



# General Terms and Conditions for Suppliers

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## 1 Document History

Table 1

| Revision date | List of changes | Author (Name and date) | Approval (Name and date) |
|---------------|-----------------|------------------------|--------------------------|
| 2026-09-03    | Initial version | BD/mke, 2026-09-03     | AD/toa, 2026-09-09       |
|               |                 |                        |                          |
|               |                 |                        |                          |

## 2 Preamble

These General Terms and Conditions (the “**GTC**”) apply to every purchase of goods, software, services, deliverables and other work by EIDEL AS, org. no. 929 054 849, Smed Hagens veg 11, 2080 Eidsvoll, Norway (“**EIDEL**”), unless an authorized representative of EIDEL expressly agrees otherwise in a document signed by EIDEL.

The Supplier accepts these GTC by accepting a Purchase Order, issuing an order confirmation or invoice, commencing performance, delivering any part of the Work, or receiving any payment relating to the Work.

Any terms proposed by the Supplier, including terms in quotations, acknowledgements, portals, invoices, licences, click-through terms or delivery documents, are rejected and shall not apply unless expressly accepted in writing and signed by an authorized representative of EIDEL. Silence, payment, receipt, use or acceptance of the Work does not constitute acceptance of Supplier terms.

These GTC are non-exclusive. EIDEL gives no commitment regarding minimum volumes, forecasts, future orders or continuity of business.

## 3 Definitions and interpretation

“**Acceptance**” means EIDEL’s express written acceptance following completion of agreed inspection or acceptance testing. Payment, use, integration, resale or failure to inspect does not by itself constitute Acceptance.

“**Background IP**” means Intellectual Property owned, controlled or developed independently of the Contract before or outside performance of the Work.

“**Contract**” means the Purchase Order, these GTC, and all documents expressly incorporated by reference, as amended in writing by EIDEL.

“**Deliverables**” means all goods, components, products, software, source code, firmware, designs, documentation, reports, data, materials and other results required under the Contract.

“**EIDEL Property**” means all property, information, materials, equipment, tooling, data and Intellectual Property supplied, funded or made available by or for EIDEL.

“**Foreground IP**” means all Intellectual Property first created, conceived, developed, reduced to practice or generated specifically in performing the Contract.

**“Intellectual Property”** includes inventions, patents, designs, copyrights, database rights, software, source code, mask works, trade secrets, know-how, technical information, trademarks and all similar rights, registered or unregistered.

**“Purchase Order”** or **“PO”** means EIDEL’s written order, call-off or other written authorization to perform Work.

**“Supplier”** means the person or legal entity to which EIDEL issues the Purchase Order.

**“Work”** means all obligations, services and Deliverables to be performed or supplied under the Contract.

Headings do not affect interpretation. “Including” means “including without limitation”. A requirement to act “in writing” includes signed electronic documents and email from an authorized representative, but excludes automated acknowledgements.

## 4 Contract formation and order of precedence

A Purchase Order is an offer by EIDEL. A Contract is formed only upon the Supplier’s unconditional acceptance. The Supplier shall provide its order confirmation within five (5) calendar days. Any purported qualification is ineffective unless expressly accepted by EIDEL in writing.

In the event of conflict, the following order of precedence applies: (a) a signed contract amendment or deviation schedule; (b) the Purchase Order, excluding incorporated Supplier terms; (c) EIDEL’s specifications, drawings and statement of work; (d) applicable customer or regulatory flow-down requirements identified by EIDEL; (e) these GTC; and (f) other documents expressly incorporated by EIDEL.

Supplier quotations, estimates and proposals are included only to describe the Work and price, and do not incorporate disclaimers, limitations or Supplier standard terms.

No forecast, budgetary indication, request for quotation, technical discussion, letter of intent or authorization to bid obligates EIDEL unless it expressly states that it is a Purchase Order or binding agreement.

## 5 Supplier representations and due diligence

The Supplier represents on an ongoing basis that it is duly organized, financially and technically capable, has all permits and authorizations required to perform, and is not subject to any restriction that may impair the Work.

The Supplier has independently reviewed the Contract, specifications, interfaces, site conditions, dependencies, lead times, laws and risks relevant to the Work. The Supplier shall promptly notify EIDEL of any ambiguity, inconsistency, omission, safety concern or suspected error before relying on it.

The Supplier shall not rely on estimates, forecasts or information from EIDEL as a guarantee of completeness. The Supplier remains responsible for professional judgment and for identifying information reasonably required to perform the Work.

The Supplier warrants that neither it nor any person used for the Work has an actual or potential conflict of interest. Any conflict shall be disclosed immediately.

## 6 Scope and performance

The Supplier shall perform the Work on time, with due skill, care and diligence, in accordance with the Contract, applicable law, recognized industry practice, all stated purposes and all requirements reasonably necessary for safe, reliable and compliant use.

The Supplier shall provide all labour, supervision, facilities, equipment, licences, materials, packaging, testing, documentation, certificates and other resources necessary for complete performance unless the Contract expressly states otherwise.

The Work shall be new, authentic, merchantable, fit for its stated and reasonably foreseeable purpose, free from defects and liens, and fully compliant with specifications. No substitution, deviation, repair, change in process, source, design, material, software, firmware, manufacturing location or key personnel is permitted without EIDEL's prior written approval.

Supplier personnel remain under the Supplier's direction and control. Nothing creates an employment, agency, partnership or joint venture relationship with EIDEL.

The Supplier shall obtain EIDEL's written authorization before incurring any cost not expressly included in the agreed price.

## 7 Planning, progress and records

Within the period requested by EIDEL, the Supplier shall provide and maintain realistic plans showing milestones, dependencies, critical path, procurement status, staffing, testing and delivery dates.

The Supplier shall provide progress reports in the format and frequency requested by EIDEL and immediately report any actual or anticipated event that may affect cost, quality, security, compliance or schedule.

The Supplier shall, at its own cost, implement recovery or mitigation measures requested by EIDEL where progress is at risk. Review of plans or reports does not relieve the Supplier of responsibility.

Unless a longer period is required by law, the Purchase Order or customer flow-down, the Supplier shall preserve complete, accurate and traceable Contract records for at least ten (10) years after final delivery. Records relating to safety, configuration, export control, security, Intellectual Property or product traceability shall be retained for the product lifetime plus ten (10) years.

## 8 Prices, taxes and payment

Prices are firm, fixed and all-inclusive. They include all costs, packaging, preservation, documentation, licences, royalties, duties, fees and taxes other than separately stated value added tax. No price escalation, currency adjustment, surcharge or additional fee applies unless expressly agreed in writing.

The Supplier shall invoice only after the applicable milestone, delivery and any required Acceptance. Each invoice shall quote the PO number, line item, delivery evidence, tax details and supporting documentation requested by EIDEL. EIDEL may reject an incorrect or unsupported invoice.

Unless the Purchase Order states otherwise, payment is due thirty (30) days after EIDEL receives a correct and undisputed invoice and the corresponding Work. Payment does not constitute Acceptance, waiver or confirmation that the amount is due.

EIDEL may withhold disputed amounts and set off any amount owed by the Supplier or its affiliates against amounts payable by EIDEL or its affiliates, to the extent legally permitted.

The Supplier shall not suspend performance because an amount is disputed. Interest, if legally payable, accrues only on a finally determined overdue amount and at no more than the mandatory statutory rate.

Any overpayment shall be repaid immediately. EIDEL may audit prices and underlying cost records for reimbursable, indexed or cost-based charges.

## 9 Changes

EIDEL may at any time direct additions, deletions, acceleration, suspension or other changes to the Work, specifications, quantities, delivery schedule, packaging, testing or place of delivery.

The Supplier shall promptly comply with a written change direction. Within five (5) calendar days, the Supplier shall submit a fully supported proposal identifying the minimum reasonable impact on price and schedule. Failure to do so waives any adjustment arising from circumstances reasonably known at that time.

No adjustment is valid unless agreed in a written amendment or revised Purchase Order issued by EIDEL. Pending agreement, the Supplier shall continue unaffected Work and any changed Work directed by EIDEL.

The Supplier shall not implement any change affecting form, fit, function, performance, safety, security, compliance, country of origin, export classification, source or maintainability without EIDEL's prior written approval.

## 10 Delivery, title and risk

Delivery dates are essential. Unless otherwise stated in the Purchase Order, delivery shall be DDP EIDEL's stated delivery location, Incoterms 2020, excluding import VAT recoverable by EIDEL. The Supplier remains responsible for export clearance and all documents required for lawful import and use.

Risk passes only upon physical delivery at the agreed location and completion of unloading. Title passes to EIDEL upon the earlier of payment, identification to the Contract, or delivery, free of all liens and encumbrances. Passing of title does not constitute Acceptance.

Any material, work in progress or Deliverable for which EIDEL has paid shall be clearly identified as EIDEL property, segregated, protected and made available to EIDEL on request.

Partial or early delivery requires EIDEL's prior written consent. EIDEL may return unauthorized deliveries at the Supplier's risk and cost or store them without liability.

The Supplier shall package, preserve, mark and ship the Work to prevent damage, deterioration, contamination, electrostatic discharge and unauthorized access. Hazardous goods and controlled items shall be clearly identified and accompanied by required documentation.

## **11 Inspection, acceptance and rejection**

EIDEL, its customer and competent authorities may inspect, test and verify the Work at any time and location. The Supplier shall provide reasonable facilities, access, assistance, samples and records at no additional cost.

EIDEL may reject Work that is defective, nonconforming, late, incomplete, incorrectly documented, improperly packaged or otherwise not compliant, whether or not previously inspected, paid for or used.

At EIDEL's option, the Supplier shall promptly repair, replace, reperform, complete or refund rejected Work and reimburse all reasonable costs, including inspection, sorting, containment, removal, transport, reinstallation, retesting, requalification and customer charges.

If the Supplier fails to act promptly, EIDEL may remedy or procure replacement at the Supplier's risk and cost without prejudice to other rights. Rejected Work remains at the Supplier's risk.

Latent defects, fraud, wilful concealment, title defects and warranty claims are not waived by inspection or Acceptance.

## **12 Delay and liquidated damages**

The Supplier shall notify EIDEL immediately of actual or anticipated delay, stating cause, impact and recovery actions. Notice does not excuse delay.

Unless a different rate is stated in the Purchase Order, the Supplier shall pay liquidated damages of one percent (1%) of the total Purchase Order price for each commenced week of delay, capped at twenty percent (20%). If delayed Work prevents use of a larger system or delivery to EIDEL's customer, liquidated damages may be calculated on the value of the affected system or customer commitment.

Liquidated damages do not limit EIDEL's right to require performance, recover reasonable cover and mitigation costs, terminate for default, or claim damages to the extent they exceed liquidated damages or arise from gross negligence, wilful misconduct, fraud, confidentiality breach, security incident, Intellectual Property infringement or regulatory noncompliance.

EIDEL may deduct liquidated damages and other amounts from payments. Acceptance of late delivery does not waive EIDEL's rights.

## **13 Warranty and remedies**

The Supplier warrants that the Work: (a) conforms fully to the Contract; (b) is new, authentic and free from defects in design, material and workmanship; (c) is fit for purpose; (d) is free of liens and third-party claims; (e) complies with law; and (f) does not infringe third-party rights.

Unless the Purchase Order provides a longer period, the warranty period is twenty-four (24) months from delivery.

On notice of a defect, the Supplier shall immediately contain the issue and, at EIDEL's option, repair, replace, reperform or refund. The Supplier shall bear all reasonable direct costs and provide root cause analysis and corrective action within the period required by EIDEL.

If urgent operational, safety, security or customer needs require, EIDEL may repair or replace defective Work without waiting for Supplier action and recover reasonable costs. Such action does not invalidate warranties for unaffected Work.

These warranties are cumulative and in addition to statutory and other contractual rights. No disclaimer or exclusive remedy applies.

## **14 Quality assurance and product assurance**

The Supplier shall maintain a documented quality management system appropriate to the Work and, when requested, compliant with ISO 9001, AQAP 2110, AS/EN 9100, ECSS requirements or another standard specified by EIDEL.

The Supplier shall flow down all applicable quality, product assurance, safety, security, configuration and customer requirements to its supply chain and verify compliance.

The Supplier shall ensure competent and, where required, qualified personnel; calibrated measurement equipment; controlled processes; inspection and test planning; first article inspection; special-process approval; and objective evidence of conformity.

No inspection, surveillance, approval, waiver or source release by EIDEL relieves the Supplier from responsibility for conformity.

Certificates of conformity, test reports, material certificates, process records and other required quality records are part of delivery. Missing or inaccurate documentation constitutes nonconformity.

## **15 Configuration, traceability and records**

The Supplier shall maintain configuration control sufficient to identify the approved baseline and the relationship between requirements, design, software, parts, materials, processes, inspections, tests, deviations and as-built configuration.

Traceability shall extend to original manufacturer, authorized source, part and lot or batch number, date code, country of origin, processing, inspection and incorporation into higher assemblies, as applicable.

The Supplier shall not alter an approved baseline without EIDEL's prior written approval. The Supplier shall provide as-built lists, bills of material, software versions, release notes and configuration status accounting requested by EIDEL.

Records shall be legible, protected from alteration or loss, and retrievable without undue delay. Electronic records shall have appropriate access control, backup and integrity protection.

## **16 Nonconformities and corrective action**

The Supplier shall not deliver nonconforming Work without a written concession or deviation approved by EIDEL before delivery. EIDEL may condition, limit or revoke any approval.

The Supplier shall notify EIDEL immediately of any actual or suspected nonconformity affecting delivered or in-process Work, including systemic defects, escaped defects and issues identified elsewhere that may affect the Work.

The Supplier shall conduct effective containment, root cause analysis, impact assessment and corrective and preventive action. EIDEL may require a specific methodology, independent review, recall, retrofit or fleet-wide correction.

The Supplier bears all reasonable costs arising from Supplier-caused nonconformity, including EIDEL and customer investigation, sorting, rework, removal, field action, retest and administrative costs.

## **17 Counterfeit parts and authorized sources**

The Supplier shall maintain and enforce a counterfeit prevention programme appropriate to the Work and consistent with recognized industry standards.

Electronic parts and other critical materials shall be purchased from the original manufacturer, an authorized distributor or another source approved in writing by EIDEL. Independent distributors or brokers shall not be used without EIDEL's prior written approval and enhanced authentication testing.

The Supplier shall immediately quarantine and report suspected counterfeit, fraudulent or recycled material, preserve evidence, cooperate with investigation and replace affected Work at its own cost.

The Supplier shall provide full chain-of-custody and authenticity evidence on request and flow these obligations to all sub-tier suppliers.

## **18 Obsolescence, last-time buy and continuity**

The Supplier shall actively monitor obsolescence, discontinuance, allocation, single-source and lifecycle risks and notify EIDEL as soon as any risk is known, and in all cases early enough to permit a commercially reasonable response.

Notice shall include affected items, form-fit-function impact, available stock, last order and delivery dates, approved alternatives, qualification impact and recommended mitigation.

No substitute or redesign may be used without prior written approval. The Supplier shall provide reasonable engineering and qualification support to maintain continuity.

The Supplier shall not purchase excess material, minimum order quantities, safety stock or last-time-buy quantities for EIDEL's account without EIDEL's prior written authorization. Unauthorized inventory remains the Supplier's responsibility.

On request, the Supplier shall offer EIDEL a reasonable last-time-buy opportunity and continued access to data, tooling and manufacturing information necessary to support the Work, subject to EIDEL's Intellectual Property rights.

## 19 EIDEL property, tools and materials

EIDEL Property remains EIDEL's exclusive property. The Supplier receives only a revocable, non-transferable right to use it solely for the Contract.

The Supplier shall identify, segregate, safeguard, maintain and insure EIDEL Property, keep accurate records, and not modify, copy, dispose of, pledge or use it for another customer without prior written approval.

The Supplier bears risk of loss or damage, except ordinary wear from authorized use, and shall replace or repair EIDEL Property at its cost.

Tools, fixtures, equipment, models and materials paid for directly or indirectly by EIDEL become EIDEL Property upon creation or acquisition. The Supplier shall execute documents necessary to evidence title and deliver them on request.

EIDEL may enter the Supplier's premises on reasonable notice to inspect, recover or protect EIDEL Property. On expiry or termination, the Supplier shall promptly return it in the manner requested.

## 20 Intellectual property

Each Party retains ownership of its Background IP. The Supplier shall identify in writing, before Contract formation, all Supplier Background IP necessary to use, maintain, repair, reproduce, modify, integrate or exploit the Work.

The Supplier hereby assigns, and shall procure assignment of, all worldwide rights, title and interest in such Foreground IP to EIDEL, including the right to apply for registration and to modify, commercialize, license and transfer it.

To the extent any Supplier Background IP is embedded in, required for or materially connected with the Work, the Supplier grants EIDEL, its affiliates, customers and support providers a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free licence to use, execute, host, reproduce, modify, maintain, repair, integrate, make, have made, sell, offer, import, export and otherwise exploit that Background IP as part of or in connection with the Work.

Where assignment is legally ineffective, the Supplier grants EIDEL the broadest exclusive, perpetual, irrevocable, transferable, sublicensable and royalty-free licence permitted by law. The Supplier shall obtain necessary employee and subcontractor assignments and waivers of moral rights.

The Supplier shall disclose all inventions and Foreground IP promptly, maintain suitable records, and provide assistance, documentation and signatures required to secure EIDEL's rights. Such assistance is included in the price, except reasonable external filing fees approved by EIDEL.

No licence to EIDEL Background IP is granted except the limited right strictly necessary to perform the Contract. The Supplier shall not reverse engineer, use or disclose EIDEL technology outside the Contract.

## 21 Software and open-source software

Software Deliverables shall include all object code, source code where required by the Contract, build instructions, interfaces, dependencies, configuration data, security documentation, test assets, licences and materials necessary to build, use, maintain, support and modify the software.

The Supplier shall not include open-source, source-available, freeware or third-party software without EIDEL's prior written approval. The Supplier shall provide a complete software bill of materials, licence texts, attribution notices, version information and vulnerability status.

The Supplier warrants that no software subjects EIDEL or its customers to an obligation to disclose source code, license proprietary material, permit reverse engineering, pay unapproved royalties or restrict commercial or defence use, unless EIDEL expressly accepts that obligation in writing.

The Supplier shall promptly correct vulnerabilities and licence noncompliance, provide security updates and cooperate with vulnerability handling throughout the warranty and any agreed support period.

If source code escrow is required by EIDEL, the Supplier shall enter into and maintain an escrow arrangement on terms acceptable to EIDEL, at the Supplier's cost where the requirement arises from Supplier financial or continuity risk.

## 22 Confidentiality, publicity and information handling

The Supplier shall keep confidential all non-public information received from or relating to EIDEL, its affiliates, customers, programmes and the Contract, whether marked or not, where its nature or context indicates confidentiality.

Confidential information may be used only to perform the Contract and disclosed only to personnel and approved subcontractors with a strict need to know and written obligations at least as protective as these GTC.

The Supplier shall protect confidential information using no less than the highest standard it applies to its own sensitive information and in all cases reasonable and appropriate safeguards. It shall notify EIDEL immediately of unauthorized access, use, loss or disclosure and shall cooperate fully in mitigation.

On request or termination, the Supplier shall return or securely destroy confidential information and certify completion, except for one archival copy required by law and kept inaccessible for other purposes.

Confidentiality obligations survive for ten (10) years after disclosure, and indefinitely for trade secrets, classified information, security-sensitive information, personal data and export-controlled technical data.

The Supplier shall not use EIDEL's name, trademarks, customer names, photographs, project descriptions or the existence of the Contract in publicity, references, social media or marketing without prior written consent.

## 23 Information and cyber security

The Supplier shall maintain security measures appropriate to the sensitivity, criticality and threat level of the Work and comply with EIDEL's notified security requirements, access rules and customer flow-downs.

The Supplier shall apply least privilege, multi-factor authentication where appropriate, secure configuration, timely patching, malware protection, asset control, encryption, logging, backup, vulnerability management, personnel screening where lawful, secure development and incident response.

The Supplier shall notify EIDEL without undue delay and in any event within twenty-four (24) hours of discovering an actual or suspected incident that may affect EIDEL, the Work, EIDEL information or supply continuity. Notice shall contain known facts and be updated as investigation proceeds.

The Supplier shall preserve evidence, permit EIDEL participation, provide root cause analysis and corrective action, and bear reasonable response costs where the incident results from Supplier breach or inadequate safeguards.

EIDEL may require vulnerability information, penetration-test evidence, security attestations, software bills of material, remediation plans and independent assessments. The Supplier shall not connect to EIDEL systems without written authorization.

## 24 Export control, sanctions and security regulations

The Supplier shall comply with all applicable export control, customs, sanctions, embargo, import, defence trade and security laws and regulations, including applicable Norwegian, EU, UN, UK, US and other jurisdictional requirements.

Before delivery and upon any change, the Supplier shall provide accurate country of origin, customs classification, export-control classification, licence requirements, controlled-content information, end-use restrictions and details of US-origin or other re-export-controlled content.

The Supplier shall not transfer controlled items, technical data, software or services to any country, person, affiliate, employee or subcontractor without all required authorizations and EIDEL's prior written approval.

The Supplier represents that it, its owners, directors, personnel used for the Work and supply chain are not sanctioned or debarred and are not owned or controlled by a restricted party. The Supplier shall conduct appropriate screening and notify EIDEL immediately of any actual or potential restriction, investigation or change.

The Supplier shall comply with security classifications, handling instructions, nationality restrictions and the Norwegian Security Act and associated regulations to the extent applicable to the Work. It shall not access or process classified or security-sensitive information without prior authorization and an approved security arrangement.

Any breach or credible risk under this clause entitles EIDEL to suspend performance, withhold payment, require mitigation or terminate immediately without liability. The Supplier shall indemnify EIDEL for losses, penalties and costs caused by Supplier noncompliance.

## **25 Compliance with laws and ethical requirements**

The Supplier shall comply with all applicable laws, permits and binding standards relating to the Work, including labour, health and safety, environment, anti-bribery, anti-corruption, competition, tax, fraud prevention, money laundering, whistleblowing and product compliance.

The Supplier shall not offer, promise, give, request or accept any improper advantage in connection with EIDEL business and shall maintain proportionate compliance controls and accurate books and records.

The Supplier shall comply with EIDEL's notified supplier conduct, corporate social responsibility and compliance policies. If a policy conflicts with mandatory law, the Supplier shall notify EIDEL before performance.

The Supplier shall immediately notify EIDEL of any investigation, allegation, enforcement action or material compliance concern relevant to the Contract and shall cooperate with reasonable due diligence.

EIDEL may require removal of Supplier personnel whose conduct, competence, clearance or compliance presents a reasonable risk to EIDEL or the Work.

## **26 Human rights and responsible supply chains**

The Supplier shall respect internationally recognized human rights and decent working conditions, prohibit forced labour, child labour, trafficking, discrimination and abusive practices, and maintain safe and lawful working conditions.

The Supplier shall conduct risk-based due diligence in its operations and supply chain consistent with applicable law and internationally recognized responsible-business principles. It shall identify, prevent, mitigate, track and communicate adverse impacts and provide or cooperate in remediation where appropriate.

The Supplier shall provide ownership, supply-chain, origin, labour and due-diligence information reasonably requested by EIDEL for compliance with the Norwegian Transparency Act or equivalent requirements and shall support EIDEL in responding to lawful information requests.

The Supplier shall flow these obligations to relevant sub-tier suppliers and promptly report material adverse impacts or failures. EIDEL may require a corrective action plan, enhanced monitoring, suspension of a source or termination.

## **27 Data protection**

Each Party shall comply with applicable data protection law. The Supplier shall process personal data only as necessary for the Contract, only on documented instructions where acting as processor, and subject to appropriate confidentiality and security measures.

Before processing personal data on EIDEL's behalf, the Supplier shall enter into EIDEL's required data processing agreement and shall not appoint a subprocessor or transfer data internationally without prior written approval and a lawful transfer mechanism.

The Supplier shall assist EIDEL with data-subject requests, impact assessments, regulator inquiries, security measures, deletion and breach response. The Supplier shall notify EIDEL of a personal data breach immediately and in any event within twenty-four (24) hours of discovery.

The Supplier shall minimize personal data, keep it accurate, restrict retention and return or securely delete it at the end of the permitted processing.

## **28 Audit, access and cooperation**

EIDEL, its customers, regulators and representatives may, on reasonable notice or immediately where risk or urgency requires, audit and inspect the Supplier and relevant subcontractors for Contract compliance.

Audit rights include access to premises, personnel, systems, processes, records, quality evidence, security controls, supply-chain information, cost records for reimbursable charges and EIDEL Property, subject to reasonable safeguards for unrelated confidential information.

The Supplier shall provide cooperation, facilities, copies and explanations at no additional cost. EIDEL may require corrective action and follow-up evidence within specified deadlines.

EIDEL bears its ordinary audit costs, but the Supplier shall reimburse reasonable costs of repeat or expanded audits where a material nonconformity, misrepresentation or breach is found.

Audit, approval or failure to audit does not limit Supplier responsibility.

## **29 Indemnities**

The Supplier shall defend, indemnify and hold harmless EIDEL, its affiliates, customers, directors, employees and representatives from all claims, losses, liabilities, penalties, damages and reasonable costs, including legal fees, arising from or relating to: (a) death, personal injury or property damage caused by the Supplier or Work; (b) defective or noncompliant Work; (c) Supplier breach of law or the Contract; (d) employment or tax claims by Supplier personnel; (e) security, confidentiality, export-control, sanctions or data-protection breach; and (f) infringement or alleged infringement of third-party Intellectual Property.

If the Work is or may be subject to an infringement claim, the Supplier shall at EIDEL's option and cost: obtain unrestricted continued rights; replace or modify the Work without reducing performance; or refund all amounts paid and compensate reasonable transition, removal, requalification and replacement costs.

EIDEL may participate in the defence with counsel of its choice. The Supplier shall not settle any claim in a manner that admits liability by EIDEL, imposes obligations on EIDEL, restricts EIDEL's business or fails to provide a full release without EIDEL's written consent.

## **30 Liability**

The Supplier is liable for all losses reasonably arising from its breach, negligence, wilful misconduct or the acts and omissions of its personnel and subcontractors, subject only to limitations expressly stated in a signed agreement.

No exclusion or cap applies to liability for fraud, wilful misconduct, gross negligence, death or personal injury, property damage, breach of confidentiality or security, data-protection breach, export-control or sanctions violation, Intellectual Property infringement, title defects, indemnities, unauthorized use of EIDEL Property, or amounts recoverable under insurance required by the Contract.

To the maximum extent permitted by law, EIDEL shall not be liable for indirect, incidental, special, punitive or consequential loss, loss of profit, revenue, production, use, contracts, opportunity, goodwill or anticipated savings.

EIDEL's aggregate liability arising from a Purchase Order shall not exceed the amount paid or payable by EIDEL under that Purchase Order during the twelve (12) months preceding the event giving rise to liability. This limitation does not restrict EIDEL's payment obligation for conforming Work properly accepted under the Contract.

The Supplier acknowledges that prices reflect this allocation of risk. Remedies are cumulative.

### **31 Insurance**

The Supplier shall maintain, with reputable insurers, insurance appropriate to its risks and the Work, including employer's liability, public and product liability, professional indemnity, property, cyber and transit insurance, as applicable.

Unless the Purchase Order states higher amounts, product and public liability coverage shall be not less than NOK 20,000,000 per occurrence and in aggregate, and professional indemnity and cyber coverage shall each be not less than NOK 10,000,000.

Insurance shall be maintained during performance and for at least five (5) years thereafter, or longer where claims-made coverage or law requires. On request, the Supplier shall provide certificates and evidence of premiums.

Insurance does not limit Supplier liability. The Supplier shall notify EIDEL of cancellation, non-renewal or material reduction in coverage.

### **32 Suspension and termination**

EIDEL may suspend all or part of the Work at any time by written notice. The Supplier shall stop as directed, protect Work and minimize cost. Any equitable adjustment is limited to unavoidable, reasonable and documented direct costs expressly approved by EIDEL, and no adjustment is due for suspension caused by Supplier breach or risk.

EIDEL may terminate all or part of the Contract for convenience at any time. EIDEL shall pay only for conforming Work accepted before termination and unavoidable, reasonable, documented direct termination costs approved by EIDEL. The Supplier shall not recover lost profit, unabsorbed overhead, consequential loss, anticipated volume or costs that could reasonably be avoided.

EIDEL may terminate immediately for default if the Supplier: materially breaches; fails to make progress; delivers late or nonconforming Work; breaches security, confidentiality, export-control, sanctions, ethics or human-rights obligations; becomes insolvent; undergoes an unacceptable change of control; provides misleading information; or fails to cure another breach within the period stated by EIDEL.

On termination, the Supplier shall stop Work as directed, preserve and deliver completed and in-process Work, EIDEL Property, records, data, tooling and materials, assign relevant subcontracts if requested, refund unearned payments and provide orderly transition assistance.

If a convenience termination is later determined to be an invalid default termination, it shall be treated as a convenience termination. Rights accrued before termination and provisions intended to survive remain effective.

### **33 Force majeure and business continuity**

A Party is excused only to the extent performance is prevented by an event beyond its reasonable control that was not reasonably foreseeable or avoidable and whose effects cannot be overcome through reasonable measures. Lack of funds, price increases, labour shortage limited to the Supplier, subcontractor default, equipment failure, cyber incident caused by inadequate safeguards, or shortage that could reasonably have been mitigated is not force majeure.

The affected Party shall notify the other immediately, provide evidence, mitigate continuously and resume performance as soon as possible. The Supplier shall use alternative sources, routes, sites and methods where commercially reasonable.

EIDEL may obtain substitute supply during force majeure without liability or exclusivity restriction. If the event threatens EIDEL's obligations towards its customers, or EIDEL's customer requires action, EIDEL may terminate affected Work immediately without liability.

The Supplier shall maintain tested business-continuity, disaster-recovery and supply-chain resilience plans appropriate to the Work and provide summaries or evidence on request.

### **34 Assignment and subcontracting**

The Supplier shall not assign, novate, transfer, pledge or subcontract any right or obligation, or undergo a change of control affecting the Contract, without EIDEL's prior written consent. Consent does not relieve the Supplier of responsibility.

The Supplier remains fully liable for all acts and omissions of subcontractors and shall ensure written flow-down of all applicable Contract requirements, including audit and access rights.

EIDEL may assign or transfer the Contract, in whole or part, to an affiliate, successor, customer or purchaser of the relevant business or programme by written notice.

EIDEL may require replacement of a subcontractor that presents a reasonable quality, capacity, security, sanctions, ethical or continuity risk.

### **35 Records, notices and electronic communications**

Contract notices shall be in writing and sent to the addresses stated in the Purchase Order or later notified. Notices of breach, termination, claim or dispute shall be sent by email and by a method providing delivery evidence.

Operational communications, approvals and directions are binding only when issued by personnel authorized for the relevant matter. Supplier reliance on instructions from unauthorized personnel is at the Supplier's risk.

The Supplier shall maintain accurate contact and banking details. Any request to change payment details is effective only after EIDEL's independent verification.

Electronic signatures and electronic records may be used and have the same effect as originals to the extent permitted by law.

### **36 Governing law and disputes**

The Contract is governed by the substantive laws of Norway, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

The Parties shall first attempt in good faith to resolve disputes through escalation to authorized senior representatives. Escalation does not prevent urgent protective measures.

Any dispute not resolved within thirty (30) days after written escalation shall be subject to the exclusive jurisdiction of the courts of Norway, with Oslo Court as agreed venue, unless EIDEL elects arbitration in its written notice of claim.

If EIDEL elects arbitration, the dispute shall be finally settled under the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce rules by one arbitrator, or three arbitrators where the amount or complexity reasonably requires. The seat shall be Oslo, Norway, and the language shall be English.

EIDEL may seek interim, injunctive or protective relief in any competent jurisdiction. Proceedings, evidence and awards shall be confidential.

### **37 General provisions**

The Supplier is an independent contractor and has no authority to bind EIDEL.

Failure or delay by EIDEL to exercise a right is not a waiver. A waiver is effective only if written and limited to the specific instance.

If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary and the remainder remains effective.

The Contract constitutes the entire agreement regarding its subject and supersedes prior discussions and communications. Amendments must be in writing and signed or issued by an authorized EIDEL representative.

Supplier obligations concerning warranty, records, audit, confidentiality, security, export control, Intellectual Property, indemnity, liability, dispute resolution and any provision intended by nature to survive shall survive expiry or termination.

The authoritative language is English. Any translation is for convenience only.

These GTC remain effective until replaced or withdrawn by EIDEL. The version incorporated into a Purchase Order applies to that Purchase Order unless otherwise agreed.