

**GENERAL TERMS AND CONDITIONS FOR THE SALE OF SPECIAL PLANTS, ENGINEERING AND ASSEMBLY SERVICES PROVIDED BY WAGNER FIRE SAFETY AS, AN AFFILIATED COMPANY OF WAGNER GROUP GMBH, GERMANY.**

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**§ 1 Scope of Application**

1.1 These general terms and conditions ("Conditions") shall apply to all business relations related to the production and the supply of special plants, engineering and assembly services, including contracts for work and other ancillary services, in which WAGNER Fire Safety AS, a Norwegian subsidiary of WAGNER Group GmbH, Langenhagen, Germany is acting as the contractor ("Contractor") and its current contracting party, jointly referred to as parties ("Parties"), is acting as the customer ("Customer").

1.2 General terms and conditions of the Customer shall not be considered, even in case of cognizance or absence of objection from the Contractor, as an integral part of the contract, unless its application is explicitly approved by the Contractor in writing. Even in the event that the Contractor refers to a document, which contains or refers to the terms and conditions of the Customer or a third party, this shall not be deemed to be an approval of its application.

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**§ 2 General Provisions**

2.1 The subject of performance, the scope of supply, the scope of performance, the quality and the technical requirements and conditions are exclusively and conclusively listed and agreed in the contract ("Contract") deriving from the Parties corresponding declarations of intent.

2.2 All offers of the Contractor, which are not included in the annex to the Contract, shall be nonbinding. Verbal agreements, commitments, assurances or certain procurement or performance characteristics of the Contractor especially its employees shall be in connection with the conclusion of the Contract and shall become binding only by an explicit written approval that shall be attached to the Contract. The agreed delivery times must be binding, without an explicit written approval that shall be attached to the Contract

2.3 The agreed dates for supply and execution shall be binding only if explicitly confirmed by the Contractor in writing as fixed dates.

2.4. All the models, drawings, plans, depictions, graphics and drafts regarding this project is controlled by the NDA written by both parties and cannot be distributed to third parties.

2.5 The commencement and the continuation of the agreed terms for execution as well as the agreed payment shall presuppose the timely and proper fulfillment of all obligations of the Customer (including especially the adherence of the payment obligations

and the obligation to cooperate). In case the Customer partly or totally fails or delays to fulfil its obligations to cooperate, notably those related to the provision of documents, material or permits and the clarification of technical or official requirements or other information, the dates and terms for of the performance as well the potential supplies shall be postponed for that time period and for an reasonable startup period after the disposal of the impediment as well. If cutting, welding, defrost and/or soldering works or similar work are intended, the Customer shall inform the Contractor about any known risks and dangers (for example material strength, flammability in rooms, storage of valuable goods in adjoining rooms, inflammable construction and other material or danger to life, body and health) related to the performance of the subject before the commencement of performance. The right to defense based on non-performance of the Contract shall remain reserved.

2.6 If the Customer requires a previous non-agreed cross-border performance before the end of the warranty period, without attributing a right of performance, this shall be granted by a prior explicit written approval from the Contractor. The Customer shall be responsible for providing the regional specifics such as international legal or official regulations, permits, implementation rules as well as the procurement of required import and transit papers (customs duties e.g.), unless the Contractor is legally required to procure those documents personally. The Customer shall separately pay travel costs and expenses, special expenses (additional documentation material, photographic material, unusual shipping costs e.g.), public fees, customs duties, taxes, packaging, transport, transportation insurance or environment and administrative charges.

2.7 If it is agreed in the Contract, that the Contractor shall pay customs duties or export duties and import duties of the country of origin or the country of destination or the transit country, any increase in these duties that became effective during the period between the conclusion of the Contract and the effective date of performance, shall be at the Customer`s expense.

2.8 The Contractor is entitled to rely on subcontractors for partial performances. The Contractor remains solely responsible for the performance of such subcontractors.

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**§ 3 Subject of Performance**

3.1 The Contractor`s performance may include the planning, design, analysis, construction or optimization of plants, devices, system and machine components for different fields of application. The individual performances shall be precisely defined in the Contract.

3.2 The Parties shall specify the type, scope, format and the individual characteristics of the performance provided by the Contractor. If applicable to the individual agreed business case, the subject of performance shall be based on the precise specifications of the Customer (specification sheet, detailed performance description e.g.).

3.3 The Customer shall provide the Contractor timely with all information to the extent necessary for the performance. The Customer shall be liable for the timely provision, the accuracy and the comprehensiveness of those information to the Contractor.

3.4 If it is agreed in the Contract, that the Contractor shall prepare the planning documents (preliminary drafts, plant and assembly plan e.g.), the Contractor shall adjust these with the Customer, who shall examine the punctuality, accuracy and comprehensiveness of the documents. Afterwards, the Customer launches the start of the further performance by signing the documents and a copy as legally stipulated. After launching the performance any changes by the Customer referring to the planning documents shall be only authorized if explicitly and mutually agreed. In such case these changes shall be paid separately.

3.5 For research projects and optimization tasks no guarantee of the achievement of any specific objective shall be granted, unless specifically agreed in the Contract.

3.6 During the performance the Contractor shall inform the Customer immediately, once it becomes foreseeable that the performance is de facto or de jure impossible. If the Customer thereupon does not take sufficient measures and does not provide the required conditions to overcome the impossibility of performance, the Contractor is entitled to withdraw from the Contract. The Customer shall pay the Contractor for all costs incurred by the time Customer has received the notification.

3.7 The Contractor shall perform its contractual obligations in accordance with this contract.

3.8 If terms for the performance are agreed, the only case of compliance that shall be considered is when the performance is provided to the Customer on that agreed terms. In case of a culpable breach of the terms for the performance, the Customer shall grant the Contractor a reasonable grace period of at minimum 14 business days for completion.

3.9 The Contractor is entitled to provide partial performances, if agreed between the Parties. If the Customer has accepted partial performances after receiving a notification, the customer shall therefore pay the adequate payment. The Contractor shall ask the Customer to sign the acceptance protocol. The effective use or the commercial commissioning of the performance by the Consumer shall be considered as acceptance.

3.10 The Customer is entitled to claim for actual damage caused by delay, if the Contractor is in delay of more than 14 business days after receiving a written warning notice. The overall amount of the claimed damages caused by delay shall not exceed 5% of the Contract value. This limit shall not apply if the delay is caused by gross negligence or intentional misconduct on the part of the Contractor and if the amount of the damage caused by delay is not sufficient to compensate the incurred damage.

3.11 If it is agreed in the Contract, that the Contractor shall provide the performance outside its permanent establishment (on-site work) the Customer shall cooperate to its own expenses, particularly in: a) providing full access to site and to infrastructure (including parking facilities and track access); b) assisting with the applying process for visas, for work permits, for permits or custom clearances for equipment or accessories for the Contractor's employees or its subcontractors; c) undertaking all tasks and work deemed necessary for the performance of the contractual obligations and untypically for the Contractor's business; d) providing tools, materials, equipment, scaffoldings, energy, water, electricity, heating, telephone and internet access that are all necessary for the fluent execution of the contractual obligations, e) providing adequate premises (dry and lockable) for the performance and the storage of all kind of tools and materials as well as providing recreation and sanitary facilities; f) undertaking adequate measures regarding the safety and health protection of the Contractor's employees and property; g) providing all necessary information on the locations of all required connections (water, electricity, gas, e.g.), on the specifics of the location of the permanent establishment, site, accessibility or soil condition and on any other relevant information. The Customer shall pay the costs of hazardous waste deriving from the onsite work. In case the Customer breaches any of these obligations any liability of the Contractor is either reduced or completely excluded accordingly.

3.12 During the Contractor's on-site work, the Customer shall provide the necessary containers in order to handle, store and dispose of the hazardous waste in accordance with the respective relevant legal or official standards and regulations.

3.13 Delays of on-site work that the Contractor is not responsible for, shall be at the expense of the Customer.

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#### **§ 4 Provided Documents/Copyright, Intellectual Property Rights and Right of Use**

4.1 The Contractor shall fully reserve the exploitation right of ownership and copyright (named "Intellectual Property Rights") deriving from all documents, technologies, commercial information, proposed solutions in presentations, offers or other documents of the Contractor as well as all for the performance of contractual developed models, drawing tools, devices, goods and other documents of the Contractor. No rights are granted to the Customer even by submitting the above-named information or transferring documents for the purposes of tests and demonstrations of supplied items, data carrier, prototypes or other items e.g. Unless the Contractor explicitly approves in writing, these documents and information shall not be disclosed to third parties or used beyond the contractual purpose.

4.2 In relation to the previous clause, the Customer shall return all documents including copies to the Contractor promptly after the termination of the Contract, unless these documents are in

connection with the contractual scope of performance.

4.3 Copyrights shall not be transferred. The Customer shall neither be entitled to use the subject of performance for any other purpose or in any other way than stipulated in the Contract nor to partly or totally recreate the subject of performance (for example through reserve engineering performances or manufacturing of components/plants according to the documents received from the Contractor). The Contractor shall not be responsible for impermissible changes of the subject of performance. Any other use shall be only permitted by a prior written approval of the Contractor.

4.4 The property rights of the Contractor shall be transferred only to third parties in connection with the transfer of the subject of performance.

4.5 No agreement between the Customer and the Contractor shall be understood, presumed or interpreted in a way that the industrial property rights are transferred or licensed to the Customer, unless the Parties agree in the Contract or a separate transfer or license agreement is concluded.

4.6 In case the Customer, due to the supply of the subject of performance, is legitimately claimed by a third party for infringement of Intellectual Property Rights, the Contractor shall, at its own expense, choose either a) to obtain a right of use for the respective third party property rights in connection with the above-mentioned supply; b) to change the supply in a way to avoid the third party property rights violation; or c) to replace the infringed part of the third party Intellectual Property Rights. If the Contractor assesses that none of the previous described possibilities are realizable, the Contractor will take back the concerned subject of performance and refund the adequate price to the Customer.

4.7 The above-named obligations of the Contractor shall only apply when the following conditions are met: a) the Customer shall promptly inform the Contractor about the claim asserted by third party and provide the Contractor with any copies or evidence related to the alleged infringement of the third party Intellectual Property Rights; b) the Customer not acknowledged the infringement of property rights against the third party has and the Customer shall provide the Contractor with any information, proxy, support of defense or any legal treatment in connection with the third party claims; c) the Customer shall grant the Contractor the right to conclude a settlement regarding the above mentioned third party claims as well as the right of a stand-alone control of the judicial process and the right of choice of the method of defense.

4.8 If the Customer stops the use of the concerned subject of performance with the objective of minimizing the damage or for any other reason, the Customer shall inform the concerned third party in writing, that these measures that have been taken shall not be considered as a recognition of an Intellectual Property Right infringement.

4.9 The above-named claims of the Customer shall not apply in case the Customer is responsible for the violation, particularly when the infringement of Intellectual Property Rights is caused by the Customer's requested instructions or modifications or by any use of the subject of performance other than those specified in the Contract, in the documentation or in the instructions or by the use of the subject of performance jointly with other tools, equipment or devices.

4.10 Regarding to the infringement of third parties Intellectual Property Rights any further claim from the Customer other than the above-mentioned shall be excluded.

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## § 5 Samples/Technical Advice

Samples, technical details or any advice provided by the Contractor shall only be used as a general description of performance. They shall not contain any assurance of features, warranty or guarantee statement.

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## § 6 Prices and Payment

6.1 The payment shall be agreed by the Parties in the Contract. According to these Conditions the respective amount of the applicable value statutory VAT, any other charges and any additional costs shall be separately invoiced. This shall also apply to any costs related to cargo and transport insurances, which shall be agreed by the Parties in the Contract.

6.2 The payment shall only be made by bank transfer to the account number provided in the invoice and shall be made without any deductions (for example deduction of withholding tax). In case deductions must be made by the Customer, the payable amount shall be increased to the extent enough to ensure that the Contractor receives a net sum equal to the amount that it would have received before such deduction. The deduction of cash discount or other payment methods (cheque only for account e.g.) shall be only allowed in case stipulated in writing in a special agreement.

6.3 Unless the Parties agree otherwise, the payment shall be made within 10 business days (excluding Saturdays) starting from the date of invoice. The term of payment is fixed therefore any exceed from the Customer leads to a delay of payment. Consequently, in such case the Contractor is not obliged to give an additional notice to the Customer. The receipt date of payment is a determining factor for the delay. The compliance with the payment terms shall be a key factor for the Contractor's provision of performances. The Contractor is entitled to stop the ongoing work or to withdraw from the Contract, in case the Customer fails to comply with the terms. The Contractor is also entitled to charge the Customer with interests for delay at a rate of 9% above the base interest rate at that time. The Contractor reserves the right to demand a higher interests rate for damage caused by delay.

6.4 In case a fixed price is agreed in the Contract, the Contractor is entitled to invoice a reasonable advanced payment after signing the Contract. The amount of the advanced payment shall be determined in the Contract.

6.5 According to this contract the Parties agree on a fixed price.

6.6 In case the Customer requires the Contractor to provide the performance on weekends or public holidays, the Contractor is entitled to invoice a reasonable increase in payment for these working hours.

6.7 The Customer is entitled to offset only, in case its counterclaims have been legally titled as final and absolute or have been acknowledged by the Contractor in writing. The Customer shall use its right to retain only if its counterclaim possibility is deriving from the same contract.

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### **§ 7 Modification of the Subject of Performance**

In case the Customer requires any changes or extensions of the performance, the Customer shall send a written request to the Contractor. The Contractor shall then send a qualified offer with the new prices, volume and terms of the order to the Customer. The Customer shall confirm its acceptance in writing within 14 business day, otherwise the offer is considered as rejected. The Contractor will proceed with the original performance until the acceptance of the new offer, unless the Customer explicitly demands the interruption of the performance. In that case, the original terms of performance shall be extended for the time of the request's examination and for the time spent for the acceptance or the rejection of the offer. In case the Customer accepts the offer, the Parties shall issue an addendum to the Contract adding the new prices, volume and terms of the order. The Contractor is not obliged to adopt the change of the performance in advance. The Customer shall have no right to unilateral demand amendments of the performance according. If the Customer demands changes in the performance even though the Contractor warns the Customer against potential risks (any kinds), the Contractor shall be released from its liability accordingly.

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### **§ 8 Acceptance**

8.1 The Contractor shall provide the Customer with the subject of performance for acceptance and shall set a deadline for the acceptance (provision period), unless otherwise agreed by Parties. The Customer shall promptly inspect the subject of performance, notify any defects about the defects and damage. In case of non-significant defects that do not hinder the commissioning, the Customer shall accept the subject of performance. In case of significant defects, the Customer shall inform the Contractor in writing within 10 business days after the supply. A new acceptance shall be made by the Customer after remedying the defect. The new

acceptance shall be governed by these provisions. The Customer is not entitled to refuse this acceptance, unless the defects are irrecoverable or unsurmountable or in case the Contractor refuses to take appropriate measures to remedy the defects.

8.2 In case the Customer does not accept the performance due to significant defects; the Parties shall determine the process of the performance and shall incorporate it in a signed protocol and sign it. The Contractor is entitled to unilaterally determine the progress of the performance at the risk of the Customer and to submit a copy of that protocol to the Customer, if this latter fails to take part at the determination of the process of performance.

8.3 If a system integration or a system commissioning is part of the agreed performance, the Customer shall provide, up to the agreed installation date, the spatial, technical, personnel and other requirements necessary for the installation. The Customer shall also ensure (in case the subject of performance is a software) that all the existing data files have been, before the installation of the software, properly saved according to the state of the art. Also, the Customer shall take all the safety precautions and inform its employees. The Customer shall bear all costs incurred in connection with the reviews, tests, permits, acceptance procedures and assembly as well as any additional and similar costs incurred in connection therewith, unless the costs are incurred by the Contractor's own employees or infrastructure. If the Customer violates these obligations, the Contractor shall be released from its liability accordingly.

8.4 During the system integration of the performance the Parties shall write a handover protocol. This protocol constitutes the confirmation of the functionality of the performances. The functional test is successfully completed when the performance meets the contractual requirements in all its essential elements. By signing the handover protocol the risk shall be addressed to the Customer.

8.5 In case the Contractor is obliged to carry out a performance test, functional test or a trial operation after the acceptance, these tests will be implemented in accordance with the above-named clauses. This acceptance shall not be affected by the failure of such tests.

8.6 In case the Customer is in delay of acceptance or in case the performance is unjustifiably non-accepted or in case any obligation to cooperate, that is necessary for the acceptance, is infringed, the risk shall be addressed to the Customer after the provision period expired. The Customer shall reimburse the Contractor for any direct costs (security costs, storage costs, transport costs e.g.).

8.7 Apart from the above-mentioned, the risk shall be addressed to the Customer at the time of acceptance, at the time of transfer or at the time of expiry of the provision period.

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### **§ 9 Warranty**

9.1 The Contractor ensures that the provided performance complies with the agreed quality and is devoid of any material defects nullifying or reducing the suitability of the presumed or normal use. The Contractor ensures that the provided performance does not infringe any third-party rights. Any further warranty or guarantee shall not be accepted, unless otherwise explicitly approved by the Contractor in writing. Insignificant discrepancies from the agreed quality shall not be considered as a defect.

9.2 During the warranty period, any arising defect shall be promptly notified to the Contractor by the Customer in writing supported by the adequate documentation, so that remedial actions can be timely taken and all measures necessary for the inspection and the remedy of the defects can be ensured.

9.3 The Customer shall cooperate to remedy the defects and to mitigate the damage to a reasonable extent. Additionally, the Customer shall grant the Contractor the opportunity to remedy the defects. In case the Customer breaches its obligation to cooperate, the liability of the Contractor shall be limited or completely excluded accordingly.

9.4 A self-performance of the Customer or of its assistants in performance is not permitted, unless otherwise approved by the Contractor in writing.

9.5 As far as necessary the Customer shall, during the warranty period, document any defects, disorders or breakdowns in connection with the performance and shall notify the Contractor. If the Customer does not comply with its duty to observe and its duty to express its reservations and if this inaction is the reason behind the occurrence of the defect, the liability of the Contractor shall be reduced or excluded in proportion to the respective contribution.

9.6 If the Customer fails to promptly notify the defects, claims shall be excluded in case of a) insignificant discrepancies in the agreed quality; b) negligible discrepancies in the contractual specification; c) insignificant impairment of usability; d) natural wear-and-tear as; or e) damage occurring after the passage of risk for incorrect or negligent treatment, for non-compliance with the operating and the maintenance books, for non-compliance with instructions or recommendation of the Contractor, for third party interferences, for unauthorized changes of the subject of performance, for unauthorized self-repair, for excessive use, for unsuitable operating-material, for inadequate construction or installation, for inappropriate conditions or for damage occurring after the transfer of risk due to special external effects not provided in the Contract. If the Customer or a third party improperly undertakes construction or maintenance work or changes the work based on an engineering performance, no defect or liability claims shall be granted in connection with these undertakings.

9.7 Unless otherwise explicitly approved by the Contractor the warranty claims granted to the Customer shall not be transferable.

9.8 The Contractor shall not be liable for defects that do not fall within the scope of the subject of performance or the engineering performance.

9.9 Unless the Parties agree otherwise in the Contract, the Contractor shall determine the premises for remedying the defects. If for the repair of defects other locations are agreed or requested by the Customer, the Contractor shall be reimbursed by the Customer for any additional costs.

9.10 The Contractor shall choose to remedy the defect either by repairing or by replacing the defective part within without undue delay. The Customer shall ensure the availability and the transfer of the defective parts in a way that makes the Contractor able to proceed with the remedy process. The Customer shall withdraw from the Contract, if the defect significantly impacts the suitability of the intended use of the subject of performance.

9.11 In case the Customer constructs, based on the Contractor's engineering performance, the work by itself or by a third party, the Customer is only entitled to claim for a defect, if the Customer proves that the work was unsuccessfully repaired twice by itself or the third party. In such case only the Contractor's engineering performance shall be repaired.

9.12 For work that is not separately accepted (e.g. by written hand-over protocol), the limitation period is 12 months and shall start at the time of the completion of the work and shall cover the production, the maintenance or the alteration of any item (work or tangible result) including the related planning work (engineering performance). The limitation period for separate engineering performances is 12 months and shall start at the time of the acceptance.

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## § 10 Cancellation and Termination

10.1 The Customer is not entitled to an extraordinary termination from the Contract and shall not cancel its orders or give back the already received performances, if the end customer of the Customer extraordinarily terminates its contract, cancels its orders or does not accept the products.

10.2 The Customer is entitled to cancel orders only if approved by the Contractor in writing. In such case the Contractor is entitled to charge the Customer with a cancellation fee of 30% of the order's value in addition to the price of the already provided performances and the costs incurred.

10.3 The Contractor is entitled, after giving the Customer a reasonable grace period to fulfill the concerned obligation, to terminate the Contract, if the Customer fails to comply with its duty to cooperate or if the Customer is in delay of payment. Clause 8.2 shall apply accordingly.

10.4 In case of insolvency, settlement or similar proceedings regarding the financial asset of one contracting party or in case



a procedure in this respect has been initiated by one party, the other party is entitled to terminate the Contract. The termination shall be in writing.

10.5 Additionally to the above-mentioned possibilities of the contract's termination, the Customer is entitled to terminate the Contract in the following cases: a) if the Contractor is still in delay after being granted by the Customer a reasonable grace period of at least 14 business days or if the Contractor refuses the supply of performance; or b) if for the Customer there is no longer a reasonable ground to go further in the contractual relationship, as the Contractor has breached its contractual obligations and did not remedy this breach within the reasonable grace period granted by the Customer.

10.6 Any termination of the Contract shall only apply to the non-supplied or non-provided parts of performance at the date of termination. The Customer shall pay the adequate price for all supplies and performances that have been provided before the date of termination and the Contract is obligated to deliver all paid goods, work and services. In case the Contractor already started the provision of performance at the time of the termination, the Customer shall accept and pay the provided performance. Clause 8.2 shall apply accordingly.

10.7 Additionally to the above-mentioned possibilities of the contract's termination, the Contractor is entitled to terminate the Contract, if a change of the control of the Customer's company has occurred either directly or indirectly by the interference of any natural person, legal person or public authority after the conclusion of the Contract.

10.8 The Parties are entitled to ask for compensation for any additional costs or other expenses resulting from the termination of the Parties.

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## § 11 Liability

11.1 In accordance with the statutory provisions the Parties will be liable as follows:

11.2 The contractual and non-contractual liability of the Parties shall be limited to intentional misconduct and to gross negligence. In case of simple negligence, the Parties shall be liable only for a) damage due to an injury to life, body or health; b) damage due to a material breach of contractual obligations, essential for the contract fulfillment and necessary for its proper execution; in such case the liability of the Parties shall be limited to the compensation of common and foreseeable occurring damage; c) damage deriving from the mandatory statutory liability regulations. These above-enumerated conditions shall also apply for the liability of assistants of performance or legal representatives.

11.3 the Parties shall not be liable for any lost profits, financial

losses, losses of use, business inspection, capital costs, losses of interest, losses of production, losses of information, losses of data and missed savings. Additionally, the Parties shall not be liable for any other direct or indirect consequential damage, unless such damage is caused by gross negligence or by intent.

11.4 the Contractor shall not be liable for any damage due to the Customer's non-compliance with the Contractor's instructions and guidance. This shall also apply in case the Customer does not comply with the terms of use stipulated in the documentation of the performance or of the engineering performance.

11.5 The liability of the Parties shall be excluded in case of significant breach of the contractual duties by the other Party or in case the Party does not comply with its duty to cooperate.

11.6 the Parties shall not be liable for any infringement of granted or applied property rights, copyrights or other rights of third parties (jointly named "third party property rights"), stem from technical specifications, information, instructions, drawings or other documents or information received from the Parties for purpose of the provision of the performance. In such case the Parties shall indemnify the Parties for the infringement of third party property rights and shall bear, upon first demand, all costs, expenses and damage incurred as a result of the infringement of third party property rights.

11.7 the Contractor shall not be liable for any further technical information or advisory support gratuitously provided by the Contractor additionally to the contractual agreed scope of performance.

11.8 the Parties shall ensure that any liability of the Parties towards a third party does not exceed the Parties' liability limits and that the conditions of clauses 4.7 and 4.8 are fulfilled. The Parties shall indemnify the Parties for any claims by any of the Parties' contractual partners.

11.9 The overall liability of the Parties shall be limited to 10% of the contract value.

11.10 Any liability in connection with the Parties shall expire at the end of the limitation period, unless when mandatory statutory provisions apply.

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## § 12 Retention of Title

12.1 The Contractor shall retain a title to any results of the performance until the Customer has paid all claims arising from the business relation between the Contractor and the Customer. In case of a delayed payment, the Contractor shall have a right to claim for return without granting a grace period and without withdrawing from the Contract.

12.2 The Customer shall not pledge, create a security interest

or otherwise encumber the performance, unless the Contractor explicitly approves otherwise in writing.

12.3 Any claims of the Customer arising from reselling the performance or work of which the Contractor has the ownership right, shall be assigned to the Contractor in proportion to the amount of the provided performance. The Customer assigns, in the amount of Contractor's claims at the time of the contract conclusion, any accepted balance debts on current accounts.

12.4 In case the Customer processes the Contractor's performance or the Contractor's performance in connection with other products/works, the Contractor shall be considered as a manufacturer and shall obtain the right of co-ownership in proportion to the value of its performance. The Customer shall be considered as the depositary.

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### § 13 Data Protection

1. The Customer allows the Contractor to store up personal data (inventory and usage data) of the Customer in accordance with the data protection provisions, if the storage is necessary for the execution of orders.

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### § 14 Confidentiality

14.1 The Customer shall keep any directly or indirectly disclosed knowledge and information about the development, especially about any new developments, demonstrations, trials and conversations as well as any technical and commercial data or know-how (jointly named "Confidential Information") considered as strictly confidential towards third parties. Employees shall be bound by confidentiality unless not stipulated in their employment agreement.

14.2 Any Confidential Information shall be properly protected against external interference, exclusively used for purposes provided in the Contract and not be disclosed to third parties, unless the Contractor approves otherwise in writing. The Customer shall be liable for damage in case of non-compliance with this obligation.

14.3 The confidentiality obligation shall not apply to information or documents that are already publicly disclosed, that the Customer lawfully and without violating its contractual obligations received from a third party, that the Customer developed by itself or that are disclosed in compliance with the mandatory statutory provisions or court orders.

14.4 The duty of confidentiality between the Parties shall remain in force, even after the termination of Contract.

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### § 15 Software

15.1 If the subject of performance contains software (named "Software"), the Contractor shall grant the Customer a non-exclusive

right to use the Software in accordance with the Software's terms of use and documentation (if available). The Software and the form of the Software shall be unchangeable and the Customer guarantees the proper use of the Software in accordance with the Software's specifications and documentation. The Contractor is only entitled to transfer the above-named Software rights in connection with the transfer of the subject of performance. The Customer is entitled to create backup copies of the Software and to use those within the contractual scope of performance, only if approved by the Contractor.

15.2 Unless the Parties explicitly agree otherwise in the Contract, the Software shall not be transferred in machine-readable forms (object code).

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### § 16 Enticement of Employees

Notwithstanding the fact that a solicitation is investigated by the Parties or by an employee, the Parties shall not solicit any of the Parties employees during the execution of the order and during the subsequent year (12 months) after the fulfilment of the order. The Parties are entitled to claim damages, in case the Parties fail to comply with this obligation. The damages are limited to one year salary (before taxes) of the employee in question.

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### § 17 Suspension

17.1 The Parties are entitled to suspend the performance if: a) the Parties does not fulfill its payment obligations in accordance to clause 6.4 and is in delay of payment for more than 14 business days; b) the Parties have reasonable and serious reservations about the Parties' solvency or its imminent delay of payment; c) the provision of the Parties' performance is hindered by the national or international regulations or provisions, legally binding.

17.2 The Parties shall inform the Customer about the suspension of the performance regarding the above-named reasons. The Parties shall reimburse the Parties for any costs incurred as the result of this suspension.

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### § 18 Assignment

Any contractual or individual right obtained from the Parties shall not be assigned to third parties, unless the Parties explicitly approves otherwise in writing.

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### § 19 Force Majeure

19.1 In case of the occurrence of events and circumstances, that are beyond the Parties' control and that by the careful arrangement of commercial planning and by the exercise of reasonable diligence

the Parties were unable to prevent (for example environment related incidents, war, labor disputes, popular uprisings, shortages of raw material or energy, traffic or operational disruptions, fire or explosion damage, orders from the governmental competent authority, changes in regulations and provisions, archaeological findings) and that are hindering or adversely affecting the Parties' performance in a way the Parties are not able to fulfill its contractual obligations, the Parties are a) released from their contractual obligations, impacted by the cases of force majeure not only during its occurrence but also for a reasonable start-up period and b) not required to ask a third party for assistance with the aim of providing the performance. This shall also cover events and circumstances impacting the Parties' subcontractors or making the Parties' performance sustainably unprofitable.

19.2 In case such events last for more than 120 days, the Parties are entitled to terminate the Contract. The termination shall take effect 30 days after the receipt of notice. In case of such a termination, the Parties are entitled to demand payment from the Parties for the provided performances and compensation for costs incurred as a result of this termination.

19.3 Promptly after the occurrence of a case of force majeure, each party shall give the other party a notice, containing all necessary details. Additionally, the Parties shall jointly discuss reasonable actions to be taken.

19.4 In case of force majeure, the Parties, based on their duty to cooperate, shall take all possible and necessary measures that are in its scope of control in order to prevent or minimize further damage. Also, the Parties shall either promptly or within at least 3 business days inform the Parties in writing about the taken measures. In case the Parties omits their duty, the Parties shall be released from the liability and the Parties shall pay damages accordingly.

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## § 20 Export Regulations

20.1 The Contractor shall assure that the performance and the purpose of the Contract do not counteract any obstacles or prohibitions stemming from national and international regulations related to the execution of the Contract (in particular labor law and foreign trade law) or stemming from bilateral or multilateral agreements, embargoes or sanctions.

20.2 Furthermore, the Contractor shall assure that the transfer of the subject of performance to its customers (third parties) corresponds with the standards stipulated in clause 20 (including the national and international (re) export control law).

20.3 The Contractor shall comply with any applicable sanction and embargo regulation of the European Union, the United States of Amerika and the United Nations referring to companies, individuals, organizations or their business units as well as to national

restrictions. Any attempt of bypassing shall not be permitted. If the Customer breaches this obligation, it shall be fully liable for any material or immaterial damage accordingly.

20.4 In case export controls are necessary, the Contractor shall promptly provide the Customer with all necessary data, information and documents related to the end user, the destination and the intended use of the Contractors supplied subject of performance as well as to any relevant information about export control restrictions. The same applies to restrictions and controls of entry, residence and performance of work of the Contractor's employees and its subcontractors.

20.5 The Parties shall wholly indemnify the Parties for all claims asserted by authorities, institutions, countries or other third parties for non-compliance with the above-named mandatory or statutory provisions

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## § 21 Miscellaneous

21.1 The Agreement including these Conditions and the entire legal relationship between the Parties shall be governed by Norwegian law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other regulations about conflict of laws.

21.2 These Conditions shall be executed in English language.

21.3 Any dispute, controversy or claim arising out of this Agreement or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Norwegian Central Chamber of Commerce. The number of arbitrators shall be three. Each of the Buyer and the Seller could define one Arbitrator and the third one to be defined according to applicable local rules. The arbitration shall be held in Swedish and the arbitral proceedings shall be conducted in the English language.

21.4 To be effective, changes to these Conditions must be made in writing. The same shall apply to waivers of the written form requirement.

21.5 Implicit, verbal or written subsidiary agreements shall not be agreed. Any modifications or additions to the individual Contract, the order as well as to the order-related statements, promises, terminations, cancellations etc. shall only be effective when made in writing.