

Terms and Conditions of Sale and Delivery for Services

1. THE CONTRACT

These general Terms and Conditions of Sale and Delivery (the "**Terms**") apply between TESS (the "**Seller**") and the party purchasing services from the Seller (the "**Buyer**"), unless otherwise agreed in writing.

The Buyer confirms their acceptance of the Seller's offer (the "**Offer**") by placing an order (the "**Order**"). The Seller then confirms the conclusion of the contract by issuing an order confirmation (the "**Order Confirmation**").

The "**Contract**" between the Seller and the Buyer thus comprises the following documents:

1. The Order Confirmation;
2. the Offer;
3. these Terms; and
4. the Order.

In the event of any conflict, the contract documents shall have the order of priority set out above.

Any standard terms and conditions of the Buyer shall not apply unless accepted in writing by the Seller no later than at the time of conclusion of the contract.

2. DEFINITIONS

"**Buyer**" is defined in clause 1.

"**Buyer Group**" means the Buyer and its affiliated companies, partners or joint ventures, and each of their 1) suppliers or subcontractors and 2) directors, employees and other representatives.

"**Contract**" is defined in clause 1.

"**Contract Price**" means the total price specified in the Offer, excluding VAT.

"**Intellectual Property Rights**" means all copyright, design rights, patents, trade marks, trade secrets and other intellectual property rights.

"**Location**" means the location(s) where the Seller is to perform the Services.

"**Order**" is defined in clause 1.

"**Order Confirmation**" is defined in clause 1.

"**Seller**" means the Seller company specified in the Order Confirmation.

"**Seller Group**" means the Seller and its affiliated companies, and their 1) suppliers or subcontractors and 2) directors, employees and other representatives.

"**Services**" means all activities to be performed by the Seller in accordance with the Order Confirmation.

"**Terms**" as defined in clause 1.

"**Third Party**" means any person not included in the Buyer Group or the Seller Group.

3. SELLER'S GENERAL OBLIGATIONS

The Seller shall perform the Services in accordance with the Contract and mandatory law.

4. THE BUYER'S GENERAL OBLIGATIONS

The Buyer shall, in good time, provide the Seller with all necessary information regarding the Location to enable the Seller to perform the Services safely and efficiently.

The Buyer shall ensure that any premises, facilities, materials, transport and equipment are made available to the Seller's personnel for the performance of the Services, and that what is made available complies with applicable safety standards and statutory/regulatory requirements.

Unless otherwise specified in the Offer, the Buyer shall, at no cost, ensure that the Seller receives the following:

- a) Necessary services and assistance at the Location, including electricity, water, communications, transport, accommodation, storage and supplies, to a standard consistent with good industry practice.
- b) Transport of the Seller's personnel, equipment and materials from the Seller's base as specified in the Offer to/from the

Location, to a standard consistent with good industry practice; and

- c) Health and welfare services for the Seller's personnel during their stay at the Location, to a standard consistent with good industry practice.

5. PRODUCT INFORMATION

Information contained in marketing materials, price lists and other product information is only binding to the extent that the Contract expressly refers to it.

6. PERSONNEL AND EQUIPMENT

The Seller shall provide qualified and competent personnel in the numbers specified in the Offer.

The Seller shall supply equipment, materials and supplies in the quantities and qualities specified in the Offer.

The Seller shall ensure that all personnel performing the Services possess the necessary qualifications, skills, licences and certificates.

The Buyer shall, at the Seller's request, provide advice on the applicable requirements at the Location and assist in obtaining the necessary certificates and permits to the extent that this is within the Buyer's control.

The Buyer shall be responsible for notifying the Seller in advance if dangerous or unusual conditions exist at or near the Location that may affect the Seller's performance of the Services. If such conditions exist, the Seller's additional costs arising as a result thereof shall be fully compensated by the Buyer.

7. TERMS OF PAYMENT

Unless otherwise agreed, payment shall be made against invoice with a payment term of 15 days from the invoice date.

Credit purchases will be subject to a billing fee if the invoice must be sent by post.

Objections to an invoice must be made in writing, and no later than ten calendar days from receipt of the invoice.

If the Buyer fails to pay on time, or fails to provide the agreed security on time, the Seller shall, after giving the Buyer written notice of this, be entitled to suspend the performance of its contractual

obligations until payment is made or the agreed security is provided.

If the Buyer has not paid the amount due within 3 months, the Seller shall be entitled to terminate the Contract by giving written notice to the Buyer. The Seller shall then, in addition to receiving the outstanding payment, be entitled to compensation for the loss it has suffered.

8. RETENTION OF TITLE

Ownership of any materials, equipment, documentation, software and other items which the Seller is required under the Contract to transfer from the Seller to the Buyer shall only pass upon receipt of full payment of the Seller's invoices.

9. DEFECTS

The Seller's performance shall be deemed defective if the Services are not performed in accordance with the Contract. The warranty period for the Services shall expire when the Services have been accepted by the Buyer and the Seller has vacated the Location. This also applies to any rectification work.

The Buyer shall notify the Seller of any defect without undue delay after the defect has been discovered.

If there is reason to believe that the defect may entail a risk of damage, the Buyer shall make a complaint immediately. If the complaint is not made immediately, the Buyer loses the right to make a claim on the basis of damage that occurs and which could have been avoided had such a complaint been made.

Where the Buyer notifies the Seller of a defect before the warranty period expires, the Seller shall, at its own expense, remedy the defect without undue delay, or re-perform that part of the Services which has not been performed in accordance with the Contract.

If the Seller fails to fulfil its obligations under this clause 9 in a timely manner, the Buyer may, in writing, set the Seller a final reasonable deadline for performance, which shall not be less than one week. If the obligations are not fulfilled within such deadline, the Buyer may, at its discretion:

- a) at the Seller's expense and risk, carry out or have carried out the measures necessary to remedy the defect, provided that he proceeds in a reasonable and prudent manner, or

- b) demand a price reduction limited to a maximum of 20% of the agreed purchase price.

If the Buyer has notified the Seller of a defect, and it transpires that there is no defect for which the Seller is liable, the Seller is entitled to compensation for the work and costs incurred by the Seller as a result of the complaint.

The Seller's liability does not extend to defects caused by materials procured by the Buyer or by designs prescribed or specified by the Buyer.

10. DELAY BY THE SELLER

A delay shall be deemed to exist if the Seller is unable to commence the Services at the time specified in the Order Confirmation, and the delay is not due to circumstances caused by the Buyer.

In the event of a delay, the Seller's liability shall be limited to the suspension of the payment the Seller was due to receive from the Buyer for the Services. The Buyer shall not be entitled to any other damages or compensation for the delay. If the Seller's delay exceeds fifty (50) days, the Buyer shall be entitled to cancel the Order.

11. DELAY BY THE BUYER

If the Buyer finds that he will not be able to receive the Services at the agreed time, or if a delay on his part is likely, the Buyer shall, without undue delay, notify the Seller of this in writing, stating the reason for the delay and, as far as possible, the time at which receipt is expected to take place.

If the Buyer fails to accept the Services at the agreed time, he shall nevertheless be obliged to make payment as if the Services had been delivered.

Unless the Buyer's failure under clause 18 is due to circumstances referred to in clause 25 (Force Majeure), the Seller may, in writing, urge the Buyer to accept the Services within a reasonable period.

If the Buyer, for reasons for which the Seller is not responsible, fails to do so within this period, the Seller may, by written notice to the Buyer, terminate the contract in respect of that part of the Services ready for delivery which, due to the Buyer's failure, is not delivered. In such a case, the Seller shall be entitled to compensation for the loss caused to him by the Buyer's negligence.

12. VARIATION WORK

Variation work shall be agreed separately. The Seller is under no obligation to carry out variation work that has not been accepted in writing. Variation work entitles the Seller to an extension of the deadline and an adjustment of the remuneration.

Variation order requests must be notified in writing by the Buyer to the Seller. The Seller will then inform the Buyer of the variation and how it can be carried out, as well as how the contract price, delivery date and other contractual terms will be affected by the variation.

The Seller shall also inform the Buyer if the Seller considers variation work necessary as a result of changes to laws, regulations and other rules applicable to the sale. The same applies to changes in the generally accepted interpretation of such laws, regulations and rules.

13. SUBCONTRACTORS

The Supplier is free to engage subcontractors to perform all or part of the Services.

14. INTERPRETATION OF DATA

If the Services include the interpretation of data or measurements, the Seller does not guarantee the accuracy, correctness or completeness of such data interpretation.

15. HSE

The Seller and the Buyer shall comply with all health, safety and environmental legislation, regulations, policies, procedures and standards applicable at the Location. To enable such compliance, the Buyer shall ensure that adequate safety equipment and written instructions for its use are available at the Location.

The Buyer shall be responsible for training in the use of safety equipment at the Location, for conducting regular drills, etc.

If the Buyer's internal policy or local regulations necessitate additional safety or environmental procedures or the use of special equipment, the Seller shall take reasonable steps to implement such measures. Any costs incurred in this connection shall be borne by the Buyer, and the Buyer shall provide the necessary assistance and information to the Seller for such implementation.

16. COMPLIANCE WITH LEGISLATION, ETC.

The Seller shall comply with mandatory laws and regulations applicable to the Services. The Buyer

is obliged, upon the Seller's request, to provide information regarding such laws and regulations applicable to the Services.

The Seller shall carry out variation work resulting from changes to laws, regulations and other public provisions applicable to the Services. The same applies to changes in the generally accepted interpretation of such laws, regulations and provisions. Clause 12 (Variation Work) applies to such variation work.

The Seller shall hold the approvals and permits necessary for the performance of the Services, which must or may be obtained in the Seller's name. The Buyer shall, at the Seller's request, provide the necessary assistance in this regard.

The Buyer shall, in good time, obtain and maintain all other approvals and permits. The Seller shall, at the Buyer's request, assist in obtaining approvals and permits relating to the Services, which can only be obtained in the Buyer's name.

17. TAXES AND DUTIES

The contract price is exclusive of all taxes and duties. The Buyer shall pay all taxes and duties imposed by any authority in connection with the Services. Neither party shall be liable for the other's tax or duty obligations in connection with the Services or the Contract, and shall indemnify each other against any claims relating to taxes and duties.

18. SELLER'S INDEMNITY TO THE BUYER

The Seller shall indemnify the Buyer against any claim, loss, cost, damage, expense and legal fees, however arising, in connection with

- a) Personal injury or loss of life to any employee of the Seller, and/or
- b) Loss of or damage to property belonging to the Seller.

The aforementioned limitations on the Buyer's liability shall not apply if the Buyer has been guilty of gross negligence.

19. BUYER'S INDEMNITY TO THE SELLER GROUP

The Buyer shall indemnify the Seller Group against any and all claims, losses, costs, damages, expenses and legal fees, however arising, in connection with:

- a) Personal injury or loss of life to any employee of the Buyer Group, and/or
- b) Loss of or damage to property belonging to the Buyer Group.

The Buyer shall indemnify the Seller Group against any liability arising in connection with the death, illness or injury of a Third Party, as well as loss of or damage to a Third Party's property. This includes all claims, losses, damages, costs and expenses arising from or in connection with the Services.

The Buyer shall indemnify the Seller Group against any claim arising as a result of pollution, including pollution at the Location, arising as a result of, or otherwise related to, the Services.

The aforementioned limitations on the Seller's liability shall not apply if the Seller has been guilty of gross negligence.

20. LIMITATIONS OF LIABILITY

The Seller shall not be liable for indirect losses, including any loss that may arise as a result of loss of production, personal injury, damage to property, pollution, loss of profit, or other consequential financial loss.

In any event, the Seller's liability under the Contract is limited to the Contract Price.

21. DOCUMENTATION AND INFORMATION

All documentation relating to the Services which, before or after the conclusion of the Contract, is handed over by one party to the other, shall remain the property of the party handing it over.

Documentation or information received may not, without the consent of the other party, be used for any purpose other than that for which it was provided, and may not, without the consent of the other party, be copied, disclosed to or brought to the attention of any third party.

To the extent that the Buyer is to receive documentation from the Seller under the Contract, the Seller may fulfil this obligation by making the documentation available in electronic form.

22. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights held by the Seller prior to the conclusion of the Contract shall remain the property of the Seller. Ownership of any new Intellectual Property Rights arising in

connection with the Services shall belong to the Seller.

23. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

The Buyer shall indemnify the Seller Group against any claims arising from infringements of Intellectual Property Rights resulting from or in connection with the Buyer's obligations under the Contract, including in connection with the Seller's use of equipment or facilities supplied by the Buyer.

24. THE SELLER'S RIGHT OF TERMINATION

The Seller shall be entitled to terminate the Contract with immediate effect if the Buyer is in material breach of its obligations under the Contract. The same applies if the Buyer becomes insolvent, files for bankruptcy, enters into a composition or debt settlement, or enters into any other agreement with its creditors, commences liquidation proceedings or suspends its payments.

25. FORCE MAJEURE (GROUNDS FOR EXEMPTION)

The following circumstances constitute grounds for exemption if they prevent the performance of the contract or render such performance unreasonably onerous: labour disputes and any other circumstances beyond the parties' control, including fire, natural disasters and extreme natural events, war, mobilisation or military call-ups of a similar scope, acts of terrorism, requisition, seizure, epidemics, pandemics, trade and currency restrictions, riots and civil unrest, shortage of means of transport, general shortage of goods, restrictions on the supply of fuel, as well as defects in deliveries from subcontractors or delays in such deliveries resulting from any of the circumstances referred to in this clause.

The aforementioned circumstances shall only constitute grounds for exemption if their effect on the performance of the contract could not have been foreseen at the time of entering into the contract.

The party wishing to invoke a ground for exemption as referred to in this clause shall, without undue delay, notify the other party in writing of the occurrence and cessation of the hindrance.

In the event of force majeure on the part of the Buyer, the Buyer shall cover the costs incurred by the Seller in securing and protecting equipment, materials, etc. related to the performance of the Services.

Notwithstanding any other provisions in these Terms, either party may terminate the contract by written notice to the other party if performance of the contract is prevented for more than 6 months by an event as referred to in this clause.

26. SUSTAINABILITY

The Seller aims to use sustainable solutions in the preparation and performance of the Services.

27. CONFIDENTIALITY

All information of a confidential nature exchanged between the Seller and the Buyer in connection with the Contract and the Services shall be kept confidential. Neither party shall, without the written consent of the other party, make the information available to a Third Party, unless required by law, regulation or legal process.

The confidentiality obligations shall continue to apply for a period of five (5) years after the Services have been completed or otherwise terminated.

28. NO WAIVER OF RIGHTS

No failure by the Buyer or the Seller to exercise a right under the Contract shall be construed as a waiver of such right.

29. GOVERNING LAW AND DISPUTE RESOLUTION

The contractual relationship is governed by Norwegian law.

If negotiations fail, the dispute shall be resolved through ordinary court proceedings. Buskerud District Court is the agreed venue, with Drammen as the place of court.
