employees and authorized dealers for all expenses (including attorney fees, settlements, and judgments) incurred by Buyer in connection with all claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic losses) that are related in any way to Seller's representations, performance or obligations under a Purchase Order, including claims based on Seller's breach of warranty and claims for any related violations of any applicable law, ordinance or regulation or government authorization or order. Seller's obligation to indemnify under this clause shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except to the extent of the negligence of Buyer.
- b) If Seller provides services to Buyer on Buyer's premises, Seller shall examine the premises to determine whether they are safe for such services and shall advise Buyer promptly of any situation it deems to be unsafe. Seller's employees, contractors and agents shall not possess, use, sell or transfer illegal drugs, medically unauthorized drugs or controlled substances, or unauthorized alcohol, and shall not be under the influence of alcohol or drugs on Buyer's premises. Seller shall be exclusively responsible for, shall bear, and shall

relieve Buyer from liability, and indemnify Buyer for all losses, expenses, damages or claims resulting from bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to or destruction of property, including that of Buyer, arising out of, or in connection with the performance of Deliverables on Buyer's premises except that Seller shall not be responsible for or relieve Buyer from liability or indemnify Buyer for claims arising from the willful misconduct or the sole negligence of Buyer. Seller shall maintain adequate insurance to cover all such personnel while on Buyer's premises.

**17 FORCE MAJEURE**

- a) Neither Buyer nor Seller shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, and which the party affected could not reasonably have been expected to take such event into consideration while entering into the Purchase Order, including labor disputes ("Force Majeure"). Force Majeure shall not include shortage or lack of material and/or resources or shortage of transport or non-performance of sub-suppliers. The party claiming Force Majeure shall give notice in writing as soon as possible after the occurrence of the cause relied on and after termination of the condition. In the event of an excusable delay in performance, Buyer at its option may acquire possession of all finished goods, work in process, and parts and materials produced or acquired for the work under a Purchase Order, and Seller shall deliver such articles to Buyer, at Buyer's option, at Seller's facility. Buyer may also obtain the Deliverables covered by a Purchase Order elsewhere for the duration of the impediment and a reasonable period thereafter.

**18 INSURANCE**

- a) Seller shall carry and maintain such minimum insurance coverage as required by local law and shall each maintain insurance at its own cost necessary to cover liabilities assumed under this Purchase Order.

**19 TITLE FOR DELIVERABLES AND ENGINEERING DRAWINGS, SPECIFICATIONS**

- a) Any documents, including drawings and specifications produced or acquired by Seller under a Purchase Order shall belong to Buyer. Any engineering drawings that Seller is required to prepare and furnish to Buyer shall conform to the requirements of the local computer aided design standards of the Buyer.
- b) All drawings, know-how, and confidential information supplied to Seller by Buyer and all rights therein shall remain the property of Buyer and shall be kept confidential by Seller in accordance with clause 20e). Seller is licensed to use Buyer's drawings, know-how, and Confidential Information only for the purpose of fulfilling its obligations under a Purchase Order. In addition to the obligations of clause 20e), Seller shall not disclose such drawings, know-how and Confidential Information to third parties unless this is required for Seller to fulfil its duties under a Purchase Order, and in such case, Seller shall ensure that such third

parties agree to be bound by the same confidentiality obligation before receiving the confidential information. Seller shall inform Buyer in writing of any third parties to whom Seller subcontracts any of the work required under a Purchase Order specifying in detail the work which has been subcontracted to such third party. Seller shall ensure that any third party to whom Seller subcontracts any of the work hereunder is bound by all the terms and conditions relating to such work to which Seller is bound under a Purchase Order. Seller shall not use subcontractors to perform its obligations under the Purchase Order unless accepted by Buyer.

## 20 INFORMATION AND DATA

- a) At Buyer's request, Seller shall furnish Buyer all information and data which Seller invents or develops as a result of Seller's activities under a Purchase Order. At Buyer's request, Seller shall also disclose and discuss with Buyer any potential design, quality or manufacturing problems with Deliverables Seller worked on or produced pursuant to a Purchase Order.
- b) At Buyer's request, Seller shall furnish to Buyer all information and data of Seller which Buyer deems necessary to understand the operation and to maintain the goods delivered under a Purchase Order.
- c) Subject to the limitation in clause 20d), Seller assigns to Buyer full ownership rights in any Intellectual Property Rights to the Deliverables. Title and ownership to the Deliverables shall pass to Buyer progressively as the Deliverables are produced. Seller further agrees, upon Buyer's request and at its cost, to take all further steps necessary to perfect Buyer's ownership to the Intellectual Property Rights. Ownership of the Deliverables passes to Buyer at delivery as specified in the Purchase Order.
- d) Pre-Existing IPR will remain vested with the Buyer and Seller (or the third-party owner) respectively. To the extent that Pre-Existing IPR are embedded in Deliverables, Seller grants, or undertakes to procure that the third-party owner grants, Buyer a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of the Deliverables and as part of Buyer's products.
- e) Seller shall use commercially best efforts to prevent disclosure to others and shall use only for the benefit of Buyer (i) any technical information or data furnished by Buyer to Seller in connection with Buyer's Purchase Order, and (ii) any information relating to any aspect or portion of Buyer's business that Seller may acquire or learn in the course of Seller's activities under a Purchase Order ("**Confidential Information**"). This obligation will not apply to information which is or become, by documentary evidence, publicly known through no fault of Seller. Notwithstanding the above, Seller may disclose such information referred to in this clause 20e) to third parties only to the extent necessary for Buyer to fulfil its duties under a Purchase Order and such third parties have agreed to be bound by the terms contained herein.

## 21 COPYRIGHTS

- a) Any work of authorship created by Seller or Seller's employees under a Purchase Order which is specially ordered or commissioned by Buyer will be considered as a "work made for hire" and all copyrights for such works of authorship will belong to Buyer.
- b) All works of authorship subject to this Clause shall bear a valid copyright notice designating Buyer as the copyright owner.
- c) Seller hereby grants to Buyer a permanent, non-exclusive, royalty free, worldwide license, with a right to grant a sublicense, under each copyright it owns and controls or has the right to license, in each work of authorship fixed in any tangible medium of expression furnished by Seller to Buyer, to use such work, to reproduce such work, to prepare derivative works, and to distribute or display copies of such work.

## **22 SUBCONTRACTS**

- a) Seller shall not subcontract all or any part of its obligations under this Agreement or Purchase Order without Buyer's prior written approval. In the event Buyer approves a subcontractor, Seller shall be fully responsible for any acts or omissions by the subcontractor.
- b) In each subcontract of Seller's work performed pursuant to a Purchase Order, Seller will obtain for Buyer the rights and licenses granted in Clauses 19, 20 and 21 and all other rights and licenses granted to Buyer in accordance with the Purchase Order.

## **23 INFRINGEMENT AND PROPRIETARY RIGHTS**

- a) Seller at its expense shall indemnify and hold Buyer harmless with respect to every claim that may be brought against Buyer or others that use the Deliverables of a Purchase Order, for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under a Purchase Order, or the manufacture, sale, or use of the Deliverables (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with Seller's recommendations. Seller shall investigate and defend or otherwise handle every such claim, and at Buyer's request, assist Buyer in Buyer's investigation, defence, or handling of any such claim. Seller shall pay all expenses and damages or settlement amounts that Buyer and others selling Buyer's products or using the Deliverables of a Purchase Order may sustain by reason of each such indemnified claim. If by virtue of a patent infringement suit, an injunction is issued against Buyer which prohibits or limits the use of any Deliverables purchased hereunder, the Seller shall, at Buyer's request, use best efforts to supply Buyer with non-infringing replacement items of a similar kind and quantity.

## **24 DATA PROTECTION AND DIGITAL SECURITY**

- a) Seller shall comply, and shall ensure that all sub-contractors comply, with all applicable laws in relation to data protection and privacy in force from time to time, including (but not

limited to) the General Data Protection Regulation (EU) (2016/679), and all laws and regulations implementing or made under them and any amendment, supplement, re-enactment or replacement of them.

- b) If seller processes personal data on behalf of Buyer, Seller will act only on Buyers' instructions in relation to such personal data. Seller shall at all times apply appropriate physical, technical and organizational measures to ensure satisfactory protection of personal data. Personal data means any information relating to an identified or identifiable natural person that is processed as a result of, or in connection with, the Purchase Order.
- c) Seller shall, and ensure that its sub-contractors shall, protect Buyer's data at all times and will implement relevant industry best practice information security protections and controls, including operating information security management practices, relevant technical and hardware controls, up to date operating system software, up to date anti-virus/malware protection and ensuring that personnel adopt good information security behaviours.

## **25 ADVERTISING**

- a) Except as may be required by law or applicable governmental authority, Seller shall not, without the prior written consent of Buyer: issue any news release, public announcement, denial or confirmation of any Purchase Order or its subject matter; nor
- b) In any manner advertise or publish the fact that Buyer has placed a Purchase Order with the Seller.

## **26 AUDIT RIGHTS**

- a) Buyer shall have the right at any reasonable time to send its authorized representatives to examine all pertinent documents and materials in the possession or under the control of Seller relating to any of Seller's obligations under a Purchase Order or any payments requested by Seller pursuant to a Purchase Order. Seller shall maintain all pertinent books and records relating to a Purchase Order in accordance with applicable law and for a period of at least 3 years after completion of services or delivery of Deliverables pursuant to that Purchase Order.

## **27 COMPLIANCE WITH LAW**

- a) If Seller is a U.S. entity, Seller shall comply with federal laws, rules, and regulations applicable to subcontractors of government contractors, including but not limited to those relating to contracting with small and disadvantaged business concerns (Pub. L. 95-507); equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246); women (Executive Order 11375), the handicapped (29 USC 793), and certain veterans (38 USC 4212); contracting with business concerns operating in areas of surplus

labour (41 CFR 1-1.805); and contracting with women-owned business concerns (Executive Order 12138).

- b) Seller and the Deliverables shall comply with applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country of destination or which relate to the manufacture, labelling, transportation, importation, licensing, approval or certification of the Deliverables, including those relating to environmental matters, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and product safety. At Buyer's request, Seller shall certify in writing its compliance with any or all of the foregoing. Seller represents that any Deliverables purchased by Buyer under a Purchase Order shall not be produced with forced labor either by Seller or Seller's suppliers. Seller shall indemnify Buyer against any liability Buyer may incur if this representation is incorrect. Buyer requires strict compliance with this provision and has the right to immediately terminate a Purchase Order if there is a breach hereof.
- c) For Deliverables shipped to European destinations, Seller shall notify Buyer of the 'Classification of Dangerous Goods' in conformity with the "European Agreement concerning the International Carriage of Dangerous Goods" prior to the first delivery of such Deliverables.

## **28 ANTI-CORRUPTION AND ANTI-BRIBERY**

- a) Seller shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption and shall not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption legislation in any jurisdiction in which the Seller operates in capacity as Seller for Buyer.
- b) Further, Seller shall not be involved in any offering, promising or giving of any undue pecuniary or other advantage to any person or official, to act or refrain from acting for the direct or indirect benefit of its business, that is prohibited by applicable law, or any breach of anti-bribery laws, statutes and regulations in applicable jurisdictions.
- c) In addition, Seller shall not – as far as its aware - be subject to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under any anti-bribery or anti-corruption legislation in any jurisdiction, and no such investigation, inquiry or proceedings shall have been threatened or be pending at the time of entering into the Purchase Order. As far as Seller is aware, there shall neither exist any circumstances at the time of entering into the Purchase Order which are likely to give rise to any such investigation, inquiry or proceedings.
- d) Any breach of the obligations under this Clause shall constitute a material breach of the Purchase Order.

## **29 EXPORT CONTROL AND SANCTIONS**



- a) All Deliverables under a Purchase Order shall be performed and delivered in accordance with all applicable export controls or restrictions imposed by any applicable country or organization or jurisdiction, including Buyer's country, the United Nations, the European Union and the United States of America. The Seller warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Deliverables or components which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export license(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Deliverables. Upon request by Buyer, Seller shall furnish Buyer with all the relevant certificates relating to export control laws, regulations and restrictions. Seller shall indemnify Buyer from all costs and losses resulting from any breach of this Clause.
- b) Seller warrants that no parts of the Deliverables originate in any country or region that is subject to an embargo maintained by any government authority that Buyer deems, in its sole discretion, may impose penalties or other measures against Buyer. If any Deliverables or part of Deliverables are or will be subject to export restrictions, Seller shall promptly inform Buyer in writing of the particulars of such restrictions.
- c) Seller shall comply with all laws and regulations related to sanctions related to the Deliverables and the Seller's business. Seller warrants that it is not a person subject to economic or financial sanctions imposed by any applicable government (a "Sanctioned Person"), including but not limited to the Norwegian government, the EU or the United States of America. Seller acknowledges that Sanctioned Persons may include persons who are not explicitly included on any sanctions list, but also persons who are directly or indirectly owned 50 percent or more in the aggregate by one or more Sanctioned Persons. Seller further warrants that no Sanctioned Person has any property interest, financial interest, or other interest in the Deliverables.
- d) Any breach of the obligations under this Clause shall constitute a material breach of the Purchase Order.

**30 NOTICE OF LABOUR DISPUTES**

- e) Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of a Purchase Order, the Seller shall immediately notify Buyer of such dispute and furnish all relevant details. Receipt by Buyer of such notice shall not constitute a waiver of the delivery schedule hereunder.

**31 SAMPLES, STATUS**

- a) Seller shall, at its own expense, manufacture a reasonable number of sample parts on the Tooling for inspection and/or testing by Buyer to ensure the capability of any Tooling to produce parts which meet Buyer's quality standards. In addition to Seller's obligations under Clause 14, to the extent technically feasible, the Tooling shall be designed and

fabricated to be sufficiently durable to meet the manufacture of all production and service requirements mutually agreed between Seller and Buyer. The Tooling shall be deemed to be completed when the necessary samples have been submitted and written approval has been given by Buyer. Buyer may request Seller to furnish status reports on the construction and acquisition of the Tooling.

- b) Each status report shall identify the Tooling, identify the subcontractors working on the Tooling, and designate the percentage of completion of the work. Seller shall notify Buyer immediately upon becoming aware that the Tooling may not be completed by the completion date specified on the Purchase Order and Seller shall furnish to Buyer a schedule of the actions that Seller will take, at Seller's expense, to achieve completion on the specified completion date.

### **32 PROVISIONS APPLICABLE TO BUYER-OWNED TOOLING**

- a) All right, title, and interest in and to any part of Tooling to be paid for by Buyer ("Buyer-owned Tooling") shall pass to Buyer as soon as it is acquired or fabricated in accordance with a Tooling Purchase Order. During the term of a Purchase Order, all such Buyer-owned Tooling in the possession of Seller shall be deemed to be Bailed Property and shall not be deemed to be a fixture or a part of Seller's real property. Seller shall (i) properly house and maintain such property on Seller's premises, (ii) prominently mark it property of Buyer, (iii) refrain from commingling it with the property of Seller or with that of a third party, and (iv) adequately insure it against loss or damage and (v) not move it to another location whether owned by Seller or a third party, without the prior written consent of Buyer, except that in the case of an emergency. Seller shall indemnify Buyer against any claim adverse to Buyer's ownership of the Buyer-owned Tooling, except as such claims may result from any acts or omissions of Buyer. To the extent permitted by law, Seller waives its right to object to the repossession of the Buyer-owned Tooling by Buyer in the event Seller is involved in bankruptcy proceedings. While in its possession, Seller, at Seller's expense, shall maintain the Buyer-owned Tooling in first class condition and immediately replace any items which are lost or destroyed or become worn out. All repaired or replaced Buyer-owned Tooling shall be the property of Buyer. Wear and repair of the Buyer-owned Tooling shall be Seller's responsibility. Title to any modifications, changes or accessions to Buyer-owned Tooling shall vest in Buyer regardless of whether Buyer has reimbursed Seller for such modification, changes or accessions. Seller shall keep such records in relation to the Buyer-owned Tooling as Buyer may reasonably require. None of the Buyer-owned Tooling shall be used in the production, manufacture or design of any goods or materials except to the order of Buyer. Seller shall not sell or otherwise dispose of any product using Buyer-owned Tooling to any party other than Buyer except where specifically authorized by Buyer in writing. Seller's responsibility continues beyond the expiry date of the related parts Purchase Order. If Seller subcontracts all or any portion of the manufacture of the Buyer-owned Tooling, Seller shall so notify Buyer in advance and obtain for Buyer all of the rights contained in this Clause from each such subcontractor used by Seller.

### **33 TOOLING INVOICES, PAYMENT FOR BUYER-OWNED TOOLING**

- a) Payment for Buyer-owned Tooling will be made in accordance with Buyer's standard/normal payment terms unless stated otherwise on the Purchase Order.
- b) If a Purchase Order designates that it is noncompetitively placed or based on affordable targets, Buyer's payment obligation shall be no more than the specified maximum, if any, for
  - i. Seller's actual costs for purchased materials and services (including purchased Tooling and portions thereof), and (ii) Seller's actual cost for direct labour and overhead. Seller shall establish a reasonable accounting system that enables ready identification of Seller's cost.
- c) To the extent permitted by applicable law, any payments made by Buyer for Buyer-owned Tooling are expressly intended by Buyer to be held in trust for the benefit of any subcontractor(s) used by Seller to produce the Buyer-owned Tooling that are covered by such payments and Seller agrees to hold such payments as trustee in express trust for such subcontractors until Seller has paid the subcontractors in full for the Buyer-owned Tooling. Seller acknowledges and agrees that its subcontractor is an intended third-party beneficiary of the terms of this Clause relating to the express trust and as such, the tooling subcontractors shall have the right to enforce these terms directly against Seller in their own name. Seller agrees that Buyer has no obligation to Seller or Seller's tooling subcontractor under this Clause other than making the payment to Seller in accordance with a Tooling Purchase Order. In the event Seller's tooling subcontractor brings an action against Seller under this Clause, Seller agrees that it will not join Buyer in any such action.

#### **34 PROVISIONS APPLICABLE TO SELLER-OWNED TOOLING**

- a) If Seller has been notified that the special tooling required to support production of Deliverables for this Purchase Order is to be funded by Seller ("Seller-owned Tooling"), the following provisions shall apply:
- b) The Seller-owned Tooling will be properly maintained by the Seller at its own expense for so long as the Deliverables are purchased by Buyer for its serial production as well as for its service and replacement part requirements. In addition, Buyer shall have the right to inspect the Seller-owned Tooling upon reasonable notice to Seller.
- c) If Seller uses the Seller-owned Tooling to produce the Deliverables for other customers, including aftermarket customers, such Deliverables shall not incorporate any of Buyer's logos, trademarks, trade names or unique part numbers. Seller shall not disclose or imply in its marketing efforts that the Deliverables are equivalent to those purchased from Seller by Buyer or any of its affiliates. Seller shall indemnify and hold Buyer (including its employees) harmless from and against any claim, expense, loss or liability arising out its sale of Deliverables to other customers or caused by or resulting from defects in design, materials or workmanship of the Deliverables sold to such customers; the failure of Seller (or its subcontractors) to fully comply with applicable federal, state, provincial, or local laws,

statutes, regulations or governmental directives which regulate the sale of Deliverables to such customers; and from any and all claims, suits and liability for loss of or damage to any tangible property or persons (including death) caused by any act or omission, including negligent or wilful conduct of Seller or its subcontractors, arising out of such sales of Deliverables to other customers.

- d) In consideration of Buyer's Purchase Order for parts to be produced from the Seller-owned Tooling, Seller grants Buyer an exclusive, irrevocable option to purchase Seller-owned Tooling by paying the lesser of the outstanding unrecovered capitalization or the fair market value at the time Buyer exercises the option. Buyer may exercise this option at any time and in the event of termination or expiration of this Purchase Order, but only in the event that the Tooling is not being used by Seller to produce parts for another customer at the time of Buyer's exercise of the option, and upon such exercise by Buyer, Seller will cooperate with Buyer's removal of the property from Seller's premises. If Seller finances any portion of the Seller-owned Tooling, Seller shall obtain for Buyer the rights granted in this sub-Clause (d) from its financing source.

### **35 CONFLICT MINERALS**

- a) Seller warrants and covenants that the Deliverables, including all raw materials such as minerals, to be supplied to Buyer by Seller are in compliance with all applicable laws and the terms and conditions set forth herein. Seller further warrants and covenants that all such Deliverables and/or raw materials shall be "DRC Conflict Free" as that term in Dodd-Frank Wall Street Reform and Consumer Protection Act and all implementing rules and regulations as well as all other US, EU or other applicable regulations related to conflict minerals (collectively, the "Conflict Minerals Regulations"). Seller shall provide at no additional cost to Buyer all information reasonably necessary (as determined by Buyer in its sole discretion) to satisfy its obligations under the Conflict Minerals Regulations, if any, or to enable it to assist its direct or indirect customers to satisfy their obligations thereunder. At a minimum, no later than January 31 of each year, Seller shall provide to Buyer a completed Electronic Industry Citizenship Coalition-Global e-Sustainability Initiative (EICC-GeSI) Conflict Minerals Reporting Template (or such alternative reporting format as Buyer may from time to time designate) for each Deliverable and/or raw material supplied by Seller to Buyer during the immediately preceding calendar year (a "Conflict Minerals Report"), and such other related information as Buyer shall reasonably request. Seller shall source from smelters validated as compliant to the CFS (Conflict Free Smelter) compliant list and provide the smelter names as indicated on the EICC-GeSI Conflict Minerals Reporting Template. Seller shall conduct all supply chain due diligence and prepare each such Conflict Minerals Report in good faith and as if the Conflict Minerals Regulations were directly applicable to Seller. Without limiting the generality of the foregoing, Seller shall:
- i. identify all Deliverables and/or raw materials that contain Conflict Minerals,

- ii. determine whether such Conflict Minerals are “necessary to the functionality or production” (as that phrase is used in the Conflict Minerals Regulations) of supplied Deliverables and/or raw materials,
- iii. determine whether such Conflict Minerals are from recycled or scrap sources,
- iv. identify the country of origin of the Conflict Minerals and disclose whether the Conflict Minerals originate in the Democratic Republic of Congo or an Adjoining Country,
- v. determine whether the Conflict Minerals financed or benefited Armed Groups in the Democratic Republic of Congo or an Adjoining Country,
- vi. disclose Seller’s process for determining and verifying the information provided, and
- vii. utilize a Nationally or Internationally Recognized Due Diligence Framework. Capitalized terms used in this Clause 35, but not otherwise defined herein shall have the meanings given such terms in the Conflict Minerals Regulations. For any changes to Seller’s Deliverables or materials that require an update to the information provided to Buyer, Seller shall immediately send to Buyer an amended EICC-GeSI Conflict Minerals Reporting Template.

### 36 ROHS AND REACH

- a) At Buyer’s request, Seller shall certify its compliance with any directive or specific law, rule or regulation related to the at all times applicable RoHS directive(s), REACH or other environmental requirements applicable to Seller, including, without limitation, the EU Packaging Directive (EU 94/62/EC), EU Timber Regulation (No 995/2010), the US Lacey Act, the Stockholm Convention of 1998 on Persistent Organic Pollutants, the Montreal Protocol of September 1987 on Substances Depleting the Ozone Layer and the Basel Convention of 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.
- b) In addition, Seller warrants and covenants that Seller’s Deliverables comply with the applicable RoHS directive(s) (“RoHS”) , and the REACH Directive EC/1907/2006 (“REACH”) and that Seller is fully aware of its obligations under these directives, including, but not restricted to the following: Not to violate the substance bans under RoHS; to demonstrate compliance with the requirements listed in Module A of Decision 768/2008/EC; to keep the technical documentation for 10 years after the last sale of the respective Deliverable to the Buyer; to affix, where applicable, the CE marking to the Deliverables; to make available required EU Declarations of Conformity; to provide Buyer, upon request and free of charge, with information about preparation for re-use and treatment; to maintain traceability records indicating part number, quantity and revision status of Deliverables for no less than 7 years. At Buyer’s request, Seller shall certify its compliance with any specific law, rule or regulation with which it must comply hereunder.

**37 ASBESTOS FREE**

- a) All Deliverables received by Buyer shall be 100% free of asbestos. No exceptions are tolerated. Certificates of Compliance may be required and must be provided when requested.

**38 TERMINATION / EXPIRATION**

- a) Unless a Purchase Order specifically states otherwise, Buyer may terminate its purchase obligations under a Purchase Order, in whole or in part, at any time by a written notice of termination to Seller. Buyer will have such right of termination notwithstanding the existence of Force Majeure if the Force Majeure event has lasted for more than 30 calendar days.
- b) Buyer may terminate a Purchase Order without liability to Seller if Seller (i) sells, or offers to sell, a substantial portion of its assets used for the production of Deliverables for Buyer, (ii) sells or exchanges, or offers to sell or exchange an amount of its shares that would result in a change in the control of Seller, or if a third party which Buyer considers to be a competitor of Buyer, buys shares in Seller, (iii) fails to comply with the specifications, terms and conditions of the Purchase Order or fails to deliver the Deliverables in accordance with Buyer's requirements as to quality, delivery, or pricing, (iv) ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, and in such cases Buyer is hereby granted continued access to any tooling, equipment or manufacturing information necessary for continued production of the Deliverables, and a first right of refusal to purchase any tooling or equipment which Seller owned and used to produce the Deliverables, or (v) is otherwise in material breach of the Purchase Order. Buyer shall give Seller written notice of the termination at least 30 days prior to the effective termination date. Pursuant to Clause (b) (ii) above, Seller shall notify Buyer no more than 10 days after completion of any sale or exchange of its shares or assets that result in a change of control of Seller.
- c) Upon receipt of the notice of termination, Seller, unless otherwise directed by Buyer, shall (i) terminate promptly all work under a Purchase Order; (ii) transfer title and deliver to Buyer the finished work, the work in process, and the parts and materials which Seller produced or acquired in accordance with a Purchase Order; (iii) verify/settle all claims by subcontractors for actual costs that are rendered unrecoverable by such termination and provided the recovery of materials in Seller's possession is ensured; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (v) upon Buyer's reasonable request, cooperate with Buyer in effecting resourcing production of the Deliverables to a different supplier .

- d) Upon termination by Buyer under this Clause, other than termination under sub-Clause (b) above, Buyer's obligation to Seller will be (i) the Purchase Order price for all finished work and completed services which conform to the requirements of a Purchase Order; (ii) Seller's actual cost of the work in process and parts and materials transferred to Buyer in accordance with sub-Clause (c) (ii) hereof; (iii) Seller's actual costs of settling the claims by subcontractors of sub-Clause (c) (iii) hereof; and (iv) Seller's actual cost of carrying out its obligations of sub-Clause (c) (iv) hereof, but Buyer's obligations will not exceed those Buyer would have had to Seller in the absence of termination. Unless otherwise stated in a Purchase Order, Buyer shall have no obligation for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of a Purchase Order.
- e) Seller shall furnish to Buyer, within one month after the effective date of termination, Seller's termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are listed in sub-Clause (c) hereof. Buyer may audit Seller's records, before or subsequent to payment, to verify amounts requested in Seller's termination claim.
- f) Seller shall do its best efforts to minimize all exposures relating to a termination of a Purchase Order.
- g) Buyer shall have no obligation to Seller if Buyer terminates its purchase obligations of a Purchase Order because of a default by Seller or a breach by Seller of any obligation hereunder.

**39 REMEDIES, WAIVER**

- a) The individual remedies reserved in a Purchase Order shall be in addition to any remedies provided by applicable law. No waiver of any breach of any provision of a Purchase Order will constitute a waiver of any other breach of such or any other provisions.

**40 NOTICES**

- a) Any notice must be given duly signed by registered mail, courier or by e-mail to the address of the relevant party as stated in the Purchase Order or as otherwise provided in writing by one party to the other. Seller's reply, correspondence, information or documentation related to the Purchase Order must be provided in English if not otherwise stated in the Purchase Order.

**41 SURVIVAL**

- a) Clauses of these GTC and Purchase Orders which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

**42 AMENDMENTS**

- a) No amendments to the wording of the Purchase Order, including, for the avoidance of doubt, any annexes or Purchase Orders, shall be deemed valid or enforceable unless duly agreed to in writing by both parties.

**43 ENDUREMENT**

- a) The terms and conditions hereunder will endure to the benefit of and shall be binding on any successors or assigns of the parties hereto.

**44 APPLICABLE LAW AND ARBITRATION**

- a) Purchase Orders shall be governed by the laws of Norway without regard to conflict of law provisions thereof. The UN Convention for the International Sale of Goods is expressly excluded.
- b) The parties shall attempt, in good faith, to settle all disputes amicably. Unless otherwise agreed in writing, all disputes arising in connection with the Purchase Order shall be finally settled by arbitration in Bergen and pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The arbitration proceedings shall be in the English language if not otherwise agreed between the parties.

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