

## STANDARD TERMS AND CONDITIONS FOR SALE OF EQUIPMENT

### 1. AGREEMENT TERMS AND CONDITIONS

These Standard Terms and Conditions of Sale apply between Doka and the Buyer. The Buyer confirms that it has familiarised itself with the Standard Terms and Conditions of Sale, which have been adopted as part of the Agreement. Should other specific conditions have been agreed, and conflicts arise between the Agreement and these Standard Terms and Conditions of Sale, the terms and conditions in the Agreement will take precedence.

In case of conflict with the Norwegian version of Standard Terms and Conditions of Sale, the Norwegian version of the Standard Terms and Conditions of Sale will take precedence.

### 2. SPECIFICATION OF THE SCOPE OF THE AGREEMENT – BOUNDARY WITH OTHER SERVICES

#### 2.1 Offers made by Doka

Offers made by Doka do not impose any obligations on Doka without concurrent acceptance from the Buyer. Offers made by Doka are not binding for a longer period than specified. In the event that a validity period has not been specified, the offer is not valid beyond 30 days.

#### 2.2 Ownership – Vendor's lien

The Subject of the Sale belongs to Doka and Doka has exclusive ownership of the Subject of the Sale until Doka has received settlement for full remuneration (vendor's lien). The vendor's lien includes Doka's claim to the purchase sum, plus interest and costs, or a loan that a third party has granted the Buyer for full or partial payment of the above-mentioned claim and which the lender pays directly to Doka. The Buyer is not entitled to resell the Subject of the Sale until Doka has received settlement for full remuneration. Before full remuneration has been received, the Buyer may not join together the Subject of the Sale with a real property or other main object in such a way that separation would entail disproportionate costs or unreasonable loss in value. Before full remuneration has been received, the Buyer may also not process or improve the Subject of the Sale so that this

results in a not insignificant change in the character or value of the Subject of the Sale. This means that the agreement on the Vendor's Lien is considered to have been entered into no later than when the Subject of the Sale has been handed over to the Buyer. Reference is made to Section 3-14 et seq. of the Norwegian Mortgage Act.

#### 2.3 Services other than those specified in the offer

2.3.1) Services other than those specified in Doka's offer are not covered by the Agreement.

2.3.2) Any supplementary provision of services, for example relating to courses, training and inspection, is not covered by this Agreement but may be agreed separately between the Parties, for which additional remuneration may be charged.

#### 2.4 Drawings and other documentation

In the event that Doka has agreed to deliver drawings and other documentation, all documentation delivered to the Buyer (regardless of the medium used) remains Doka's property. Without written permission from Doka, no copying, sharing with third parties or use for purposes other than installation, operation or maintenance of the equipment is permitted.

#### 2.5 Doka is not a subcontractor and bears no employer's liability or similar

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

2.5.2) Doka in no way assumes any form of employer's liability, and obligations related to this are not covered by Doka's delivery in any way.

2.5.3) Doka's obligations under the Norwegian Working Environment Act are limited to the provisions in Section 5-5 and additional provisions in the Norwegian Machinery Regulation and the Norwegian Producer Responsibility Regulations.

2.5.4) The Buyer bears the full employer's liability, including relating to equipment inspection and training for

those who install and operate the equipment. In connection with this, particular reference is made to Section 4-4 of the Norwegian Working Environment Act and additional provisions in the "Norwegian Regulations concerning the Performance of Work" (FOR-2011-12-06-1357 or later versions), in particular the third section, which Doka assumes that the Buyer fulfils in its operations and in relevant projects.

2.5.5) Doka does not provide the training that the Lessee is obliged to arrange in accordance with its liability as an employer. This also applies where Doka provides introductions and/or training for the Buyer and its personnel, including in accordance with Section 8.2.3.

### 3. TRANSFER OF RISK

The Subject of the Sale is to be delivered by Doka to the Buyer at the agreed time in accordance with the offer or order. Doka is entitled to demand that the remuneration be paid from the agreed time of delivery, at which time risk is also transferred to the Buyer. In cases where such a time has not been agreed, the transfer of risk coincides with completed delivery. The Buyer may not annul or in any other way cancel the conclusion of this Agreement, either in whole or in part.

### 4. DOKA'S USE OF SUBCONTRACTORS

Doka is entitled to use partners/subcontractors without prior written agreement with the Buyer.

### 5. AMENDMENTS AND ADDENDA

#### 5.1 Additional remuneration and extended deadline

The Buyer must provide additional remuneration for any amendments and addenda that may arise, and Doka must be given an extended deadline for delivery that follow from the relevant amendments and addenda.

#### 5.2 Formal requirements for addenda and amendments

Without it being a condition for Doka's claim for an extended deadline and additional remuneration, amendments and addenda must be recorded in writing and signed by the Parties' representatives, and attached to the Agreement, which is to be archived by both Doka and the Buyer.

## 6. DELIVERY

### 6.1 Collection sales

Delivery, and thus transfer of the risk of loss and damage to the Subject of the Sale to the Buyer, takes place when Doka has made the Subject of the Sale available at its premises for the Buyer to collect. The Buyer must then take care of the Subject of the Sale without delay, including taking the necessary steps to take possession of the Subject of the Sale.

### 6.2 Shipping and transport

6.2.1) Shipping and transport of the Subject of the Sale to the Buyer's premises are in all cases at the Buyer's expense and risk, even if the transport is carried out and/or organised by Doka or if transport and shipping have not been agreed.

6.2.2) Any containers or similar used for transport will also be considered part of the Subject of the Sale.

### 6.3 Buyer's liability if the Subject of the Sale cannot be delivered as agreed

If the Subject of the Sale cannot be delivered as agreed because of circumstances beyond Doka's control, or the Buyer does not fulfil its obligations on delivery, the Buyer is liable for all costs this entails, in addition to the Sales Remuneration.

## 7. INVOICING AND TERMS OF PAYMENT

### 7.1 Invoice date and due date

The Sales Remuneration is to be invoiced at the agreed delivery time, alternatively on delivery when the time has not been agreed in advance. Payment terms are 30 days unless otherwise agreed.

### 7.2 Value Added Tax

The Sales Remuneration is to be invoiced with the addition of Valued Added Tax (VAT).

### 7.3 Charges and interest in the event of late payment

In the event of late payment, a fixed penalty charge of 8 per cent of the invoice amount is applied. In addition, the statutory interest rate on late payment is applied from the due date until payment is made.

### 7.4 Invoice check and deadline for objections

The Buyer must check the invoices on receipt. Any objections must be notified in writing to Doka at [afaktura.norge@doka.com](mailto:afaktura.norge@doka.com) within eight days of the invoice date.

### 7.5 No right to withhold payment

In the event that the Buyer has objections and/or has complained about defects in the Subject of the Sale or delay, the Buyer is not entitled to withhold payment of the invoice.

### 7.6 Price adjustments

7.6.1) Price in accordance with the prevailing price list, or in accordance with prices per offers made by Doka.

7.6.2) The prices in the offer may be amended to the extent that changes in regulations or decisions relating to public charges affect remuneration or costs.

## 8 THE PARTIES' OBLIGATIONS

### 8.1 Doka's obligations

Doka agrees to return the Subject of the Sale in accordance with the Agreement.

### 8.2 Buyer's obligations

8.2.1) The Buyer must in good faith assist in the execution of the Agreement.

8.2.2) In order to retain its purchase rights, the Buyer must treat the Subject of the Sale in accordance with Doka's instructions and guidelines, and in all other respects the Buyer must in good faith ensure proper supervision, inspection and ongoing maintenance.

8.2.3) Without affecting the foregoing in Section 2.5, Doka requires the Buyer to implement training in order to become qualified to use and operate some Subjects of the Sale. Where relevant, this is embedded in Doka's internal risk assessment. In such cases, the Buyer agrees to implement this training, and the Buyer may not use or operate the Subject of the Sale until documentation of the training has been issued or approved by Doka.

8.2.4) The Buyer may not use the Subject of the Sale for anything other than agreed, in other places than agreed, or under other circumstances than agreed.

8.2.5) The Buyer must immediately notify Doka of any damage to the Subject of the Sale, including circumstances which mean that parts of the Subject of the Sale must be taken out of use. In the event that this is due

to a defect in the Subject of the Sale, Doka arranges for the rectification or redelivery of the part of the Subject of the Sale in question. This presumes that the Buyer transports the part of the Subject of the Sale in question to Doka. The Buyer is responsible for disassembly and installation.

8.2.6) In the event of delayed approval of the Subject of the Sale, the Buyer must compensate Doka for all subsequently incurred costs and expenses.

## 9 INSURANCE

### 9.1 Insurance of the Subject of the Sale

The Buyer is responsible for keeping its own interests insured from the time of and after the transfer of risk.

### 9.2 Liability insurance

The Buyer agrees at the same time to procure comprehensive product liability insurance. The Buyer also agrees to maintain this insurance cover throughout the entire period of use of the Subject of the Sale.

## 10 BREACH OF CONTRACT

### 10.1 What is considered a breach of contract

10.1.1) Breach of contract is considered to exist if the Parties fail to fulfil their obligations under the Agreement.

10.1.2) Breach of contract may be attributable to either defect or delay.

10.1.3) If one of the Parties cannot meet its obligations as agreed, the Party must notify the other Party of this as soon as possible in writing.

### 10.2 Complaints – Invoking breach of contract

Complaints must be submitted in writing and state the reasons immediately after the matter in question has been discovered.

### 10.3 Passivity – Failure to comply with the complaint deadline

If the Buyer has not invoked the breach within eight days of delivery, or from the time the defect was or should have been discovered if this is earlier, the right to claim remedies as a result of the breach is lost.

### 10.4 Absolute complaints deadline

Doka's liability for any defects in the Subject of the Sale ceases no later than three months after delivery.

However, Doka's liability for defective advice ceases one year after delivery.

## 10.5 Consequences of breach of contract – Remedies

### 10.5.1 Doka's right of retention and suspension

10.5.1.1) In the event of breach of contract by the Buyer, including full or partial delayed payment, Doka may immediately suspend the delivery and/or exercise its right of retention.

10.5.1.2) Doka must notify the Buyer of such suspension in writing. Such notification is nevertheless not a precondition for a justified suspension.

### 10.5.2 Enforcement in case of breach of contract by the Buyer – recovery clause

If the remuneration is not paid when it is due, or the Subject of the Sale is not returned, nor within 14 days after Doka has subsequently sent notification, Doka may proceed with enforcement without legal action, see Section 4-18 and Section 13-2 of the Norwegian Enforcement Act. This also means that Doka can foreclose on the vendor's lien and collect the Subject of the Sale at the Buyer's expense without involving the enforcement authorities.

### 10.5.3 Buyer's right of retention and suspension

10.5.3.1) If delayed delivery is likely, Doka is entitled to either cancel the Agreement or request a reasonable postponement of the delivery. If Doka is unable to deliver the Subject of the Sale during the extension, both Parties are entitled to cancel the Agreement.

10.5.3.2) In the event that the Buyer has complained about defects in the Subject of the Sale or delay, the Buyer may not for that reason withhold payment of the remuneration. However, if Doka confirms the breach of contract based on the Buyer's complaint, the Buyer may withhold payment, but not in an amount greater than is necessary to secure the Buyer's claims as a result of the breach.

### 10.5.4 Rectification, redelivery and price reduction

10.5.4.1) If Doka's delivery is defective, the Buyer may demand rectification

10.5.4.2) If Doka has not made rectifications within a reasonable time, the Buyer may demand redelivery.

10.5.4.3) The Buyer may demand a pro rata price reduction to the extent that the value of the delivered item(s) has been reduced.

10.5.4.4) If the Buyer has a claim for rectification or redelivery, the Buyer must not repair, alter or carry out similar actions on the Subject of the Sale without prior written agreement with Doka.

### 10.5.5 Compensation

8.5.5.1) A Party may claim compensation for any direct loss in accordance with general contract law.

10.5.5.2) Direct losses include additional costs for substitute purchases or sales, loss of sales revenue, losses attributable to additional work and other direct costs in connection with delay, defect or other breach. Compensation for indirect losses may not be claimed.

### 10.5.6 Limitation of liability for Doka

10.5.6.1) The Buyer is not entitled to compensation or other indemnification in the event of delay on the part of Doka.

10.5.6.2) Doka is not liable for indirect losses incurred by the Buyer, including, for example, reductions in production, reduced profit or accrued leasing costs.

10.5.6.3) Unless Doka has displayed gross negligence or intent, Doka's overall financial liability is limited to the sum of what the Buyer has paid to Doka.

10.5.6.4) Doka may not be held liable for personal injury or damage to other physical assets unless Doka has displayed gross negligence.

10.5.6.5) Doka is not under any circumstance liable for any damages or other costs incurred following power outages, delivery delays or similar circumstances affecting the Subject of the Sale.

10.5.6.6) The Buyer must indemnify Doka for liability to a third party on the basis of damage caused by the Subject of the Sale and for which the Buyer is responsible.

## 11 TRANSFER AND CHANGE OF PARTIES

### 11.1 Doka's right to transfer

11.1.1) Doka is free to transfer rights and obligations under the Agreement without the consent of the Buyer.

11.1.2) Transfer does not give any of the Parties the right to cancel, terminate or demand amendments to the Agreement. Doka may not be held liable for claims that arise after the change of ownership, nor for the new owner's fulfilment of the Agreement.

### 11.2 Buyer's limited right to transfer

11.2.1) The Buyer is not entitled to transfer rights and obligations under the Agreement without Doka's prior consent. Doka may deny consent on an unrestricted basis.

11.2.2) This means that, before the remuneration has been paid in full, the Buyer is not entitled to:

(I) sell, mortgage or in any other way transfer the Agreement to another party or derive income from the Subject of the Sale, or enter into an agreement with another party, so that the Buyer's or Doka's rights of access to or control over the Subject of the Sale are diminished in any other way;

(II) join the Subject of the Sale to the Buyer's movable or fixed assets in such a way that Doka's rights of ownership/vendor's lien are threatened, or

(III) allow the Subject of the Sale to be subject to seizure by the Buyer's creditors, through temporary securing, distraint or in the event of bankruptcy.

11.2.3) A transfer will be considered to have taken place if more than 50 per cent of the Buyer is owned by owners other than the owners at the time of the conclusion of the Agreement. The same applies to any changes in the Buyer's company structure. The transfer of ownership or positions that constitute a controlling interest in the company will also be considered a transfer. Controlling interest has the same meaning as under the Norwegian Limited Liability Companies Act.

11.2.4) Other company-related changes, for example spin-offs and mergers, acquisitions, business transfers and share issues are also considered transfers.

11.2.5) Failure to respond to a request for approval is not considered to be approval.

11.2.6) If the transfer takes place despite lack of approval or express refusal from Doka, or there is any other breach of the conditions in this section,

the transfer will be considered to be a material breach of the Agreement.

## **12 MATERIAL BREACH OF CONTRACT**

### **12.1 Cancellation**

In the event of material breach by the other Party, either of the Parties may cancel the Agreement with immediate effect. Cancellation presumes that the other Party has first been given reasonable time to rectify the breach.

### **12.2 Buyer's right to cancel**

If Doka does not rectify a defect or perform redelivery within a reasonable time, the Buyer is entitled to cancel under the following conditions:

- a) the defect constitutes a material breach of contract
- b) Doka has been aware of and ignored this
- c) The defect means that the Buyer's motives for acquiring the Subject of the Sale have been materially negatively affected.

If the Agreement is cancelled, the Buyer is entitled to a refund of a maximum of 25 per cent of the remuneration the Buyer has paid.

### **12.3 Doka's right to cancel**

Under any circumstance, Doka is entitled to cancel the Agreement with immediate effect and to have the Subject of the Sale immediately returned to it at the Buyer's expense and risk:

(I) if the Buyer acts in such a way that Doka's ownership/vendor's lien are challenged or the value of the Subject of the Sale is reduced before the remuneration has been paid in full;

(II) delayed payment of the Sales Remuneration beyond what has been agreed with Doka.

(III) if the Buyer suspends payments, becomes the subject of company changes, merger, bankruptcy, enters into composition proceedings, reconstruction or the like, or is otherwise at risk of being unable to fulfil its obligations under the Agreement.

### **12.4 Buyer's liability in the event of cancellation**

In the event of cancellation following material breach by the Buyer, the Buyer must compensate Doka for any loss, including as a minimum, but not limited to, lost remuneration under the Agreement.

## **13 FORCE MAJEURE**

### **13.1 Cessation of liability for breach of contract**

Neither Party will be considered to be in breach of any obligation in this Agreement (except for payment obligations) as a result of actions or events beyond that Party's reasonable control (Force Majeure)

### **13.2 Examples of Force Majeure**

Force majeure events include, but are not limited to:

- outbreak, epidemic or pandemic of any kind or communicable or virulent disease/infection and any actions taken by any government or public authority in response to any of the foregoing
- any act of war or terrorism, hostilities (war declared or not), invasion, act of foreign enemies
- strikes, lock out, disorder, shortage of supplies or labour
- breakdown or malfunction, loss of data due to power failure or mechanical difficulties with information storage or retrieval systems
- labour difficulties, civil unrest, riots, revolution, uprising, quarantine of any kind
- natural disaster, flood, fire, embargo, boycott, uprising, explosion
- shortage of gas, fuel or electricity – hacking, piracy
- interruption of transport
- governmental actions and injunctions
- legislative amendment
- unavoidable accident
- failure of any supplier, contractors or subcontractors.

### **13.3 Right to defer performance**

If a force majeure event occurs, the affected Party is entitled to defer the performance prevented from execution to the extent and for the time period such Party is impeded by the force majeure.

### **13.4 Notification**

Should such an event occur, the affected Party must make every effort to notify the other Party as soon as practicably possible.

### **13.5 Cessation of the Agreement**

If the affected Party's inability to perform exceeds a period of six months, the other Party may terminate the Agreement with immediate effect.

Such termination does not release the Party from paying any accrued compensation or other payment obligations until termination takes place. The Buyer pays the agreed Sales Remuneration until the Subject of the Sale has been returned.

## **14 DISPUTES**

### **14.1 Choice of law**

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

### **14.2 Negotiations and mediation**

14.2.1) If a disagreement arises between the Parties regarding the interpretation or legal effects of the Agreement, the Parties must first attempt to reach agreement through negotiations and/or mediation.

14.2.2) The Parties may alternatively agree that the dispute will be resolved through mediation in accordance with the regulations established by the Oslo Chamber of Commerce (OCC). The mediation will be chaired by one mediator appointed by the OCC and will take place in Oslo.

### **14.3 Judicial proceeding**

14.3.1) If a dispute is not resolved by negotiations or mediation, either of the Parties may demand that the dispute be resolved with final effect by the Norwegian courts.

14.3.2) Doka's court of domicile is the legal venue.