

1. GENERAL

- 1.1. Standard conditions of purchase for Randaberg Group and subsidiaries (RG) shall apply unless otherwise is agreed in writing. Any sales conditions referred to by seller shall be deemed not to apply, unless otherwise explicitly agreed in writing between the parties
- 1.2. Seller shall not enter into any contract for sub supply without the prior consent of RG

2. DOCUMENT AND DELIVERABLES FROM RG

- 2.1. Seller shall without undue delay notify RG of any defects, discrepancies or inconsistencies discovered in received documents related to the purchase.
- 2.2. In case seller receive goods from RG (for further processing, control or similar), seller shall within 48 hours make a visual inspection and immediately give notice to RG of any defects discovered by such inspection.
- 2.3. If seller does not notify RG in accordance with Art. 2.1 or 2.2 of any defects, discrepancies or inconsistencies discovered, and as a result, RG incurs direct extra costs in connection with the Work which are not covered by insurance, or loses rights or guarantees, then all such costs incurred shall be borne by seller.

3. HSE AND QUALITY ASSURANCE

- 3.1. Seller shall have an implemented and documented HSE and quality assurance system. Relevant system requirements based on ISO 9001, ISO 14001 and ISO 45001 or similar shall be complied with.
- 3.2. RG and personnel authorised by RG shall have the right to undertake audits and verification of seller's and sub-suppliers' quality management and systems for ensuring implementation of and compliance with sellers HSE and quality management systems.

4. PROGRESS AND DELIVERY

- 4.1. The supplier shall perform the services in accordance with the specified requirements and time schedule defined in the confirmed purchase order.
- 4.2. If in seller's opinion the work cannot be carried out in accordance with the schedule set out in the confirmed purchase order, he shall promptly notify RG accordingly. Further seller shall inform about the measures which he considers appropriate to limit the delay
- 4.3. In case of delayed delivery, seller shall pay liquidated damages of 0,25% of the purchase order value for each calendar day of delay. Total liquidated damages shall not exceed 10 % of the purchase order value. The purchase order value shall be defined as total value of the initial purchase order and any additional orders under the same purchase order.
- 4.4. In case the purchase order includes goods, delivery shall be DDP the agreed place of delivery (Incoterms 2020).
- 4.5. Title and risk of loss or damage shall pass to RG at delivery
- 4.6. In case of partial payment, title shall pass to RG gradually in line with payment made, even though the goods are in custody of the seller. Notwithstanding transfer of title, the risk of loss or damage of the goods shall remain with the Supplier as set out in Art. 4.4.

5. CHANGES

- 5.1. RG has the right to order changes to the goods or service which in the RG's opinion are desirable. The seller has a duty to carry out such variations provided they are within what the parties could reasonably have expected when entering into the agreement.
- 5.2. If the seller finds that the notified variation will result in changes to the price or the time

of delivery, he shall notify RG in writing prior to implementation of the variation. If the seller fails to do so, he loses the right later to claim price increase or extension of the delivery time as a result of the variation

- 5.3. Compensation for variations shall be in accordance with the original price- and profit level in the agreement. Should the changes result in savings for the seller, these should automatically be credited to RG.

6. PAYMENT

- 6.1. Unless otherwise agreed, payment shall be made within 45 days of receipt by RG of a fully documented, correct, and undisputed invoice.
- 6.2. All invoices shall be sent to post@rgroup.no, refer to purchase order number and clearly state what the amounts relate to. Invoices which do not meet these requirements will be returned.
- 6.3. In case part of the amount in the invoice is disputed, RG shall pay the undisputed part within the due date.

7. WARRANTY AND DEFECTS

- 7.1. Seller is liable for any defect which occurs in the warranty period. Unless otherwise agreed, the warranty period expires 24 months after delivery. The warranty period shall be extended with the time the goods are out of service due to a defect.
- 7.2. If seller cannot rectify a defect within reasonable time after being notified of it, then RG shall be entitled to rectify the defect itself or to engage a third party to do so. In such case seller shall pay the necessary costs of rectification, provided RG acts in a reasonable manner.

8. TERMINATION DUE TO BREACH OF CONTRACT

- 8.1. RG is entitled to terminate the purchase order with immediate effect by notifying seller when
 - a) RG has become entitled to be paid maximum liquidated damages in accordance with Art. 4.3, or
 - b) Seller is, or it is evident that he will be, in substantial breach of contractual terms agreed, or
 - c) Seller becomes insolvent or stops his payments
- 8.2. Upon termination of the purchase order, RG is entitled to take over from seller the goods, materials, and other rights necessary to enable RG to complete the deliverables, either by itself or with the assistance of others.
- 8.3. Seller is entitled to be paid for the part of the work performed and for material and equipment taken over by RG in accordance with Art. 8.2, less any amounts due from seller to RG caused by the breach of contract or for other reasons.

9. TERMINATION FOR CONVENIENCE

- 9.1. RG shall be entitled, at RG's convenience, to terminate the purchase order with the consequence that the performance of the work ceases.
- 9.2. When such termination occur, RG shall pay to seller
 - a) The unpaid balance due to seller for that part of the work already performed, and
 - b) All costs incurred by seller in connection with materials ordered prior to receipt of the notice of cancellation by seller, and

- c) All necessary and documented expenses incurred by seller in connection with the cancellation

10. INTELLECTUAL PROPERTY

- 10.1. Unless otherwise agreed, RG shall gain exclusive proprietary right to the results of the service acquired. This might be result from studies, drawings, software programs or similar.

11. FORCE MAJEURE

- 11.1. Neither of the parties shall be considered in breach of an obligation under the purchase order to the extent the party can establish that fulfilment of the obligation has been prevented by Force Majeure.
- 11.2. The party invoking Force Majeure shall, as soon as possible, notify the other party of the Force Majeure situation.
- 11.3. If a Force Majeure situation lasts without interruption for 90 days or more, or it is evident that it will do so, then each party shall have the right to cancel the purchase order by notice to the other party.
- 11.4. Force Majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the agreement and could not reasonably have avoided or overcome it or its consequences.

12. INSURANCE

- 12.1. The seller shall always maintain adequate insurances, minimum in line with local legal requirements and mutual indemnities according to Art. 13
- 12.2. Seller shall also have a general third party and product liability insurance of minimum MNOK 10
- 12.3. Seller shall, at the request of RG, produce certified copies of the policies or insurance certificates with the necessary information

13. INDEMNITY

- 13.1. Seller and RG shall indemnify each other against all claims related to
- Injury to or death of any person employed or provided by seller or RG, and
 - Damage to or loss of sellers or RG's property
- and which arises out of or is in connection with the performance of the work. The indemnities shall apply irrespective of cause.

14. CONFIDENTIALITY

- 14.1. All information concerning RG and RG customers products, drawings and similar made available to seller through the cooperation with RG, shall be treated as confidential and only used to fulfill the agreed work. Seller is responsible for any loss incurred by RG caused by seller's breach of this confidentiality provision.

15. NORWEGIAN LAW AND DISPUTES

- 15.1. The agreement shall be governed by and interpreted in accordance with Norwegian law.
- 15.2. Disputes arising in connection with or as a result of the agreed work, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. The court proceedings shall be brought before Stavanger District Court