

## 1. Scope

- 1.1 These General Terms and Conditions (also referred to as "Terms" or "Terms and Conditions") shall govern and form an integral part of all purchase orders submitted by Pipelife Norge AS ("Pipelife") for the purchase of goods and/or services. The term "Supplier" shall mean the entity as specified in the agreement or the purchase order, and the Supplier has, by entering into the aforesaid agreement or by accepting Pipelife's order also accepted these Terms and Conditions.

These Terms and Conditions shall constitute all the terms and conditions of any agreement between Pipelife and Supplier relating to the purchase by Pipelife and sale by Supplier of goods or services unless specifically agreed otherwise in writing by Pipelife. Any terms and conditions set forth in another document or documents issued by Supplier, either before or after submitting an order by Pipelife with other conditions are hereby explicitly rejected and disregarded by Pipelife, and any such terms and conditions shall be wholly inapplicable to any purchase made by Pipelife and shall not be binding in any way on Pipelife. No agreement constitutes an acceptance by Pipelife of any other terms and conditions and Pipelife does not intend to enter into an agreement other than under these Terms and Conditions. Any changes in these terms and/or the agreement must be specifically agreed to by Pipelife in writing.

### 1.2 Additional terms and conditions

If additional or specific terms and conditions have been agreed upon in writing by the parties, these General Terms and Conditions will however still be in force as far as applicable.

## 2. Offers

- 2.1 All offers shall be made at the Suppliers cost and as specified by Pipeline's request.

## 3. Order and Termination

- 3.1 Any purchase orders submitted by Pipelife is expressly made conditional upon their specification of price, amount, and purchaser. A purchase order without such specifications shall not be binding for Pipelife.
- 3.2 The purchase order shall be confirmed by the Supplier's signature and returned as soon as possible at the Suppliers best effort after the purchase order has been received. Pipelife may cancel all or any parts of the order free of any liability until such confirmation has been received by Pipelife.
- 3.3 Pipelife may also cancel the purchase order after such order confirmation has been received upon covering the Supplier's actual and documented loss incurred by the cancellation of the order. The supplier has a duty to use his best efforts to mitigate any loss resulting from any cancellation by Pipelife. Pipelife shall have the right to audit all elements of the claim and Supplier shall make available to Pipelife upon request all books, records, and papers relating thereto.

## 4. Warranties

- 4.1 Without prejudice to any warranty extended, express or implied by law, the Supplier expressly warrants and represents to Pipelife that all products and services that shall supplied to Pipelife will be of good quality, construction, and workmanship, and that all deliveries conform strictly to the specifications, industry standards and all other requirements of the purchase order and agreement and are suitable for the intended purpose as set forth by Pipelife. All deliveries shall be provided with

proper documentation and/or certification by qualified and authorized personnel where required.

- 4.2 The Supplier warrants and represents that it has implemented a quality management system, e.g. ISO9001 or equivalent.

- 4.3 Environmental care and carbon footprint. The supplier warrants and represents that it has implemented an environmental care strategy that is, at a minimum, of the same quality and standard as Pipelife's strategy for environmental care. The Supplier must be able to demonstrate such environmental care strategy, an environmental care program, and an environmental care system. The Supplier shall, upon request by Pipelife, present its production process, including, but not limited to, use of raw materials and additive materials, use of energy and water, amount and type of waste and waste management.

The Supplier warrants and represents that it, at all times, is able to inform Pipelife about use of raw materials and additive materials used in goods and services provided under this agreement (including data sheets), packaging/type of packaging, carbon footprint, recycling of packaging and/or for the goods or the service, as well as any potential risks regarding health and safety and/or the workplace that may incur by the production of the goods or the services.

- 4.4 Pipelife shall have the right to inspect all documentation regarding the purchase and delivery and shall receive a copy of all certificates or certification documents.

## 5. EHS. Legal requirements

- 5.1 The Supplier warrants and represents that it always shall act in accordance with applicable laws and regulations, including but not limited to EHS laws and any and all of Pipelife's policies or guidelines in relation to the purchase. The Supplier shall always ensure that its personnel are properly trained and at all times aware of the latest versions of Pipelife policies and rules and regulations, including but not limited to EU directive No.2002/957EU (RoHS).
- 5.2 REACH. The Supplier shall, always, provide all goods in accordance with national requirements as set forth in European Chemicals Agency's REACH Regulation.
- 5.3 Upon delivery of chemical substances and products, the Supplier shall provide Pipelife with safety documents as required by law and regulation. The Supplier shall not use any product or chemicals containing substances or groups of substances listed on the environmental authority priority list of contaminants that threaten the environment, and is under a duty to substitute such substances, ref. [www.environment.no](http://www.environment.no)
- 5.4 The Suppliers shall fulfill all requirements set forth in the Norwegian Transparency Act.
- 5.5 The Suppliers shall respect and fulfill all duties set forth in national law and international treaties as regards human rights, worker's rights, and environmental requirements. All deliveries to Pipelife must be produced in accordance with regulations in UN-conventions, ILO-conventions, and national working environment laws that applies on the production site. These requirements are minimum requirements. Where both conventions and national laws regulate the same situation, the highest standard shall always prevail. The Supplier furthermore warrants and represents that it shall ensure that sub-contractors implement and comply with the same standards.

## 6. Design and documentation

- 6.1 All specifications, designs, drawings, information, instructions, certificates, descriptions, and other documents shall remain or become Pipelife's property, as

it forms an integral part of the delivery. All user guides and instructions shall be in Norwegian.

- 6.2 If such documentation is insufficient or nonexistent, this shall be considered a lack of conformity, and the regulations in clause 9 shall apply.
- 6.3 The parties agrees that all documentation, drawings, descriptions, or other documents provided by Pipelife shall remain Pipelife property and no rights or licenses are granted in any such information. Pipelife shall have an unlimited right of use to the designs, drawings, or other documents the Supplier have used to perform the delivery of Goods or Services, whether these are Suppliers own property or third-party property.

## 7. Purchase order changes

- 7.1 Pipelife reserves the right to modify the purchase order and the time of delivery at its own discretion. The Supplier has a right and an obligation to suggest modifications that may be advantageous to Pipelife.
- 7.2 All modifications are included in the contract price unless otherwise agreed in writing before the performance of any alteration work.
- 7.3 The Supplier may claim payment for alterations based on the standard instalments in the purchase/ the unit price in the purchase and the level of prices in the purchase. Alterations that lead to cost savings shall be deducted from the price. The agreed price ceiling for alterations may not be exceeded without a prior written approval by Pipelife.
- 7.4 Notwithstanding any discussion or dispute of any kind, including discussions or disputes regarding payment or alterations, the Supplier is under a strict duty to perform the services, work or alteration work that has been ordered.

## 8. Delivery, time of delivery and delay

- 8.1 The Supplier shall pack, mark, and ship the goods in such manner as to prevent damage during transport and which facilitates unloading, handling and storage. The delivery shall be:
  - a) Delivered freely at named place (DDP according to INCOTERMS 2022) and freely unloaded at named place', or
  - b) FCA according to INCOTERMS 2022, but freely loaded on carrier.

The chosen alternative shall be specified in the request.

Other terms regarding delivery may be agreed on a case-by-case basis if more suitable for Pipelife due to the type of goods or services or place of delivery.

If the Supplier has reason to believe that he will not be able to deliver on time, the Supplier shall, as soon as possible inform Pipelife of the risk of late delivery, including the cause of delay and when delivery may be performed.

Unless Pipelife receives such notice within reasonable time after the Supplier knew or should have known about the risk of delay, Pipelife may claim damages for loss that could have been avoided if such notice had been provided in due time.

If Supplier fails to deliver or delivery of goods/services is delayed, and the delay or failure to deliver is not caused by Pipelife or circumstances that Pipelife control (delay), Pipelife has a right to withhold payment, claim performance of the whole or parts of the delivery, and has the right to terminate the contract. Furthermore shall Pipelife have the right to claim a daily fine or damages incurred by the delay. The right to claim a daily fine or damages shall not be excluded by any other claim by Pipelife against the Supplier, whether enforceable or not.

In case of delay, the Supplier shall pay a daily fine of 1 % of the total sum of the contract but no less than NOK 6000

for each calendar day, starting at the agreed time of delivery and running until delivery takes place, if not agreed otherwise by the parties. Accumulated daily fine shall not exceed 10 % of the total sum of the contract. By total sum of contract means the sum relating to all orders made under the same delivery and/or main order of one or several deliveries, including additional orders.

- 8.2 If Pipelife is entitled to the maximum daily fine by the Supplier, Pipelife may instantly terminate the contract, either partially or in full.
- 8.3 If the delivery is unsuitable for its intended purpose because of the delay, Pipelife may terminate the contract.
- 8.4 Pipelife has, in addition to its right to claim a daily fine, a right to claim damages for direct losses resulting from the Suppliers delay. This does not however apply if the Supplier is able to prove that the delay was caused by circumstances or events outside of his control, that he could not in any reasonable way have conceived at the time of the circumstance, event, or incident and that he could not have mitigated in any reasonable way in order to perform a timely delivery.
- 8.5 The Supplier shall be responsible for any delay caused by a subcontractor or other third party contracted by the Supplier to deliver under the contract, unless such subcontractor or third-party also would be exempt from liability in accordance with clause 8.4.
- 8.6 If the loss is caused by gross negligence or intent by the Supplier, the Supplier's sub-contractor or a third party contracted by the supplier, Pipelife may claim damages in full notwithstanding the aforesaid limitations of liability. This includes claim for indirect loss.

## 9. Guarantees. Lack of conformity

- 9.1 The Supplier guarantees that the delivery meets all specifications as to kind of product, amount, quality and any other particulars or characteristics set forth in the agreement. The delivery shall be suitable for its purpose and be free from any encumbrances, liens or any right or claim of a third party.
- 9.2 The Supplier guarantees that he has secured the right of use to all of his input factors and the resources that contribute to the production of goods and services, including solutions owned and/or patented by third parties, and that no third party right is breached, either directly or indirectly by the production of goods or services and the delivery. The Supplier shall indemnify and hold Pipelife harmless from any breach of such third-party right, including the cost of defense against third-party claims and the cost of acquiring alternative solutions to rectify a breach.
- 9.3 If the goods or services do not conform with the contract, and such lack of conformity has not been caused by Pipelife or circumstances that Pipelife control, Pipelife may withhold payment and require the seller to remedy the lack of conformity by repair, delivery of substitute goods, price reduction and termination of the contract. Furthermore shall Pipelife have the right to claim damages for such causes as set forth in clause 9.1 and 9.2 above. Pipelife's right to damages shall not be excluded by Pipelife's filing of any other claim against the Supplier, or by such claims not being enforceable.
- 9.4 As regards any other lack of conformity by the delivery of the Supplier, the clauses regarding defects and non-conformity shall apply as far as applicable.
- 9.5 Pipelife shall at delivery examine the goods to identify if the goods are in good order or in lack of conformity.
- 9.6 Pipelife loses the right to rely on a lack of conformity if Pipelife do not give Supplier notice thereof within reasonable time after it has discovered it.
- 9.7 If the Supplier fails to repair or deliver substitute goods within reasonable time, Pipelife may at its discretion choose to have the goods repaired at the Suppliers expense and risk. If the delivery has a lack of conformity

that cannot be repaired within reasonable time, Pipelife is entitled to a price reduction.

- 9.8** If the Supplier do not fulfill its duty to repair or deliver substitute goods, Pipelife may, with immediate effect, terminate the agreement, either partially or in full, and claim damages.
- 9.9** Pipelife may, under any circumstance, terminate the contract if the lack of conformity amounts to a fundamental breach of contract, or an anticipated fundamental breach of contract.
- 9.10** Pipelife may claim damages for any direct loss suffered by the lack of conformity by the delivery, unless the Supplier is able to prove that the lack of conformity was caused by circumstances or events outside of his control, that he could not in any reasonable way have conceived at the time of the circumstance, event, or incident, and that he could not have mitigated in any reasonable way. If a lack of conformity does not become apparent until after the end-user has received and started to use the delivered service/goods, the damages may also include the cost of replacement of the delivery that has a lack of conformity.
- 9.11** If the loss is caused by gross negligence or intent by the Supplier or any of Suppliers subcontractors or third parties that the Supplier has contracted, Pipelife may claim damages for any and all loss, whether direct or indirect, notwithstanding any limitations as set forth in clause 9.10.
- 9.12** As regards lack of conformity due to third-party rights, liens or encumbrances, the Norwegian Act regarding sales of goods of 1988 § 41 shall apply.
- 9.13** If the customer or end-user rise a claim against Pipelife regarding non-conformity of the product, service or goods that is caused or related to a lack of conformity in the delivery by the Supplier to Pipelife, Pipelife shall have a right of recourse against the Supplier, and the Supplier shall indemnify Pipelife in full. This shall also apply in cases where a claim directly from the sufferer to the Supplier would have been time barred.
- 10. Prices**
- 10.1** Prices are fixed and shall include all expenses, such as packaging, costs of administration and invoicing, customs, tax, and all other expenses etc. Supplier shall not increase prices for any reason whatsoever, whether by a general rise of costs or any other reason. Prices shall be listed ex VAT.
- 11. Payment terms**
- 11.1** All invoicing shall be based on properly documented and performed deliveries.
- 11.2** Supplier has no right to advance payment.
- 11.3** If agreed between the parties that the Suppliers shall provide a bank guarantee or similar guarantee document as a condition or other term for the delivery, Pipelife is under no duty to perform any payments until the guarantee is duly received and accepted by Pipelife.
- 11.4** Payment shall be made upon a properly submitted invoice within 60 days following the date the invoice was received by Pipelife, unless agreed otherwise. Payment of an invoice does not imply any acceptance of the invoice documentation or supporting data for the invoice.
- 11.5** The Suppliers shall not claim any charges, such as invoice charge, late charge, handling charge or similar charge.
- 11.6** The invoice shall clearly state the name of the person that has made the order or an order number (PO). An invoice without a PO-number or name of the ordered will not be accepted but considered invalid.
- 11.7** Invoices shall be specified in such manner that Pipelife may examine whether the sums on the invoice are correct.
- 11.8** The invoice standard EHF shall be used at invoicing, unless specifically agreed between the parties that invoices may be sent to [pipelife\\_NO@bscs.basware.com](mailto:pipelife_NO@bscs.basware.com).

Invoice by mail will not be accepted. Such invoices will not be paid by Pipelife.

- 11.9** A Supplier that transport collection of payment to a third person is still liable to Pipelife in case of claims, complaints, or recourse claims. A transport of collection of payment or of a claim shall not diminish Pipelife's right to set-off.
- 11.10** Pipelife may deduct/set-off against received invoices based on advance payment, incurred liquidated damages by the Supplier, claims relating to lack of conformity according to clause 9.3, disputed or insufficiently documented amounts, or amounts owed Pipelife by the Supplier.
- 11.11** If payment is overdue the Norwegian Act relating to interest on overdue payments etc. of 17 December 1976 no 100 shall apply.

## 12. Indemnification

- 12.1** The Supplier shall indemnify Pipelife from any and all claims resulting from damage on Suppliers property and claims from its own or third party personnel.
- 12.2** The parties shall inform each other if any third party rise a claim that may affect the other party.

## 13. Confidentiality

- 13.1** All information that a part has received from the other party in relation to the delivery shall be kept confidential during the delivery period, and shall continue to be kept confidential also when the agreement expire, lapse or is terminated or rescinded.
- 13.2** The information shall only be available to personnel that has a qualified need to access it, and solely on a need-to-know basis. Information shall otherwise be kept strictly confidential.
- 13.3** The Supplier cannot use Pipelife as a reference customer for marketing purposes and refer to Pipelife in press without prior written consent from Pipelife.
- 13.4** Pipelife may use this agreement for marketing purposes at its own discretion.
- 13.5** The parties are responsible for any loss that the other party may suffer by a breach of this commitment.

## 14. Term

- 14.1** Pipelife may end this agreement upon a one (1) month notice to Supplier, unless otherwise agreed. On-going orders shall be executed during the termination period.

## 15. Termination of contract

- 15.1** Pipelife has the right to terminate this contract with immediate effect upon material breach or anticipated material breach, by written notice to the Supplier.
- 15.2** Material breach includes e.g.:
- Bankruptcy, insolvency, suspension of delivery, or breach of other substantial economical prerequisites,
  - Repeatedly breach of instructions, or breach of laws or rules; or
  - Fraud, deceit, dereliction, neglect, or other reasons that make it difficult for Pipelife to have a trustful relationship with the Supplier.

Pipelife's right to terminate the contract based on delays and lack of conformity is further regulated in the agreement clauses 8 and 9.

- 15.3** Pipelife may terminate this agreement and any other agreements between the parties immediately and without any compensation if the Supplier admits to, or by final judgment is considered to, breach the laws of competition, or lacks conformity with clauses 5.4 and 5.5.

**15.4** The Supplier may terminate the agreement by a fundamental breach by Pipelife. The Supplier must provide Pipelife notice of termination in writing.

**16. Choice of law**

**16.1** This agreement shall be governed by the laws of Norway.

**16.2** All disputes arising out of or in connection with this Agreement shall first be attempted to be settled through negotiations. If the parties fail to settle the case, the dispute shall be submitted to the courts of Norway.

**16.3** The parties agree that Pipelife's court of domicile shall be the legal venue.