

1. General

1.1 These general purchasing conditions applies to all deliveries of goods and services where Pipelife Norge AS is the Purchaser. The Supplier's identity is given in the Agreement and when entering the Agreement, the Supplier has accepted these Purchasing conditions. Possible conflicting conditions are without effect on the delivery unless Pipelife has accepted them in writing. The Supplier's standard Sales Conditions attached as appendixes, order confirmations or invoices will not be accepted.

1.2 Special conditions

Where, in addition to these conditions, Special Conditions are agreed upon, the Special Conditions shall, in case of conflict, prevail.

2. Offer

2.1 The Offer is prepared on The Suppliers account and according to Pipelife's RFQ.

2.2 Pipelife is entitled to accept or reject any offer, including calling off the competition.

3. Ordering and Cancellation

3.1 Only written orders including price, amount and where named requisitioner clearly appears, are binding for Pipelife.

3.2 After receiving Pipelife's order, and without undue delay, The Supplier shall sign and return Pipelife's order. Until such order confirmation is received, Pipelife may cancel the order without any further consequences.

3.3 If Pipelife cancels any deliveries manufactured specifically for Pipelife, and if the deliveries for these reasons can not be sold to any third party, Law of Purchasing of Goods (Norwegian: Kjøpsloven) §52 shall apply.

4. Requirements to the delivery

4.1 The Supplier guarantees that all work in connection with the Delivery is carried out in a professional manner and is documented and/or controlled by qualified and authorised personnel when so required. Further, that the Delivery is consistent with the order and in compliance with the performance and/or qualities requested by Pipelife.

4.2 The Supplier shall have implemented a satisfactory QA/QC-system in accordance with ISO9001 or similar.

4.3 Environmental policy and Carbon footprint. Supplier agrees to Pipelife's environmental policy Supplier must be able to present his own environmental policy, environmental program and environmental control system. Supplier shall upon request present his general production process including, but not limited to: type of raw materials and additives in use, energy and water consumption, discharge and waste disposal. Specific products covered by this Agreement shall also be presented with regards to: Raw materials and additives (datasheets included), any threats to health or workplace environments, types of packaging, CO2 emissions, return agreements for packaging and return/ recycling agreements for the product.

4.4 Pipelife has the right to access all underlying documentation concerning the delivery, and shall have a copy of all certificates where such certificates are requested or forms part of the documentation.

5. HSE and governmental requirements

5.1 The Supplier shall comply to all rules and regulations, including HSE-requirements, in connection with the delivery. The supplier is responsible for keeping his own personnel and sub-suppliers updated with Pipelife's decisions and regulations, inter alia EU directive No.2002/957/EU

5.2 For supply of chemical substances and products, the appropriate HSE data-sheet shall be submitted.

5.3 REACH. Supplier agrees that all products sold to Purchaser are made in accordance with the national requirements in the European Chemicals Agency's REACH Regulation.

5.4 The Supplier shall not make use of products containing substances listed in the environmental authorities' priority list of health- and environmental dangerous substances. The Supplier is obliged to replace such products. Ref. www.environment.no

6. Drawings and documentation

6.1 All necessary documentation describing certificates, drawings, instructions etc. are regarded as an integrated part of the delivery.

6.2 Wrong, missing or insufficient documentation is regarded as a breach of contract, and the Supplier will be liable in accordance with clause 9.

6.3 Pipelife has the sole intellectual propriety rights to any documentation, ideas and concepts submitted by Pipelife under this agreement. Pipelife shall have unlimited right to use the documentation submitted from the Supplier in connection with the delivery, independent of whether these are the Supplier's own or any third party's property.

6.4 The Supplier guarantees that he has the right to use all his input factors – physical or intellectual -, including third party's property protected solutions, and that third party's rights are not infringed at completion of this agreement. The Supplier will keep Pipelife indemnified in relation to any potential breaches of third party's rights.

7. Change orders

7.1 Pipelife has the right to place Change Orders with the Supplier concerning the quality, quantity or the time of delivery. The Supplier has the right and duty to suggest changes related to product quality or costs that are advantageous to Pipelife.

7.2 A Change Order shall be pre-agreed in writing before implementation of modification work. Otherwise, the work shall be regarded as included in the contract.

7.3 The Supplier may claim payment for Change Orders based on the rates/unit prices of the order, and otherwise based on the price level which the primary order is based on. Any Change Orders leading to cost savings for Pipelife, shall be deducted from the base price. Agreed maximum levels for Change Orders cannot be exceeded without Pipelife's prior written approval.

7.4 Despite of any disputes regarding a Change Order, or any disputes regarding payment for the Change Order, The Supplier is obliged to complete the order.

8. Delivery, time of delivery and consequences of delay.

8.1 The delivery shall be properly packed, marked and delivered:

- DDP Pipelife Norge AS according to INCOTERMS 2020

If the Supplier has reasons to believe that he will be prevented from fulfilling the delivery on time, he shall, without delay, inform Pipelife about the cause of the delay, and state at what time the delivery will take place. If Pipelife does not receive such information within reasonable time after the Suppliers knowledge of the delay, Pipelife may claim compensation for losses which could have been avoided if the information had been given timely. If delivery does not take place or is delayed, and this is not caused by Pipelife or is Pipelife's responsibility, Pipelife can either withhold the payment, demand full or partly delivery, or terminate the agreement. In addition, Pipelife shall have the right to claim liquidated damages and/or compensation for the delay. Pipelife's right to claim liquidated damages or claim compensation, are

supplementary to Pipelife's right to execute other sanctions and shall apply regardless of whether or not other sanctions or claims are applicable/are advanced.

Unless otherwise agreed, the liquidated damages for delay are determined to 0,5 % of the order value (although no less than NOK 6000) per calendar day, from the agreed delivery day and until the day that the delivery takes place. Accumulated liquidated damages shall not exceed 10% of the total contract value. (Total contract value is defined as; Sum of all orders under the contract including any Change Orders).

- 8.2** If and when maximum liquidated damages are reached, Pipelife may, by written notice to the Supplier, choose to set a final delivery date not shorter than one week. If this final delivery date is not met, Pipelife may terminate the contract in full or partly with immediate effect. Such a termination shall be given in writing.
- 8.3** If, due to the delay, the delivered goods can not be used for their purpose as intended in this contract, this will be regarded as a breach of contract giving Pipelife the right to terminate the contract with immediate effect.
- 8.4** Pipelife may claim compensation for incurred direct losses due to the delay. This provision does not apply, however if the delay is caused by circumstances outside the Supplier's control and which the Supplier within reason could not have prevented the result by taking other actions before the situation occurred.
- 8.5** The Supplier is responsible for his sub-suppliers or third parties delivering part of the contract, provided they would be responsible according to clause 8.6
- 8.6** The aforementioned restrictions on compensations, i.a. concerning indirect losses, shall not apply if Pipelife's loss is due to gross negligence or intent on the part of the Supplier.
- 9. Guarantees, defects and consequences of defects**
- 9.1** The Supplier guarantees that the delivery fulfils all requirements regarding type, quantity, quality, packing or any other characteristics according to the Agreement. The delivery shall be suitable for its purpose as well as free of legal defects of any kind.
- 9.2** In case of any defect that is not caused by Pipelife or by any circumstances under Pipelife's control, Pipelife may withhold the contract amount, demand correction a substitute delivery or a discount and terminate the contract. In addition, Pipelife has the right to claim compensation for any such circumstances as described above. Pipelife's right to compensation is not limited by any other claims that Pipelife might have made, or by the fact that these other claims are not, or may not be maintained.
- 9.3** The provisions in clause 9.2 shall, as far as they are regarded appropriate, apply for any other defects in the Supplier's performance.
- 9.4** Pipelife shall inspect the delivery upon delivery, and as soon as possible under the existing circumstances.
- 9.5** Pipelife shall take issue with any defect arising within a reasonable time after the defect is discovered.
- 9.6** Any defects not discovered within 6 months after delivery, may not be claimed for.
- 9.7** If the Supplier is not - within reasonable time -fulfilling its duty to correct or to substitute a delivery, Pipelife may perform the correction of the defect at the Supplier's cost and risk. If the delivery has any defect that is not corrected fully or within reasonable time, Pipelife has the right to claim a discount.
- 9.8** If the Supplier is not - within reasonable time -fulfilling its duty to correct or to substitute a delivery, Pipelife may demand such performance in writing, with a final deadline of minimum one week. If correction or substitution is not

performed within the deadline, Pipelife may in writing terminate the agreement, in whole or in part.

- 9.9** Under any circumstances, Pipelife may terminate the agreement with immediate effect if the defect constitutes a material breach of contract, or if a material breach of contract might be expected.
- 9.10** Pipelife may demand compensation for any direct loss that occurs in relation to a defect of the delivery. This provision applies with the exceptions as stated in clause 8.6.
The aforementioned restrictions on compensations i.a. concerning indirect losses shall not apply if Pipelife's loss is due gross negligence or intent on the part of the Supplier
- 9.11** In case of any defect in title, the Norwegian Law of Purchasing (Lov om kjøp, version 1988 § 41) will apply.
- 10. Price conditions**
- 10.1** Prices are fixed and include all other expenses, such as packaging, administration-and invoicing costs for Custom, taxes, other dues etc. All prices will be stated excl. VAT.
- 11. Terms of payment**
- 11.1** All invoicing shall be done based on documentation of performed deliveries.
- 11.2** Advance payments will not be made.
- 11.3** Payment is due 60 days after Pipelife receives the correct invoice. Payment of the invoice does not imply acceptance of the invoice documentation.
- 11.4** The invoice shall state the name of the purchaser, ordering number if stated, what the amounts in the invoice relates to, as well as all other references that Pipelife might require.
- 11.5** The invoice shall be sent to:
pipelife.norway@invoicedrop.com
- 11.6** If the Supplier delegates collection to any third party, the Supplier remains responsible towards Pipelife in case of any complaints or recourse claims. Pipelife is entitled to set off the claim (counter account) even if the Supplier's claim is transferred to a third party.
- 11.7** In case of delayed payment, the Law of delayed payment will apply. (Norwegian Law "Lov om forsinket betaling av 1976 nr 100")
- 12. Indemnity**
- 12.1** The Supplier will indemnify and hold harmless Pipelife of any claim related to damage to the Supplier's property and claim from own or third party's personnel.
- 12.2** The parties will mutually inform each other about any claim from a third party, concerning the other party.
- 13. Confidentiality**
- 13.1** Any information between the two parties in relation to the delivery will be treated in a confidential manner – also after termination of the contract.
- 13.2** The information will only be available for the personnel for whom the information is relevant. In other respects, the

conformation shall be retained from the knowledge of any third party.

- 13.3** Without prior written consent, the Supplier may not make use of Pipelife as a reference for marketing purpose and in contact with the media.
- 13.4** Pipelife may freely make use of this contract for marketing purposes.
- 13.5** The parties are mutually responsible for any loss that the other party might suffer as a result of breach of this obligation.

14. Termination

- 14.1** Unless otherwise agreed, this contract may be terminated by Pipelife subject to one – 1 – months' written notice. Current orders are to be effectuated during the termination period.

15. Termination of the contract with immediate effect.

- 15.1** Pipelife is entitled (in written form) to terminate the contract with immediate effect if a breach or anticipated breach of contract is of material importance to Purchaser.

- 15.2** A material breach of contract is defined as, but not limited to:

- Bankruptcy, insolvency or breach of any other fundamental economical premises.
- Repeated breach of instructions or other breaches of public laws and rules.
- Fraud, negligence or other circumstances that is in conflict with the relationship of trust between the Supplier and Pipelife.

Pipelife's right to terminate the agreement with immediate effect due to delays and are regulated in clause 8.4, 8.5, 9.8 and 9.9.

- 15.3** If the Supplier acknowledges, or is finally convicted for, a breach of the laws of competition or the use of black labour, Pipelife reserves the right to terminate this agreement [and any other agreement between the parties] immediately and without any compensation.
- 15.4** The Supplier may in written form revoke the contract in case of any fundamental breach of contract on the hand of Pipelife.

16. Choice of law and disputes

- 16.1** The agreement is governed by Norwegian law.
- 16.2** Disputes between the parties shall primarily be solved through negotiations. If consensus is not reached, the dispute might be referred to the ordinary court of law.
- 16.3** The legal venue shall be Pipelife Norge AS's court of domicile.