

WME

General Conditions of Purchase

1. Preamble

These general terms of purchase shall apply to the Buyer and the Seller, and any deliveries to the Buyer of any kind, hereunder including, goods, equipment, workmanship and services.

2. Offers

2.1 The Seller shall prepare offers free of charge. Any difference from the inquiry document must be specified expressly.

2.2 The Buyer has the right to accept any offer or to reject all offers.

3. Orders

3.1 The Buyer will be bound by written orders only.

3.2 The Seller shall confirm the order. The Buyer may revoke the order if confirmation of the order does not reach the Buyer within fourteen days of the date of the order.

3.3 Agreement is deemed to be valid, and Seller and Buyer so be bounded, if Seller comply with Buyers order without written objections to it.

4. Definitions

4.1 "The Agreement"; means agreement executed between WME and Seller to perform the Goods, including the contract documents consisting of the general terms of purchase, technical purchase specification, drawings, etc.

4.2 "The Goods"; means service, equipment, documentation and other items to be delivered in accordance with the Agreement.

4.3 "Buyer" means; WME AS.

4.4 "Seller" means; The Company or individuals the Purchase order is issues to.

5. Agreement documents

5.1 The general terms of purchase are valid and applicable to any deliveries to the Buyer, including preliminary documents. Individual terms supplies the general terms of purchase. In the event of conflict, the general terms of purchase shall prevail, unless an individual term explicit deviate from a general term. In the event of conflict between the general terms of purchase and the Suppliers general terms of delivery, the general terms of purchase contained herein shall prevail.

5.2 To be valid, any changes to the agreement documents must be in writing and must be signed by both parties.

6. Price

6.1 Unless otherwise agreed in writing the prices specified in the order will be regarded as firm.

6.2 The contract price shall be the fixed sum for all the Goods and Works and the full performance of all of the Seller's obligations under the Contract, including conveyance. The Price shall not be subject to adjustment for inflation, currency exchange fluctuation, changes in the cost of labour and materials or taxes and duties or any other adjustment whatsoever.

7. Quality assurance and inspection

7.1 The Seller shall have a quality assurance system appropriate to the kind of goods in question (ISO 9000 series or similar) .The Buyer shall at any time have the right to carry out checks and inspections at the Seller's premises and/or the premises of subcontractors in order to ensure that the consignment is completed in accordance with the agreed quality assurance system and in conformity with the order. The Seller will undertake to assist in the performance of such inspections. Such inspections shall not relieve Seller from any of his obligation under the agreement.

This also applies if Seller sends technical documentation or other documents to Buyer for inspection and possible approval. Similarly, the Buyer will be entitled to obtain test records, material certificates and calculations.

7.2 If at any time the standard of the goods proves to be deficient or in other ways unsatisfactory it will be the responsibility of the Seller to make the improvements demanded by the Buyer's inspector without delay. The cost of such improvements and of inspection of the improvements will be for the Seller's account.

8. Packing list/advice note/invoice

8.1 Packing list/advice note/invoice etc. shall deal exclusively with the delivery comprised by a single order and shall be marked in accordance with the requirements specified in the order. Our order number must always be quoted. Packing list/advice notes/invoices are to be completed in such a way that each individual line of goods corresponds to the order in terms of item number, designation of goods and specification.

8.2 All goods must be as per the packing list and the instructions given in the order. If a consignment comprises more than one package, each package must contain a specified list of its contents.

8.3 Invoices which fail to comply with these General Conditions will be returned to the Seller. No invoice will be deemed to have been received until an invoice that complies with these General Conditions has been received.

8.4 The gross weight of all consignments shall be stated on the goods and packing list/advice note.

8.5 If the order stipulates that certificates and other documents are to be provided, they shall be delivered at the same time as the goods, as part of the order.

9. Certificates of origin/customs clearance invoices

9.1 Certificates of origin and customs clearance invoices shall be forwarded to the Buyer or to the Buyer's nominee.

9.2 Expenses incurred by the Buyer as a result of the non-delivery of certificates of origin or customs clearance invoices will be charged to the Seller and deducted from the purchase price.

10. Terms of payment

10.1 Unless the parties agree otherwise payment shall take place within forty five days (45) of receipt of the goods and a correct invoice. All invoices shall display order numbers and any other references that the Buyer may request. All invoices shall clearly indicate to what the amount refers. Invoicing charges, handling charges etc. will not be accepted.

10.2 If the parties agree that payment will be in advance the Seller shall provide a bank guarantee in the form of surety for the amounts advanced.

10.3 For goods made to order the Seller may - upon request - provide an unconditional bank surety for 10% of the total price of the order. The surety shall be issued by a bank approved by the Buyer and shall remain in force until the expiry of the warranty period.

10.4 In the event of deliveries which are payable as billed the Seller will not be entitled to payment pursuant to Article 9.1 above until the Buyer has had reasonable time to check and approve the documentation for such bills.

11. Terms of delivery - Forwarding instructions

11.1 The delivery shall be securely packed and marked and shall be delivered to the agreed place of delivery at the agreed time.

11.2 The Incoterms clause specified in the order refers to Incoterms 2020.

11.3 If the Seller is to undertake shipment, he must forward an advice note as early as possible and at the latest by the time the goods are dispatched, to enable Buyer to make preparations to receive the goods. If the Buyer is to undertake shipment, the Seller shall obtain forwarding instructions from the Buyer in good time before despatch.

11.4 If the parties have agreed that Seller will carry out installation work or that performance testing will be carried out in connection with delivery, said delivery will

not be deemed to be complete until the tests of the installation work have been performed and the Buyer has accepted the delivery in writing.

11.5 As soon as the Seller realizes or has grounds to suspect that the delivery will be delayed he shall notify the Buyer in writing, giving the reason for the delay. Seller shall also inform Buyer of what steps are being taken to reduce the delay and shall specify a new delivery date.

11.6 The Buyer will be entitled to cancel the order if delivery does not take place at the agreed time. Goods that the Seller is making to order for the Buyer in accordance with the Buyer's instructions or specifications and which the Seller would not be able to sell in other ways without incurring a major loss may only be cancelled by the Buyer if the delay entails a major breach of contract. Goods with defects that prevent them from being used for their intended purpose will be regarded as delayed. Under any circumstances, neither information of delay nor respond from the Buyer shall be interpreted as a limitation of Sellers obligation and liability for compensation.

11.7 In the event of delay, a penalty in the amount of 0,5% of the total price of the order will accrue per calendar day until delivery takes place or until the Buyer cancels the order. However, such a penalty will not exceed 15% of the total price of the order. The term "total price of the order" means the total of the main order plus any supplementary orders. No penalty will be payable if the delay can be proved to be solely a result of force majeure.

11.8 In the event of negligence on the part of the Seller or parties for whom the Seller is liable, the Buyer will be entitled to demand compensation for direct and indirect losses suffered as a result of the delay, in place of a penalty.

11.9 The Seller will undertake to make every effort to reduce the delay and to minimize the harmful effects of said delay.

11.10 The Seller will be required to document any instances of force majeure that he invokes. If the Buyer does not receive the notification specified under Article 10.5 above within reasonable time after the Seller became or ought to have become aware of the instance of force majeure, the Buyer will be entitled to compensation from the Seller for any direct or indirect losses that could have been avoided had he received notification in time.

11.11 Buyer is entitled to terminate the agreement of the Seller becomes insolvent, Sellers business is suspended, business license or business registration is revoked by relevant government authority. Buyer is entitled to replace Seller and take over Sellers responsibilities if necessary for completion of the Goods, by him self or by a third party. However, any such takeover does not relieve the Seller from its obligations and liabilities comprised by the Agreement.

11.12. Seller shall comply with any export/re export regulations given by the authority in the actual countries. Seller shall held Buyer harmless of any breach of export controls.

12. Documentation of insurance cover

12.1 Seller shall maintain insurance policies liability possible incurred as a result of the agreement. The Seller shall keep the goods insured until it has been delivered to Buyer.

If requested by the Buyer the Seller will present the original insurance certificates and terms of insurance as well as documentation that the agreed insurance cover has been paid for.

13. Plans and documents

13.1 All documentation in the form of certificates, plans, instructions etc. specified in the order are deemed to be part of the delivery.

13.2 The Seller shall mark the goods and provide documentation in conformity with applicable EU directives. If CE marking is required, Seller shall attach the manufacturer's declaration of conformity.

13.3 The Buyer will be provided with one copy of all assembly and detail drawings of the individual parts of the delivery, copies of all other documentation necessary for transportation, installation, operation and maintenance as well as material certificates and lists of spare parts showing the manufacturer's identification. Unless the parties agree otherwise such documentation will be delivered at the same time as the rest of the delivery. Foundation and installation drawings shall be delivered in good time before the rest of the delivery so that the Buyer's preparatory work at the installation site is not delayed.

14. Defects and the consequences of defects

14.1 The goods delivered shall comply with the specifications of the order, including the agreed performance and consumption figures, and shall not suffer from defects of any kind. Furthermore, the technical standard shall comply with the requirements of modern technology as regards construction and first class workmanship. All major spare parts for the goods in question shall be available throughout the normal lifetime of the goods, limited upwards to ten years. The use and resale of the goods in question must not conflict with rules of public law or infringe upon the patent rights or rights in intellectual property of third parties. The obligations of the Seller under the aforementioned provisions shall not be limited by the Buyer having performed inspections prior to delivery pursuant to Article 7 or the Seller having forwarded plans, goods or samples for inspection.

14.2 The Seller guarantees that the delivery will be free from defects, including that it complies with the specifications of the order, for a period of 24 months after delivery. However, the guarantee period will not expire earlier than 12 months from delivery of the Goods, or the equipment or the works of which the Goods is integrated, to the end user. The liability of the Seller will not extend to defects caused as a result of inadequate maintenance or incorrect installation on the part of the Buyer, changes or repairs that the Buyer has performed incorrectly. Finally, liability does not extend to normal wear and deterioration.

14.3 The Buyer shall submit a complaint in writing within reasonable time of discovering a defect. In the case of parts that are replaced or repaired a corresponding new period of warranty will apply from the time of replacement or repair. The warranty period will not run during any time that the delivered goods are inoperative as a result of repairs and replacements necessary for the goods to comply with the terms of the contract.

14.4 If defects occur during the period of the warranty the Seller shall remedy such defects without delay. However, if the Buyer has reasonable grounds for demanding a deferment of such repairs they will be carried out at a later date. In the event of major defects the Buyer may require the Seller to replace the goods. Repairs or replacements shall be carried out without cost to the Buyer.

14.5 If the Seller does not take the steps necessary to bring the delivery up to contracted condition within a reasonable period of time, the Buyer shall be entitled to execute directly or through others such measures as he deems necessary for the Seller's account and risk. The same shall apply if it would otherwise cause major inconvenience to the Buyer to wait for the Seller to effect repairs and replacements. In such cases the Seller shall be notified without delay.

14.6 The Buyer may demand a reduction in price if the goods have defects, which are not remedied in full in accordance with the above provisions.

14.7 The Buyer shall be entitled to cancel the sale if the goods have any major defect of a kind that cannot be remedied within reasonable time. The same shall apply if the goods in other respects have major defects, which are not remedied within a reasonable time.

15. Indemnity

15.1 In the event of default of the obligations of this Agreement, the defaulting Party shall indemnify the other Party all losses caused by the default, including losses caused by the defaulting Party's workmanship on the other Party's site. If the Buyer suffers indirect losses as a consequence of defective goods he shall be entitled to indemnification if the Seller or parties for whom the Seller is liable have been negligent or if the delivery already on the contract date differed from the specifications warranted by the Seller, unless fully indemnification is particularly stated.

15.2 In the event of any use and resale of the Goods in question are in conflict with rules of public law or infringe upon the patent rights or rights in intellectual property of third parties, Seller shall fully indemnify, save harmless and defend Buyer from and against all claims, proceedings, damages, penalties, losses, costs and expenses (including legal fees) and liability of any kind whatsoever for infringement of intellectual rights or failure to comply with any such Laws, rules and regulations.

16. Installation

16.1 Unless specifically agreed, installation work will not be included as part of the delivery. Where installation work is included the following provisions will apply:

16.2 Well before the start of any installation work the Seller will present a plan showing the assistance to be rendered by the Buyer under the contract.

16.3 If installation work is to be carried out for a firm price, said price will comprise all expenses and services not expressly excluded from the order, as well as trial operation and running in.

16.4 Installation work shall be carried out within the framework of the regulations, the working arrangement and rules and the safety and control procedures that the Buyer stipulates for installation work. The Seller's personnel shall sign the Buyer's standard declaration of confidentiality and liability and confirm that they are familiar with the rules applying to the work.

16.5 The Seller will undertake to arrange and pay for such insurance cover as the Buyer may demand in respect of work and materials up to the time of delivery, as well as in respect of damage to the Buyer's person or property or the person or property of others up to the time of delivery. If requested by the Buyer the Seller will undertake to arrange for the Buyer to be quoted as the beneficiary of such policies.

17. Variations

17.1 Subject to the reasonable expectations of the parties at the time the contract was entered into, the Buyer will be entitled to require qualitative or quantitative changes to the goods or services or changes to the delivery date.

17.2 Within seven days after receipt of Buyer's instruction for variation, Seller shall advise Buyer of any and all expected cost and time impacts; provided that if Seller fails to advise Buyer of any such impact within such time period, the Seller shall be deemed to have agreed to the variation without any contract price increase or schedule extension and shall have waived any right to claim for any compensation in connection therewith.

Any additional costs rightfully claimed, shall be in line with the cost and profit level on which the original purchase price was based. Should such changes result in savings on the part of the Seller the purchase price shall be reduced correspondingly.

17.3 The Seller will carry out the required changes without awaiting the resolution of any dispute that might arise as a result of the failure of the parties to agree on the amount to be added to or deducted from the purchase price as a result of such changes.

17.4 The contract price shall not be increased, nor shall the schedule be extended as a result of a variation of the Goods if such increase or extension arises or is required (i) to ensure that the Goods satisfy the requirements of the agreement; or (ii) as a result of any alteration, omission or default of Seller; or (iii) in connection with a previous variation.

18. Product liability

The Seller shall fully indemnify, save harmless and defend Buyer (and its agents, officers, directors and employees) from and against all claims, proceedings, damages, losses, costs and expenses (including legal fees) and liability of any kind whatsoever arising out of or in connection with claims by third parties, including, without limitation, bodily injury, sickness, disease or death, or damage to or destruction of property, attributable in whole or in part to Sellers breach of any obligation, warranty or duty of care or any other act or omission by or related to the Seller (and/or its agents, employees or subcontractors) arising out of or in connection with the agreement.

19 Confidentiality and Property rights

19.1 Under performance of delivery, including orders and preliminary requests, Seller may receive or access information related to Buyers business. Seller is obliged to treat all such information confidentially. This applies to all types of business information, being of financial, organisational, operational, legal or any other relevant nature, being in writing or orally, hereunder including photos and drawings, and regardless of storage medium.

Seller can only utilize confidential information for the performance of the contractual obligations to the Buyer. Beyond the mentioned frame, The Seller can not under any circumstances utilize such information to the benefit of Seller, other businesses or organizations or in any other way detrimental to Buyer.

19.2. All confidential information related to Buyers business, is to be considered as the property of the Buyer. Buyer may at any time claim documents and other media containing confidential information delivered to Buyer, and demand confidential information stored electronically deleted / destroyed.

19.3 Clause 19.1 and 19.2 shall be valid without time limitation independent of any discharge of the Contract. Seller shall full indemnify Buyer of any losses caused by breach of the mentioned clauses.

20. Health, Safety and Environment

Seller shall comply and hold all permits with all applicable regulations and laws given by local or national authorities.

21. Assignment and sub contracting

Seller may not assign its obligations under this agreement to a third party without prior written consent of the Buyer. Limited use of hired man-power do not require Byers consent.

22. Applicable law and disputes

22.1 The delivery, including preliminary documents, shall be construed in accordance with the laws of Norway.

22.2 In the event of any disputes arising out of or in connection with deliveries and their related agreements, including preliminary documents, an attempt shall first be made to solve such disputes amicably. If the Parties are unable to resolve a dispute, such dispute shall be governed by the courts of Norway, being Kristiansand tingrett as the court of first instance.

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