

1. DEFINITIONS

«Agreement» means the documents that form the basis of the Parties' rights and obligations, including any Certex Norge Purchase Order, Framework Agreement or orders from Axel Johnson International AB-Lifting Solutions, or these general terms etc.

«Delivery» means the goods and services, including documentation, the Supplier is to deliver according to the Agreement.

«Claim» means any cost, demand, legal proceedings, claims, actions, fines, penalties, obligation or liabilities of any nature, including legal costs on a full indemnity basis, arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

«Buyer» means the entity issuing the Purchase Order.

«Consequential Loss» means loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (if any), and whether or not foreseeable at the effective date of the Contract.

«Contract» means the contract comprising the Purchase Order and these conditions.

«Supplier» means the person named as the supplier of the Goods, in the Contract and includes as appropriate the Supplier's Affiliates, heirs, executors, administrators, successors, and permitted assigns.

«Subcontractor» means the Supplier's sub-suppliers and suppliers of any tier, its and their respective parents, subsidiaries and Affiliates, agents, representatives, employees, directors, officers and/or assigns.

«Contract Price» means the price of the Goods.

«Defect» means any part or aspect of the Goods, which is not in compliance with the requirements of the Contract.

«Delivery Date» means the date stipulated in the Contract for delivery by Supplier of the relevant Goods.

«Goods» means each article or thing, or any part thereof, described in the Contract to be purchased by the Company.

2. TECHNICAL REGULATIONS

- (a) Company specifications, if given, shall be used for the production and assembly of the Delivery.
- (b) All drawings, documents and other information sent to the Supplier from the Company are solely the Company's property and shall be returned at Company's request.
- (c) Tools, designs or other fixed accessories supplied by the Company to the Supplier or paid by the Company in connection with the Delivery are solely the Company's property and shall be returned at the Company's request.
- (d) The Company is always entitled to make the necessary controls and inspections at the Supplier's premises.
- (e) All Deliveries must conform to the specifications of the order, be of good quality and suitable for the purpose of delivery. Data on printed materials, sample grades, etc., which the Supplier supplies or refers to in connection with offers, is binding on the Supplier.
- (f) The Supplier warrants that all work relating to the Delivery is professionally performed in accordance with the applicable industry standard and that the Delivery is in full compliance with what has been agreed.
- (g) The Delivery shall be in accordance with applicable laws and regulations.
- (h) For all deliveries of products and services that are subject to regulations (EC Directive 2006/42 / EC) or other applicable EU directives, the regulatory and technical documentation and declarations are covered by the Delivery. All products must be manufactured and labelled in accordance with applicable EU regulations.
- (i) Products in the Deliveries shall be manufactured and delivered in accordance with the respective requirements of applicable EU directives, including:
 - Textile slings in accordance with EN 1492-1
 - Round slings in accordance with EN 1492-2
 - Lashing equipment in accordance with EN 12195
 - Steel wire in accordance with EN 12385 & EN 13411
 - Steel wire slings in accordance with EN 13414 3.

3. ENVIRONMENT

- a) The Supplier should avoid or minimize negative impacts on the environment in fulfilling his obligations under the Agreement.
- b) The Supplier shall as far as possible use materials for packaging that can be recovered or recycled.

4. INSURANCE

The Supplier shall establish necessary and adequate insurance coverage for all work and equipment used in the Delivery, as well as for liability and damage that may be incurred on the Company or third party's life or property. The Company may require documentation of the insurance coverage and extent of the insurance

5. INVOICING AND PAYMENT

The Supplier must forward an invoice in a form satisfactory to the Buyer to the Company's No 935708745 in EHF format. If not possible invoice in pdf format must be sent to e-mail address: invoice@certex.no for payment of invoices on the Contract.

The Company require that the Supplier furnish satisfactory documentary evidence of the validity of an invoice and any amounts claimed in an invoice. The Company shall pay the undisputed amount of each correct and substantiated invoice within a minimum of 30 days of the date upon which the Supplier's invoice is received unless otherwise agreed.

6. TAXES

- (a) The rates or prices specified in the Contract include all taxes unless otherwise specified herein
- (b) Supplier will comply with all Legal Requirements relating to taxation.
- (c) If Company is required by Legal Requirements to make withholdings or deductions from payments otherwise due to Supplier, then Company may do so, and the amount so withheld will be deemed to have been paid to Supplier.
- (d) Unless shown otherwise, all charges and amounts payable by one party to another under the Contract are stated exclusive of VAT or their equivalent. For each taxable supply the Supplier will be entitled to charge the Company for any VAT payable subject to the following:
 - i) The Supplier must provide a valid tax invoice (or a valid adjustment note) to the recipient in respect of the taxable supply and will include in the tax invoice (or adjustment note) the required by the VAT laws of the country of registration of Company. The Company is not obliged to pay the VAT unless and until the Company has received a tax invoice (or an adjustment note) for that supply.
 - ii) If the actual VAT liability of the Supplier differs from the VAT paid by the Company, the Supplier will promptly create an appropriate valid adjustment note, and the Company will pay to the Supplier any amount underpaid, and the Supplier will refund to the Company any amount overpaid.
 - iii) If any Party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to VAT for which that Party or the representative member of any VAT group of which that Party is a member is entitled to an input tax credit.

7. SUBCONTRACTING

The Supplier is obliged to ensure that any Subcontractors' deliveries meet the standards and quality requirements specified by the Agreement. All Subcontractor's liability is payable by the Supplier, and any Claim that may be made against the Subcontractor may also be applied to the Supplier.

8. CHANGES

- a) Within what could reasonably be expected at the conclusion of Agreement, the Company may require changes to the Delivery, as well as changes to the Progress Plan.
- b) If the Company requires changes, the Supplier shall without undue delay inform about any impact on quality, price and progress.
- c) If the Supplier discovers any need for changes, the Company shall be notified in writing as soon as this becomes clear to the Supplier.
- d) Changes must be approved by the Company by written change order before they are implemented.
- e) Compensation for changes shall be in accordance with the Agreement's original price level. If changes result in savings for the Supplier, the Company shall be credited with this.
- f) Upon receipt of a change order, the Supplier shall without undue delay initiate this, even though the effect of the change order on price, progress plan and other terms of the Agreement has not yet been established.
- g) The Company may, by written notice to the Supplier, cancel the Delivery in full or in part with immediate effect. After such cancellation, the Company shall only cover documented and necessary expenses incurred as a direct consequence of the cancellation.

9. DOCUMENTATION

- 1) All required documentation, including required documentation in accordance with applicable EU directives and standards, forms an integral part of the Delivery.
- 2) Inadequate or missing documentation triggers liability for the Supplier.

10. INCOTERMS 2020

Where the Contract includes a term included in Incoterms 2020, the rules and definitions governing that term in Incoterms 2020 will apply, except to the extent that they conflict with any provision of the Contract.

11. BREACH OF CONTRACT

11.1 Delay

- a) There is a delay when the Supplier fails to deliver under the terms of the Agreement unless the delay is due to circumstances with the Company.
- b) If the Delivery has such Defects that it is not suitable for use for its purpose, the Company may choose to equate this with delay.
- c) The Supplier is liable for delay in accordance with item 8.2.

11.2 Liquidated damages of delay

- a) Unless otherwise agreed, in the event of delay, the damages accrue with 1% of the value of the delayed goods for each commencement week until contractual delivery takes place, or in case of cancellation, until the cancellation date. However, the overall damages shall not exceed 10% of the value of the delayed goods.
- b) If the delay is due to the Supplier or anyone the Supplier answers to having revealed gross negligence or intention, the Company may, instead of damages, Claims for the loss suffered by the Company as a result of the delay.
- c) The Company may terminate the Agreement with immediate effect at any delay which is not insignificant. In such case, the Company will be entitled to compensation.

11.3 Defects/ Warranty

- a) The Supplier is responsible for any Defect in the Delivery in accordance with Clause 8.4.
- b) After delivery, the Company shall examine the Delivery within a reasonable period of time. The Company is not under an obligation to examine the Delivery before it reaches the destination. The Company's duty to investigate the Delivery applies correspondingly when the Supplier has made a replacement or repair.
- c) The Company loses the right to Claim Defect if the Company does not complain within a reasonable time after the Defect was discovered. If the Company does not complain within 24 months after delivery took place, the Company cannot claim Defect at a later date unless the Supplier has assumed responsibility for Defects for a longer period of time. The corresponding complaint period for replacement or repaired parts is from the time the replacement or repair has taken place. The complaint deadlines do not run as long as corrections or other activities that are required for proper contractual fulfilment are performed.

11.4 Effects of Defects

- a) If the Company complains, the Supplier shall begin to rectify the Defect immediately. Remedy may be postponed if the Company has a reasonable reason for requiring it. Remediation shall be carried out at no cost to the Company.
- b) If the Supplier has not rectified the Defect within a reasonable time, the Company is entitled to either themselves or through others repairing the Defect at Supplier's expense and risk or demanding a price reduction. The same applies if it will cause a significant disadvantage for the Company to await the Supplier's remedy. In such cases, The Supplier shall be notified in writing before rectification.
- c) The Company may Claim compensation for loss suffered as a result of a Defect. Such replacement is limited to direct loss unless the Supplier or anyone he answers to has manifested gross negligence or intent.
- d) The Supplier is liable for Defects in the goods for one (1) year from the date the goods are taken into use by the Company's customer, but not more than two (2) years from the date of delivery. The Supplier is also liable for errors in previously delivered goods, provided that the errors are of the same kind or may be related to the same cause as errors discovered within the said period. The latter is also valid for errors discovered after the warranty period expired.
- e) The Company may terminate the Agreement if
 - i) the Defect results in material breach of Contract;
 - ii) the Supplier becomes insolvent or, provided that the error is not of an immaterial kind / an intellectual property;
 - iii) the Defective goods have not been repaired or replaced without delay.

11.5 Indemnity and compensation

- a) The Supplier shall indemnify the Company if the Delivery involves any third-party patent or other intellectual property rights, except when this is a necessary consequence of the Company's specifications and the Supplier did not know or should have known that such intervention was present.
- b) The Company may Claim compensation for all damages and costs arising from personal injury or damage caused by the Delivery or its use.
- a) Defects and delays due to Subcontractors
If a delay or Defect is due to a third party whom the Supplier has commissioned to fully or partially fulfil the Delivery, the Supplier is free from liability only if third parties would also be exempted from item 9 below. The same applies if the delay or Defect is due to a supplier that the Supplier has used, or to someone else in previous sales.

11.6 Exclusions of Consequential Loss

Except for liquidated damages or other amounts that become payable under the express terms of the Contract, no party will be liable to any other party for any indirect or Consequential Loss or damage, including, but not limited to, loss of profit, loss of use, loss of revenue or loss of opportunity.

12. FORCE MAJEURE

- a) Force majeure means an event beyond a party's control which he could not reasonably have expected to have considered at the time of entering into the Agreement or avoided or overcome the consequences.
- b) There is no breach of Contract to the extent that it is proved that compliance with the Agreement has been prevented due to force majeure. Each Party must cover its costs due to force majeure.
- c) Any Party wishing to invoke force majeure shall as soon as possible inform the other Party of the force majeure situation, its reason and the expected duration.
- d) The Company is entitled to terminate the Agreement if the force majeure situation lasts, or it is clear that it will last for more than 60 days.

13. PRIORITY

In case of conflict, the Agreement's various documents shall be given the following priority:

- (i) Purchase Order
- (ii) Special Terms (if any)
- (iii) Framework Agreement with Company or Axel Johnson International, Lifting Solutions (if any)
- (iv) The Company's General Terms and Conditions
- (v) Other attachments to a possible Framework Agreement in the order they are listed in the Framework Agreement
- (vi) Company request and related offer basis
- (vii) Offer from Supplier

Note: Changes in pricing after Purchase Order has been issued, based on already agreed upon prices, will not be accepted before new Purchase Order has been issued.

14. CHOICE OF LAW AND JURISDICTION

- 1) These general terms and conditions are subject to and are to be interpreted in accordance with Norwegian law.
- 2) Disputes that may arise in connection with or as a result of these General Terms and Conditions, which are not resolved on an amicable basis, shall be settled by ordinary lawsuit. The agreed jurisdiction is the Company's jurisdiction.

15. CODE OF CONDUCT

The Company expects all Suppliers, to comply with Certex Norge AS and the Axel Johnson International AB's, Company's Code of Conduct.