General Terms and Conditions for Purchase Order Goods & Services

1. INTRODUCTION

1.1 Definitions:

“AFFILIATED COMPANY/COMPANIES” means the parent company of one of the parties to the CONTRACT, together with any company which, according to the Norwegian Joint Stock Company Act (Aksjeloven/Allmennaksjeloven) Section 13, shall be regarded as a subsidiary company of the parent company or a party to the CONTRACT. “COMPANY” means SafeClean AS

“COMPANY GROUP” means COMPANY, its license partners and AFFILIATED COMPANIES, contractors and their subcontractors and their respective employees.

“CONTRACTOR” means the party, specified as “Contractor” or “Supplier” in the PURCHASE ORDER.

“CONTRACTOR GROUP” means CONTRACTOR and any of its affiliates, its vendors and SUBCONTRACTORS and their respective employees, servants or agents.

“CONTRACT” means these General Terms and Conditions, the PURCHASE ORDER, including attachments, and any variations to the WORK as defined in article 10.

“FORCE MAJEURE” means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided or overcome it or its consequences.

“GOODS” means all materials, goods, documents and other deliverables to be delivered by CONTRACTOR according to the CONTRACT.

"PURCHASE ORDER” means the electronic order issued in accordance with Article 3 to initiate the WORK.

“SERVICES” means all services and activities to be performed by CONTRACTOR according to the CONTRACT.

"SUBCONTRACT" means a contract entered into between CONTRACTOR and a SUBCONTRACTOR for the supply of goods or services in connection with the WORK.

"SUBCONTRACTOR" means a third party who has entered into a contract with CONTRACTOR for the supply of goods or services in connection with the WORK.

"WORK" means all obligations to be complied with by CONTRACTOR pursuant to and in compliance with the CONTRACT, including all deliveries of SERVICES and GOODS.

1.2 These General Terms and Conditions shall, unless otherwise agreed in writing in the PURCHASE ORDER, apply to all COMPANY’s purchasing of GOODS and SERVICES hereunder.

1.3 Unless otherwise agreed, CONTRACTOR’s price quotations are non-binding upon COMPANY until a PURCHASE ORDER has been issued by COMPANY and confirmed by CONTRACTOR in compliance with these conditions.

1.4 The CONTRACT supersedes any previous contracts, correspondence or understandings between the parties in respect of the subject matter hereof.

1.5 Notices, claims, etc. which the CONTRACT requires to be presented in writing, shall be sent by letter or electronic mail to the other party’s appointed representative.

2. REPRESENTATIVES AND KEY PERSONNEL

2.1 Prior to commencement of the WORK, each party shall appoint a representative with responsibility and authority to act on its behalf in all matters concerning the CONTRACT.

3. PURCHASE ORDER

3.1 Unless otherwise agreed, CONTRACTOR shall not commence the WORK without a PURCHASE ORDER issued by COMPANY. The written and numbered PURCHASE ORDER shall specify the type of GOODS and/or SERVICES, quantity, time and place of delivery, and the total price.

3.2 If CONTRACTOR discovers any errors or discrepancies in the PURCHASE ORDER or in the attachments , CONTRACTOR shall notify COMPANY and initiate corrective actions. CONTRACTOR shall refer to the PURCHASE ORDER number in all correspondence with COMPANY and when invoicing.

3.3 On receipt of a PURCHASE ORDER as described in Article 3.1, CONTRACTOR shall confirm the order by email.

4. CONTRACTOR`S GENERAL OBLIGATIONS

4.1 CONTRACTOR shall perform the WORK in accordance with generally accepted professional standards. CONTRACTOR undertakes to keep himself informed of and comply with laws, rules, regulations, provisions and practice in all matters applicable to the CONTRACT. CONTRACTOR shall obtain and maintain approvals and permissions which are necessary for the fulfillment of the CONTRACT and shall whenever requested by COMPANY produce documentation showing that necessary permits have been obtained.

4.2 CONTRACTOR shall have the responsibility for the performance of the WORK, and COMPANY shall not be deemed to be the employer of CONTRACTOR’s personnel, even if such personnel will perform all or parts of the WORK at COMPANY’s premises.

4.3 When WORK is carried out at COMPANY’s premises, CONTRACTOR shall comply with any rules in force relating to safety, confidentiality and working conditions.

4.4 CONTRACTOR shall, at his own expense, immediately replace personnel who in COMPANY’s reasonable opinion conduct themselves in an improper manner or are unsuitable to perform the work.

5. SUBCONTRACTING

5.1 CONTRACTOR shall not subcontract any significant part of the WORK without the prior written approval of COMPANY. Such approval shall not relieve CONTRACTOR from any liability or obligation pursuant to the CONTRACT.

5.2 No SUBCONTRACT shall bind COMPANY. CONTRACTOR shall procure and ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of the CONTRACT inso far as they apply to the SUBCONTRACT.

5.3 CONTRACTOR shall include in any SUBCONTRACT that SUBCONTRACTOR waives the right to make any claims against COMPANY arising out of or connected to the CONTRACT.

6. DELIVERY

6.1 GOODS shall feature such functions, characteristics and qualities as specified by COMPANY in the CONTRACT and be able to perform in accordance with its intended purpose.

6.2 GOODS shall be delivered properly packed and marked at the agreed place and time of delivery. Unless otherwise stated in the CONTRACT, the freight conditions shall be in accordance with INCOTERMS 2020 or as further specified in the PURCHASE ORDER. CONTRACTOR shall submit all required documents for export and import of GOODS to place of delivery.

6.3 Applicable documentation shall always be part of the delivery. All documentation connected to delivery shall be filed by CONTRACTOR and be available for at least one (1) year after delivery.

7. INSTALLATION AND TESTS

7.1 The provisions of this Article 7 shall only apply if it has been agreed that delivery of the GOODS and SERVICES shall include installation work and/or tests to be carried out at COMPANY’s premises and sites onshore or offshore.

7.2 CONTRACTOR shall in due time before commencement of the installation work and/or tests provide a schedule of any items and/or services which COMPANY shall provide according to the CONTRACT.

7.3 Delivery occurs when the installation work and/or tests have been completed and COMPANY has confirmed in writing that the GOODS have byen

accepted. Such acceptance or non-acceptance shall be given without undue delay.

7.4 Unless otherwise agreed, the CONTRACT price to be paid for the WORK includes costs of installation work and/or tests.

8. BUSINESS CONDUCT

8.1 CONTRACTOR shall perform the WORK in accordance with generally accepted ethical standards.

8.2 CONTRACTOR warrants that it has not made, promised or authorized, and will not make, promise or authorize, a prohibited payment or any other improper advantages to a government official.

8.3 CONTRACTOR warrants that it has not engaged, and will not engage, in any prohibited transaction.

8.4 CONTRACTOR warrants that it will promptly report to COMPANY any prohibited payment, improper advantage, prohibited transaction or violation of, or conspiracy or attempt to violate, any of the applicable laws and regulations, or any allegations of such conduct, related to GOODS & SERVICES provided to COMPANY, and agrees that it will cooperate fully and in good faith with any inquiry by COMPANY.

9. COMPENSATION, INVOICING, PAYMENT AND AUDIT

9.1 The price indicated in the PURCHASE ORDER shall be fixed and firm throughout the execution of the Contract. All prices will be in NOK if not agreed otherwise.

9.2 COMPANY will pay the price to CONTRACTOR as full compensation for CONTRACTOR's performance of all its obligations under the CONTRACT. Payment will be made in accordance with this Article 9, the PURCHASE ORDER or other written purchase confirmation issued in accordance with Article 3.1. All sums, rates and prices set forth therein are exclusive of Value Added Tax (VAT).

9.3 COMPANY shall, within thirty (30) days after receipt of a correct, complete invoice, effect payment to a bank account nominated by CONTRACTOR of all undisputed portions of the invoice. An invoice or portion thereof that is incomplete due to lack of relevant documentation shall not be considered as received for payment until all relevant documentation has been received by COMPANY.

9.4 If COMPANY fails to make payment of any undisputed amount by the due date pursuant to Article 9.3 or if it is later established that COMPANY was and is obligated to pay any withheld amounts, then COMPANY shall pay such amounts plus accrued interest calculated in accordance with Norwegian Act on Interest on overdue payments 16.12.1976 no. 100, effective from the date the amount should have been paid.

9.5 Payment of any invoice shall not prejudice the right of COMPANY to question the amounts paid to CONTRACTOR. If errors are substantiated, payment adjustments shall be made accordingly.

9.6 If it has been agreed that CONTRACTOR shall provide a bank guarantee, COMPANY shall not be obliged to make any payments prior to receipt of such bank guarantee.

9.7 COMPANY is entitled to deduct any prepayments and accrued liquidated or other damages against CONTRACTOR's invoices. Furthermore, any disputed or insufficiently documented amounts, as well as any amounts owed by CONTRACTOR to COMPANY under the CONTRACT may be set-off against CONTRACTOR's invoices.

10. VARIATION TO THE WORK

10.1 COMPANY is entitled to make any variations to the WORK or part thereof. Such variations may include increase or reduction of WORK character, quality, nature or design, as well as execution and change of delivery time, provided that such variations are within what the parties could reasonably expect when entering into the CONTRACT. The variation will be formalized by COMPANY`s issuance of a written revised PURCHASE ORDER. CONTRACTOR's obligations under this CONTRACT apply to all variations to the WORK. The price in the PURCHASE ORDER shall reflect the price level of the original PURCHASE ORDER, if any.

10.2 Prior to issuance of a revised PURCHASE ORDER, CONTRACTOR shall, without undue delay after receipt of an inquiry from COMPANY, send to COMPANY an estimate describing the variation work, and inform about possible effects on price and delivery time. If CONTRACTOR does not prepare an estimate as prescribed, CONTRACTOR has thereby confirmed that the variation does not increase the price or the delivery time.

10.3 If CONTRACTOR finds that a variation to the WORK is required, COMPANY shall be notified in writing without undue delay including the reason for the vartiation. Any such variation shall be subject to approval by COMPANY by means of a written revised PURCHASE ORDER before CONTRACTOR initiates the variation to the WORK.

10.4 CONTRACTOR is obliged to implement the revised PURCHASE ORDER without undue delay even if the parties do not agree on the effect on price and delivery time. If the parties disagree on the revised PURCHASE ORDER`s impact on price, COMPANY shall pay the amounts which are not disputed as a provisional settlement. A revised PURCHASE ORDER which is due to CONTRACTOR shall not result in a change of price or delivery time in favor of the CONTRACTOR. If a VO entails cost saving for CONTRACTOR, COMPANY shall be credited accordingly.

10.5 Unless otherwise agreed, all CONTRACTOR's obligations under the CONTRACT shall also apply to the revised PURCHASE ORDER.

11. GUARANTEE PERIOD

11.1 The guarantee period shall commence on the day CONTRACTOR has fulfilled his obligations to deliver the GOODS under the PURCHASE ORDER and last for a period of twenty-four (24) months, during which time period CONTRACTOR is under an obligation to rectify any defect in the WORK.

11.2 CONTRACTOR shall in its SUBCONTRACTS provide a right for COMPANY to enforce any guarantees given to CONTRACTOR by his SUBCONTRACTORS.

12. LIABILITY AND INDEMNIFICATION

12.1 CONTRACTOR shall indemnify and hold COMPANY GROUP harmless from and against all losses, expenses and claims for death of or injury to the CONTRACTOR GROUP's personnel and for damage to or loss of the property owned and controlled by CONTRACTOR GROUP arising out of or in any way connected with the performance of the WORK regardless of the negligence or breach of duty of COMPANY GROUP except to the extent that such losses, expenses and claims has arisen as a result of the gross negligence or willful misconduct of any member of the COMPANY GROUP.

12.2 COMPANY shall indemnify and hold CONTRACTOR GROUP harmless from and against all losses, expenses and claims for death of or injury to COMPANY GROUP's personnel and for damage to or loss of the property owned and controlled by COMPANY GROUP arising out of or in any way connected with the performance of the WORK regardless of the negligence or breach of duty of CONTRACTOR GROUP except to the extent that such losses, expenses and claims has arisen as a result of the gross negligence or willful misconduct of any member of the CONTRACTOR GROUP.

12.3 Each of the parties shall be responsible for and shall assume its legal liabilities for any accident or occurrence caused by it in connection with the CONTRACT arising out of or in any way connected with the performance of the WORK which results in loss of or damage to any property of, or injury or death suffered by any third party.

12.4 Under no circumstances, whether by reason of breach of CONTRACT or by reason of any negligence, shall either party be liable for consequential or indirect losses of any kind suffered by the other including without limitation loss of profit, loss of use, loss of production, and loss of contracts, and either party shall indemnify against and hold harmless the other from any such loss.

12.5 Notwithstanding any other provision of this agreement to the contrary, CONTRACTOR shall indemnify and hold COMPANY GROUP harmless from and against any and all liability and claims (including fines and penalties imposed by law) for pollution or contamination (including the cost of cleanup of same).

12.6 Should any claim for loss, damage or expense be raised against COMPANY or CONTRACTOR for which indemnification may be claimed from

CONTRACTOR or COMPANY, respectively, under the provisions of the CONTRACT, the indemnitor shall be promptly informed of same by the other party. No claim shall be settled without the written approval of the indemnitor. The indemnitor shall assume the defence of such claim.

12.7 CONTRACTOR shall indemnify and hold harmless COMPANY from and against all fines, proceedings, costs, charges and expenses of whatsoever nature arising from the failure by CONTRACTOR or any SUBCONTRACTOR to comply with any applicable law and regulation in connection with the CONTRACT.

13. RETURN OF GOODS

13.1 Unused standard GOODS made for stock, in new, resalable condition may be returned by COMPANY for credit provided written request is issued by COMPANY and received by CONTRACTOR within three (3) months after the delivery date.

13.2 Requests for return of GOODS must show original PURCHASE ORDER number, description of GOODS and date of purchase. The credit given shall be based on the original price and will be issued following contractor's receipt of the goods.

14. PROGRESS AND DELIVERY

14.1 CONTRACTOR shall complete the WORK in accordance with the agreed schedule as specified in the PURCHASE ORDER. If CONTRACTOR at any time has cause to believe that he will be unable to meet the schedule, he shall immediately notify COMPANY in writing stating the reason for the delay, the effect on the schedule as included in the applicable PURCHASE ORDER and shall include a proposal as to how the delay can be minimized. CONTRACTOR shall bear his own costs incurred to minimize the delay unless the delay is caused by COMPANY.

14.2 Delivery of GOODS shall take place when the GOODS are handed over to COMPANY and, if applicable, any agreed installation work and tests are passed and completed and COMPANY has accepted completion in accordance with Article 7.

15. DELAY

15.1 Delay exists when CONTRACTOR fails to comply with the schedule in the PURCHASE ORDER or other written purchase confirmation in accordance with Article 3.1, unless the delay is caused by COMPANY.

15.2 In the event of delay in the completion of the WORK and unless otherwise agreed, liquidated damages shall accrue at a rate of 0,5% of the total value of the PURCHASE ORDER per day by which the completion of the WORK is delayed. The liability for such liquidated damages shall, however, not exceed 10 % of the total value of the PURCHASE ORDER.

15.3 If Company claims liquidated damages, this shall be COMPANY's sole financial remedy for delay.

16. DEFAULT AND DEFECTS

16.1 In the event that CONTRACTOR fails to fulfil any of its obligations under the CONTRACT, CONTRACTOR shall have a strict liability to remedy defaults and defects at its own risk and account without undue delay, provided such remedial action has been requested by COMPANY in writing within the guarantee period established in Article 11.

16.2 If CONTRACTOR is unable or is unwilling to remedy such default or defect or if for other reasons COMPANY refuses to allow CONTRACTOR to perform the remedial work, COMPANY shall be entitled to perform, or cause to be performed by others, such remedial WORK as deemed necessary. All costs for such remedial work shall be borne by CONTRACTOR.

16.3 COMPANY shall be entitled to claim compensation from CONTRACTOR for losses suffered by COMPANY due to defects. Such compensation is limited to direct losses incurred by COMPANY unless CONTRACTOR has acted with gross negligence or wilful misconduct.

16.4 Notwithstanding anything to the contrary in the CONTRACT, the maximum aggregate liability of CONTRACTOR shall not exceed 100% of the value of the PURCHASE ORDER.

16.5 COMPANY may terminate the CONTRACT pursuant to Article 17 in such event, COMPANY is entitled to reject CONTRACTOR's offer to remedy the defect.

17. SUSPENSION AND TERMINATION

17.1 COMPANY can at any time notify CONTRACTOR that performance of WORK shall be temporarily suspended. Such suspension can be demanded for all or parts of the WORK. The notification of suspension shall if possible specify the duration of the suspension. CONTRACTOR shall resume the WORK as soon as COMPANY has given CONTRACTOR notification of this. COMPANY shall compensate CONTRACTOR's documented and necessary costs which are a direct result of a suspension.

17.2 COMPANY may, at its sole discretion and without cause, terminate the CONTRACT or parts thereof at any time by giving written notice to CONTRACTOR. Such termination shall be effective on the date and in the manner specified in the notice, and shall be without prejudice to any and all obligations owing to, and any and all liabilities incurred by either party hereto prior to the receipt of such notice. COMPANY shall pay to CONTRACTOR, all amounts of compensation earned by CONTRACTOR up to the date of termination and not yet paid. COMPANY shall also pay any other reasonable and documented costs incurred as a direct result of such termination.

17.3 CONTRACTOR shall accept such payments for suspension and termination as full and final settlement for all amounts due under or in any way arising from the CONTRACT.

17.4 In case of termination by COMPANY due to CONTRACTOR's substantial breach of CONTRACT which has not been remedied within fourteen (14) days after COMPANY's notification, CONTRACTOR shall be liable for losses suffered by COMPANY as a result of the termination, limited to direct losses unless CONTRACTOR has acted with gross negligence or willful misconduct.

18. FORCE MAJEURE

18.1 Neither party hereto shall be considered to be in breach of the CONTRACT to the extent that it can be established that the party was unable to fulfil its contractual obligations due to FORCE MAJEURE. Each party shall cover its own costs resulting from FORCE MAJEURE. The party affected by FORCE MAJEURE shall give written notice to the other party as soon as possible, but not later than three (3) calendar days, after having been so affected. Such notice shall also include a description of the FORCE MAJEUREevent as such and the presumed duration thereof. In the event of FORCE MAJEURE, the obligations of both parties hereunder, except those previously incurred and remaining capable of fulfilment, shall be suspended during the period of FORCE MAJEURE, provided, however, that the affected party shall make every effort to remedy the cause thereof.

18.2 In the event the FORCE MAJEURE event or circumstance continues, or it is evident that it will continue, uninterrupted for a continuous period sixty (60) days from the date on which the FORCE MAJEURE event or circumstance commenced, either party shall have the right to terminate this CONTRACT forthwith by giving notice to the other party.

19. INSURANCE

19.1 CONTRACTOR shall at his own expense provide and maintain insurance policies covering the liability possibly incurred as a result of the CONTRACT and in accordance with Article 12. The insurances shall not cease before the later of delivery has taken place or termination of the CONTRACT. To the extent possible, the insurance policies shall state that the COMPANY GROUP is coinsured. The insurers shall waive any rights of subrogation against COMPANY GROUP. If requested by COMPANY, CONTRACTOR shall submit original insurance certificates.

20. TAXES

20.1 CONTRACTOR shall defend, indemnify and hold COMPANY harmless from any taxes on income, wages, salaries, profits or gains imposed by any governmental authority upon CONTRACTOR or COMPANY in respect of any payment made to or earned by CONTRACTOR hereunder. If required by the laws of any country having jurisdiction, COMPANY shall have the right to withhold amounts at the withholding rates specified by such laws from the compensation payable for the WORK performed by CONTRACTOR hereunder and any such amounts paid over by COMPANY to a governmental authority

pursuant to such laws to the extent of such payment be credited against and deducted from amounts otherwise owing to the CONTRACTOR hereunder.

20.2 CONTRACTOR shall be liable to income taxes, value added taxes, withholding taxes, levies, charges, or any other taxes charged on it by any relevant tax authorities in the process of carrying out the WORK.

20.3 CONTRACTOR shall maintain tax records for the period of time prescribed by the relevant tax laws of the jurisdictions where the CONTRACTOR operates.

20.4 The Contractor warrants that it is familiar with the Tax Administration Act (Norwegian: Skatteforvaltningsloven) of 27 May 2016 with particular reference to Sections 7-6 and 14-1 of the Tax Administration Act with appurtenant regulations concerning duty to report on employees and companies resident abroad and foreign companies who are given assignments in Norway, including on the Norwegian Continental Shelf.

21. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

21.1 All information which the parties exchange shall be kept confidential. A party may nevertheless make information available to third parties to the extent necessary for execution of the CONTRACT or utilization of the GOODS or the results of the SERVICES as provided for in the CONTRACT, provided that the receiver of such information shall be bound by a confidentiality obligation similar to this Article.21.1.

21.2 The parties shall not publish or advertise information in connection with the CONTRACT without the other party`s prior written approval.

21.3 Commercial and technical information, including drawings, documents and computer programs provided by one party to the other shall remain the property of the provider

21.4 Information and inventions developed by CONTRACTOR mainly on the basis of information provided by COMPANY, shall be the property of COMPANY and shall not be used by CONTRACTOR other than for the purpose of the WORK.

21.5 Inventions and other intellectual property rights developed by CONTRACTOR related to the SERVICES and the GOODS shall be the sole property of CONTRACTOR whether developed prior to or as part of the WORK. COMPANY and AFFILIATED COMPANIES shall be granted an irrevocable, royaltyfree and non-exclusive right to use such inventions and rights necessary for the completion, utilization, operation, maintenance, repair and modification of the GOODS or the results of the SERVICES. The right to utilize shall include a right for COMPANY and AFFILIATED COMPANIES to fabricate or manufacture goods either by itself or with assistance from a third party.

21.6 CONTRACTOR warrants that neither CONTRACTOR's performance of the WORK, nor COMPANY's use of any product resulting therefrom will cause infringement of any patent or other industrial property rights. CONTRACTOR will indemnify, defend and hold COMPANY GROUP harmless from any claims, loss or expenses whatsoever in relation to any such infringement.

22. ASSIGNMENT OF THE CONTRACT

22.1 CONTRACTOR shall not assign the CONTRACT or any part thereof or any benefit or interest therein or there under without prior written approval by COMPANY, such approval not to be unreasonably withheld.

22.2 COMPANY may assign the CONTRACT to a third party.

23. GOVERNING LAW AND DISPUTES

23.1 This CONTRACT is subject to and shall be interpreted, construed and governed by and in accordance with the laws of Norway, without giving effect to the choice of law principles of Norwegian law.

23.2 Any dispute arising under or in connection with the CONTRACT that cannot be solved amicably between the parties shall be referred to Agder District Court, Kristiansand