

## General terms and conditions for the purchase of services from Akvaplan-niva

### 1. General conditions

#### 1.1. Terms of contract

These terms apply for all services supplied and/or delivered by Akvaplan-niva AS (the "Supplier"). By entering into a contract with the Supplier, the Customer accepts and acknowledges to be bound by the terms set forth herein. Any terms conflicting or contradicting these terms shall be without force between the parties unless the Supplier accepts and approves such terms in writing. Any terms supplied by the Customer as an attachment enclosed to any accompanying documents/letters, confirmation/acknowledgement of order(s) or invoices are not binding on the Supplier.

#### 1.2. The parties' representatives

Each party shall appoint a representative authorized to act on behalf of the party in all matters concerning the agreement between the parties. The representatives shall be named in the agreement. Unless otherwise agreed, any and all communication regarding the agreement shall be given to the other party's appointed representative. Any variations or amendments to the agreement between the parties shall be in writing and approved by representatives of all parties (unless agreed otherwise). Particular notice shall be given for any variation or amendment that entails a price adjustment. The parties acknowledge that the use of e-mail shall be acceptable where the agreement requires the parties to communicate in writing.

### 2. The Supplier's general duties, and obligations regarding the quality of performance

The Supplier shall perform the services/project under the agreement with the level of professionalism that can be expected of reputable suppliers in the same or similar industries as the Supplier. The service provided shall be in accordance with the terms of the agreement and otherwise be of good quality and suitable for the purpose intended. The service shall be performed in accordance with applicable laws and regulations. The Supplier shall obtain all necessary permits required to perform the agreed service and shall upon the Customer's request provide documentation that the permits have been obtained.

Without undue delay after the conclusion of the agreement, the Supplier shall make the Customer aware of the information, case papers and resolutions required to perform the agreed service, and a time estimate for when these materials must be available. The Supplier shall notify the Customer whenever a need to alter/vary the assignment, undertake further investigations or supplementary inquiries arises. The Supplier shall make the Customer aware of any situation or circumstance which may give rise to questions about the Supplier's impartiality; or by which the performance of the agreement may create a conflict of interests. The Supplier shall furthermore make the Customer aware of any possible alternative methods for performing the agreed service which is more cost-effective, reliable or precise. The Supplier shall also inform the Customer about any standard relevant to or accredited methods available for the performance of the agreed service.

### 3. Quality assurance

The Supplier shall have a satisfactory quality assurance system adapted to the agreed service/project. On the Customer's request, the Supplier shall provide documentation regarding the system.

### 4. Health, environment and safety

The Supplier shall comply with all statutory health, environment and safety ("HES") regulations as well as any HES regulations specific to the Customer. The Supplier has an obligation to inform all personnel covered by the agreement with the Customer about the HES rules and regulations in force from time to time, and to ensure that these are complied with.

## 5. Equipment requirements

The Supplier has an obligation to ensure that its personnel at all times is equipped with and uses personal protective equipment. This obligation shall not apply for agreed assignments/projects that must be performed on the premises of the Customer and for which special safety equipment of protective measures are required, in which case the Customer must provide and pay for such equipment and ensure that it is readily available for the Supplier at the beginning of work on the premises. Should any such equipment not be available for use by the Supplier, the Supplier has a right to cancel the agreement and to claim compensation from the Customer all necessary expenses incurred. Similarly, the Customer has a duty to pay for and provide to the personnel of the Supplier any specialised equipment or material required to prevent unintended emissions to air, soil or water.

If the agreement requires the Customer to provide specified equipment to be available at a specified location, the Customer will be liable if such equipment is not available. Assignments/projects may in such cases be postponed by the Supplier, and the Customer will be liable for incurred costs.

## 6. Access to Customer's premises

The Supplier shall be given access to any part of the Supplier's premises required to complete the agreed assignment/delivery under the contract.

Should the agreed assignment/delivery require the transportation of personnel to and from the premises, the Customer shall arrange and for pay such transportation. Any transportation of personnel shall be in accordance with applicable laws and regulations.

## 7. Equipment rental

Unless otherwise agreed, the Customer will be charged in accordance with the Supplier's current rates for use or rental of instruments, field and laboratory equipment, IT equipment, and the use of specialist software.

In the rental period, the Customer is responsible for the equipment and is obligated to replace it if it is damaged or lost, and this is not due to the Supplier. The compensation is limited to the cost for repair, or if the equipment is lost, the cost of replacement.

## 8. Price adjustment

Unless otherwise agreed, hourly rates and equipment rental rates are adjusted the 1<sup>st</sup> of January each year with a basis in the Norwegian consumer price index (index for services where labour dominates). The adjustment is based on the index for the past 12 months (October) for the expiring year.

## 9. Changes to the agreed service

Within the scope of what the parties could reasonably anticipate at the time of the conclusion the contract, the Customer may require qualitative or quantitative changes to the agreed service. Any determination of consequences of such changes to the progress plan/agreed schedule set for the service will be made in consultation with the Supplier.

The compensation for any changes shall be in accordance with the hourly rates originally set forth in the agreement (if any) and to the extent that these are applicable. If the conditions for the given hourly rates are changed, each party may require a price adjustment to compensate for any price increases or decreases caused by the change order. If no hourly rates are set between the parties in the agreement, the work relating to the change order shall be compensated based on current (market) rates for the personnel hours, and otherwise on a cost-plus basis. The Supplier undertakes to keep the Customer continually informed about costs incurred. The Customer may, at its sole discretion, require the Supplier to issue a price quotation for any work relating to change order before such work may commence.

Any changes or amendments shall be confirmed by the Customer in a written change order before taking effect. Upon reception of a change order, the Supplier shall, without undue delay implement it, even if the effect of the change order on price, progress plan and other terms in the agreement are yet to be determined.

## 10. Waiting time

Waiting time caused by matters beyond the Supplier's control, (for example weather conditions, other external circumstances and matters the Supplier is responsible for), will be invoiced according to the applicable hourly rates.

## 11. Cancellation

The Customer may cancel the agreement wholly or partially with immediate effect by giving the Supplier notice in writing. In the event of a cancellation, the Customer is liable to pay to the Supplier: any amount due for work completed up until the time the cancellation became effective; and documented and necessary expenses incurred by the Supplier due to the cancellation, including (but not necessarily limited to) loss of profit for the remaining part of the assignment/project under the agreement.

## 12. Force majeure

No party shall be liable or responsible to the other party for any failure or delay in fulfilling or performing any term of this Agreement to the extent it may be established that such failure or delay is caused by or results from acts beyond the affected party's reasonable control and which the affected party could not reasonably be expected to have considered at the time of contract or have avoided the consequence(s) of.

If any delay or defect is due to any third party engaged by the Supplier to partially or wholly perform the Supplier's obligations towards the Customer under the agreement, the Supplier's liability is only limited to the extent any such third party would avoid liability under the first paragraph of this Cl. 10. The same limitation of liability shall apply if the delay or non-performance is due to a contractor/vendor used by the Supplier or to events occurring at a prior sales stage (*Nw. tidligere salgsledd*).

## 13. Invoicing

If not agreed otherwise, the Customer will be billed by monthly invoice. Late charges and interest on overdue payment in accordance with the Norwegian Default Interest Act 1976 (*Nw. forsinkelsesrenteloven*) may, at the Supplier's sole discretion, accrue on any invoices not paid in full by the due date. Payment shall take place no later than 15 days from invoice date.

## 14. Complaints

The Supplier shall not be liable for any claims for non-performance not put forth by the Customer without undue delay after the time when the Customer became aware of, or should have become aware of, the defect or non-performance. The Supplier shall, under any circumstance, be any liable for any claims put forth later than one (1) year after the completion of the assignment/project under the agreement.

The remedies available to the Customer shall only be price reductions, compensatory damages and rescission of contract. The Supplier shall have a right to attempt to remedy any defects or non-performance by correction/rectification before the Customer has any right to seek other remedies.

## 15. Right of rescission

Each party may rescind this agreement with immediate effect in the event of any material breach by the other party. If the agreed assignment cannot be completed in a safe manner for reasons outside of the Supplier's control, the agreement may be terminated with immediate effect.

## 16. Limitation of liability

For each event, the Supplier shall have no liability for any claims in excess of NOK 10,000,000.00.

## 17. Confidentiality

The Suppliers and its personnel undertake to keep all information about the Customer and the agreed assignment confidential during the agreement and after the termination/completion of the agreement.

The Supplier shall not make this agreement public or use the Customer as a reference without the prior written approval of the Customer. The Customer may only withhold such approval on a justifiable basis. Any breach of this clause shall be considered material.

If the Supplier is obligated by law to release confidential information, or when it is allowed by contractual obligations, the Customer shall be given notice, unless it is forbidden by law.

### 18. Rights to test materials/samples after the completion of the agreement

Unless otherwise agreed, test materials and/or samples will not be stored beyond the period necessary to complete the agreed assignment. Any supplies, samples, material and/or equipment shall be the property of the Supplier after the completion of the agreed assignment, unless otherwise agreed at the commencement of the project.

### 19. Special rights to project-related documentation/material

If any reports, conclusion and/or data are to be held confidential or withheld from publication for a period of time, the parties will have to agree to such terms prior to the commencement of the project/agreement. The Supplier will only enter into such agreements if the Customer can provide a justifiable basis for the need to withhold information from publication.

Public announcements (in, for example, press conferences, press releases, etc.) of any results shall be subject to agreement by both parties. To the extent that the Customer makes public any conclusions and/or findings made by the Supplier, it shall be clearly stated that the report has been made by *Akvaplan-niva*. The Supplier shall be entitled to use all data, assessments and conclusions arising out of the project in accordance with its object/purpose, unless this may cause confidential information of a personal or technical nature to be disclosed to any person not privileged to such information. Data means, but is not limited to, data in the report and working documents, photos and video.

### 20. Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Norwegian law. The ordinary courts of law of Norway shall have exclusive jurisdiction to settle any dispute or claim between the parties. The parties irrevocably accept the Supplier's legal domicile as the agreed forum.