



**GENERAL TERMS AND CONDITIONS OF
AFTERMARKET ACTIVITIES
(GTCA)**

November 2025



DEFINITIONS

“Affiliate”	means, with respect to a Party, any individual or legal entity that at the Effective Date or at any time during the term of the Contract, directly or indirectly: a) exercises control over that Party; b) is controlled by that Party; or c) is under common control with that Party, where “control” refers to the ability to direct or materially influence the management, operations, or strategic decisions of the entity, whether through ownership, voting rights, contractual arrangements, or other means.	drawings, certificates, and other technical or operational documentation
“Cancellation Fee”	means the fee for cancelling a training service, calculated as a percentage of the total Contract Price or confirmed order value, inclusive of all associated costs such as tuition, materials, administrative fees, and other charges specified in the order confirmation.	“Excluded Causes of Non-Conformance” means Non-Conformances arising from a) designs, materials, processes or specifications prescribed or provided by the Customer; b) inaccurate, incomplete, or misleading information supplied by the Customer; c) improper installation, commissioning, maintenance, or repair by Customer or third parties; d) misuse, wear and tear, inappropriate operation, or storage; e) use of unapproved parts or materials; or f) unauthorized alterations.
“Confidential Information”	means any information, whether written, oral, electronic, or in any other form, that is disclosed by one Party to the other in connection with the Contract, and that is proprietary or confidential in nature. This includes, but is not limited to intellectual property, data, technology, know-how, hardware, software, component designs, specifications, drawings, and any information relating to a Party’s business, customers, or suppliers.	“Excluded Warranty Costs” means any costs incurred in connection with warranty claims that are not covered by SEAONICS under the terms of this Agreement, such costs include but are not limited to: a) consequential losses; b) transportation to/from vessels or offshore locations; c) travel, board, and lodging; d) scaffolding, rigging, dry docking of the vessel, towing, underwater work, craneage and heavy lift operations; e) dismantling/reassembly of third-party equipment; f) dismantling/reassembly of SEAONICS equipment not requiring SEAONICS expertise; g) cost for Customer’s personnel; h) sea trials; i) labor not provided by SEAONICS; and j) costs beyond those required to remedy the Non-Conformance.
“Contract”	means an agreement over Work In Writing executed by the Parties, together with Purchase Order(s), which incorporates by reference or attachment the GTCA, provided that in the event of conflict, the order of precedence shall be as set out in Clause 1.2, and all other documents (SEAONICS’ quotation, service level agreements, etc.) expressly incorporated by reference therein or attached thereto.	“Force Majeure Event” means any occurrence or circumstance beyond the reasonable control of the affected Party, which could not have been reasonably foreseen at the time of entering into the Contract and which prevents or materially impedes the performance of its obligations. Such events include, but are not limited to, natural disasters (e.g., earthquakes, floods, storms); epidemics, pandemics, or quarantine restrictions; war, armed conflict, terrorism, or civil unrest; governmental actions, embargoes, or restrictions; national-level strikes, or labor disputes; fire, explosion, or other catastrophic events.
“Contract Price”	means the total price payable by the Customer to SEAONICS for the full performance of the Work under the Contract, as specified in the Contract.	“GDPR” means the Regulation (EU) 2016/679, also known as General Data Protection Regulation.
“Controlling Interest”	means the direct or indirect ability to influence or direct the business, operations, or decision-making of an entity, whether through ownership of voting rights, contractual rights, governance structures, or other mechanisms that confer such influence.	“GTCA” means these General Terms and Conditions of Aftermarket Activities.
“Customer”	means the entity or entities that have entered the Contract with SEAONICS and/or issued a Purchase Order.	“Gross Negligence” means an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission.
“Documentation”	means all documents and materials originating or prepared from SEAONICS related to the Work, including but not limited to installation manuals, maintenance instructions, technical	

"In Writing"	means a document signed by SEAONICS and/or the Customer and submitted to the other Party by hand, courier service, letter, fax or pdf-attachment to an e-mail.	"SEAONICS"	means the entity or entities, and any of their Affiliates, that have entered the Contract with the Customer.
"NDA"	means a non-disclosure agreement.	"Service Rates"	means SEAONICS' standard hourly/daily rates applicable to the Work during working hours, travel time, waiting time, transportation, lodging costs, and the Work outside normal working hours, as applicable at the time of performance.
"Non-Conformance"	means any instance where the Work does not conform to the requirements set out in the Contract, including but not limited to specifications, performance standards, applicable laws, agreed deliverables, or the degree of skill and care required by good industry practices. This includes defects in material, workmanship, or functionality for which SEAONICS is responsible.	"Site"	means the Customer's site, dock, vessel, or any other location designated by the Customer in accordance with the Contract where the Work is to be performed.
"Purchase Order"	means Customer's official ordering document issued In Writing, which lists the Work to be provided by SEAONICS.	"Software"	means the computer software to form part of the Work and consists of SEAONICS' Software and/or Sublicensed Software. "SEAONICS' Software" means software to which SEAONICS holds the intellectual property rights and "Sublicensed Software" means software to which a third party holds the intellectual property rights and to which SEAONICS, with the property right holder's permission, grants a right of use.
"Representative"	means any director, officer, temporary contractor, or Affiliate of a Party.	"Work"	means all labor, services, support, sales of spare parts, other physical deliverables and software, training services, certification as well as required documentation, effort, and other items provided by SEAONICS and comprising the subject matter of the Contract.
"Sanctions"	means any financial sanctions, trade embargoes or other restrictive measures imposed by the United Nations, EU, UK, US, Norway and/or any other government authority.		
"Sanctioned Person"	means any person or government (or agency thereof) who is a target of Sanctions.		

1. GENERAL

- 1.1 These GTCA together with the Contract apply to any Work by SEAONICS to the exclusion of all other terms and conditions, including any terms and conditions which the Customer implies or incorporates under any Purchase Order. Unless expressly accepted In Writing by SEAONICS, additional or differing terms contained in Customer's quotation, proposal, acknowledgement, invoice or otherwise are hereby objected to by SEAONICS and have no effect. SEAONICS and the Customer are referred to individually as a "Party" and together as the "Parties".
- 1.2 In the event of any inconsistency or conflict between the terms of the Contract, the following order of precedence shall apply: i) individual agreement signed by the Parties; ii) these GTCA; iii) Purchase Order; and iv) specifications and/or statements of work.
- 1.3 Each Party is acting as an independent contractor. Nothing in the Contract shall be construed to create or imply any agency, partnership, joint venture, or other form of legal association between the Parties, nor shall either Party have the authority to bind the other in any respect.
- 1.4 All notices required or permitted under the Contract shall be made In Writing and shall be deemed sufficiently given or made and duly served if it is delivered to the person authorized to receive the notice as set out in the Contract or at such address or email address as may be notified In Writing by a Party to the other from time to time. Notices delivered after 18:00 CET shall be deemed received at 09:00 CET the next business day.
- 1.5 Upon receiving Documentation from SEAONICS, the Customer shall search for errors (meaning defects, discrepancies, and inconsistencies). The Customer shall without undue delay notify SEAONICS In Writing of any such errors and propose the corrections that the Customer considers necessary. If the Customer fails to notify SEAONICS In Writing of any errors it has discovered or ought to have discovered through its quality assurance procedures, and SEAONICS incurs additional costs or loses rights or warranties as a result, the Customer shall bear all such costs.

2. SCOPE OF WORK AND SEAONICS' OBLIGATIONS

- 2.1. General
SEAONICS shall a) supply and deliver the Work in accordance with the quantity, specifications, and schedule described in the Contract in a professional manner consistent with good industry practices, b) ensure that, as of the date of the Contract, the Work meets the expressly agreed technical specifications and standards (including regulations or requirements of any specific classification society) as identified in the Contract, and c) perform obligations under the Contract in compliance with applicable laws and regulations of any governmental or regulatory body having jurisdiction over the Work and/or Site. Any amendments or new regulations, technical standards, or laws, applicable to the Work that become mandatory after the execution of the Contract may result in a price adjustment, revision of time schedule, or other impacted conditions of the Contract. The Customer shall cooperate in good faith to implement such changes.
- 2.2. Aftermarket Services
The scope of service may include i) field service: attendance of a SEAONICS' service technician or technical manpower at Site to perform inspection, commissioning, installation, repair, or maintenance (preventive or corrective) in connection with the installation, start-up, trials, operation, maintenance, repair or overhaul of SEAONICS or third party equipment; ii) workshop service: inspection, overhaul, and replacement of Customer-owned equipment, or parts thereof, at SEAONICS' (or SEAONICS designated) workshop; iii) technical assistance: remote or at Site technical consultation and liaison with the Customer by SEAONICS' technical experts; and iv) other services as specified in the Contract. Services provided do not include any supervisory responsibility or liability whatsoever. SEAONICS shall not perform any supervision, installation, repair, or maintenance unless explicitly agreed In Writing. The Customer shall remain solely responsible for the supervision, conduct, and safety of its personnel and operations at the Site, regardless of SEAONICS' presence or assistance.
- 2.3. Delivery of Spare Parts, Other Physical Deliverables or Software
The scope of delivery may include i) parts and/or spare parts for equipment; ii) machinery and/or apparatus; iii) materials, including computers and hardware that form part of the Work (excluding Software); iv) Software and v) all Documentation, according to the requirements and schedule specified in the Contract.
- 2.4. Training Services
The scope of service may include i) delivery of training in the agreed format, conducted on-site at SEAONICS' premises or at Site, online, or simulator-based instruction; ii) provision of SEAONICS' training equipment and materials, including but not limited to presentations, documentations, simulators, software, and any other content or tool provided in connection with the Work; iii) management of prerequisites and participant eligibility, including the right to reject participants who do not meet the required qualifications; and iv) other training-related services as specified in the Contract. SEAONICS reserves the right to modify the specifications, format, or delivery method of the training and related materials at its sole discretion, without prior notice, where such changes are necessary to maintain quality, safety, or compliance with applicable regulations or standards. Training services do not include any supervisory responsibility or liability whatsoever.
- 2.5. Certification Services
The scope of services may include: i) verification of qualifications, including completion of SEAONICS' training and operational experience; ii) issuance of authorized certification in accordance with the Contract and SEAONICS guidelines; iii) provision of SEAONICS' training materials in connection with the Work; and iv) other certification-related services as specified in the Contract. Certification services do not include any supervisory responsibility or liability whatsoever. SEAONICS reserves the right to revoke certifications at its sole discretion and to modify the specifications, format, or delivery method of the certified activity and related materials at its sole discretion, without prior notice, where such changes are necessary to maintain quality, safety, or compliance with applicable regulations or standards. Certifications issued by SEAONICS shall be valid for the period specified in the certificate or SEAONICS' guidelines and may be subject to renewal requirements. SEAONICS shall maintain records of issued certifications in accordance with its internal policies but shall have no obligation to retain such records beyond the validity period or after termination of the Contract.

2.6. Service Reporting and Documentation

SEAONICS shall provide service documentation appropriate to the nature of the Work, which may include service reports, completion certificates, inspection records, or other relevant documentation of the executed Work ("**Reporting Documents**"). The scope, format, and timing of Reporting Documents shall be determined by SEAONICS in accordance with the Contract. The Customer shall review and confirm receipt of Reporting Documents within a reasonable timeframe and notify SEAONICS In Writing of any objections or discrepancies without undue delay. SEAONICS may also request feedback or input from the Customer to support continuous improvement, quality assurance, or contractual reporting obligations. SEAONICS shall retain Reporting Documents in accordance with its internal policies and applicable legal requirements but shall have no obligation to store or archive such documentation beyond the applicable retention period.

3. CUSTOMER'S OBLIGATIONS

3.1. General

The Customer shall: a) provide all necessary information, documentation, technical data, materials, resources and qualified representatives required for the performance of the Work without undue delay, such as up-to-date drawings, descriptions and instructions, specifications, qualified staff or proof of qualification for trainings or certificates, as well as operational and maintenance logs; b) perform the necessary care of the equipment in accordance with SEAONICS' service and maintenance manuals, including the timely order and replacement of relevant wear and tear parts in accordance with the said manual; c) at its own risks and expense, obtain all permits, authorizations, licenses, documents and certificates needed for the import and provision of Work and/or assist SEAONICS with obtaining visas, work permits, customs clearance, and other administrative requirements for personnel and equipment, where applicable; d) assume the responsibility for the procurement, cost, delivery, installation, quality, and performance of materials not supplied by SEAONICS or no longer covered under SEAONICS' warranty, whereas SEAONICS shall not be held liable for damages suffered by the Customer due to non-compliance with this obligations; e) ensure that Customer's personnel meets the required prerequisites and cooperates in scheduling and logistics as well as that its personnel only acts in accordance with: i) applicable maritime laws and safety regulations; ii) SEAONICS' guidelines and procedures; and iii) any additional instructions issued by SEAONICS, including but not limited to certified activities or where such personnel is participating in training; f) promptly notify In Writing of any delays, changes, or issues that may affect the performance of the Work, including any change in its ownership, Controlling Interest, or corporate structure, and take reasonable steps to mitigate such impacts; and g) maintain adequate insurance coverage for its personnel, property, and operations. SEAONICS shall not be liable for any delay, cost, or damage resulting from the Customer's failure to fulfill its obligations under this Clause. Any such failure shall entitle SEAONICS to an extension of time and compensation in accordance with Clause 3.5.

3.2. Obligations When Work Is Performed at Site

The Customer shall: a) provide unrestricted access to the Site during normal working hours, and outside normal working hours, if required, including safe and secure access to equipment, systems, working and operational areas, and suitable training spaces, including facilities such as power supply, seating, lighting, ventilation, internet connectivity, audio-visual equipment, and other utilities necessary for the performance of the Work; b) ensure that its personnel and the Site complies with applicable health, safety, and environmental regulations, inform SEAONICS In Writing of any specific hazards, risks, or local requirements that may affect the execution of the Work, as well as coordinate and take all necessary safety measures to protect SEAONICS' personnel from exposure to unsafe or unhealthy conditions, and provide appropriate safety equipment, facilities, and support as required; c) provide, at no cost to SEAONICS, all ancillary labor and supervision, materials, supplies, utilities, compressed air, tools, and equipment required by SEAONICS personnel to perform the Work, including proper calibration, certifications, and records for such tools and equipment; d) ensure the presence of adequate supervisory personnel for its own employees, subcontractors, or agents during SEAONICS personnel's working hours, whereas SEAONICS shall not be held liable for any acts or omissions of Customer's workforce, nor shall SEAONICS personnel be used as lead hands, foremen, or supervisors of Customer's workforce; and e) provide all relevant information concerning local laws, regulations, and any dangerous conditions or unusual risks at the Site that can have an impact on the Work.

3.3. Property Issued by SEAONICS

Any tools, equipment, documentation, software, or other property issued or made available by SEAONICS to the Customer in connection with the Work shall remain the sole property of SEAONICS. The Customer shall use such property only for the intended purpose, exercise reasonable care in its handling, and ensure it is not copied, modified, transferred, or disclosed to third parties without SEAONICS' prior consent In Writing. Upon completion of the Work, termination of the Contract, or upon SEAONICS' request, the Customer shall promptly return or securely destroy such property at its own cost, and confirm such return or destruction In Writing. SEAONICS shall not be liable for any loss or damage to Customer's property resulting from the use of SEAONICS-issued items.

3.4. Incident and Emergency Cooperation

In the event of illness, injury, or other emergency, including death, involving SEAONICS personnel, whether at the Site or during travel or stay related to the Work, the Customer shall provide all reasonable assistance to ensure access to appropriate medical care, transportation, and communication. The Customer shall promptly notify SEAONICS of any incidents affecting the safety, health, or performance of SEAONICS personnel or the execution of the Work. If SEAONICS determines that conditions pose a risk to its personnel or equipment, SEAONICS reserves the right to suspend the Work until such conditions are resolved. In the event of death, or if due to illness or injury SEAONICS personnel are or will be unavailable or unfit for Work for more than four (4) consecutive weeks, SEAONICS shall be entitled to provide a substitute with equivalent qualifications and experience.

3.5. Notification of Non-Compliance and Compensation for Delay

If the Customer, including its Affiliates, contractors, or suppliers, anticipates that it will be unable to comply with any of its obligations under the Contract, it shall notify SEAONICS In Writing without undue delay. If the Customer's default, or any act or omission attributable to the Customer, results in a delay in the performance of the Work, SEAONICS shall be entitled to an extension of time and to compensation for: a) costs and additional work resulting from the delay; b) storage and handling costs; c) additional travel, board, and lodging expenses for SEAONICS personnel; d) financing costs and insurance premiums; and e) any other documented costs incurred by SEAONICS as a result of the delay. SEAONICS shall document all costs incurred due to Customer-caused delays and may invoice the Customer accordingly.

4. CHANGE MANAGEMENT AND VARIATION ORDERS

- 4.1. Any changes to the scope of the Work, including additions, omissions, or modifications to of the previously agreed scope, timelines, or specifications, shall be subject to SEAONICS' prior approval and formalized through a modification of the Contract or, where appropriate, through a variation order In Writing ("**Variation Order**"). Nothing in this Clause 4 or elsewhere in the Contract shall limit SEAONICS' right to make unilateral changes wherever expressly reserved in the Contract.
- 4.2. The Customer shall submit any request for changes to the scope of the Work In Writing, detailing the nature and rationale of the proposed change. SEAONICS shall assess the impact of the requested change on price, schedule, resources, and any other contractual terms, and provide a response outlining the adjusted terms within a reasonable timeframe.
- 4.3. No change shall be binding unless and until a Variation Order is signed by both Parties or confirmed by SEAONICS In Writing. SEAONICS shall have no obligation to proceed with any change until such confirmation is received.
- 4.4. SEAONICS reserves the right to issue a Variation Order if changes are required due to unforeseen circumstances, regulatory requirements, safety concerns, or other factors beyond SEAONICS' reasonable control. The Customer shall cooperate in good faith to accommodate such changes, including timely provision of information, approvals, and access as required.
- 4.5. Any Variation Order shall be deemed to form part of the Contract and shall be governed by the same terms and conditions unless expressly stated otherwise.

5. PRICE AND PAYMENT

- 5.1. General
All prices for the Work are net and exclusive of taxes, duties and other applicable charges. If SEAONICS, its subsidiaries or subcontractors should become liable to pay any such taxes, duties or other applicable charges, the Customer shall reimburse SEAONICS in full in the same currency as the paid sum. Prices are based on standard working hours (eight (8) hours per day, five (5) days per week), excluding local public holidays, observed at the location of performance of the Work. Prices do not include overtime, travel, accommodation, or other incidental expenses, such additional costs shall be subject to separate invoicing by SEAONICS, unless stated otherwise in the Contract.
- 5.2. Payment Terms
Invoices issued by SEAONICS shall be payable within thirty (30) calendar days from the invoice date. Payments shall be made in full without any set-off, deduction, or withholding, except as required by law. If such withholding or deduction is legally required, the Customer shall gross up the payment to ensure SEAONICS receives the full amount invoiced. In the event of a dispute, the Customer shall only withhold payment for the disputed portion and shall provide clear and substantiated documentation demonstrating its legal and factual entitlement within ten (10) business days of the invoice date.
- 5.3. Late Payment
If the Customer fails to pay any amount by the due date, SEAONICS shall be entitled to: a) charge interest on the overdue amount at the rate eight (8) percentage points above the European Central Bank's main refinancing rate, accruing daily until payment is made in full; b) suspend performance of the Work until full payment is received; c) retain any equipment subject to Work other Customer-owned equipment in SEAONICS' possession, to the extent permitted by applicable law; d) recover any additional costs incurred due to suspension and resumption of the Work; d) terminate the Contract In Writing if payment remains outstanding for more than four (4) calendar weeks after the due date, and claim compensation for all losses incurred, including consequential and indirect losses. SEAONICS may, at its sole discretion, require the Customer to provide adequate security or advance payment for any unpaid amounts as a precondition for continued performance under the Contract.
- 5.4. Compensation
Unless otherwise agreed In Writing, Service Rates shall apply to the provision of any Work, including travel time, idle and/or waiting time. SEAONICS shall be entitled to reimbursement for a) travel, accommodation, and subsistence and any associated expenses; b) costs of third-party services required for the performance of the Work; c) materials and consumables used in the execution of the Work; d) certificates or additional documentation (e.g. certificate of origin, guarantee certificates, test certificate). Time sheets shall be provided by SEAONICS and may be reviewed by the Customer, but approval shall not be a condition for invoicing or payment. Waiting and stand-by time not caused by SEAONICS shall be charged as normal working time. Travel expenses shall be charged in accordance with Norwegian Government Regulations plus a ten percent (10%) handling fee.
- 5.5. Hazardous Materials Fee
If any physical deliverables are classified as dangerous goods (including but not limited to lithium batteries, pressurized gas, hazardous chemicals, or flammable materials), any additional costs, fees, or surcharges incurred by SEAONICS in connection with the handling, packaging, documentation, or transportation of such goods may be charged to the Customer. These charges may vary and may be adjusted by SEAONICS based on regulatory requirements and transport restrictions.
- 5.6. Price Adjustments
Notwithstanding the agreed Contract Price, SEAONICS reserves the right to adjust it, to reflect: i) changes in the scope or specifications of the Work, including Variation Orders, cancellation or rescheduling; ii) regulatory changes or new technical standards applicable after execution of the Contract; c) annual adjustments to the Service Rates or general adjustments based on the Consumer Price Index (CPI). SEAONICS shall notify the Customer In Writing of any price adjustments, including the basis and effective date of such changes.
- 5.7. Preferred Pricing
If agreed in the Contract, the Customer may be entitled to preferred pricing or discounts. Such pricing shall be specified in the Contract or applicable rate sheet and may be subject to annual review or revocation, if eligibility criteria are no longer met.

6. DELIVERY AND TIMEFRAMES

6.1. General

All delivery dates, timeframes for the performance of the Work and completion dates shall be indicative unless expressly agreed In Writing. Mutually agreed timeframes shall commence only upon SEAONICS' receipt of the agreed down payment and/or payment guarantee, and all required documentation, drawings, and data necessary for performance of the Work. Binding delivery dates are contingent upon full and timely provision of such information. SEAONICS shall not be liable for any delay resulting from the Customer's failure to provide timely payment, documentation, or other required input.

6.2. Delivery Terms for Physical Deliverables

Delivery of spare parts and all other physical deliverables under the Contract shall be made EXW (SEAONICS' premises in Norway, Poland or Vietnam) in accordance with the latest applicable edition of the INCOTERMS. Delivery shall not affect ownership which shall remain with SEAONICS until full payment of the Contract Price has been received, to the fullest extent permitted by applicable law. Delivery shall be deemed completed at SEAONICS' premises, even if SEAONICS undertakes shipment on behalf of the Customer. Risk shall transfer to the Customer upon notification that the physical deliverables are ready for collection. SEAONICS may, at its sole discretion, make partial deliveries. Where agreed, SEAONICS shall pack and label physical deliverables in accordance with standard commercial practices, unless specific requirements are agreed In Writing. The Customer shall bear any additional costs arising from non-standard packing or labelling.

6.3. Inspection and Claims

The Customer shall inspect all deliveries immediately upon arrival and notify SEAONICS In Writing of any apparent defects, shortages, or damages within ten (10) business days after delivery. Failure to provide such notice within the stipulated period shall constitute acceptance of the delivery. In the event of any claim, the Customer shall promptly provide SEAONICS with access to the relevant deliverables and Documentation to conduct necessary inspections and investigations.

6.4. Customer Delays

Any delay caused by the Customer, including failure to accept delivery, provide required information and documentation, or any other delay outside SEAONICS' control, shall entitle SEAONICS to an extension of the delivery schedule. SEAONICS shall be reimbursed by the Customer for all resulting costs, including but not limited to storage, insurance, waiting and idle time, and demobilization/remobilization of personnel.

6.5. SEAONICS' Delays and Liquidated Damages

If SEAONICS anticipates a delay in execution of the Work, it shall promptly notify the Customer In Writing, stating the cause of the delay and the expected duration. SEAONICS shall use reasonable efforts to mitigate the delay. Unless expressly agreed in the Contract, SEAONICS shall not be liable for any penalties or liquidated damages due to delay. Where liquidated damages are expressly agreed in the Contract, they shall be the Customer's sole remedy for delay. After a five (5) business day grace period, liquidated damages shall accrue at a rate of zero point five percent (0.5%) per full week of delay. The basis for calculation shall be: i) the value of a respective Purchase Order, if the delayed delivery can be clearly and exclusively attributed to that Purchase Order; or ii) the Contract Price, if no such attribution is possible. In either case, the total liquidated damages shall be capped at a maximum of five percent (5%) of the applicable price.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Ownership

All intellectual property rights, including but not limited to know-how, patent rights, design rights, copyrights and related rights, database rights, trademark rights, chip rights, and rights in Software, documentation, training materials, simulators, and any other content or tools provided under the Contract (collectively, "**Intellectual Property Rights**"), as well as the underlying technology and processes used in the development, manufacturing, or provision of the Work, shall remain the sole and exclusive property of SEAONICS, its Affiliates, licensors, or subcontractors. This includes all modifications, improvements, changes, or enhancements, whether based on the Customer's stipulated requirements, feedback, specifications, suggestions or otherwise, made prior to or after the effective date of the Contract. The Customer does not acquire any right, title, or interest in Intellectual Property Rights by virtue of purchasing Work from SEAONICS.

7.2. License to Use

Upon SEAONICS' receipt of full payment of the Contract Price, and subject to applicable export control regulations, the Customer is granted a limited, non-exclusive, non-transferable, and non-sublicensable license to use SEAONICS' Intellectual Property Rights solely for the purpose and scope defined in the Contract. This includes: a) the use of Software on the physical deliverable on which it is installed at the time of delivery or as otherwise specified in the Contract or, if the Software is supplied separately, meaning it is not embedded in, pre-installed on, or inseparably bundled with other Work, but delivered independently as the Work itself, whether physically, digitally, or through remote access, for use only in relation to the specific equipment or operations of the Customer for which SEAONICS designed the Software according to the Contract; b) the use of SEAONICS' documentation, instructions, and manuals for installation, operation, and maintenance; and c) the use of training materials for internal personnel certification, where applicable. If Software is supplied separately, the Customer may make one (1) backup copy in machine-readable form solely for archival purposes. No license is granted to the source code of any Software.

7.3. Restrictions

Unless otherwise agreed In Writing, the Customer shall not: a) copy, reproduce, distribute, modify, decompile, reverse engineer, or disassemble any deliverables; b) record any part of the training services by audio, video, or other means; c) create derivative works based on any deliverables; or d) commercially exploit or make any Intellectual Property Rights available to third parties. Any breach of the restrictions set out in this Clause 7.3 shall be considered a material breach of the Contract and may result in immediate termination of the license or the Contract and/or legal action, without prejudice to SEAONICS' other rights under the Contract or applicable law.

7.4. Third-Party and Cloud-Based Software

Use of any third-party or cloud-based software supplied in connection with the Work may be subject to separate license terms. SEAONICS shall not be responsible for updates, upgrades, maintenance, or support of such software unless expressly agreed In Writing.

7.5. Indemnity

The Customer shall indemnify, defend, and hold SEAONICS and its personnel harmless from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with any breach of this Clause or unauthorized use of SEAONICS' Intellectual Property Rights.

7.6. Infringement of Third-Party Intellectual Property Rights

In the event that any third party makes a claim or initiates legal proceedings alleging that any part of the Work infringes third party's intellectual property rights, SEAONICS shall indemnify the Customer against such claim, provided that the claim is confirmed as valid by a final court judgment or a settlement approved In Writing by SEAONICS. SEAONICS shall not be liable for the Customer's loss of production, loss of profit, loss of use, or loss of contracts, unless SEAONICS has acted with Gross Negligence. The Customer shall promptly notify SEAONICS In Writing of any such claim or legal proceedings. The obligations under this Clause shall not apply to the extent that the alleged infringement arises from: a) any modification to the Work not carried out or authorized In Writing by SEAONICS; b) the Work being used in combination with any software, parts, or equipment not supplied by SEAONICS; or c) any specifications, instructions, or directions provided by the Customer. SEAONICS may, at its sole discretion and cost, remedy any infringement by substituting, providing, adjusting, or modifying the Work, or by procuring the right for the Customer to continue using it.

8. CONFIDENTIALITY

8.1. If a separate NDA exists between the Parties, it shall take precedence over the confidentiality obligations set out in this Clause 8 in the event of conflict. In the absence of such NDA, the provisions of this Clause 8 shall apply in full.

8.2. Both Parties acknowledge that, in connection with the Contract, they may receive or become aware of Confidential Information belonging to the other Party, its Affiliates, customers, or subcontractors. Each Party agrees to treat such Confidential Information in accordance with strict confidentiality and the obligations set out in this Clause 8.

8.3. Notwithstanding Clause 8.2, Confidential Information shall not include any information that can be sufficiently demonstrated through written records or other tangible evidence to: a) have been lawfully in the possession of the receiving Party prior to disclosure under the Contract; b) have been independently developed without access to or use of any Confidential Information; c) have been lawfully obtained from a third party free to disclose it without any obligation of confidentiality; or d) be, at the time of disclosure or later become, generally and publicly available other than through a breach of the Contract.

8.4. Each Party shall protect Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Confidential Information shall not be disclosed to any third party or used for any purpose other than as necessary to perform obligations under the Contract. The Customer shall remain liable for any breach of this Clause by its personnel, subcontractors, or any third party to whom it has disclosed Confidential Information in accordance with this Contract and shall indemnify and hold SEAONICS harmless from any resulting loss or damage.

8.5. The existence and terms of the Contract shall be treated as Confidential Information. However, either Party may disclose such information to: i) its legal, tax, financial and audit advisors; ii) its underwriters, lenders, and their respective counsel as part of due diligence in connection with any financing; or iii) any governmental, investigative, or judicial authority, to the extent that the authority has jurisdiction and the disclosure is legally required by applicable law or regulation. Prior to a disclosure under item iii), the disclosing Party shall a) assert the confidential nature of the information to the authority, b) promptly notify the other Party In Writing of the request or order to disclose, and c) cooperate fully with the other Party in seeking protective measures, including redaction and/or a protective order to limit the scope of disclosure and preserve confidentiality.

8.6. Confidential Information may only be disclosed to individuals within a Party's organization, including its Affiliates, who have a need to know such information for the purposes of the Contract. It may also be disclosed to third-party consultants or subcontractors (excluding those covered under Clause 8.5), provided they are subject to confidentiality obligations no less protective than those set out in this Clause 8. Disclosure to any other third party shall require the prior consent of the disclosing Party In Writing. Each Party shall remain liable for any breach of confidentiality obligations by its Affiliates, subcontractors, or other third parties to whom it has disclosed Confidential Information.

8.7. Upon expiry or termination of the Contract, each Party shall securely destroy or, upon request, return all Confidential Information, including all copies in any form. The Parties acknowledge that they retain no rights to use or access Confidential Information after the date of return or destruction.

8.8. Each Party acknowledges that a breach of this Clause 8 may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, either Party shall be entitled to seek injunctive relief or other equitable remedies to prevent or address any actual or threatened breach of this Clause, in addition to any other rights or remedies available under the Contract or at law. Notwithstanding the foregoing, the non-breaching Party may also issue a notice of default under the Contract in the event of a breach of this Clause 8.

8.9. The obligations relating to Confidential Information shall survive the expiry or termination of the Contract and remain in effect indefinitely, or until such information lawfully enters the public domain through no fault or action of the Party that received it.

9. DATA PROTECTION AND REMOTE ACCESS

9.1. Operational Data Collection

Customer acknowledges that the Work may include Software or monitoring systems that collect data relating to the operation and performance of the Work, including but not limited to operator inputs, power status, location data, environmental conditions, and system diagnostics. SEAONICS shall have the right, at its own cost, to access and collect such data during the term of the Contract. SEAONICS may use this data solely for purposes including support, diagnostics, product repair and improvement, research, and analytics, both during and

after the term of the Contract. No end-user identifiable data shall be disclosed to unaffiliated third parties. SEAPONICS shall ensure that anonymized data cannot be re-identified or linked to specific individuals or operations.

9.2. Remote Access and Connectivity

Customer agrees that SEAPONICS may provide Work remotely via internet or cloud-based platforms. SEAPONICS may install diagnostic tools or Software on Customer's systems to enable such access. Customer shall enable and consent to the necessary connectivity between its systems and SEAPONICS' servers or cloud platforms during the term of the Contract. SEAPONICS may update such remote access systems at its discretion for security or performance purposes.

9.3. Personal Data and GDPR Compliance

The Parties may collect and process personal data, as defined in the GDPR, to the extent required under the Contract and in accordance with applicable data protection laws, including the GDPR. The Customer represents and warrants that it has obtained all necessary consents for the collection, processing, and storage of personal data by SEAPONICS for the purposes of performing the Contract. Personal data shall be handled securely and used only for administrative, operational, and compliance purposes. Neither Party shall disclose personal data to third parties except where required by law or with the other Party's prior consent In Writing.

10. **WARRANTY**

10.1. General

SEAPONICS warrants that the Work shall be free from Non-Conformance during the applicable warranty period. SEAPONICS' warranty obligations are strictly limited to remedying Non-Conformances as defined in the Contract. The warranty period shall be: i) for physical deliverables: six (6) months from delivery according to the agreed INCOTERMS; ii) for services, excluding training: six (6) months from completion of the respective service; or iii) for Software: twelve (12) months from delivery for newly developed Software and three (3) months from the date of upgrade or servicing of pre-existing Software (hereinafter referred to as "**Warranty Period**"). SEAPONICS shall remedy any Non-Conformance without undue delay. For the avoidance of doubt, training services and certification are excluded from any warranty obligations under this Clause 10. Notwithstanding the above, SEAPONICS shall not be liable for any Excluded Warranty Costs or for any Excluded Causes of Non-Conformance. If SEAPONICS fails to remedy a Non-Conformance without undue delay and, following notification In Writing from the Customer specifying a final deadline (which shall not be less than thirty (30) calendar days), fails to commence remedial work within such deadline, the Customer may perform the remedial work itself or engage a third party to do so. Reimbursement of such reasonable costs, not exceeding SEAPONICS' own cost estimate to remedy the Non-Conformance, shall constitute SEAPONICS' full and final liability for the relevant Non-Conformance.

10.2. Customer Obligations

The Customer must notify SEAPONICS In Writing immediately upon becoming aware of a Non-Conformance, and in any case within the Warranty Period. Customer's notification In Writing shall contain a description of the Non-Conformance. The Customer shall take reasonable steps to mitigate any Non-Conformance and follow SEAPONICS' instructions regarding such mitigation. Failure to notify SEAPONICS or comply with SEAPONICS' instructions shall result in the Customer assuming the risk and responsibility for any additional damage caused as a result of the Non-Conformance. If, following such notification, no Non-Conformance for which SEAPONICS is liable is found, SEAPONICS may claim compensation for the costs incurred.

The Customer shall provide access to the Work subject to Non-Conformance and shall arrange, at its own cost, the dismantling and reassembly of SEAPONICS deliverables, where no special knowledge is required, as well as any non-SEAPONICS deliverables necessary to facilitate remedial work.

10.3. Physical Deliverables

The remedy of physical deliverables shall be limited to the repair or replacement of the Non-Conforming Work at SEAPONICS' cost. SEAPONICS shall determine, at its discretion, whether repair or replacement is the appropriate remedy. The time and place for remedial work shall be decided by SEAPONICS in consultation with the Customer. If the return of physical deliverables to SEAPONICS (or another designated location for remedial work) is required, transportation to SEAPONICS shall be at the Customer's cost and risk, while return transportation shall be at SEAPONICS' cost and risk. Any part of the Work that is repaired or replaced under this Clause shall receive a renewed warranty of six (6) months from the date of such repair or replacement. SEAPONICS shall have no further liability for such repaired or replaced deliverables beyond twelve (12) months from the original delivery date.

10.4. Services, Excluding Training

The remedy of Non-Conformances in any service, excluding training, shall be limited to the re-performance of the Work or relevant part thereof by SEAPONICS at its own cost. The time and place for remedial work shall be decided by SEAPONICS in consultation with the Customer. Any part of the Work that is re-performed under this Clause shall receive a renewed warranty of six (6) months from the date of such re-performance. SEAPONICS shall have no further liability for such re-performed Work beyond twelve (12) months from the original date of completion.

10.5. Software

The remedy of Non-Conformances in Software shall be limited to Non-Conformances that substantially impair the Software's functionality and to the correction of the issue or the provision of an upgraded version at no cost to the Customer. SEAPONICS shall determine, at its discretion, the appropriate remedial action. For Sublicensed Software, any warranty is limited to the warranties provided, if any, by the original licensor. SEAPONICS shall reasonably assist the Customer in pursuing such warranty claims but shall not assume liability beyond such assistance. SEAPONICS shall not be liable for: a) improper use contrary to SEAPONICS' manuals or instructions; b) alterations or modifications not made or approved by SEAPONICS; and c) malfunctions or breakdowns caused by third-party software or hardware not supplied or approved by SEAPONICS.

10.6. Training Services and Certification

Training services are provided strictly on an “as is” basis. SEAONICS makes no warranties, express or implied, regarding the suitability, performance, or application of training content, materials or methods by the Customer or its personnel. All implied warranties, including fitness for a particular purpose and merchantability, are expressly disclaimed. Training materials are provided for general informational purposes only and do not constitute operational guidance or professional advice. Simulator-based training (i.e., instruction delivered through simulated operational environments or systems) is designed to complement, not replace, real-world operational experience and training. Such scenarios may reflect typical conditions but cannot replicate all real-world variables, emergencies, system behaviors, or other conditions. SEAONICS assumes no liability for any actions, decisions, or outcomes based on the training content or its application in practice. The proper application of skills and knowledge acquired during training remains the sole responsibility of the Customer and its personnel. Certification Services are expressly excluded from any warranty obligations under this Clause 10. SEAONICS assumes no liability for the performance, suitability, or operational outcomes of certified personnel. Certification is based solely on assessment criteria and does not constitute a guarantee of future performance.

The Customer shall remain solely responsible for verifying the competence and operational readiness of its personnel following training or certification.

10.7. Exclusive Remedies

This Clause 10 sets out the exclusive remedies for all claims arising from failure of, or a Non-Conformance in, the Work, whether such failure or Non-Conformance occurs before or during the Warranty Period, and whether any claim, however instituted, is based on contract, indemnity, tort (including negligence), strict liability, or otherwise. The warranties and remedies set out in this Clause 10 are exclusive and in lieu of all other warranties, guarantees, or remedies, whether written, oral, implied, or statutory. No implied statutory warranty of merchantability, fitness for a particular purpose, or satisfactory quality shall apply.

11. LIMITATION OF LIABILITY AND INSURANCE

11.1. Limitation of Liability

SEAONICS shall only be liable for damages directly caused by its Gross Negligence or willful misconduct. In cases of personal injury, SEAONICS' liability shall be determined in accordance with applicable law. SEAONICS shall not be liable for any indirect, special, incidental, punitive, or consequential losses or damages, including but not limited to, loss of profit, loss of use, loss of production, downtime or delay, loss of or damage to equipment, raw materials, or vessel, pollution costs, diving operations, or additional testing expenses (including sea trials), costs of replacement equipment, removal or reinstallation. These limitations apply regardless of the legal theory under which liability arises, including contract, tort (including negligence), breach of statutory duty, or otherwise, and even if SEAONICS has been advised of the possibility of such damages. SEAONICS' total aggregate liability to all claims arising under or in connection with this Contract, including all related services and deliveries, shall not exceed twenty five percent (25%) of the Contract Price. All liabilities of SEAONICS shall terminate upon expiration of the applicable warranty period.

11.2. Onboard Activities

For the avoidance of doubt, the limitation of liability as per Clause 11.1 applies equally whenever SEAONICS personnel operate equipment onboard Customer's vessel. The Customer shall ensure that its vessel and operations comply with applicable safety standards and SEAONICS' guidelines. SEAONICS shall not be liable for any damages resulting from deviations from approved procedures, client instructions, or unsafe conditions not under SEAONICS' control, including but not limited to inadequate vessel safety, lack of supervision, or failure to follow SEAONICS' guidance.

11.3. Certification

For the avoidance of doubt, the limitation of liability as per Clause 11.1 applies equally whenever SEAONICS certifies Customer's personnel, activities or equipment. SEAONICS shall not be liable for any direct, indirect, incidental, or consequential loss, damage, injury, or claim arising out of or in connection with any third-party certified by SEAONICS, including but not limited to the performance of certified activities or equipment, deviations from SEAONICS' procedures or safety guidelines, and any act, omission, negligence, or misconduct by certified personnel. The Customer shall ensure that all such personnel indemnify and hold SEAONICS, its Affiliates, officers, employees, and agents harmless from and against all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with their acts or omissions.

11.4. Exclusive Remedies

The rights, obligations, and liabilities of the Parties under the Contract are expressly and exhaustively set forth herein and shall constitute the sole and exclusive remedies available in respect of any matter arising out of or in connection with the Contract, whether during its term or following its termination for any reason. Except as expressly provided herein, all other remedies, rights, and claims, whether arising by reason of breach of contract (including defects and delay), statutory duty, tort (including negligence), equity, or otherwise, are excluded to the fullest extent permitted by law. No Party shall be entitled to make any claim or seek any remedy not expressly contemplated by the terms of the Contract.

11.5. Insurance Obligations

Each Party shall procure and maintain adequate insurance coverage for its respective responsibilities and risks throughout the duration of the Contract. This includes, but is not limited to, liability, personal injury, property damage, and occupational safety risks. Insurance shall expressly cover activities conducted at SEAONICS' premises, the Customer's premises, and onboard vessels. Upon request, each Party shall provide evidence of such insurance coverage, including proof of paid premiums.

The Customer shall ensure that any third-party personnel engaged under the Contract indemnify and hold SEAONICS, its Affiliates, officers, employees, and agents harmless from and against all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with their acts or omissions.

Failure by the Customer to maintain such insurance shall not increase SEAONICS' liability under the Contract.

11.6. General Indemnity

Each Party shall remain responsible for its own personnel and property in connection with the performance of the Contract, except as otherwise expressly provided. Subject to the limitations and exclusions set forth in Clause 10.1, each Party shall indemnify, defend, and hold harmless the other Party and its Affiliates, customers/clients, contractors/manufacturers, subcontractors, and their respective Representatives, employees, and agents from and against any third-party claims, losses, damages, costs (including reasonable legal fees), and liabilities arising out of or in connection with: a) loss of or damage to its own property or personnel in connection with the Contract; or b) third-party claims for personal injury (including death or illness) or property damage in connection with the Contract, except to the extent such claims arise from the other Party's Gross Negligence or willful misconduct. These indemnities shall apply only to the extent permitted by applicable law and shall not extend to any indirect, special, incidental, punitive, or consequential losses or damages as defined in Clause 11.1. Each Party shall take reasonable measures to mitigate any losses or damages for which indemnity is sought.

12. **SUSPENSION**

12.1. Suspension of Work or Contract

SEAONICS may suspend the performance of the Work, in whole or in part, with immediate effect by notice In Writing if: a) the Customer fails to remedy a material breach within a reasonable period following a notice of the material breach In Writing, or if SEAONICS reasonably determines that the breach is incapable of remedy; b) SEAONICS reasonably believes that continued performance may violate applicable laws, Sanctions, or export (including re-export) control laws and regulations, or that the Customer, any end user, or any third party who has obtained access to the Work through the Customer's actions may be in breach of such regulations; c) safety, environmental, or compliance concerns arise that, in SEAONICS' reasonable opinion, require immediate action; or d) the Customer becomes subject to insolvency, liquidation, or similar proceedings.

12.2. Suspension or Revocation of Specific Rights

SEAONICS may, at its sole discretion, suspend or revoke any specific rights granted under the Contract, including but not limited to the right to exercise certified activities, with immediate effect if: a) Customer or other recipients of such rights breaches the Contract; b) any act or omission compromises the safety, compliance, or integrity of SEAONICS' programs or services; c) SEAONICS' internal policies, procedures, or frameworks are amended; d) the individual's employment or contractual relationship with the relevant entity is terminated; or e) the rights are exercised outside the scope or authorization granted by SEAONICS.

12.3. Effect of Suspension

During any period of suspension, the Parties shall take reasonable steps to mitigate costs and losses. Suspension shall not relieve either Party of its obligations accrued prior to the effective date of suspension. SEAONICS shall not be liable for any delay or failure to perform caused by a suspension made in accordance with this clause. Suspension under this Clause 12 shall be without prejudice to SEAONICS' right to terminate the Contract or seek other remedies in accordance with its terms.

13. **TERMINATION**

13.1. Termination for Cause

Either Party may terminate the Contract with immediate effect, without prejudice to its other rights or remedies, by a notice In Writing if the other Party: a) commits a material breach of the Contract and fails to remedy such breach within thirty (30) calendar days of receiving notice In Writing thereof; b) becomes subject to bankruptcy, insolvency, liquidation (except for the purpose of solvent amalgamation or reconstruction), receivership, cessation or credible threat of cessation of business, becomes unable to pay its debts as they fall due under applicable law, or enters into any arrangement with creditors; or c) commits a material breach that, in the terminating Party's reasonable opinion, is incapable of being remedied within a reasonable time. For the avoidance of doubt, the following shall always be deemed material breaches incapable of remedy: i) breach of applicable Sanctions and export control laws and regulations; ii) breach of anti-corruption, anti-bribery, or business ethics provisions; iii) unauthorized disclosure or misuse of Confidential Information; iv) violation of health, safety, or environmental laws in connection with the performance of the Contract; or v) any conduct that may expose SEAONICS to criminal liability or reputational harm. SEAONICS' termination rights related to non-payment are further set out in Clause 5.3.

13.2. Effects of Termination for Cause

Upon termination for cause, SEAONICS shall immediately cease performance of the Work, and both Parties shall take reasonable steps to mitigate costs, expenses, and losses. In case of termination by the Customer, the Customer may take over any completed Work ready for delivery, subject to payment of the agreed price. In case of termination by SEAONICS, SEAONICS shall be entitled to full payment for all Work performed up to the termination date, provided such Work is usable, can be provided and complies with the Contract. Subject to Clause 11, the non-defaulting Party shall be entitled to compensation for documented direct costs, losses, or damages resulting from the termination and such termination shall further be without prejudice to other rights and remedies available under the Contract or applicable law.

13.3. Termination for Convenience

Either Party may terminate the Contract in whole or in part for convenience, without prejudice to its other rights or remedies, by providing ninety (90) calendar days' prior notice In Writing to the other Party. In such case, SEAONICS shall be entitled to payment for all Work performed and documented costs incurred up to the effective date of termination.

13.4. Termination Due to Delay and Liquidated Damages

If SEAONICS' delay results in the Customer becoming entitled to the maximum liquidated damages according to Clause 6.5 and the delay of the execution persist, the Customer may issue a final demand In Writing for execution of the Work within a reasonable period (not less than seven (7) business days). If the Work is not executed within that period, the Customer may terminate the Contract in respect of the delayed portion of the Work by notice In Writing.

13.5. Customer's Post-Termination Obligations

Upon termination, the Customer shall, without undue delay and at no additional cost to SEAONICS: a) immediately cease any activities that were authorized under the Contract, including but not limited to the provision of certified activities or use of SEAONICS materials; b) return or securely destroy all SEAONICS property, including training documentation, technical materials, and Confidential Information; and c) cooperate in good faith with SEAONICS to ensure a smooth transition of any ongoing activities.

14. CANCELLATION AND RESCHEDULING OF TRAINING SERVICES

14.1. Cancellation by Customer

Cancellation of training services by the Customer after reception of an order confirmation shall be subject to the following Cancellation Fee: i) no Cancellation Fee if notice In Writing is received thirty (30) calendar days or more before the course start date; ii) fifty percent (50%) Cancellation Fee if notice In Writing is received ten to twenty-nine (10-29) calendar days before the course start date; or iii) one hundred percent (100%) Cancellation Fee if notice In Writing is received less than ten (10) calendar days before the course start date.

14.2. Replacement of Participants

Replacement of participants by the Customer is permitted without incurring a Cancellation Fee if such replacement is communicated In Writing at least seven (7) calendar days before the course start date and the replacement participant agrees to be bound by the Contract. Replacements requested less than seven (7) calendar days before the course start date shall be subject to SEAONICS' prior approval, which may be withheld at SEAONICS' sole discretion. If a replacement is rejected, the originally reserved training slot shall be deemed forfeited, and no refund shall be issued.

14.3. Rescheduling by the Customer

Rescheduling of a training course by the Customer is permitted without incurring a Cancellation Fee if such rescheduling is communicated In Writing at least thirty (30) calendar days before the course start date. Rescheduling requested less than thirty (30) calendar days before the course start date shall lead to a thirty percent (30%) Cancellation Fee. All rescheduling requests are subject to SEAONICS' availability and confirmation In Writing.

14.4. SEAONICS' Right to Reschedule, Remove Participants or Suspend

SEAONICS may reschedule any training service by providing at least thirty (30) calendar days' notice In Writing to the Customer. SEAONICS may also suspend training services at any time, with immediate effect and without liability if SEAONICS, at its sole discretion, determines that the training cannot be safely or effectively delivered in accordance with applicable standards, procedures, or professional expectations. SEAONICS reserves the right to remove any participant from the training who fails to comply with safety rules, instructions, or operational guidelines issued by SEAONICS, without liability and without refund of any associated training fees. The Customer shall remain liable for any costs or consequences associated with such suspension or removal, including any non-refundable fees or administrative expenses. SEAONICS shall not be responsible for any costs, losses, or damages incurred by the Customer as a result of such rescheduling or suspension.

15. FORCE MAJEURE

15.1. Either Party shall be excused from the performance of its obligations under this Contract and shall not be liable for any delay or failure to perform, to the extent such delay or failure is caused by a Force Majeure Event. The affected Party shall notify the other Party In Writing without undue delay, providing a detailed description of the Force Majeure Event, its anticipated duration, and the steps being taken to mitigate its effects. The time for performance of the affected obligations shall be extended by a period equal to the duration of the Force Majeure Event. The affected Party shall use all commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance as soon as possible.

15.2. If the Force Majeure Event continues for more than six (6) consecutive months, either Party shall have the right to terminate the Contract or any affected Purchase Order with immediate effect and without liability, by providing notice In Writing. Such termination shall be without prejudice to any other rights or remedies the Parties may have under the Contract or at law.

16. RESTRICTIONS ON BUSINESS

16.1. SEAONICS reserves the right to decline the delivery of Work in countries or regions where legal, regulatory, or safety concerns exist. This includes but is not limited to, areas subject to travel restrictions or advisories issued by the Norwegian Ministry of Foreign Affairs (UD – land med reiseråd) or other relevant governmental authorities. In such cases, Customer shall hold SEAONICS harmless from any associated costs, liabilities, or delays, and shall indemnify SEAONICS for any expenses incurred in connection with the Work. SEAONICS' decision to decline Work in accordance with this Clause 16 shall not constitute a breach of the Contract or give rise to any liability.

16.2. Special rates and requirements apply for travel and Work in high-risk areas/regions as specified by Norwegian Ministry of Foreign Affairs. Rates and requirements shall be made available to the Customer upon request.

17. EXPORT CONTROL AND SANCTIONS COMPLIANCE

17.1. The Parties shall comply with all applicable Sanctions, and export (including re-export) control laws and regulations, including any amendments or updates to such Sanctions, and export (including re-export) control laws and regulations during the term of the Contract. This includes any requirements for permits, approvals, authorizations, or licenses from relevant authorities for the export, transfer, or provision of the Work, and/or Documentation or other related information ("Permits").

17.2. SEAONICS shall not, directly or indirectly, provide Work to any Sanctioned Person, or any country, territory, area or entity subject to Sanctions, and export (including re-export) control laws and regulations. This includes, but is not limited to, restrictions imposed by the European Union, United Nations, United States of America, United Kingdom, Norway, or any other relevant governmental authority. SEAONICS' refusal to deliver Work in accordance with this Clause shall not constitute a breach of the Contract or give rise to any liability.

17.3. Each Party warrants and undertakes that it will not export, re-export, transfer, disclose or otherwise distribute any Work, Documentation, or related information in violation of applicable Sanctions, and export (including re-export) control laws and regulations, including any restrictions that may be enacted or updated during the term of the Contract. This includes refraining from engaging, directly or indirectly, with any Sanctioned Person, entity, area or territory subject to Sanctions, and from facilitating any transaction or activity that would result in a breach of Sanctions. Each Party shall ensure that its personnel, subcontractors, and commercial partners are made aware of and comply with these obligations, and shall take all necessary measures to prevent circumvention of applicable restrictions, including but not limited to those related to re-export or end-use controls.

17.4. Each Party shall be responsible for obtaining any Permits required under applicable laws and regulations for which it is legally responsible. The Customer shall, in a timely manner, provide SEAONICS with accurate and complete documentation and information regarding the end use, destination, and end users of the Work, Documentation and/or related information, as necessary for SEAONICS to obtain such Permits. SEAONICS shall make reasonable efforts to obtain the required Permits from the relevant authorities in its jurisdiction and shall notify the Customer of any delays. SEAONICS shall not be liable for any delay, denial, revocation, or non-renewal of Permits and resulting delay, cost or non-performance of the Work, and such events shall not constitute a breach of contract. If Permits are not obtained within ninety (90) days of SEAONICS' notice to the Customer, SEAONICS may terminate the Contract in full or parts by notice In Writing and without further liability. Where the Customer is responsible for obtaining Permits, it shall do so in its own name and at its own expense, and shall ensure full compliance with applicable laws and regulations.

17.5. The Customer shall implement and maintain adequate monitoring mechanisms to detect any conduct by third parties that may violate this Clause 17. The Customer shall immediately inform SEAONICS of any actual or potential issues in applying the intent of this clause and shall provide documentation demonstrating compliance within ten (10) business days of SEAONICS' request.

17.6. Any breach of this Clause 17 shall constitute a material breach of the Contract. In such event, the breaching Party shall indemnify and hold the other Party harmless from and against all losses, damages, claims, compensation, awards, expenses (including legal fees), and/or judgments incurred as a result of such breach.

18. BUSINESS ETHICS AND ANTI-CORRUPTION

18.1. Each Party shall comply with all applicable laws and regulations concerning anti-corruption, anti-bribery, anti-money laundering, and anti-terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Norwegian Penal Code, and any laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

18.2. Each Party shall also respect and uphold internationally recognized human rights and labor standards, including those set forth in the Universal Declaration of Human Rights (UDHR), the European Convention on Human Rights (ECHR), and the ILO Declaration on Fundamental Principles and Rights at Work. This includes, without limitation, the prohibition of forced or child labor, discrimination, and the right to freedom of association and collective bargaining. The Customer shall ensure that it and its personnel adhere to the SEAONICS ethical guidelines Policy, which can be found under <https://www.seaonics.com/about-us/ethics-compliance>.

18.3. Each Party shall ensure that its personnel, subcontractors, and commercial partners involved in the performance of the Contract are made aware of and comply with the obligations set out in this Clause 18.

18.4. Each Party shall promptly notify the other In Writing if it becomes aware of any request, activity, or circumstance that may constitute or be construed as a violation of this clause. Such notice shall include sufficient detail to enable investigation.

18.5. Any breach of this Clause 18 shall constitute a material breach of the Contract. In such event, the breaching Party shall indemnify and hold the other Party harmless from and against all losses, damages, claims, compensation, awards, expenses (including legal fees), and/or judgments incurred as a result of such breach.

19. AUDIT RIGHTS

SEAONICS reserves the right to audit the Customer's and the Customer's personnel compliance with its and/or their obligations under the Contract, including but not limited to those relating to confidentiality, business ethics, anti-corruption, export control, quality, and performance. Upon providing reasonable prior notice In Writing, SEAONICS may request, at no additional cost, i) prompt and sufficient evidence of such compliance and performance, ii) relevant and up-to-date data regarding the process, quality, and execution of the obligations under the Contract, and iii) all necessary assistance to facilitate the exercise of these rights. This may include, where appropriate, access to relevant records, personnel, systems, and facilities. SEAONICS shall conduct such audits during normal business hours and in a manner that minimizes disruption to the Customer's operations. The Customer shall cooperate fully and in good faith with any such request and ensure that SEAONICS' audit rights are fully exercisable. Failure to cooperate with SEAONICS' audit requests may be deemed a material breach of the Contract.

20. NO WAIVER

No failure or delay by either Party in exercising any right or remedy under the Contract or at law shall constitute a waiver of that or any other right or remedy. A waiver shall only be effective if made In Writing and signed by the waiving Party. A single or partial exercise of any right or remedy shall not preclude any further exercise of that or any other right or remedy.

21. ASSIGNMENT AND SUBCONTRACTING

21.1. Neither Party may assign or transfer any of its rights or obligations under the Contract without the prior consent In Writing of the other Party, except that SEAONICS may assign or transfer its rights and obligations to any of its Affiliates without such consent.

21.2. SEAONICS may subcontract any part of the Work to third parties, provided that such subcontracting shall not relieve SEAONICS of its obligations under the Contract. SEAONICS shall remain fully responsible for the performance of any subcontracted Work.

21.3. The Customer may not subcontract any of its obligations under the Contract without SEAONICS' prior consent In Writing. The Customer shall remain fully liable for the acts and omissions of any approved subcontractors.

21.4. No person or entity who is not a Party to the Contract, shall have any rights to enforce or benefit from any of its terms, whether by statute or otherwise.

22. NON-SOLICITATION

Each Party agrees that, during the term of the Contract and for a period of 24 months following its termination or expiry, it shall not, without the prior consent In Writing of the other Party, directly or indirectly solicit, entice, or attempt to solicit or entice any employee, consultant, or contractor of the other Party or its Affiliates to leave their employment or engagement. This restriction shall not apply to general recruitment efforts not specifically targeted at such individuals, such as responses to public job advertisements.

23. PUBLICITY

Neither Party shall use the name, logo, trademarks, or other identifying marks of the other Party in any advertising, marketing, press release, publication, or other public communication without the prior consent In Writing of the other Party. This restriction includes references to the Contract, the Work, or any cooperation between the Parties.

24. SEVERABILITY

If any provision of the Contract is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the provision shall be deemed severed from the Contract, and the remaining provisions shall remain in full force and effect.

25. GOVERNING LAW AND JURISDICTION

25.1. This Contract, including any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Norway, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

25.2. The Parties shall use reasonable efforts to resolve any dispute arising out of or in connection with this Contract amicably and in good faith. If a dispute cannot be resolved amicably within sixty (60) days, it shall be finally settled by the exclusive jurisdiction of the courts of Møre og Romsdal, Norway (Møre og Romsdal tingrett).

25.3. The Contract shall be interpreted and construed in the English language. The Parties expressly waive any objection to the jurisdiction or venue of the courts or arbitration forum specified above, including on the grounds of inconvenient forum.

26. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the Parties with respect to the subject matter. It supersedes all prior or contemporaneous negotiations, discussions, representations, warranties, understandings, and agreements, whether oral or written, relating to the same subject matter.

27. SURVIVAL

Any provisions of the Contract which by their nature are intended to survive termination or expiration shall remain in full force and effect. This includes, without limitation, provisions relating to confidentiality, intellectual property rights, warranties, indemnities, limitations of liability, compliance, governing law and dispute resolution, and any accrued rights or obligations of the Parties.