

GENERAL TERMS OF PURCHASE



1. DEFINITIONS

- 1.1 The purchase agreement (hereinafter called "Agreement") consists of purchase orders, these General Terms of Purchase, 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 If the Supplier uses general or specialised terms that conflict with or differ from these General Terms of Purchase, such terms shall not apply to the delivery, or be construed as a part of the Agreement unless expressly confirmed by WELL CLEANUP through a written statement in the purchase order.
- 1.3 Business days (hereinafter called "Business Days") means any day except Saturday, Sunday or any other day on which commercial banks located in Norway are authorized or required by law to be closed for business.
- 1.4 Claims (hereinafter called "Claims") means all claims (including those for property damage, environmental damage, personal injury, illness, disease, maintenance, cure, loss of consortium, loss of support, or death), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines and/or penalties, causes of action of any kind (including actions in rem or in personam), obligations, costs, judgments, interest and awards (including payment of reasonable attorneys' fees and costs of litigation), of any kind or character, whether under judicial proceedings, administrative proceedings or otherwise, arising out of, or in any way relating to the Supply, and expressly including any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns.
- 1.5 Intellectual property rights (hereinafter called "IPR") shall mean all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; (f) semiconductor chips, mask works and the like; and (g) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under any applicable laws of any jurisdiction throughout in any part of the world.
- 1.6 "Supplier" refers to the party who will sell and deliver the Supply to WELL CLEANUP in accordance with this Agreement.
- 1.7 The end-user (hereinafter called "End-user") shall mean WELL CLEANUP, the customer of WELL CLEANUP, or customer's customer, meaning the party eventually using the Supply for its intended purpose.
- 1.8 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.
- 1.9 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 WELL CLEANUP in accordance with the Agreement.

- 1.10 "WELL CLEANUP" refers to WELL CLEANUP AS, Kanalarmen 10, 4033 Stavanger, NORWAY and/or "WELL CLEANUP SERVICES" refers to WELL CLEANUP SERVICES AS, Dyrholten 34, 5954 Mongstad, NORWAY. If the purchasing Party to which these General Terms of Purchase apply is WELL CLEANUP SERVICES, reference in this Agreement to WELL CLEANUP shall for such purposes be considered as reference to WELL CLEANUP SERVICES. The Supplier and WELL CLEANUP and/or WELL CLEANUP SERVICES will collectively be referred as "Parties" and individually as a "Party".

2. CONFIDENTIALITY AND OWNERSHIP – INTELLECTUAL PROPERTY

- 2.1 Valid NDA must be signed between the Parties prior to exchange of drawings and/or other confidential information, including regarding IPR. Unless otherwise agreed between the Parties, each Party should maintain confidential all information received from the other Party in connection with this Agreement, however, WELL CLEANUP shall 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.
- 2.2 The Supplier shall not make public any information in connection with this Agreement without WELL CLEANUP's approval, such approval not to be unreasonably withheld.
- 2.3 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.
- 2.4 WELL CLEANUP's IPR and industrial secrets, including specifications, drawings, formulae and models of which Supplier becomes aware, shall remain the property of WELL CLEANUP and shall not be used for any purpose other than solely the direct performance of the obligations under the Agreement in accordance with these General Terms of Purchase. Nothing in the Agreement and/or these General Terms of Purchase shall be construed as a transfer of ownership or license of WELL CLEANUP's IPR to the Supplier or any other party concerned. IPR and industrial secrets referred to shall be treated highly confidentially and shall not be published, copied, reproduced or otherwise made available to third parties, including subcontractors, without the prior written consent from WELL CLEANUP given on a case by case basis, and, in the event that WELL CLEANUP provides such consent, any confidential information or IPR must be disclosed in writing and specifically identified as a "trade secret" with the same obligation imposed on the relevant third party to obtain prior written consent from WELL CLEANUP for any further disposal.
- 2.5 Any adjustments made by the Supplier to the delivery to accommodate for the WELL CLEANUP's order, specifications or needs in general, including in order to fit or integrate with the WELL CLEANUP's products and/or business, where the Supplier gains access to or otherwise obtains information about WELL CLEANUP's IPR, shall not confer any ownership or rights to the resulting IPR upon the Supplier. WELL CLEANUP retains exclusive ownership of any IPR arising from such adjustments.
- 2.6 The Supplier shall not use, register, obtain or try to obtain any trademarks or trade names, either the same or similar,

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- relating to WELL CLEANUP's equipment or products, anywhere in the world.
- 2.7 Detailed information and drawings delivered by Supplier as basis for the installation, testing, operation and maintenance of the Supply, shall remain the property of WELL CLEANUP. Such information and drawings must be sufficiently detailed to enable WELL CLEANUP to install, start-up, operate and maintain all parts of the Supply.
- 2.8 When the Supply includes software, the Supplier should grant WELL CLEANUP a non-exclusive and indefinite license to the software for the use of WELL CLEANUP and/or the End-user.
- 2.9 All rights including IPR to the software and documentation related to the Supply delivered to WELL CLEANUP shall remain the sole and exclusive property of Supplier. This software and any such documentation shall not be sublicensed.
- 2.10 All new software releases related to the Supply and issued and released by Supplier within 2 (two) years after actual date of delivery of the Supply, shall be given to WELL CLEANUP free of charge.
- 2.11 WELL CLEANUP shall be entitled to modify, adjust and/or upgrade the software for his own costs in order to satisfy WELL CLEANUP and/or End-user's applications. All rights including IPR to this modified, adjusted and/or upgraded software shall remain the sole and exclusive property of WELL CLEANUP.
- 3. PERFORMANCE TESTS**
- 3.1 If relevant, performance test(s) (FAT) shall be performed and included in the Supplier's delivery. This test shall in particular satisfy the requirements specified in the 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. The Supplier shall keep the necessary spare parts for its 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 its subcontractor's premises. The Supplier shall render possible for a representative of WELL CLEANUP and/or End-user to attend the performance test by giving written notice to WELL CLEANUP and/or the End-user at least 15 (fifteen) days prior to the performance test and schedule the test at a mutually agreed time to ensure WELL CLEANUP's and/or End-user's attendance. The Supplier shall as soon as possible after the performance test transmit a test report verifying the result of the test to WELL CLEANUP and/or End-user.
- 3.4 If any part of the Supply is found defective or not in accordance with the Agreement, the Supplier must remedy the defect within 20 (twenty) Business Days or within a time otherwise agreed in writing with WELL CLEANUP in order to ensure that the Supply complies with the Agreement. No payments related to delivery will be due until all defects are remedied to WELL CLEANUP's satisfaction and the Supply has successfully passed a re-test, if relevant. If the defects are not remedied within the agreed timeline, WELL CLEANUP shall have the right to terminate the Agreement and claim damages from the Supplier.
- 3.5 With respect to performance test held at Supplier's premises, the Supplier shall bear all costs connected with the test

except costs incurred by WELL CLEANUP and/or End-user due to their attendance at the test. If the performance test reveals non-compliance, in relation to clause 3.1 and clause 3.2 of these General Terms of Purchase, the Supplier shall bear all costs associated with re-testing, if relevant, including costs incurred by WELL CLEANUP and/or End-user to attend the re-test. With respect to tests held at WELL CLEANUP's premises or at any other site requested by WELL CLEANUP beyond the requirements in the Agreement, then WELL CLEANUP shall bear all extra costs incurred as a result of change of location for this test. Any costs resulting from delays, re-testing, or change of location necessitated by the Supplier's fault shall be borne entirely by the Supplier.

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.
- 4.2 Upon request by WELL CLEANUP, the Supplier shall, at his own cost, provide a bank guarantee acceptable to WELL CLEANUP within thirty (30) days after such request, or such guarantee as may be approved by WELL CLEANUP such as a parent company guarantee. If so requested, the guarantee shall, in any event, be furnished to WELL CLEANUP prior to submission of the first invoice. WELL CLEANUP will require a bank guarantee or parent company guarantee when advance payment milestones are included in the Agreement.
- 4.3 In addition to that specified in the purchase order, the delivery shall include everything which should naturally accompany it, such as packing, certificates and other necessary documentation according to requirements stated in the purchase order and accompanying documents. Unless otherwise agreed in writing, the Supplier shall be responsible for the delivery being complete with regard to both execution of the delivery and the Supply being delivered. 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 when everything specified in this clause 4.3 is delivered or available at agreed place, including agreed documentation and/or certificates. If the place is not specifically indicated, all deliveries are to be made to the purchasing WELL CLEANUP company listed in clause 1.10. If transport instructions are not specified in the purchase order, instructions shall be obtained before dispatched. Unless otherwise approved by WELL CLEANUP, part deliveries are not accepted.
- Unless otherwise agreed, the terms of delivery are DDP WELL CLEANUP (Incoterms 2020).
- 4.4 If the Supplier has reason to expect that any part of the Supply will be delayed, written notice shall immediately be given to WELL CLEANUP about this. The Supplier shall within 10 (ten) days after such warning give written notice about:
- The reason for, and the extent of the delay.
 - 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, WELL CLEANUP can require Supplier – for his own costs - to take all necessary steps to expedite the rate of progress, included, but not limited to, re-scheduling activities, supplying

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- additional manpower, equipment and facilities, as may be required by WELL CLEANUP. In such an event, a new delivery time shall be agreed upon in accordance with clause 9, but the proposed time shall primarily be based on WELL CLEANUP's reasonable requirements.
- 4.5 If the delay is due to Force Majeure, or circumstances, which are WELL CLEANUP's 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.
- 4.6 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 the Supplier will meet the delivery date.
- 4.7 If the Supplier fails to provide WELL CLEANUP with the notices as referred to in clause 4.4, or if the delay is caused by gross negligence or wilful misconduct on the part of the Supplier, its subcontractors, or its sub-suppliers, WELL CLEANUP may, instead of penalty in accordance with clause 12.2, claim compensation for all loss suffered due to the delay.
- 4.8 If delivery does not take place at the agreed time, including the extended agreed time as specified in clause 4.4, WELL CLEANUP shall have the right to terminate the Agreement.
- 4.9 The Supply, including confirmations, packages, invoices, shipping documents and the like, shall as a minimum be clearly marked with WELL CLEANUP's purchase order number and project name/number if provided.
- 4.10 The Supplier shall mark the Supply in conformity with the applicable EU directives and any national rules relating to marking. If CE marking is required, the Supplier shall attach a manufacturer's declaration of conformity or a certificate of conformity.
- 4.11 WELL CLEANUP reserves the right to return the Supply if inadequately marked, at Supplier's cost and risk.
5. **TITLE**
- 5.1 Title to any material, equipment or other item to be provided or supplied by Supplier to WELL CLEANUP as part of the Supply shall pass to WELL CLEANUP on the date; payment with respect to such item or relevant portions thereof is made; or
- 5.1.1 upon termination of the Agreement for any reason; whichever of the foregoing shall first occur.
- The Supplier shall nevertheless carry the liability for the Supply until delivered according to terms stated in clause 4.
- 5.2 The Supplier recognises WELL CLEANUP and/or End-user's ownership and title to the Supply and any and all WELL CLEANUP's provided items, together with any document or item furnished by WELL CLEANUP to the Supplier during the term of the Agreement, including any modifications, improvements, or derivatives thereof, whether created by the Supplier or its sub-suppliers.
- 5.3 The Supplier shall not have the right to withhold the Supply as security for claims on WELL CLEANUP, even if the Parties are in disagreement about payment.
- 5.4 The Supplier guarantees that any part of the Supply to which WELL CLEANUP 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 the Supplier during the performance or production of the Supply. Should any Claim by the Supplier or sub-suppliers or its affiliated companies be made against any part of the Supply, including but not limited to an action for or against title, the Supplier shall, at its sole cost, defend such Claim and take necessary actions to clear the title. The Supplier also hereby agrees to defend, indemnify and hold WELL CLEANUP, End-user, WELL CLEANUP's other suppliers or WELL CLEANUP's affiliated companies harmless from and against all losses, expenses or other consequences of any such Claim.
- 5.5 Any item to which WELL CLEANUP holds title and which remains in the possession of the Supplier or any sub-suppliers of Supplier, shall be marked and otherwise identified by the Supplier as being the property of WELL CLEANUP and/or End-user and shall be stored and maintained separately from other property. The Supplier shall also ensure that the specified items are not subject to any mortgage security to benefit of the Supplier, its subcontractors or sub-suppliers, or third parties.
- 5.6 The Supplier shall, upon WELL CLEANUP's request, have its bank or other financial institution acknowledge to WELL CLEANUP that there are no liens or encumbrances, which would conflict with WELL CLEANUP's title as aforesaid. Failure to provide such acknowledgment shall entitle WELL CLEANUP to withhold payments or terminate the Agreement immediately without incurring any liability or further obligations to the Supplier.
6. **INVOICING, PAYMENT AND AUDIT**
- 6.1 WELL CLEANUP shall pay the Purchase Price to the Supplier. Unless otherwise agreed, payment of undisputed parts of the invoice is due within 45 (forty-five) days after a correct invoice was received. The Supplier shall submit its invoice(s) (together with all forms, invoices, documents or other information which WELL CLEANUP may reasonably require) as soon as reasonably practicable after the contractual delivery has taken place, and in any event within 90 (ninety) days after the delivery, unless otherwise agreed between the Parties. WELL CLEANUP is not obliged to pay invoices submitted after such 90 (ninety) days' period.
- 6.2 Invoicing must be addressed to the relevant WELL CLEANUP company and be clearly marked according to the instructions in the purchase order. Invoices shall be sent to Well Cleanup AS - invoice@wellcleanup.no / Well Cleanup Services AS - invoice@wellcleanup.no.
- 6.3 Each invoice shall concern only one purchase order, state the order number and any other references required by the relevant WELL CLEANUP company. 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, the Supplier shall not issue more than one invoice per purchase order per month.
- 6.4 Relevant WELL CLEANUP company is entitled to deduct any prepayments and accrued penalties against the Supplier's invoices. Furthermore, any disputed or insufficiently documented amounts, as well as any amounts owned by the Supplier to the relevant WELL CLEANUP company may be set-off against the Supplier's invoices. The relevant WELL CLEANUP company shall have the right to withhold disputed amounts until final agreement or determination has been made.
- 6.5 WELL CLEANUP 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 the relevant WELL CLEANUP company. The audit shall be conducted upon reasonable prior notice and during regular business hours. The Supplier and its subcontractors must maintain all relevant documentation in an accessible format for the duration of the Agreement and for a minimum of 2

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(two) calendar years following the year in which delivery was effected, or longer if required by applicable laws or regulations.

7. ASSIGNMENT AND SUB-CONTRACTING

7.1 The Supplier shall not assign the Agreement or part thereof, nor sub-contract any part of the Supply, without the written approval of WELL CLEANUP. Use of contract labour and minor purchases do not require such approval. If written approval is granted for subcontracting the Supply, such approval shall not relieve the Supplier of any of its obligations or liabilities under the Agreement.

7.2 WELL CLEANUP can assign his rights and obligations according to Agreement to a third party, including but not limited to its affiliates, successors, or assigns. The Supplier shall cooperate fully with WELL CLEANUP to ensure the effective transfer of rights and obligations to such third party.

7.3 The Supplier shall ensure that all agreements with its subcontractors and/or sub-suppliers incorporate all relevant provisions of this Agreement, including without limitation, such provisions as are specifically required to be included. In particular, such agreements shall specifically contain the following provisions:

7.3.1 that WELL CLEANUP has the right to require the assignment of the agreement to WELL CLEANUP without the need for further approval or consent from the subcontractor and/or sub-supplier;

7.3.2 that WELL CLEANUP shall have the right, at its sole discretion and at any time, to step into the agreement with the subcontractor and/or sub-supplier and take over Supplier's rights and obligations, without affecting any rights or remedies available to WELL CLEANUP under this Agreement;

7.3.3 that WELL CLEANUP's title to the Supply, or any parts thereof, is protected, as stipulated under this Agreement.

8. QUALITY ASSURANCE, INSPECTIONS AND PO CONFIRMATION

8.1 The Supplier shall have an established quality assurance system meeting the requirements of the latest edition of ISO-9001 standard or other internationally acceptable quality standard appropriate for the delivery. WELL CLEANUP shall unless otherwise agreed, approve such quality assurance system, including any later revisions or updates of such system. The Supplier is responsible for his subcontractors and/or sub-suppliers' deliveries, quality system and documentation.

8.2 The Supplier shall check for errors and omissions in WELL CLEANUP's documentation and supplies, and give written notice if such errors or omissions are detected without undue delay, and, in any case, no later than 5 (five) Business Days after detection.

8.3 WELL CLEANUP or his authorised representative shall have the right to conduct any inspection or test at the facilities of Supplier and its sub-suppliers, if WELL CLEANUP deems such inspection or test necessary in order to ensure that the delivery is made in accordance with the quality assurance system, that the delivery is otherwise in accordance with the purchase order and that Supplier's contractual obligations are fulfilled. The Supplier, and if appropriate, its sub-suppliers, shall, at the request of WELL CLEANUP and without costs to WELL CLEANUP, give any assistance necessary when such inspections and tests are conducted.

Supplier or his representative can also demand inspection of test reports, material certificates, calculations, etc. WELL CLEANUP shall give reasonable notice as to when such tests and inspections may be carried out. The Supplier shall immediately correct any errors and defects found, and clause

3.4 of these General Terms of Purchase shall apply in such cases accordingly. Notwithstanding any tests and inspections carried out or not carried out, the Supplier shall not be released from any part of the risk or responsibility for ensuring that the delivery is in accordance with the purchase order.

8.4 Neither inspections and/or tests as described in clause 8.3, nor WELL CLEANUP's approval of Supplier's technical documentation or other documents, shall relieve the Supplier of any of its obligations according to the Agreement.

8.5 The Supplier shall maintain records of all quality control measures, test results, certificates, and related documentation for a minimum of 2 (two) calendar years after delivery. WELL CLEANUP shall have the right to access and review these records upon request to verify compliance with the Agreement.

8.6 WELL CLEANUP's order shall promptly, or latest within 5 (five) Business Days after receiving such an order, be confirmed by Supplier by returning it accepted and signed. If Supplier fails to return the order confirmation within 5 (five) Business Days after receiving such an order, WELL CLEANUP's order shall be deemed to have been accepted without comments. WELL CLEANUP is entitled to cancel the order without cost to WELL CLEANUP if the order confirmation is not in accordance with the order or if not confirmed within 5 (five) Business Days after receiving such an order. The Supplier shall not be entitled to bring any claim against WELL CLEANUP upon such cancellation. 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.

8.7 The order confirmation shall always state the Purchase Price, and the time and place of the delivery.

9. VARIATION ORDERS

9.1 WELL CLEANUP may give or the 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 If the Supplier requests a Variation Order or in response to WELL CLEANUP's inquiry, the Supplier shall, within 5 (five) days after receipt of an inquiry from WELL CLEANUP or, if requesting the Variation Order itself, at the time of such request, give WELL CLEANUP a specification containing the following:

- Description of the scope of the Variation Order.
- Effect on Purchase Price.
- Effect on delivery time.

Lack of such specification shall be considered as acceptance of Variation Order without any impact on the Purchase Price, delivery time, or the imposition of any additional obligations on WELL CLEANUP, and the Variation Order shall explicitly confirm this understanding.

9.3 WELL CLEANUP shall decide upon Supplier's specifications as mentioned in clause 9.2 within 10 (ten) Business Days after receipt of such specifications. WELL CLEANUP retains the right to request clarifications before making a final decision. Upon WELL CLEANUP's acceptance of the Supplier's specifications, the Variation Order shall be considered agreed upon, and the Supplier shall proceed with its implementation in accordance with the terms specified in

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<p>this clause 9 of these General Terms of Purchase. If WELL CLEANUP does not accept the specification within 10 (ten) Business Days or request any clarifications, the Supplier shall not proceed with the variation until further agreement is reached.</p> <p>9.4 Compensation for variation work shall be determined in accordance with the following principles: a) by utilizing existing agreed rates for the Services; b) where comparable rates have not been determined, compensation shall be agreed between the Parties reflecting the general pricing level in the purchase order.</p> <p>9.5 A Variation Order shall be referred to as such and shall contain a complete description of all effects of the Variation Order on the Agreement. Any effects not stated in the original Variation Order, shall be described in an addendum to the Variation Order, signed by both Parties. The Supplier shall not commence work on any variation without written confirmation of the Variation Order.</p> <p>9.6 The Variation Order shall, upon WELL CLEANUP's request, be implemented and performed without undue delay, even if the Parties have not reached an agreement concerning the effects of the Variation Order.</p> <p>9.7 All obligations, warranties, and liabilities under the Agreement shall apply in full to all variations made in accordance with this clause 9 of these General Terms of Purchase.</p> <p>10. CANCELLATION</p> <p>10.1 WELL CLEANUP may, at any time, cancel the Agreement by informing the Supplier in writing. WELL CLEANUP shall in such event pay to Supplier for work already performed and duly documented, and any other reasonable and unavoidable direct expenses incurred by the Supplier due to the cancellation. In addition to this a cancellation fee shall be paid, equalling the lower amount of: a) Four per cent of the Purchase Price. b) Six per cent of that part of the Purchase Price, which has not been paid before the cancellation date.</p> <p>No such cancellation fee shall be paid for WELL CLEANUP's termination of the Agreement according to clause 3.4, 4.8, 5.6, 12, or 13 of these General Terms of Purchase.</p> <p>11. WARRANTY</p> <p>11.1 The Supplier guarantees that the Supply conforms to all technical specifications and documentation, that any design and engineering performed by Supplier is suitable for the intended purpose and use of the Supply and that the Supply is clean and in good mechanical condition. The Supplier further guarantees that the Supply is manufactured in accordance with good workmanship, and industry standards, and that it will be free from defects in materials, workmanship, and design for the duration of the warranty period.</p> <p>11.2 Unless otherwise agreed, the warranty period expires 24 (twenty-four) months 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> <p>12. DEFAULT</p>	<p>12.1 Should defects occur during the warranty period set out in clause 11.2 and 11.3, the Supplier shall immediately, or later if so instructed by WELL CLEANUP, make the necessary rectification at no cost to WELL CLEANUP. Failure to commence rectification within 5 (five) Business Days after so instructed shall be deemed a substantial breach of the Agreement.</p> <p>Should Supplier not be able to rectify the defect within a reasonable period after the claim, as specified by WELL CLEANUP, then WELL CLEANUP can itself, or let a third party do the rectification work at Supplier's cost and risk. WELL CLEANUP shall in such case inform the Supplier in writing without delay. The same shall apply if WELL CLEANUP should suffer a material disadvantage in having to wait for such rectification by the Supplier. The Supplier shall reimburse WELL CLEANUP for all reasonable costs incurred for such rectification within 14 (fourteen) days of receiving an invoice from WELL CLEANUP.</p> <p>When rectification work is carried out offshore or abroad, the Supplier shall pay any travelling, board and accommodation costs for its personnel.</p> <p>WELL CLEANUP can also claim compensation for defects according to existing regulations.</p> <p>12.2 If the delivery of the Supply is delayed beyond the agreed delivery date, WELL CLEANUP can, unless otherwise agreed, claim a penalty of 0,5 % of the Purchase Price for each calendar day the Supply is delayed. The Supplier's cumulative liability for this penalty for late delivery is limited to 25% of the total Purchase Price. This limitation shall not apply if the delay is caused by gross negligence or wilful misconduct on the part of the Supplier.</p> <p>12.3 WELL CLEANUP may terminate this Agreement with immediate effect by giving written notice to Supplier due to one or more of the following situations: a) If the Supplier becomes insolvent. b) If the Supplier is in substantial breach of the Agreement. c) If the Supplier is late in delivery and WELL CLEANUP is due the maximum penalty under clause 12.2, notwithstanding any other provisions of clause 12.3. d) If otherwise prescribed in these General Terms of Purchase.</p> <p>12.4 Subject to WELL CLEANUP's termination of the Agreement in accordance with this clause 12 or clause 13, WELL CLEANUP shall have the option to take delivery of the parts of Supply under construction and/or finalised per date of termination. The Supplier shall in such event deliver and transfer to WELL CLEANUP in accordance with WELL CLEANUP's 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 the Supplier in accordance with the Agreement. WELL CLEANUP shall in such event compensate the Supplier according to the Supply's current status meaning percentage completion of the Supply. Furthermore, if WELL CLEANUP has terminated the Agreement in accordance with clause 12.3, then the accumulated penalty shall be credited to WELL CLEANUP, or deducted from WELL CLEANUP's total compensation to Supplier. WELL CLEANUP reserves the right to claim further damages or remedies in accordance with applicable law, including but not limited to costs incurred for engaging third parties to complete the Supply or rectify deficiencies.</p> <p>12.5 Neither Party shall, in any circumstances, be liable for any indirect or consequential losses suffered by the other Party.</p>
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13. FORCE MAJEURE

13.1 Force majeure means any act or event that renders it wholly or partially impossible for the affected Party to perform its obligations under the Agreement or delays such affected Party's ability to do so, when such act or event (a) is beyond the reasonable control of the affected Party, (b) is not due to the fault or negligence of the affected Party, and (c) could not have been avoided by the affected Party by the exercise of reasonable diligence (hereinafter called "Force Majeure"). 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.

13.2 Any Party intending to claim Force Majeure, shall immediately give written notice to the other Party. Such notice shall also include the cause of the delay and the presumed duration thereof.

13.3 If a Force Majeure situation continues without interruption for 30 (thirty) days or more, each of the Parties shall be entitled to terminate the Agreement by giving 5 (five) days written notice to the other Party. WELL CLEANUP can require title to the Supply in its present condition at the time of cancellation, by paying a proportional part of the Purchase Price. Subject to the foregoing and/or any other compensation or reimbursement provided for in the applicable purchase order, each Party shall otherwise bear its own costs for the Force Majeure event.

14. INSURANCE

14.1 The Supplier shall, at its own expense, take out and maintain insurance with reputable insurance carriers, covering the Supply and WELL CLEANUP's provided items under Supplier's custody until delivery has been effected. The Supplier must have proper liability insurance and workers compensation insurance for its personnel, as applicable. The Supplier shall at WELL CLEANUP's request within 14 (fourteen) Business Days of such request, submit the certificates of insurance and proof of premium payment to confirm the insurance arrangements. The Supplier shall ensure that any subcontractors and/or sub-suppliers have corresponding insurances.

14.2 All insurance policies provided by the Supplier shall be endorsed to provide WELL CLEANUP with at least 20 (twenty) days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon WELL CLEANUP's request name WELL CLEANUP on the policies as an additional insured and loss payee, as applicable. The Supplier shall be responsible for paying any deductibles due on any claims under such insurance policies.

14.3 If the Supplier fails to effect or maintain any of the insurances required under these General Terms of Purchase, WELL CLEANUP shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Supplier.

15. LIABILITY AND INDEMNIFICATION

15.1 As otherwise provided for herein, WELL CLEANUP and the Supplier shall indemnify and hold each other, its subsidiaries and affiliated or related companies, and each of its and their representatives, harmless from any Claim concerning:

- personal or bodily injury to, sickness, disease, or death of their employees, contractors or personnel, and
- loss of or damage to their respective properties, which may arise in connection with the Agreement.

This applies regardless of any form of liability, whether strict or by negligence.

15.2 WELL CLEANUP and the Supplier will indemnify and hold each other, its subsidiaries and affiliated or related companies, and each of its and their representatives, 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 WELL CLEANUP or respectively Supplier's operations under this Agreement, but only to the extent arising out of the negligence of the indemnifying Party (or that of its personnel).

16. PATENTS ETC.

16.1 The Supplier warrants and represents that the Supply and the use of it does not infringe any third parties' patents, trademarks, copyrights, trade secrets, or other industrial or intellectual property rights, whether registered or unregistered, in any jurisdiction. The Supplier shall be liable for, and hereby agrees to indemnify and hold WELL CLEANUP, its affiliated or related companies, and each of its and their representatives, harmless from and against any and all Claims for damages arising out of or in connection with any such infringement.

17. COMPLIANCE

17.1 The Supplier agrees to secure the health, safety, and welfare of workers, visitors, and contractors and to protect the public from health and safety risks. The Supplier shall adhere to all applicable laws, regulations, and industry standards relevant to its operations. The Supplier further agrees to undertake periodic assessments, provide adequate training, and implement systems to monitor and mitigate health and safety risks.

17.2 The Supplier agrees to proactively participate in the protection of the environment in relation to its business operations, while complying with applicable laws and regulations. This includes obtaining and maintaining all necessary environmental approvals, permits, and registrations.

17.3 The Supplier agrees to operate in compliance with all applicable human rights standards, international regulations, and best practices. This includes, but is not limited to, adherence to the internationally recognized human rights outlined in the following documents:

- The United Nations International Covenant on Economic, Social, and Cultural Rights;
- The United Nations International Covenant on Civil and Political Rights;
- The International Labour Organization's (ILO) Core Conventions on Fundamental Rights and Principles at Work;
- The United Nations Guiding Principles on Business and Human Rights.

17.4 The Supplier shall ensure that it does not engage in or support any practices that violate the rights stated in clause 17.3 of these General Terms of Purchase. The Supplier is obligated to prevent and mitigate any potential or actual human rights risks within its operations and supply chain, as well as to take appropriate measures to promote and protect the well-being of all individuals involved in its operations. This commitment encompasses ensuring fair labor practices, safe working conditions, non-discrimination, and the prohibition of forced and child labor.

GENERAL TERMS OF PURCHASE



17.5 Failure to comply with the standards set out in this clause 17 shall constitute a substantial breach of the Agreement, entitling WELL CLEANUP to terminate the Agreement and claim damages from the Supplier.

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.

18.3 If any provision of these General Terms of Purchase violates or is unenforceable under the applicable law of the jurisdiction in which activities hereunder are performed, that provision shall be deemed void and the remaining provisions shall remain in full force and effect unless it relates to material obligations, invalidity of which adversely affects the material obligations of the Parties pursuant to these General Terms of Purchase.