

R. STAHL Tranberg AS

# Terms and Conditions of Delivery and Services



## Part 1: General Terms and Conditions

### 1. Scope of application, offer, order confirmation

1.1 These General Terms and Conditions ("**GTC**") shall apply exclusively to all business relationships between R. STAHL Tranberg AS, Stavanger, Norway, Norwegian organization number 986 926 909 ("**COMPANY**"), and enterprises, legal persons under public-law and special assets under public law ("**CUSTOMER**"), in particular regarding business relationships with respect to which the CUSTOMER places orders for

- a) the sale and/or delivery of goods ("**Contract Product**" or "**Product**") and/or
- b) the rendering of works and/or services ("**W&S**" or separately "**Work**" / "**Services**").

Additional terms and conditions shall apply to (i) the sale and delivery of Contract Products (Part 2 below) and (ii) the rendering of W&S (Part 3 below).

By placing the order, accepting the delivery of the Contract Product, receipt of the Service or acceptance of the Works, the CUSTOMER acknowledges the GTC as well as the respective additional terms and conditions (Part 2 respectively Part 3 below) (together "**T&C of Delivery and Services**"). Any deviating or supplementary of the T&C of Delivery and Services by the CUSTOMER shall only be deemed accepted by the COMPANY if and to the extent the COMPANY expressly acknowledges and confirms such terms and conditions In Writing.

1.2 Any quotation/bid/offer, including any schedule, by COMPANY shall be non-binding and subject to acceptance within 30 (thirty) days from the date of quotation/bid/offer, unless otherwise agreed (e.g. offers and frame agreements). Upon CUSTOMER's Purchase Order ("**PO**") COMPANY shall send a Sales Order ("**SO**") to confirm the agreement, unless a separate contract is entered into between the parties (the SO, or if a separate contract is entered into, are both named the "**Contract**"). On frame agreements simplified arrangements can be agreed on call-offs under the frame agreement.

The Contract shall have better rank than these T&C. Schedules to the Contract, e.g. commercial and technical specifications, has better rank than these T&C.

- 1.3 Oral agreements or promises shall only be valid if an authorized employee of COMPANY has confirmed them In Writing.
- 1.4 The T&C of Delivery and Services shall also apply to all future transactions with the CUSTOMER as amended from time to time.

## 1. Definitions, drawings, inspections etc.

“**Contract Product**” can be any combination of the below identified types of **Products**:

- 1.1 “**Standard Products**”: Standard Products are defined as off-the-shelf products, or spare parts, that are manufactured as a generic item.
- 1.2 “**Variants of Standard Products**”: Variants of Standard Products are defined as Standard Products with modifications. Such deliveries are typically identified with part numbers with a hyphen (-) and a 5 or 6 digit trailing number, or, a 3- or 4-digit part number with or without a hyphen.
- 1.3 “**Custom-made**” or “**Project-specific**” Products: Custom-made or Project-specific Products are defined as products where a significant amount of design, engineering, manufacturing, or a combination thereof, is required in order to provide a delivery to the CUSTOMER. Such deliveries are typically identified with part numbers with a hyphen (-) and a 5 or 6 digit trailing number, or, a 3- or 4-digit part number with or without a hyphen. These Products will often include Service as described in the Contract.
- 1.4 “**In Writing**”: Communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties.
- 1.5 Drawing and technical information:
  - a) Standard Products and Variants of Standard Products:
    - i. COMPANY hereby confirm that standard documentation for such Products and/or spares will be provided in accordance with our automated Technical Documentation Package (“**TDP**”), submitted electronically together with the Contract to the CUSTOMER. The TDP covers relevant standard documentation required by the CUSTOMER to install, operate, and maintain the Product. The COMPANY shall not be obliged to provide manufacturing drawings for the Product or for spare parts unless agreed In Writing. Calculations, e.g. for Intrinsically Safe (“**IS**”) solutions are not provided as standard documentation.
  - b) Custom-made or Project-specific Products or Services:
    - i. A Supplier Document List (“**SDL**”) shall in such cases be made to identify which documents and drawings are relevant for the delivery. The SDL shall be mutually agreed In Writing before any manufacturing and/or procurement is initiated. Any changes to the SDL after acceptance of Contract and these T&C of Delivery and Services will be charged on a per-hour basis. Document review cycles are limited to one (1) per document title as per the SDL. Company has included cost for these documents within the Commercial Schedule. Any additional review cycle(s) will be charged on a per-hour basis.
- 1.6 Inspection and Acceptance Tests:
  - a) The COMPANY confirm that all equipment manufactured by COMPANY is subject to rigorous checks and testing as per applicable harmonized standards, certifications, and COMPANY’s quality management system. COMPANY will apply its normal quality control procedures in manufacturing as per Manufacturing Test Record (“**MTR**”) for Products. Acceptance test and/or inspection activities provided for in the SO or Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours (“**Acceptance Test**”). The COMPANY shall notify the CUSTOMER In Writing of the Acceptance Tests in sufficient time to permit the CUSTOMER to be represented at the tests.

If the CUSTOMER is not represented, the test report shall be sent to the CUSTOMER and shall be accepted as accurate.

- b) The parties may agree in a supplementary agreement on the terms and conditions for additional tests or installation provisions.
- c) The CUSTOMER shall bear all travelling and living expenses for CUSTOMER's representatives in connection with such tests and inspections.

#### 1.7 Clarifications, Design Freeze, and Variation Orders

- a) Each party may at any time request clarifications (technical queries) towards the scope of Products or W&S.
- b) Any change to the scope of Products or W&S, including an increase or decrease in the quantity, or a change in character, quality, kind or execution of the W&S or the Product or any part thereof, after received PO shall be In Writing (on a prescribed form) and follow a formal process, including minimum:
  - i. a clear description of the Variation to the Product or W&S in question In Writing from the CUSTOMER, following an
  - ii. acknowledgement from COMPANY In Writing that a Variation Order (“VO”) to the Product or the W&S has been received and accepted, including but not limited to;
  - iii. an estimate of necessary time to prepare an estimate,
  - iv. a description of how the VO will affect the Contract price, Delivery Date and
  - v. a description of the effect/consequence on the Contract Schedule as far as it is possible in the specific case.
- c) The parties to agree on a date for “**Design Freeze**” (see Part 2, Section 2.8 for more details). The Design Freeze date to be agreed no later than within five (5) days after the date of the Contract.
- d) CUSTOMER has no right to order VO's which cumulatively exceeds what the parties could reasonably have expected when the Contract was entered into. COMPANY is not obliged to submit an estimate prior to receiving a VO. Further, COMPANY is not obligated to proceed with any change until both parties agree upon such VO In Writing. The VO to include any changes to the Contract Product, W&S, price, delivery or completion dates, changes in scope and schedules and any other change in the Contract.
- e) Any change on CUSTOMER needs under the Contract (due to e.g. site specific requirements or procedures) or in industry specifications, codes, standards, applicable laws or regulations, including also changes in insurance or certification specifications, shall be considered a VO of the Contract, unless otherwise agreed by the parties. Pricing for VO's as a result from such changes shall be at COMPANY's regular time and material prices. CUSTOMER shall pay COMPANY documented costs for preparing the VO estimates required by the CUSTOMER.
- f) COMPANY has the right to propose a VO to the Product, W&S, Contract price and Contract Schedule.
- g) If the parties are not in agreement whether a VO is made, the disputed change in price shall be deposited to a neutral bank account.

## 2. Performance periods and dates

- 2.1 Performance periods and dates shall only be binding if they have been agreed as binding in the contract and the CUSTOMER has communicated and/or provided in due time all information and documentation as well as any approvals and permits required for the performance. Moreover, any agreed advance payments must have been received by COMPANY as agreed, and any other requirements for processing the order, as agreed by individual agreement, must have been fulfilled. The performance period shall commence upon the date of the order confirmation, provided that the CUSTOMER properly fulfills the aforementioned contractual obligations. Otherwise, the performance periods and dates shall be extended and/or postponed accordingly; this shall not apply to the extent that COMPANY is responsible for the respective delay. In the case of additional or supplementary orders placed at a later point in time, the performance periods and dates shall be extended and/or postponed accordingly.
- 2.2 The obligation to deliver shall be subject to COMPANY's correct and timely receipt of goods from its upstream suppliers.
- 2.3 Events that are unforeseeable, unavoidable and beyond COMPANY's control and sphere of influence and events for which COMPANY is not responsible ("**Disturbance**") shall release COMPANY from its obligation to provide timely performance for the duration of such event. The performance periods and dates shall be extended and/or postponed for the duration of the Disturbance. Disturbance within the meaning of this paragraph shall include, without limitation:
- mobilization, acts of war, riots, civil war, blockades, labor disputes, demonstrations, factory occupations and sabotage;
  - natural disasters such as ice, high/low water, hurricanes, tornadoes, cyclones, earthquakes and floods;
  - material impairments of the procurement channels with respect to the foreign currencies required to pay for raw materials;
  - loading or transport problems, delays, restrictions and discontinuations;
  - obstructions by explosion, fire, complete or partial destruction of production facilities or warehouses, machines and machine parts;
  - machinery breakdown;
  - consequences of an energy crisis, shortages of fuel, excipients or energy;
  - shortages of labor due to illness or epidemics;
  - deliveries to COMPANY of raw materials, excipients or packaging material that were not made or not made as specified in the order;
  - sovereign government actions, in particular official orders and the like in Norway and abroad;
  - imminent violation of national or international provisions, in particular import or export provisions relating to the delivery and/or delays, if any, caused by approval procedures provided for by such provisions; the CUSTOMER is obliged to obtain all information and documentation that can be prepared by the CUSTOMER and is required for the export/transfer/import pursuant to such provisions.

It is irrelevant whether the aforementioned Disturbance occurred in the factory of COMPANY or of a sub-supplier.

COMPANY shall inform the CUSTOMER about the occurrence of the Disturbance in an appropriate manner. If COMPANY informs the CUSTOMER orally, COMPANY shall provide the CUSTOMER with a corresponding written confirmation as soon as this is reasonable for COMPANY according to the circumstances. Upon termination of the Disturbance, COMPANY is obliged to perform within a reasonable time period within the means at its disposal in terms of production and otherwise. COMPANY shall inform the CUSTOMER about the relevant

performance date as soon as possible.

If the end of a Disturbance is not foreseeable or if the Disturbance lasts for more than 3 months, any party may (i) rescind this contract in case of a contract on the sale and delivery of Contract Products (pursuant to Part 2 below), or (ii) terminate the contract in case of a contract regarding the rendering of Works and Services (pursuant to Part 3 below). However, COMPANY is entitled to partial deliveries of the Contract Products and/or partial rendering of the Works and Services if COMPANY is able to make and/or render them despite the Disturbance. The invoiced amount shall be reduced on a pro rata basis. In this respect, the CUSTOMER is only entitled to rescind and/or terminate the contract in part. This shall not apply if the CUSTOMER is not interested in a partial delivery and/or partial rendering of Works and Services. The right to rescind or terminate the contract shall be excluded to the extent that COMPANY is obliged to accept the raw materials due to its purchase contracts for raw materials and the CUSTOMER can be reasonably expected to abide by the contract once more. The right to rescind or terminate the contract shall be exercised In Writing.

In the event that the CUSTOMER rescinds or terminates the contract (in each case in part, where applicable), the CUSTOMER shall reimburse COMPANY for any necessary costs incurred by COMPANY prior to the occurrence of the Disturbance, in particular any development and production costs with respect to Contract Products specifically to be manufactured for the CUSTOMER and/or Works and Services specifically to be rendered for the CUSTOMER.

- 2.4 If the performance by COMPANY is delayed, the CUSTOMER is only entitled to rescind and/or terminate the contract if COMPANY is responsible for the delay and a reasonable grace period set by the CUSTOMER has expired to no avail.

### **3. Damages and limitation of liability**

- 3.1 COMPANY's obligation to pay damages shall be limited as follows:

- a) For damages caused by a breach of a material contractual obligation, COMPANY shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract.
- b) The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the Norwegian Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent COMPANY has assumed a guarantee.

- 3.2 The limitation of liability as set out above shall apply to all claims for damages, for whatever legal reason, and in particular to liability in tort and liability based on fault within the scope of contractual negotiations.

- 3.3 The CUSTOMER shall take all reasonable measures necessary to avert and reduce damage.

- 3.4 To the extent that the damage is covered by a liability insurance or product liability insurance of COMPANY, COMPANY shall assign such insurance claims to the CUSTOMER and shall be exempted from any liability in accordance with the insurance cover.

- 3.5 Unless otherwise agreed, the liability for Products shall expire one (1) year from the Delivery Date of that same Product. The liability for W&S from the COMPANY service personnel (if applicable and agreed upon In Writing) shall expire one (1) year after the Service Completion.

- 3.6 The COMPANY shall not be liable for defects arising out of materials provided, or a design, stipulated or specified by the CUSTOMER.
- 3.7 The COMPANY shall only be liable for defects which appear under the conditions of proper operation provided for in the Contract and under proper use of the Product.
- 3.8 The CUSTOMER shall without undue delay notify the COMPANY In Writing of any defects, after having discovered the defect or after it ought to have been discovered. For visible damages and/or defects notice shall under no circumstances be given later than two (2) weeks after the Delivery Date.
- 3.9 Repair performed by the CUSTOMER, or any other party, is not acceptable unless agreed in advance in Writing with the COMPANY. If the Product has been handled incorrectly (i.e. not per the installation and/or user manual; storage and preservation procedure/instructions; or equivalent) the liability conditions will automatically be cancelled.
- 3.10 If the rectification work is performed by parties other than COMPANY, or if the work is left undone, COMPANY is not responsible for the rectification work, or for the rectification not performed and the consequences thereof.
- 3.11 If the CUSTOMER has given such notice of defects, and no defect is found for which COMPANY is liable, COMPANY shall be entitled to payment in accordance with COMPANY's ordinary prices on extra Products and/or W&S delivered as a result of the notice.
- 3.12 COMPANY shall not be liable for costs related to dismantling and removal of the Products and/or installation and commissioning of replacement parts. COMPANY will only cover costs for transport of new Products or parts from COMPANY to nearest port/airport of destination. All travel expenses for personell will be covered by CUSTOMER.
- 3.13 In addition to the above, COMPANY is under no circumstances liable for costs relating to:
- dismantling and installation of other objects/parts/components to provide access to the Product, or
  - board and lodging offshore, or
  - storage, handling and transport to, from and at the offshore location, or
  - heavy lift operations onshore/offshore, or
  - extra costs associated with rectification work performed below the water line, or
  - loss of production, loss of profit and any other indirect loss.
- 3.14 COMPANY's total liability for defects is in any event limited to 15% of the Contract price. For frame agreements COMPANY's total liability for defects is in any event limited to 15% of the specific order in question.
- 3.15 CUSTOMER's liability for rectification work after the issue of the Completion Certificate is, in any case, limited to 15% of the Contract Price.

#### **4. Prices and payment terms**

- 4.1 Unless the parties have agreed upon a specific price, the price shall be determined according to COMPANY's price list as applicable at the date of conclusion of the contract; COMPANY shall submit such price list to the CUSTOMER upon the CUSTOMER's request to the extent that the CUSTOMER is not yet aware of it.
- 4.2 Unless agreed otherwise, the prices shall apply ExWorks COMPANY (Incoterms 2020) excluding the respectively applicable statutory value added tax. Additional costs such as packaging, transport, insurance, customs as well as assembly shall be charged separately.
- 4.3 All Contracts and schedules are in NOK (excluding VAT) unless otherwise agreed In Writing, and based on delivery terms as specified in Part 2, Section 2.
- 4.4 Unless agreed otherwise, any payments shall be made in cash without any deductions within 30 days from the date of the invoice. If this payment period expires to no avail, the CUSTOMER shall be in default of payment. Payments by the CUSTOMER shall not be deemed to have been made until COMPANY has received the respective payment.
- 4.5 For project-related contracts the following payment terms shall apply:
  - a) Individually agreed up front, or
  - b) 100% advance payment, or
  - c) the following instalments;
    - i. 20% advance payment on receipt of PO
    - ii. 30% advance payment on placement of PO for subcontracted goods for manufacturing (e.g. long lead-items),
    - iii. 40% advance payment before delivery/dispatch of Products from COMPANY manufacturing location and
    - iv. 10% advance payment before issue of final documentation.
- 4.6 In the event that the CUSTOMER is in default, COMPANY is entitled to demand default interest in the respectively applicable statutory amount (Norwegian: forsinkelsesrenter etter forsinkelsesrenteloven). Any claims for further damages due to the default shall remain unaffected.
- 4.7 Bills of exchange and checks shall only be taken on account of performance upon special arrangement and without any bank charges or other costs for COMPANY.
- 4.8 The CUSTOMER is only entitled to a set-off if its counterclaim is uncontested, ready for decision or has been finally adjudicated.
- 4.9 If Products have been custom-made for the CUSTOMER (Variant, Custom-made, Project-specific) and the CUSTOMER later orders a lower volume of a Product than what is agreed as a basis for development, manufacturing or procurement, COMPANY is entitled to charge a reasonable increase on the price of the Product the CUSTOMER actually buys. This price increase will be based on COMPANY's increased initial costs and lost profit. In addition, COMPANY is entitled to increase prices in accordance with actual additional expenditure if the information from the CUSTOMER, or in the specification sheet, is incorrect or incomplete or if the CUSTOMER does not carry out their contractual cooperation measures and this causes

COMPANY additional expenditure.

- 4.10 COMPANY is entitled to change the prices and remuneration by notifying the CUSTOMER before delivery is carried out or W&S are rendered, in the event of an increase in costs for which COMPANY is not responsible (e.g. exchange rate fluctuations, increases in the price of raw materials, wages, transport and taxes) to the extent of the cost increases however is not higher than the extent of the general price increase taken by the COMPANY.
- 4.11 The CUSTOMER is only entitled to assert a right of retention to the extent its counterclaim is based on the same contract and is uncontested, ready for decision or has been finally adjudicated.
- 4.12 If COMPANY becomes aware of the risk of the CUSTOMER's impossibility to perform after entering into the contract, COMPANY is entitled to make any outstanding deliveries or render any outstanding services only against advance payment or the provision of a security; if such advance payment or security has not been made or provided even after the expiration of a reasonable grace period, COMPANY may, without prejudice to its further rights, rescind the respective contracts in whole or in part. COMPANY shall remain entitled to assert further rights.

## 5. Property rights, trademarks and advertising

- 5.1 COMPANY reserves all rights in the offer documents and all documents, information and know-how that the CUSTOMER receives from COMPANY within the scope of the sales and performance process, in particular pictures, drawings, data on weight and size and samples. They may only be made available to third parties upon prior written approval by COMPANY. This shall not apply to information that is already publicly known irrespective of the sales and performance process, with respect to which the CUSTOMER proves that it was already in its possession before it was disclosed, or which was made available to the CUSTOMER by a third party authorized to dispose of such information, irrespective of the sales and performance process.
- 5.2 The CUSTOMER shall not perform and may not authorize a third party to perform any act that may endanger the trademarks or other intellectual property rights used by COMPANY in relation to the Contract Products. In particular, trademarks and/or other distinctive features that are either part of the Contract Products, or imprinted on or attached to them in any other form, may neither be obscured nor altered, removed or supplemented.
- 5.3 The entire promotional, advertising and sales material ("**Advertising Material**") provided by COMPANY shall remain the property of COMPANY. The CUSTOMER may use this Advertising Material only in accordance with the instructions of COMPANY and only in relation to the sale of the Contract Products, and the CUSTOMER is not entitled to authorize any third party to use the Advertising Material.
- 5.4 The CUSTOMER may only advertise the Contract Products and use the Advertising Material and the trademarks of COMPANY for this purpose if COMPANY has granted its prior express consent In Writing. COMPANY may withdraw its consent at any time; in such case, the entire advertising measure must be terminated at the CUSTOMER's expense according to the instructions of COMPANY irrespective of whether COMPANY has granted its consent, the CUSTOMER shall in any event remain responsible for ensuring that all advertising measures or advertisements fulfil the statutory requirements, if any, and do not violate any industrial property rights of third parties.



- 5.5 Each party shall retain ownership of all Confidential Information and all intellectual property it had prior to the Contract. All new intellectual property conceived or created by COMPANY in the performance of this Contract, whether alone or with any contribution from CUSTOMER, shall be owned exclusively by COMPANY, including, but not limited to, drawings made in connection with the Contract.

## **6. Confidentiality**

- 6.1 The parties shall keep confidential all confidential information of the other party that becomes known to them. The parties undertake to involve only such employees or third parties in the cooperation that they have obliged to maintain confidentiality to a comparable extent in advance.
- 6.2 All information of a party, irrespective of its form, that is marked as confidential In Writing or the confidentiality of which clearly follows from its nature, in particular trade and business secrets, shall be deemed confidential.
- 6.3 Information shall be deemed non-confidential if the receiving party can prove that it (i) is or was generally accessible, (ii) was already in the party's possession without any confidentiality obligation, (iii) was developed independently by another party without using confidential information, or (iv) was lawfully acquired from any third party that was not obliged to maintain confidentiality.
- 6.4 The confidentiality obligations shall survive the termination of the business relationships between the parties.

## **7. Cancellation of Order(s)**

Cancellation of POs shall be In Writing.

Unless otherwise agreed upon, the cancellation charges to the CUSTOMER depend on whether the Product is custom made or not and as follows:

### **a) Standard Products:**

Category 1: Charges will be 10% of PO value of cancelled item(s) (i) if made up and until 21 days from the PO date, or (ii) if cancellations is made less than 50 days prior to the Delivery Date

Category 2: Charges will be 50% of PO value of cancelled item(s) (i) for orders exceeding 21 days since the PO date, or (ii) if cancellations is made less than 30 days prior to the Delivery Date.

### **b) Variants of Standard Products, Custom-made Products or Project-specific Products:**

Category 3: Charges will be 50% of PO value of cancelled item(s) (i) up and until 10 days from the PO date, or (ii) if cancellations is made less than 30 days prior to the Delivery Date

Category 4: Charges will be 100% of PO value of cancelled item(s) for orders exceeding 10 days since the PO date, or (ii) if cancellations is made less than 20 days prior to the Delivery Date.

Any cost related to POs placed to sub-contractors of the COMPANY for components and/or sub-assemblies after the Contract date will be charged in full.

## 8. Return of Products

Conditions for return of goods are as follows:

- a) Standard Products can only be returned when accepted by COMPANY and agreed in a written agreement and if still in original packaging (i.e. not opened or damaged packaging). The Product must still be available in our current sales catalogue (i.e. not customized, project specific products or similar). Minimum CUSTOMER cost on return is 50% of original Contract price.
- b) Agreement must also be made with regards to value and amount in each return request. This, in particular, for high value Products (e.g. standard heating cable, which may be accepted if in its original length) and bulk items (e.g. cable glands). If an agreement is in place for return of any Product, an acceptance will only be granted by COMPANY after a Products-incoming inspection to confirm items are free of any damage.

## 9. Miscellaneous

- 9.1 These T&C of Delivery and Services is subject to revisions without prior notice. An updated version can always be found on our website: [www.stahl-tranberg.com](http://www.stahl-tranberg.com).
- 9.2 The CUSTOMER is responsible to verify terms of PO's, the Contract, plus any schedule, specifications, technical drawing etc. on the accuracy of the agreement between the parties.
- 9.3 COMPANY has all and complete liability regarding export and import provisions. COMPANY must conduct an export control when indication exist, to prevent export or re-export to sanctioned countries or private persons by the UN, USA, UK, EU and/or Norway.
- 9.4 COMPANY is entitled to assign its rights and obligations pursuant to the Contract, fully or partly, to any third party.

## 10. Applicable law, legal venue, written form and partial invalidity

- 10.1 These General T&C and the entire business relationships between COMPANY and the CUSTOMER shall be exclusively governed by the laws of the Kingdom of Norway.
- 10.2 Exclusive venue for any and all disputes arising from or in connection with the parties' contractual relationship shall be Stavanger, Norway. COMPANY is, however, entitled to sue the CUSTOMER at the CUSTOMER's statutory venue.
- 10.3 The below provisions shall apply to the contractual relationships in the following order of priority:
  - a) the individual agreements entered into between the parties in form of a PO, SO, Contract or similar;
  - b) Schedules to the individual agreement, e.g. commercial and technical specifications;
  - c) these General T&C of Delivery and Services;
- 10.4 Any changes of and amendments to the contract and/or these T&C of Delivery and Services and any side agreements must be in Writing. The same shall apply to any amendment of this written form requirement.

- 10.5 The CUSTOMER may only assign the rights arising from the parties' contractual relationship to third parties with COMPANY's written consent.
- 10.6 Should any provision of these T&C of Delivery and Services and/or any provision of any other agreement be or become invalid, this shall not affect the validity of the remaining provisions and other agreements.

## Part 2: Additional Terms and Conditions for the Sale and Delivery of Contract Products

### 1. Scope of application and scope of delivery

- 1.1 These Additional T&C for Sale and Delivery ("**T&C of Sale**") shall apply in addition to the General (cf. Part 1 above) in relation to the sale of Contract Products. The T&C of Sale shall also apply to contracts the subject matter of which is the delivery of products produced by COMPANY for the CUSTOMER.
- 1.2 In case of conflicts between the T&C of Sale and the GTC, the T&C of Sale shall prevail over the GTC to the extent this is required to resolve the conflict. In all other respects and in all other cases, the GTC shall apply accordingly and in addition to the T&C of Sale.
- 1.3 The content and scope of offers shall exclusively be determined on the basis of the COMPANY product specification. In particular, any documents, pictures, drawings, data on weight and size and any similar information forming part of the offer shall be regarded as guidelines only, unless they are expressly designated as binding by COMPANY. COMPANY reserves the right to perform technical changes in the Contract Product only if this does not impair its technical function.

### 2. Shipment, passing of risk and acceptance

- 2.1 The Contract Product shall be delivered ExWorks COMPANY's site (Incoterms 2020), unless expressly agreed otherwise. If COMPANY is obliged to ship the Contract Product based on any other agreement, COMPANY is entitled to determine the type and route of shipment at its own discretion. Upon the CUSTOMER's request, a transport insurance shall be taken out for the delivery; the respective costs shall be borne by the CUSTOMER.
- 2.2 Irrespective of its rights in case of defects, the CUSTOMER shall accept any delivered Contract Products even if such products display minor defects.
- 2.3 COMPANY may make partial deliveries for good reason if and to the extent this is reasonable for the CUSTOMER.
- 2.4 Unless otherwise agreed, regular packaging is arranged for by COMPANY. The packaging is therefore transport packaging. The CUSTOMER is obliged to return the transport packaging in a clean condition and separate from any other items during COMPANY's normal business hours.
- 2.5 If the CUSTOMER is in default of acceptance or in breach of any other cooperation obligation, or if shipment is delayed for any other reason the CUSTOMER is responsible for, COMPANY is entitled, without prejudice to its other rights, to reasonably store the Contract Product at the CUSTOMER's risk and expense.
- 2.6 Missing Standard Products, or Variants, are subject to a procurement and/or manufacturing process with an estimated delivery time as agreed in the Contract. Note that such delivery schedules are based on production capacity at the time of quotation or SO and are to be considered as a Forecasted Delivery Date only.
- 2.7 Delivery address is identified in the Contract.
- 2.8 Delivery Date for Custom-made/Project-specific Products are related to a critical "**Design Freeze**" stage (i.e. the stage at which the design must be accepted by the CUSTOMER and finally set). Forecasted Delivery Date for Custom-made/Project-specific Products are therefore confirmed after Design Freeze (see Part 1, Section 2.7).

- 2.9 Delivery Date is the date when Products are ready for dispatch in accordance with ExWorks delivery terms ("**Delivery Date**") or when the W&S are completed ("**Service Completion**"), unless otherwise agreed In Writing.
- 2.10 Standard Products and Variants have standard labelling on Products and packing. Custom-made/Project-specific Products have labelling as per requirements in the Contract
- 2.11 Unless agreed otherwise, Products stored at COMPANY more than two weeks after Delivery Date, are subject to charges for storage.

### **3. Quality, CUSTOMER's rights in case of defects, duty to inspect and limitation period**

- 3.1 Upon passing of the risk, the Contract Product shall have the agreed quality; the agreed quality shall exclusively be determined by the specific written agreements between the parties concerning the characteristics, features and specifications of the Contract Product.

Information provided in sales catalogues, price lists and any other information material provided to the CUSTOMER by COMPANY and any other descriptions of the products shall under no circumstances constitute a guarantee for any specific quality of the Contract Product; such specific guarantees must expressly be made In Writing.

COMPANY reserves the right to change the Contract Product with regard to its construction, material and/or workmanship provided that this does not change its agreed quality.

- 3.2 Any rights of the CUSTOMER in case of defects of the Contract Product shall require that the CUSTOMER inspects the Contract Product upon delivery and notifies COMPANY of any defects In Writing and without undue delay, but no later than within 7 days following delivery; any hidden defects must be notified to COMPANY In Writing without undue delay upon their discovery.
- 3.3 In the event of a notice of defects, COMPANY shall have the right to inspect and test the Contract Product to which objection was made. The CUSTOMER shall give COMPANY the required time and opportunity to exercise this right. COMPANY may also request the CUSTOMER to send the Contract Product to which objection was made back to COMPANY at its own expense. Should the CUSTOMER's notice of defect prove to be unjustified, and provided the CUSTOMER has realized this prior to the notice of the defect or negligently failed to realize it, the CUSTOMER is obliged to reimburse COMPANY for all costs incurred in this respect, e.g. travel expenses or shipping costs.
- 3.4 COMPANY is entitled to remove defects, at its option, either by remedying the defect or by replacement delivery of the defective part or the entire Contract Product, both free of charge to the CUSTOMER (together: "**Subsequent Performance**").

The CUSTOMER shall grant COMPANY reasonable time and opportunity for the Subsequent Performance. If the removal of the defect is absolutely necessary due to reasons of endangerment of operational safety and/or to prevent disproportionate extensive damage, the CUSTOMER shall notify COMPANY accordingly without undue delay, stating the respective circumstances, whereupon COMPANY, in due time, in any case after 5 days, shall give the CUSTOMER permission to remove the defect itself or by commissioning third parties and request COMPANY to reimburse the necessary costs.

Any parts replaced by COMPANY shall pass into the ownership of COMPANY.

- 3.5 The CUSTOMER's rights in case of defects shall be excluded in the following events: (i) natural wear and tear, (ii) defects of the Contract Products due to reasons for which the CUSTOMER or downstream CUSTOMERs in the supply chain is/are responsible, in particular caused by improper use, the failure to observe the operating manual, incorrect first use or improper treatment (e.g. excessive use), (iii) incorrect assembly and/or installation by the CUSTOMER, downstream CUSTOMERs in the supply chain or a third party commissioned by them, (iv) the use of unsuitable accessories or unsuitable spare parts or the performance of inappropriate repair works by the CUSTOMER, downstream CUSTOMERs in the supply chain or third parties commissioned by them, and (v) the use of inappropriate supplies and replacement materials, poor construction works, inappropriate ground, chemical, electrochemical or electric influences, insofar as COMPANY is not responsible for such reasons.
- 3.6 COMPANY shall bear the costs for materials, shipment, transport, handling and labor that accrue for the purpose of Subsequent Performance. To the extent the disassembly of the defective Contract Product and the assembly of the repaired or replaced Contract Product are required for the purpose of Subsequent Performance, COMPANY is entitled, at its choice, to either carry out the disassembly and assembly itself or to leave this to the CUSTOMER. In the latter case, the CUSTOMER shall, first of all, submit to COMPANY for review an offer for the disassembly and assembly carried out by itself or a third party; the CUSTOMER is obliged to keep the costs as low as possible and, if possible, to use its own manpower at its own expense. If the disassembly and assembly are carried out by the CUSTOMER, COMPANY shall only reimburse the proven and required costs. COMPANY is not obliged to carry out the disassembly and assembly and/or to bear the respective costs if and to the extent that the costs incurred in this respect bear no proportion to the seriousness of the defect and the purchase price of the Contract Product. This must regularly be assumed if the costs for the disassembly and assembly amount to more than 30% of the Contract Product's purchase price. The CUSTOMER is obliged to provide COMPANY with all information required for the disassembly and assembly and to enable COMPANY to inspect and review the rejected Contract Product on site.
- 3.7 If the Subsequent Performance fails, if such remedy is unreasonable for the CUSTOMER or if COMPANY has refused such remedy, the CUSTOMER may, at its option, rescind the contract regarding the defective Contract Product in accordance with the statutory provisions, request a reasonable reduction of the purchase price and/or request damages pursuant to section of the GTC or the reimbursement of its futile expenses.

If the CUSTOMER rescinds the purchase contract, COMPANY shall take back the Contract Product and reimburse the CUSTOMER for the remuneration paid by it. The CUSTOMER shall surrender the emoluments or, if the surrender of the emoluments is not possible, pay respective compensation. The compensation shall principally be calculated on the basis of a reducing-balance depreciation over a period of use of 5 years in case of goods with an individual value of more than EUR 1,000.00, in all other cases 3 years. The parties reserve the right to prove that a longer or shorter period of time is to be taken as a basis or that, for specific reasons, possibilities of use have only been created in other amounts.

- 3.8 The limitation period for the CUSTOMER's claims for defects shall be 12 months as of the time of the passing of risk. This period shall not apply (i) to the CUSTOMER's rights in case of defects concealed in bad faith or caused intentionally, (ii) if and to the extent that COMPANY has assumed a guarantee, (iii) to damage claims of the CUSTOMER due to culpable damage to life, body or health, (iv) to damage claims of the CUSTOMER due to any damage caused by COMPANY intentionally or by gross negligence, (v) to damage claims of the CUSTOMER due to other reasons than defects of the Contract Products, as well as (vi) to claims under the Norwegian Product Liability Act or in case of other mandatory statutory liability provisions. If the CUSTOMER or a subsequent CUSTOMER in the supply chain sells a Contract Product to a consumer, the limitation period shall remain unaffected in case of any rights of recourse.

#### 4. Retention of title

- 4.1 The Contract Products shall remain the property of COMPANY until any and all claims of COMPANY arising from its business relationship with the CUSTOMER have been paid in full.
- 4.2 In the case of current accounts, this retention of title shall serve as security for the claim for the balance to which COMPANY is entitled.
- 4.3 The CUSTOMER may only sell the products subject to retention of title ("**Products subject to Retention of Title**") within the scope of normal and proper business transactions. The CUSTOMER is not entitled to pledge the Products subject to Retention of Title, grant chattel mortgages on them or make other dispositions endangering COMPANY's title to such products. The CUSTOMER hereby assigns its receivables arising from the resale of the products to COMPANY, and COMPANY hereby accepts such assignment. Should the CUSTOMER sell the Products subject to Retention of Title after processing, transformation or joining of such products with other goods or together with other goods, this assignment of receivables shall only be agreed to for an amount equivalent to the price agreed to between COMPANY and the CUSTOMER plus a safety margin of 10% of this price. The CUSTOMER is granted the revocable authorization to collect in trust the claims assigned to COMPANY in its own name. COMPANY may revoke such authorization and the right to resell the products if the CUSTOMER is in default of performance of material obligations such as making payment to COMPANY; in case of revocation, COMPANY is entitled to collect the claims itself.
- 4.4 Any processing or transformation of the Products subject to Retention of Title by the CUSTOMER shall always be performed for COMPANY. If Products subject to Retention of Title are processed with other goods, COMPANY shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other processed goods at the time of processing. The new goods created by way of processing shall be subject to the same provisions as applicable to the Products subject to Retention of Title.
- 4.5 Should the Products subject to Retention of Title be joined with other goods, COMPANY shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other goods at the time of joining. Should the joining of the goods occur in such manner that the CUSTOMER's goods are to be viewed as the main goods, it shall be deemed to be agreed that the CUSTOMER assigns proportionate joint ownership to COMPANY. The CUSTOMER shall hold the joint ownership created in such manner in custody for COMPANY.
- 4.6 The CUSTOMER shall provide COMPANY at all times with all desired information concerning the Products subject to Retention of Title or receivables assigned to COMPANY under this contract. The CUSTOMER shall immediately notify COMPANY of any attachments of or claims to the Products subject to Retention of Title by third parties and shall provide the necessary documents in this regard. The CUSTOMER shall at the same time advise the third party of COMPANY's retention of title. The costs of a defense against attachments and claims shall be borne by the CUSTOMER.
- 4.7 The CUSTOMER is obliged to treat the Products subject to Retention of Title with care for the duration of the retention of title.
- 4.8 Should the CUSTOMER be in default of material obligations such as payment to COMPANY, and should COMPANY rescind the contract, COMPANY may, notwithstanding any other rights, request surrender of the Products subject to Retention of Title and may make use of them otherwise for the purpose of satisfying its matured claims against the CUSTOMER. In such case, the CUSTOMER shall grant COMPANY or COMPANY's agents immediate access to the Products subject to Retention of Title and surrender the same.

- 4.9 COMPANY undertakes to release, upon the CUSTOMER's request, any security it is entitled to if the realizable value of the security exceeds the claims to be secured by more than 10%.
- 4.10 On COMPANY's demand, the CUSTOMER is obliged to appropriately insure the Products subject to Retention of Title for the duration of the retention of title, in particular against theft, damage caused by breakage, fire, water, and other damage. The CUSTOMER is obliged to provide COMPANY with the respective proof of such insurance and assign the claims arising under such insurance to COMPANY.
- 4.11 In the case of deliveries to other jurisdictions in which the foregoing provisions governing the retention of title do not have the same effect as in Norway, the CUSTOMER shall do everything to create equivalent security rights for COMPANY without undue delay. The CUSTOMER shall cooperate in all measures such as registration, publication, etc. that are necessary and beneficial for the validity and enforceability of such security rights.

## **5. Product liability**

If the CUSTOMER sells the Contract Product, whether unchanged or changed, whether after processing, transformation or joining with other goods, the CUSTOMER shall indemnify COMPANY in their internal relationship against any product liability claims of third parties if and to the extent that the CUSTOMER is responsible for the defect leading to the liability also within their internal relationship.



## Part 3: Additional Terms and Conditions for the Rendering of Works and Services

### Section A: General Provisions

#### A.1. Scope of application and scope of Works and Services

- A.1.1 These Additional T&C for the Rendering of Works and Services ("**Works and Services Terms**") shall apply in relation to Works and Services in addition to the GTC (cf. Part 1 above).
- A.1.2 In case of conflicts between the Works and Services Terms and the GTC, the Works and Services Terms shall prevail over the GTC to the extent this is required to resolve the conflict. In all other respects and in all other cases, the GTC shall apply accordingly and in addition to the Works and Services Terms.

#### A.2. Works and Services rendered by COMPANY

- A.2.1 COMPANY shall render the Works and Services in accordance with the performance description, the Works and Services Terms and pursuant to the accepted rules of technology. Technical or other standards shall only be complied with to the extent they are expressly listed in the performance description, and shall apply in the version applicable at the time of the offer.
- A.2.2 If the performance description contains any unintended gaps or ambiguities, COMPANY is entitled to adjust the respective content of the performance description in its reasonable discretion, taking into account the CUSTOMER's interests.
- A.2.3 Works and/or Services to be rendered by COMPANY shall not comprise the procurement and maintenance of standard software and required hardware. This shall be the CUSTOMER's sole responsibility.
- A.2.4 COMPANY is entitled to commission subcontractors for the rendering of the Works and/or Services.
- A.2.5 To the extent installation works are required on site, the CUSTOMER shall permit COMPANY, its vicarious agent or the CUSTOMER's third-party provider to access the installation site and make available to them all other equipment required at the installation site, and shall instruct them with respect to any specifics and accompany the Works and Services in an appropriate manner.
- A.2.6 The handling of external legal affairs, including legal advice, as well as assistance in tax matters do not fall within the scope of the services.

#### A.3. Remuneration

- A.3.1 Unless otherwise agreed, the services rendered by COMPANY shall be invoiced monthly at the actual cost.
- A.3.2 If the remuneration is based on "man-days", "person-days" or the like, such a "day" shall be deemed to comprise up to eight clock hours worked by an employee on a calendar day.
- A.3.3 Travel costs, charges and other ancillary costs, as well as expenses incurred in connection with the rendering of the contractually agreed service by COMPANY, shall be invoiced in addition and at the actual cost.

#### **A.4. Liability for data loss**

In the case of data losses, COMPANY's liability shall be limited to the reimbursement of the costs incurred in connection with the recovery of the data from electronic backup media. The CUSTOMER's obligation to regularly perform a backup according to the state of the art shall remain unaffected.

#### **A.5. Licenses and third-party rights**

A.5.1 Upon full payment of the agreed remuneration and, in the case of Works, upon acceptance, the CUSTOMER may, unless agreed otherwise, use the results of the Works and Service rendered to it by COMPANY (hereinafter collectively referred to as the "**Work Results**") for its internal business purposes, worldwide and for an unlimited period of time.

A.5.2 Section A.5.1 shall not apply to standard products that are part of the Work Results. Standard products means delimitable products or solutions by COMPANY or third parties that are subject to separate license terms. Section A.5.1 shall not apply to any preexisting materials or solutions of COMPANY, either. The rights to the preexisting materials or solutions of COMPANY shall remain with COMPANY.

A.5.3 COMPANY warrants that the provided Work Results do not infringe any third-party rights in case of a contractually agreed use by the CUSTOMER. The CUSTOMER shall notify COMPANY of any third-party rights asserted against it In Writing without undue delay and shall leave the legal defense and any settlement negotiations in COMPANY's responsibility. The CUSTOMER shall assist COMPANY to a reasonable extent free of charge.

If a right of a third party affects the contractually agreed use of a Work Result by the CUSTOMER, COMPANY may, at its choice, (i) take lawful measures to remove the third-party rights impairing the contractual use of the Work Results or (ii) remedy the enforcement of such rights or (iii) change or replace the Work Results in a way that they no longer infringe the third-party rights.

The CUSTOMER shall not have any claims arising due to defects in title if the Work Results were changed by the CUSTOMER or third parties, unless the CUSTOMER proves that the infringement was not caused by the change.

### **Section B: Specific Provisions for Services**

#### **B.1. Scope of Services**

The content and scope of offers shall exclusively be determined on the basis of the COMPANY performance description. In the case of Services, COMPANY does not owe the achievement of the specified project target and/or the suitability of the results for a specific purpose or the further processing or use of the results by the CUSTOMER.

#### **B.2. Rights of the CUSTOMER in case of Services not rendered or not rendered as contractually agreed**

B.2.1 COMPANY shall render all Services professionally and expertly in accordance with the industry standard. In case of a service not rendered or not rendered as contractually agreed, COMPANY is entitled to render or repeat the Service properly to the extent this is possible and reasonable for the CUSTOMER. The CUSTOMER shall only be entitled to further rights and claims pursuant to the statutory provisions if it has requested COMPANY to properly render or repeat the Service within a period of at least 14 days and this grace period has expired to no avail, unless granting a grace period is unnecessary.

- B.2.2 The limitation period for the CUSTOMER's rights in case of Services not rendered or not rendered as contractually agreed shall be 12 months as of the commencement of the statutory limitation period pursuant to section Part 1, Section 4.

### **B.3. Termination**

See Part 1, Section 8.

## **Section C: Specific Provisions for Works**

### **C.1. Scope of Works**

The content and scope of offers shall exclusively be determined on the basis of the COMPANY performance description. In case of Works, COMPANY shall make economically reasonable efforts to provide the CUSTOMER with the work as agreed by the parties. Unless contractually agreed otherwise, COMPANY shall not assume any warranty for the work's suitability for a specific purpose or the further processing or use of the work by the CUSTOMER.

### **C.2. Acceptance**

- C.2.1 Any Works to be rendered by COMPANY shall be subject to acceptance.

- C.2.2 Upon completion, COMPANY shall make the works available to the CUSTOMER for acceptance. Unless otherwise agreed, the CUSTOMER shall accept the works within 7 days after they were made available if the created works do not have any defects that preclude acceptance.

If the Works are not accepted within 7 days after they were made available, COMPANY is entitled to request acceptance by the CUSTOMER In Writing, setting a deadline of at least 14 days. Upon expiry of this renewed deadline, the Works shall be deemed accepted.

- C.2.3 In case of a software implementation or system integration, the parties shall mutually agree on the process and scope of the acceptance test upon the commencement of the performance of the contract. Any defects precluding acceptance shall be defects of classes 1 and 2 pursuant to the following classification.

A class 1 defect is a deviation resulting in the work to be accepted or an integral part thereof not being usable by the CUSTOMER.

A class 2 defect is a deviation causing substantial restrictions of use in material functions of the work which cannot be avoided for an appropriate period of time reasonable for the CUSTOMER.

Class 3 defects are all other deviations from the agreed quality of the work.

- C.2.4 The CUSTOMER shall document the result of the acceptance test including any defects and their classification in an acceptance protocol. If the CUSTOMER rightfully denied acceptance, COMPANY shall remove the defects. After that, the necessary parts of the acceptance test shall be repeated.

### **C.3. CUSTOMER's rights in case of defects**

C.3.1 The unconditional acceptance of the work shall exclude all of the CUSTOMER's rights and claims in connection with defects to the Works that were already identifiable at the time of acceptance. The assertion of claims in connection with defects that were not identifiable upon acceptance shall be excluded unless the CUSTOMER notifies COMPANY of the defects In Writing without undue delay after their detection.

C.3.2 The CUSTOMER's rights based on defects shall be subject to Part 2, Section 3, which shall apply accordingly.

In case of defects in quality precluding acceptance pursuant to Section C.2, the CUSTOMER is entitled to rescind the contract if Subsequent Performance definitely failed. The definite failure shall be determined taking into account the complexity and the circumstances of the removal of the defects in quality.

C.3.3 The limitation period for the CUSTOMER's claims for defects shall be 12 months as of the date of acceptance. This period shall not apply (i) to the CUSTOMER's rights in case of defects concealed in bad faith or caused intentionally, (ii) if and to the extent that COMPANY has assumed a guarantee, (iii) to damage claims of the CUSTOMER due to culpable damage to life, body or health, (iv) to damage claims of the CUSTOMER due to any damage caused by COMPANY intentionally or by gross negligence, (v) to damage claims of the CUSTOMER due to other reasons than defects of the Contract Products, as well as (vi) to claims under the Norwegian Product Liability Act or in case of other mandatory statutory liability provisions.

### **C.4. Termination**

See Part 1, Section 8.

**All correspondence and claims forwarded under these Terms and Conditions shall be in English and sent to [info.no-st@r-stahl.com](mailto:info.no-st@r-stahl.com).**

**Current and valid version of these Terms and Conditions can be downloaded from our website [www.stahl-tranberg.com](http://www.stahl-tranberg.com).**

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