

- 1. DEFINITIONS**
- 1.1 The purchase agreement (hereinafter called "Agreement") consists of purchase orders, these general terms, technical documentation and other documents that are made a part of the Agreement by specific reference. These General Terms of Purchase are supplementary to the Purchase Order.
- 1.2 The purchase price (hereinafter called "Purchase Price") shall mean the Supplier's total compensation for the Supply in accordance with the purchase order, as amended in accordance with clause 9.
- 1.3 The supply (hereinafter called "Supply") shall mean all products, services, documentation, equipment, materials, drawings, software, software licenses and other items to be supplied by Supplier to Roxel in accordance with the Agreement.
- 1.4 "Roxel" refers to Roxel Infra AS and Roxel Promech AS Kanalvegen 2, 4033 Stavanger, NORWAY.
- 1.5 "Supplier" refers to the party who will sell and deliver the Supply to Roxel in accordance with this Agreement.
- 1.6 The end-user (hereinafter called "End-user") shall mean Roxel, the customer of Roxel, or customer's customer meaning the party eventually using the Supply for its intended purpose.
- 2. DRAWINGS, DOCUMENTS AND SOFTWARE**
- 2.1 All drawings and technical documents intended for use during the manufacturing of the Supply or parts hereof submitted to one of the parties by the other party before, in connection with or after the signing of the Agreement shall belong to the party, which has handed over the material.
- 2.2 Detailed information and drawings delivered by Supplier as basis for the installation, operation and maintenance of the Supply, shall remain the property of Roxel. Such information and drawings must be sufficiently detailed to enable Roxel to install, start-up, operate and maintain all parts of the Supply.
- 2.3 The Final acceptance of project documentation will be when contract work shall be taken over by the End-user through taking over proceedings. All documentation and permanent marking on Supply shall be in Norwegian language.
- 2.4 When the Supply includes software, Supplier should grant Roxel a non-exclusive and indefinite license to the software for the use of Roxel and End-user.
- 2.5 All new software releases related to the Supply and issued and released by Supplier within 5 (five) years after actual date of delivery of the Supply, shall be given to Roxel free of charge.
- 2.6 Roxel shall be entitled to modify, adjust and/or upgrade the software for his own costs in order to satisfy Roxel or End-user's applications. All rights including intellectual property rights to this modified, adjusted and/or upgraded software (hereinafter called "Application Software") shall remain the sole and exclusive property of Roxel.
- 3. PERFORMANCE TESTS**
- 3.1 If relevant, performance test(s) shall be performed and included in Supplier's delivery. This test shall in particular satisfy the requirements specified in this Agreement. This test shall in general also verify the compliance of the Supply with rules and regulations and its fitness to perform the intended tasks. Supplier shall keep the necessary spare parts for his Supply in order to avoid delays of the delivery due to occurrences during the performance test.
- 3.2 In the absence, or lack of completeness of the procedures for the performance test, the Supply shall satisfy the requirements of generally accepted and applicable standards or specifications.
- 3.3 Unless otherwise specified, the performance test will be performed during normal working hours at Supplier's or his subcontractor's premises. Supplier shall render possible for a representative of Roxel and/or End-user to attend the performance test by giving sufficient notice. Supplier shall as soon as possible after the performance test transmit a test report verifying the result of the test to Roxel and End-user.
- 3.4 If any part of the Supply is found defective or not in accordance with the Agreement, Supplier must remedy the defect as soon as possible in order to ensure that the Supply complies with the Agreement.
- 3.5 With respect to performance test held at Supplier's premises, Supplier shall bear all costs connected with the performance test except costs incurred by Roxel and/or End-user due to their attendance at the test. With respect to tests held at Roxel premises or at any other site requested by Roxel beyond the requirements in the Agreement, then Roxel shall bear all extra costs incurred as a result of change of location for this test.
- 4. PURCHASE PRICE, TIME AND TERMS OF DELIVERY**
- 4.1 The Purchase Price in the Agreement is fixed and firm, and is all inclusive of by way of example, but not limited to cost of adequate packing, tests, documentation and other similar costs, but exclusive of value added tax. No additional fees, charges or the like unless specifically stated in the Agreement, will be accepted.
- Supplier shall be solely responsible for all taxes assessed or imposed on supplier and shall fulfil all legal, administrative and accounting requirements. Supplier hereby indemnifies End-user from and against all claims/losses whatsoever connected with any taxes assessed or imposed on.
- 4.2 The Supply shall be delivered, properly packed and marked, at the agreed place and at the agreed time of delivery.
- Properly packed means such packing or other protection which are required under the actual transportation conditions to prevent damage to or deterioration of the Supply until arrival at the place of delivery. The Supply is complete only when all necessary documentation is delivered or available at agreed place. Unless otherwise agreed, part deliveries are not accepted
- Unless otherwise agreed, the terms of delivery are DDP (Incoterms 2020) at agreed place.
- 4.3 If Supplier has reason to expect that any part of the Supply will be delayed, written notice shall immediately be given to Roxel about this. Supplier shall without undue delay and within 2 days after such warning give written notice about:
- a) The reason for and the extent of the delay
b) Efforts done or planned by Supplier to avoid or reduce the delay
- If there is reason to expect that the Supplier's attempts to avoid or reduce the delay are insufficient, Roxel can require Supplier – for his own costs - to take those relevant and reasonable measures deemed to be sufficient by Roxel
- 4.4 If the delay is due to force majeure, or circumstances, which are Roxel responsibility, Supplier can ask for an extension of the delivery time in accordance with clause 9, provided that such request is forwarded without undue delay.
- 4.5 The Supply, including confirmations, packages, invoices, shipping documents and the like, shall as a minimum be clearly marked with Roxel purchase order number, item number and project name/number if provided.
- 4.6 Supplier shall mark the Supply in conformity with the applicable EU directives and any national rules relating to marking. If CE marking is required, Supplier shall attach a manufacturer's declaration of conformity or a certificate of conformity.

- 4.7 Roxel reserves the right to return the Supply if inadequately marked, at Supplier's cost and risk.
- 4.8 An updated delivery/progress report should be submitted no later than Monday at 12:00 hours every week, unless otherwise agreed. The purpose of this report is to document that Supplier will meet the delivery date.
- 5 TITLE**
- 5.1 Title to any material, equipment or other item to be provided or supplied by Supplier to Roxel part of the Supply shall pass to Roxel on the date;
- 5.1.1 any such material, equipment or item is identified as a part of the Supply; or
- 5.1.2 payment with respect to such item or relevant portions thereof is made; or
- 5.1.3 upon termination of the Agreement for any reason; whichever of the foregoing shall first occur.
- 5.2 Supplier recognises Roxel and/or End-user's ownership and title to the Supply and any and all Roxel provided items, together with any document or item furnished by Roxel to Supplier during the term of the Agreement.
- 5.3 Supplier shall not have the right to withhold the Supply as security for claims on Roxel, even if the parties are in disagreement about payment.
- 5.4 Supplier guarantees that any part of the Supply to which Roxel holds title shall not be subject to any lien, any sub-supplier's retention of title or any other encumbrance. No such lien shall be granted by supplier during the performance or production of the Supply. Should any claim by Supplier or sub-suppliers or his affiliated companies be made against any part of the Supply, including but not limited to an action for or against title, Supplier will defend such claim and take necessary actions to clear the title. Supplier also hereby agrees to defend, indemnify and hold Roxel, End-user, Roxel other suppliers or Roxel affiliated companies harmless from and against all losses, expenses or other consequences of any such claim.
- 5.5 Any item to which Roxel holds title and which remains in the possession of Supplier or any sub-suppliers of Supplier, shall be marked and otherwise identified by Supplier as being the property of Roxel and/or End-user and shall be stored and maintained separately from other property.
- 5.6 Supplier shall, upon Roxel request, have its bank or other financial institution acknowledge to Roxel that there are no liens or encumbrances, which would conflict with Roxel title as aforesaid.
- 6 INVOICING, PAYMENT AND AUDIT**
- 6.1 Roxel shall pay the Purchase Price to Supplier. Unless otherwise agreed, payment of undisputed parts of the invoice is due within 45 days after a correct invoice was received.
- 6.2 Each invoice shall concern only one purchase order. Partial invoicing will not be accepted unless otherwise agreed. If partial invoicing is agreed, the invoice lines shall have clear reference to the corresponding purchase order lines or payment milestone. Further, Supplier shall not issue more than one invoice per purchase order per month.
- 6.3 Roxel or his representative shall have the right to audit all documentation concerning supplies from Supplier or his sub-contractor, which will be paid or reimbursed by Roxel. Roxel shall have this right for the duration of the Agreement and for two calendar years following the year in which delivery was effected.
- 6.4 Invoicing shall be electronic. EHF invoice template is available on request. All invoices shall be marked with project number, the order number / P.O. number and Roxel contact person. The invoice can also be sent to the following email addresses: faktura@roxel.no.
- 7. ASSIGNMENT AND SUB-CONTRACTING**
- 7.1 Supplier shall not assign the Agreement or part thereof, nor sub-contract any part of the Supply, without the written approval of Roxel. Use of contract labour and minor purchases do not require such approval.
- 7.2 Roxel can assign his rights and obligations according to Agreement to a third party.
- 7.3 Supplier shall include in any agreement with its sub-suppliers all relevant provisions of the Agreement including without limitation, such provisions as are specifically required to be included. In particular, the agreement may with Supplier's sub-suppliers shall contain provisions:
- 7.3.1 stating that the agreement may be assigned to Roxel;
- 7.3.2 Roxel may at any time enter into the agreement and take over Supplier's rights and obligations;
- 7.3.3 Protecting Roxel title to the Supply or parts thereof.
- 7.4 If Supplier shall do any installation work or other work on End-user Site, unless otherwise agreed, relevant Roxel contract obligations with end-customer are valid for the supplier for their work.
- 8. QUALITY ASSURANCE, INSPECTIONS AND PO CONFIRMATION**
- 8.1 Supplier shall have an established quality assurance system According to applicable ISO-9001 standard. Roxel shall unless otherwise agreed, approve the quality assurance system. Later revisions of this system are to be approved by Roxel Supplier is responsible for his sub-suppliers' deliveries, quality system and documentation.
- 8.2 Supplier shall check for errors and omissions in Roxel documentation and supplies, and give Roxel written notice without undue delay if such error or omissions are detected.
- 8.3 Roxel or his authorised representative shall have the right to make any inspection or test at the facilities of Supplier and his sub-suppliers which Roxel deems necessary in order to ensure Supplier's contractual obligations and delivery of the Supply. Supplier shall give any assistance necessary.
- Roxel or his representative can also demand inspection of test reports, material certificates, calculations, etc.
- 8.4 Neither inspections and/or tests as described in clause 3, nor Roxel approval of Supplier's technical documentation or other documents, shall relieve Supplier of any of his obligations according to the Agreement.
- 8.5 Roxel order shall promptly, or latest within 5 working days, be confirmed by Supplier by returning it accepted and signed. If Supplier fails to return the order confirmation within 5 working days, Roxel order shall be deemed to have been accepted without comments. Roxel is entitled to cancel the order without cost to Roxel if the order confirmation is not in accordance with the order or if not received within 5 working days. If Supplier's standard terms and conditions are referred to or stated in the order confirmation, they will be regarded as not applicable for the Agreement.
- 8.6 Supplier shall at all times ensure that the work is performed in a safe and secure manner and in accordance with all applicable laws
- 9 VARIATION ORDERS**
- 9.1 Roxel may give or Supplier may request, a variation order (hereinafter called "Variation Order") specifying increases or reductions in scope, character, quality, kind or performance of the Supply or any part of these, as well as changes in delivery time, provided that these variations are within what could reasonably have been expected by the parties when the Agreement was entered into.
- 9.2 Before Roxel issues a Variation Order, Supplier shall, within 5 days after receipt of inquiry, give Roxel a specification containing the following:

<p>a) Description of the scope of the Variation Order. b) Effect on Purchase Price. c) Effect on delivery time.</p>		<p>When rectification work is carried out on End-user Site, Supplier shall pay any travelling and accommodation costs for his personnel.</p>
<p>Lack of such specification shall be considered as acceptance of Variation Order without impact on Purchase Price or delivery time, and the Variation Order will confirm this.</p>	12.2	<p>If the delivery of the Supply is delayed beyond the agreed delivery date, Roxel can, unless otherwise agreed, claim a penalty of 0,2 % of the Purchase Price, but not less than NOK 1,500, for each calendar day the Supply is delayed.</p>
<p>9.3 Roxel shall decide upon Supplier's specifications as mentioned in clause 9.2 after receipt of such specifications.</p>		<p>Supplier's cumulative liability for this penalty for late delivery is limited to 10% of the total purchase price. This limitation of liability shall not apply if the supplier has caused the delay wilfully or through gross negligence.</p>
<p>9.4 A deviation with respect to the quantities stated in the contract for items that are to be calculated on the basis of unit rates (adjustable items), shall not constitute a change for the purpose of these provisions unless the deviation significantly exceeds that which the contractor ought to have taken into consideration when the contract was entered into.</p>	12.3	<p>Roxel may terminate this Agreement with immediate effect by giving written notice to Supplier due to one or more of the following situations:</p>
<p>9.5 If the claim for an adjustment of the amount payable relates to circumstances in which the contract's unit rates are applicable, these unit rates shall be used.</p>		<p>a) Supplier becomes insolvent. b) Supplier is in substantial breach of the Agreement. c) If Supplier is late in delivery and Roxel is due the maximum penalty under clause 12.2, notwithstanding any other provisions of clause 12.3.</p>
<p>The unit rates shall also form the basis for the settlement if the basis for the adjustment of the amount payable derives from work that in general is like work for which unit rates have been stipulated. The parties shall in such a case be entitled to demand that the unit rates be adjusted to take account of the deviation. The adjustment shall reflect the price level of the original unit rates.</p>	12.4	<p>Subject to Roxel termination of the Agreement in accordance with this clause 12 or clause 13, Roxel shall have the option to take delivery of the parts of Supply under construction and/or finalised per date of termination. Supplier shall in such event deliver and transfer to Roxel in accordance with Roxel instructions free of any liens and encumbrances the Supply in its current status and all products, materials, services, documentation, equipment, drawings, software, software licences and other items to be supplied by Supplier in accordance with the Agreement. Roxel shall in such event compensate Supplier according to the Supply's current status meaning percentage completion of the Supply. Furthermore, if Roxel has terminated the Agreement in accordance with clause 12.3, or this clause 12.4, then the accumulated penalty shall be credited Roxel, or deducted from Roxel total compensation to Supplier.</p>
<p>9.6 Otherwise if not specified, the effects of the Variation Order will be established through negotiations</p>		
<p>9.7 A Variation Order shall be referred to as such. It shall contain a complete description of the effects of the Variation Order for the Agreement. Effects not stated in the original Variation Order, shall be described in an addendum to the Variation Order.</p>		
<p>9.8 The Variation Order shall, upon Roxel request, be implemented even if the parties have not reached an agreement concerning the effects of the Variation Order.</p>		
<p>10. CANCELLATION</p>	12.5	<p>Neither party shall in any circumstances be liable for any indirect or consequential losses suffered by the other party.</p>
<p>10.1 Roxel can cancel the Agreement by informing Supplier in writing. Roxel shall in such event pay to Supplier for work already performed and duly documented, and any other reasonable and unavoidable direct expenses incurred by Supplier due to the cancellation.</p>	13.	<p>FORCE MAJEURE</p>
<p>No cancellation fee shall be paid for Roxel termination according to clause 12.</p>	13.1	<p>Neither party shall be considered to be in default in performance of his obligations under this Agreement to the extent it can be proved that such performance has been prevented due to Force Majeure.</p>
<p>11. WARRANTY</p>	13.2	<p>Any party intending to claim Force Majeure, shall immediately give written notice to the other party.</p>
<p>11.1 Supplier guarantees that the Supply conforms to the technical documentation, and that any design and engineering performed by Supplier is suitable for the intended purpose and use of the Supply.</p>	13.3	<p>If a Force Majeure situation continues without interruption for 30 days or more, each of the parties shall be entitled to terminate the Agreement by written notice. Roxel can require title to the Supply in its present condition at the time of cancellation, by paying a proportional part of the Purchase Price.</p>
<p>11.2 Unless otherwise agreed, the warranty period expires 2 years after the Supply has first been taken into use for End-user's intended purpose.</p>		
<p>11.3 If Supplier has carried out any rectification work during the warranty period, a new 24 (twenty four) months warranty period comes into effect for that part of the Supply which has been rectified, starting on the completion date for the rectification work; unless the remaining part of the warranty period as described in clause 11.2 is longer.</p>	14.	<p>INSURANCE</p>
<p>12. DEFAULT</p>	14.1	<p>Supplier shall take out insurance covering the Supply and Roxel provided items under Supplier's custody until delivery has been effected. Supplier must have proper liability insurance and workers compensation insurance for his personnel, as applicable.</p>
<p>12.1 Should defects occur during the warranty period set out in clause 11.2 and 11.3, Supplier shall immediately, or, later if so required by Roxel, make the necessary rectification at no cost to Roxel.</p>	14.2	<p>Unless otherwise agreed, the contractor shall keep insured the part of the contract work that has been completed at any given time, materials for which the client has paid in advance, and materials which the client has delivered into the contractor's possession. The client shall be co-insured. The insurance contract shall take the form of a first-loss insurance policy.</p>
<p>Should Supplier not be able to rectify the defect within a reasonable period after the claim, then Roxel can himself, or let a third party do the rectification work at Supplier's cost and risk. Roxel shall in such case inform Supplier in writing without delay.</p>	14.3	<p>Unless otherwise agreed, the contractor shall have a liability insurance. The insurance shall cover the liability in law for any damage caused by the contractor or its sub-contractors to the person or property of the client or a third party in connection with the execution of the contract work. The insurance sum shall not be less than 150 G.</p>

- 14.4 Unless otherwise agreed, the insurance shall be issued subject to terms and conditions that are customary for the type of work the contractor and its sub-contractors are to carry out. Certificates for every insurance policy taken out shall be produced to the client on demand.
- 15 LIABILITY AND INDEMNIFICATION**
- 15.1 As otherwise provided for herein, Roxel and Supplier shall indemnify and hold each other harmless from any claim concerning:
- a) injury to or death of their employees and
 - b) loss of or damage to their respective properties
- 15.2 Roxel and Supplier will indemnify and hold each other harmless from any claims of whatever nature for damage or loss of third parties' equipment and assets or death or injury of third parties' personnel, as a result of Roxel respectively Supplier's operations under this Agreement.
- 16. PATENTS ETC.**
- 16.1 Supplier is responsible for that the Supply and the use of it do not infringe any third parties' patents or other industrial rights.
- 17. CONFIDENTIALITY**
- 17.1 Each party should maintain confidential all information received from the other party in connection with this Agreement. Roxel shall however have the right to transfer such information to a third party to the extent that this is necessary in connection with manufacturing and use of the Supply.
- 17.2 Supplier shall not make public any information in connection with this Agreement without Roxel approval, such approval not to be unreasonably withheld.
- 18. LAW**
- 18.1 This Agreement shall be governed by and construed according to Norwegian Law.
- 18.2 The parties hereto agree that any legal dispute arising out of this Agreement shall be brought before the Stavanger City Court.