

STANDARD TERMS FOR EQUIPMENT SALE

The Norwegian version of this Agreement shall be binding

1. AGREEMENT TERMS

These standard Terms of Sale apply between Doka and the Purchaser. By signing, Purchaser confirms that it has read and understood the standard Terms of Sale which are part of the Agreement. If other specific terms are agreed and conflicts arise between this Agreement and these standard Terms of Sale, the terms in the Agreement shall have priority.

2. SPECIFICATION OF AGREEMENT SCOPE - DELIMITATION FROM OTHER SERVICES

2.1 Proposal from Doka

Proposals from Doka do not obligate Doka unless accepted by Purchaser. Proposals from Doka are not binding beyond the time specified. If a validity period is not specified, the proposal is not valid beyond [30 days].

2.2 Title - sales pledge

The Object of Sale is owned by Doka, and Doka has exclusive title to the Object of Sale until Doka has received a settlement for the full price (sales pledge). The sales pledge comprises Doka's claim to the purchase amount, plus leases and costs, or loans by third parties to Purchaser for full or partial payment of the above claims, and which the lender pays directly to Doka. Purchaser is not entitled to sell the Object of Sale to another party until Doka has received settlement for the full price. Until full payment has been received, Purchaser may not attach the Object of Sale to real estate or another primary object in such a way that separation would occasion unreasonable costs or loss in value. Until full payment has been received, Purchaser may not modify or treat the Object of Sale in such a way as to cause a substantial change in the Object of Sale's character or value. With this, an agreement on a sales pledge is considered to have been made at the latest when the Object of Sale has been made over to Purchaser. See the Mortgages and Pledges Act (Panteloven) § 3-14 ff.

2.3 Services other than those stated in the proposal

2.3.1) Services other than those stated in the proposal are not covered by this Agreement.

2.3.2) Any supplementary deliveries, such as those associated with courses, training or inspection, are not covered by this Agreement but can be agreed separately by the Parties, including additional fees.

2.4 Drawings and other documentation

If Doka has agreed to supply drawings and other documentation, all documentation supplied to Purchaser (regardless of the media used) remains Doka's property. It may not be copied, shared with third parties or used for purposes other than the installation, use or maintenance of the equipment without written permission from Doka.

2.5 Doka is not a subcontractor and has no employer or similar obligations.

2.5.1) Doka is not a subcontractor, but only a supplier of equipment.

2.5.2) Doka's obligations with regard to the working environment are limited to the provisions of § 5-5, with additional provisions in the machine instructions and product instructions.

2.5.3) Purchaser has full employer responsibility, including in connection with inspection of the equipment and training of persons assembling or operating the equipment. In this connection, see in particular Working Environment Law § 4-4 with further provisions in «Ordinance concerning the performance of work» (FOR-2011-12-06-1357 or later versions), especially part three, which Doka assumes that Purchaser will comply with in its work and in current projects.

2.5.4) Doka assumes no employer obligations in any way, and responsibilities in this connection are not included in Doka's delivery in any way. The same applies when delivery includes documentation for equipment and when

Doka performs introductory training for the Purchaser and its personnel because of the obligations Purchaser has regarding treatment of the Object of Sale; see also Doka's instructions and guidelines in this connection.

2.5.5) In addition to this Purchase Agreement, Doka can give the Purchaser relevant training and courses to cover Purchaser's obligations as an employer. If Purchaser engages Doka for such services, Doka will draw up dedicated service agreements for them, with relevant and specific terms and conditions.

3. TRANSFER OF RISK

The Object of Sale will be delivered by Doka to Purchaser at the time agreed in the proposal or order. Doka is entitled to demand payment from the agreed time of delivery, which also includes transfer of risk to Purchaser. In the event that such a time has not been agreed, the transfer of risk is simultaneous with performance of delivery. Purchaser cannot annul or otherwise withdraw from entering this Agreement, in part or in whole.

4. DOKA'S USE OF SUBCONTRACTORS

Doka is entitled to use cooperating firms/subcontractors without prior written agreement by Purchaser.

5. CHANGES AND ADDITIONS

5.1 Additional fees and additional time

Purchaser shall pay additional fees for any change and any addition that may occur, and Doka shall have such additional time for delivery as may follow due to current changes and additions.

5.2 Formal requirements for additions and changes

Without it being a prerequisite for Doka's demand of additional fees and time, changes and additions must be written down and signed by representatives of the Parties and appended to this

Agreement, which is to be archived by both Doka and Purchaser.

6. DELIVERY

6.1 Pickup purchase

Delivery, and with it transferal to the Purchaser of the risk for loss of and damage to the Object of Sale, is considered to take place when Doka has made the Object of Sale available for pickup by Purchaser. Purchaser shall in this case collect the Object of Sale without delay, and take the necessary measures in order to take possession of the Object of Sale.

6.2 Shipping and transport

6.2.1) Shipping and transport of the Object of Sale to Purchaser is always at Purchaser's expense and risk, even if the transport is performed and/or organized by Doka or if shipping and transport are not covered by an agreement.

6.2.2) Any containers or the like used for transportation shall also be considered part of the Object of Sale.

6.3 Purchaser's obligations if the Object of Sale cannot be delivered as agreed

If the Object of Sale cannot be delivered as agreed due to circumstances beyond Doka's control, or Purchaser does not meet its obligations at delivery, Purchaser shall be liable for all associated costs, in addition to the sale price.

7. INVOICING AND TERMS OF PAYMENT

7.1 Time of billing and payment term

The sale price will be invoiced at the agreed time of delivery, or upon delivery if the time is not agreed in advance. The invoice is payable within 30 days if not otherwise agreed.

Doka is entitled to reduce the payment term and demand advance payment if Doka believes that Purchaser's financial position and/or credit rating so merit. Doka is likewise entitled to this after sending a proposal as well as after entering an agreement; see also Points 2.2 and 10.5.1.

7.2 VAT

The sale price will be invoiced plus legally mandated value-added tax (VAT).

7.3 Delayed payment penalty and interest

In case of late payment, a penalty of 8% will be added to the invoiced amount. The legal delayed payment interest will also be applied from the time when payment becomes due until when it is received.

7.4 Invoice review and objection period

Purchaser must review invoices upon receipt. Any objections must be made in writing to Doka at faktura.norge@doka.com within 8 days after the invoice date.

7.5 No right to withhold payment

If Purchaser makes objections and/or complaints regarding defects of the Object of Sale or delay, Purchaser nevertheless shall not be entitled to withhold payment of invoices.

7.6 Price adjustments

7.6.1) Price per the price list valid at any time, or per prices per proposal from Doka.

7.6.2) Prices in the proposal may be changed in so far as rules or determinations for public fees change that affect fees or costs.

8 OBLIGATIONS OF THE PARTIES

8.1 Doka's obligations

Doka undertakes to deliver the Object of Sale in accordance with the Agreement.

8.2 Purchaser's obligations

8.2.1) Purchaser shall cooperate loyally towards implementation of the Agreement.

8.2.2) In order to retain its purchase rights, Purchaser shall treat the Object of Sale in accordance with instructions and guidelines from Doka, and otherwise provide for loyal and responsible supervision, inspection and ongoing maintenance.

8.2.3) Purchaser has no grounds to use the Object of Sale other than as agreed, in other locations or under other conditions than as agreed.

8.2.4) Purchaser shall immediately inform Doka of any damage to the Object of Sale, including conditions that mean that parts of the Object of Sale must be taken out of use. If this is due to defects in the Object of Sale, Doka will provide for rectification or replacement of the

affected part of the Object of Sale. This requires that Purchaser transport the affected part of the Object of Sale to Doka. Purchaser is responsible for dismantling and installation.

6.2.5) In the event of delayed approval of the Object of Sale, Purchaser shall compensate Doka for all subsequently accrued costs and expenses.

9 INSURANCE

9.1 Insuring the Object of Sale

Purchaser is responsible for insuring its own interests starting with the transfer of risk.

9.2 Liability insurance

Purchaser undertakes at the same time to take on complete product liability insurance. Purchaser further undertakes to maintain this insurance coverage during the entire period of use of the Object of Sale.

10 DEFAULT

10.1 What is considered default

10.1.1) A default exists if one of the Parties does not meet its obligations under the Agreement.

10.1.2) A default can be either defect or delay.

10.1.3) If one of the Parties is not able to meet its agreed obligations, it shall notify the other Party of this as quickly as possible.

10.2 Complaints - asserting default

Complaints must be made and justified in writing immediately after the respective condition is discovered.

10.3 Passivity - exceeding the deadline for complaint

If Purchaser does not assert the default at the latest 8 days after delivery, or from the time when the defect was or should have been discovered if it was earlier, the right to assert sanctions as a consequence of said default is forfeited.

10.4 Absolute complaint time limit

Doka's liability for any defects of the Object of Sale ends at the latest three months after delivery.

Doka's liability for defective advice ends a year after delivery.

10.5 Consequences of default - sanctions

10.5.1 Doka's right of retention and cancellation

10.5.1.1) If Purchaser is in default, including delay in payment in whole or in part, Doka can immediately cancel delivery and/or make use of its right of retention.

10.5.1.2) Doka shall inform Purchaser of such cancellation in writing. However, such notification is not required for cancellation to be valid.

10.5.2 Enforcement in case of default by Purchaser - recovery clause

If the sales price is not paid at term, or the Object of Sale is not returned, nor within 14 days after Doka has sent notification of this, Doka can undertake enforcement without legal proceedings; see the Enforcement Act, § 4-18 and § 13-2. This also means that Doka can take possession of the sales pledge and the Object of Sale and collect it on Purchaser's account without going through a bailiff.

10.5.3 Purchaser's right of retention and cancellation

10.5.3.1) If it is probable that delivery will be delayed, Doka is entitled to either annul the Agreement or ask for a reasonable postponement of delivery. If Doka is unable to deliver the Object of Sale during the course of the postponement, both Parties are entitled to annul the Agreement.

10.5.3.2) If Purchaser makes complaints regarding defects of the Object of Sale or delay, Purchaser nevertheless shall not be entitled to withhold payment of the sale price. However, if Doka confirms the default that Purchaser's complaint referred to, Purchaser can withhold payment, but not in an amount greater than that necessary to secure Purchaser's claim resulting from the default.

10.5.4 Rectification, redelivery and price reduction

10.5.4.1) If Doka's delivery is faulty, Purchaser can demand rectification.

10.5.4.2) If Doka does not provide rectification within a reasonable time, Purchaser can demand redelivery.

10.5.4.3) Purchaser can claim a price reduction in proportion to the extent by which the value of the delivered goods is reduced.

10.5.4.4) If Purchaser has a claim for rectification or redelivery, Purchaser shall not repair, modify or do similar work on the Object of Sale without prior written agreement from Doka.

10.5.5 Indemnification

8.5.5.1) A Party can claim indemnification for any direct loss per general contract law.

10.5.5.2) Direct loss is considered additional costs for cover purchases or sale, loss of sales income, loss due to additional work and other direct costs in connection with delay, defect or other default. No indemnification can be claimed for indirect losses.

10.5.6 Limitation of Doka's responsibility

10.5.6.1) Purchaser is not entitled to indemnification or other compensation if Doka is delayed.

10.5.6.2) Doka bears no responsibility for indirect losses by Purchaser, including for example lower production, reduced profit or accrued leasing costs.

10.5.6.3) Except where Doka has demonstrably shown gross negligence or intent, Doka's entire economic responsibility is limited to the sum of the amount Purchaser has paid to Doka.

10.5.6.4) Doka cannot be held liable for personal injury or property damage unless Doka has shown gross negligence.

10.5.6.5) Doka is under no circumstances responsible for damages or other costs following power outages, delays in delivery or similar circumstances affecting the Object of Sale.

10.5.6.6) Purchaser shall hold Doka harmless against third party claims based on damage or injury caused by the Object of Sale which Purchaser is responsible for.

11 ASSIGNMENT AND CHANGE OF THE PARTIES

11.1 Doka's right of assignment

11.1.1) Doka is entitled to assign rights and obligations arising from this Agreement freely without consulting Purchaser.

11.1.2) Assignment gives neither of the Parties the right to cancel, withdraw from or demand changes to the Agreement. Doka cannot be held liable for claims arising after the change of

ownership, nor for the new owner's fulfillment of the Agreement.

11.2 Purchaser's limited right of assignment

11.2.1) Purchaser is not entitled to assign rights and obligations arising from this Agreement without Doka's prior consent. Doka is free to refuse to give its consent.

11.2.2) Until the sales price has been paid in full, Purchaser further is not entitled to:

(I) Sell, mortgage or otherwise assign this Agreement to another party, or gain income from the Object of Sale, or enter into an agreement with another party which would in any way reduce Purchaser's or Doka's access to or right of disposal of the Object of Sale;

(II) Attach the Object of Sale to Purchaser's movable or immovable property in such a way that Doka's title/sales pledge may be negatively affected, or

(III) Allow the Object of Sale to become subject to confiscation by Purchaser's creditors, through temporary security, disbursement or in bankruptcy.

11.2.3) If more than 50% of Purchaser comes under ownership by others than the owners at the time of entering into the Agreement, this constitutes assignment. The same applies to a change in legal form by Purchaser. Transfer of ownership or positions that have a decisive influence in the company likewise constitutes assignment. Decisive influence has the same meaning as in stock corporation law.

11.2.4) Other changes in the corporation, such as mergers and de-mergers, acquisition, business transfer and emissions also constitute assignment.

11.2.5) The lack of a response to a request for consent does not constitute consent.

11.2.6) If assignment occurs despite Doka's non-consent or explicit refusal, or if there is other breach of the provisions in this point, such assignment shall be considered material default of the Agreement.

12 MATERIAL DEFAULT

12.1 Cancellation

Either Party can cancel the Agreement with immediate effect in the event of

material default by the other Party. Cancellation requires that the other Party has first had reasonable time to remedy the default.

12.2 Purchaser's right of cancellation

If Doka does not rectify a fault or redeliver within a reasonable time, Purchaser has to the right to cancel under the following conditions:

- a) The fault constitutes substantial breach of contract
- b) Doka knew and ignored this
- c) The fault substantially negatively affects Purchaser's motives for purchasing the Object of Sale.

If the Agreement is cancelled, Purchaser is entitled to restitution of a maximum of 25 % of the price Purchaser has paid.

12.3 Doka's right of cancellation

Doka is entitled under all circumstances to cancel the Agreement with immediate effect, with immediate return to Doka of the Object of Sale at Purchaser's cost and risk:

(I) If Purchaser acts in such a way that Doka's title/sales pledge may be negatively affected, or the value of the Object of Sale is reduced;

(II) Delay in payment of the sale price beyond that agreed with Doka.

(III) If Purchaser stops payment, undergoes changes in corporate form, merger, bankruptcy, settlement negotiations, reconstruction or the like, or is otherwise in danger of not being in a position to meet its obligations under the Agreement.

12.4 Purchaser's responsibility in case of cancellation

In case of cancellation following material default by Purchaser, Purchaser shall compensate Doka for any loss, at least but not limited to the price per the Agreement.

13 FORCE MAJEURE

13.1 Non-liability for default

Neither of the Parties shall be considered in default of any obligation in this Agreement (other than payment obligations) as a result of actions or events beyond the Party's reasonable control (force majeure).

13.2 Examples of force majeure

Force majeure includes, but is not limited to:

- Outbreaks, epidemics or pandemics of any kind or communicable or virulent disease / infection and any actions by government or public authorities in response to any of the foregoing
- Any acts of war or terrorism, hostilities (whether or not war is declared), invasion, acts by foreign enemies
- Strikes, lockout, disorder, lack of supplies or labor
- Collapse or malfunction, loss of data due to power outage or mechanical difficulties with information storage or retrieval systems
- Labor issues, civil unrest, riot, revolution, rebellion, quarantine in any form
- Natural catastrophe, flood, fire, embargo, boycott, rebellion, explosion
- Lack of gas, fuel or electricity, hacker attack, pirate copying
- Interruption of transport
- Government acts and impositions
- Change in the law
- Unavoidable accident
- Failure by a supplier, entrepreneur or subcontractor.

13.3 Right to delay performance

In the event of force majeure, the affected party is entitled to delay such performance as is prevented, to the degree and for the period during which said Party is hindered by the force majeure event.

13.4 Notice

In such an event, the affected Party shall do its utmost to notify the other Party, as soon as is practicable.

13.5 Termination of the Agreement

If the affected Party's inability to perform exceeds a period of 6 months, the other Party can terminate the Agreement with immediate effect. Such termination does not release the affected Party from its obligation to pay accrued fees or other payment obligations up to the termination. Purchaser is to pay the agreed sales price until the Object of Sale is returned.

14 CONFLICTS

14.1 Governing law

The Parties' rights and obligations under this Agreement are governed in their entirety by Norwegian law.

14.2 Negotiations and mediation

14.2.1) In the event that the Parties disagree on the interpretation or legal consequences of this Agreement, they

shall first try to come to a resolution through negotiation and/or mediation.

14.2.2) Alternatively, the Parties can agree to resolve the conflict through mediation under the rules set forth by the Oslo Chamber of Commerce (OCC). Such mediation shall be led by one mediator assigned by the OCC, and shall be held in Oslo.

14.3 Legal proceedings

14.3.1) If a conflict cannot be resolved by negotiation or mediation, either of the Parties can demand that it be resolved, with final effect, at Norwegian courts.

14.3.2) The venue is Doka's home court.