

Terms and conditions

for the

Agreement

for the

design, delivery and installation of SMR-components at Oslo Gardermoen

The parties hereto are the Purchase and Contractor identified in the "Agreement for the design, delivery and installation of SMR-components at Oslo Gardermoen", individually referred to as a **"Party"** and collectively as the **"Parties"**.

1. Definitions

"Contract" means the Agreement for the design, delivery and installation of SMR-components at Oslo Gardermoen, these terms and conditions together with all its appendices.

"Contract Object" means the object to be supplied by the Contractor pursuant to the Contract or any individual component thereof.

"Contract Price" means the total amount the Purchaser shall pay to the Contractor for fulfilment of the Contractor's contractual obligations, as this amount has been increased or decreased in accordance with the provisions of the Contract.

"Contractor" means the party responsible for the design, supply and installation of the Deliverables under this Contract.

"Day" means a calendar day.

"Deliverables" means the Contract Object and documentation, as well as all other contributions to be made or arranged by the Contractor under the Contract, including transport of the goods. Referred to as Delivery/Deliveries/Deliverables in Appendix A.

"Effective Date" means the date on which this Contract is signed by both Parties.

"Equipment" means all tools and all parts necessary for the Deliverables.

"Force Majeure" means an unforeseeable event beyond the control of a Party, and of a kind that could neither have been expected by such Party at the Effective Date, nor that such Party could have been reasonably expected to avoid or prevent the consequences of such event.

"Original Contract Price" means the original agreed remuneration excluding VAT. The Original Contract Price also includes the original agreed estimate of remuneration for services that are to be settled as cost-plus work.

"Purchaser" means the party acquiring the Deliverables under this Contract (also named as "Client" in appendices).

"Purchaser's Contributions" means any supply/contribution to be supplied by the Purchaser as specified in Appendix F.

"Subcontractor" means a supplier who has taken responsibility for parts of the obligations covered by the Contractor's contract with the Purchaser.

"Third Party" means any person or entity other than the Contractor, the Subcontractors and the Purchaser.

"Time Schedule" means the Time Schedule, milestones, deadlines, Delivery Date and other time requirements set out in Appendix C, as amended from time to time pursuant to the Contract.

“Variation” means any change, addition, omission, replacement, modification or other adjustment to the Deliverables, the Time Schedule, the Contract Price or any other part of the Contract that is instructed or agreed pursuant to clause 11. For the avoidance of doubt, ordinary coordination, detailing, optimization, clarification of the Contract requirements, minor adjustments and other measures that naturally fall within the Contractor’s obligations to complete the Deliverables in accordance with the Contract shall not constitute a Variation.

“Variation Order” means a written instruction issued by the Purchaser pursuant to clause 11 that approves and instructs the implementation of a Variation.

“Variation Request” means a written request submitted by the Contractor pursuant to clause 11 requesting:

- (i) a Variation Order;
- (ii) an adjustment to the Contract Price;
- (iii) an extension of time; and/or
- (iv) any other amendment to the Contract resulting from circumstances for which the Purchaser bears the risk.

“Disputed Variation Order” means a written instruction issued by the Purchaser pursuant to clause 11 requiring the Contractor to proceed with work that is the subject of a dispute pending final resolution of the Parties’ disagreement.

“Warranty Inspection” means the Purchaser’s inspection for defects or flaws to be performed within the Warranty Period.

“Warranty Period” means the period set out in clause 23.2, during which the Contractor, free of any compensation, shall repair or remedy any defect, non-conformity or deviation from the Contract not caused by the Purchaser.

“Without Undue Delay” means as soon as reasonably practicable, and in any event no later than 14 Days, unless otherwise agreed.

2. Contract documents and rules of interpretation

2.1. Contract documents

The Contract consists of the "Agreement for the design, delivery and installation of SMR-components at Oslo Gardermoen" (the signed cover letter), this terms and conditions and the following appendices:

- A. Work description (scope of the Deliverables, interface definitions and specific technical requirements) + sub-appendix
- B. Payments (payments, due dates and other payment terms) + sub-appendix
- C. Time Schedule and deadlines
- D. Administrative and ethical provisions + sub-appendices
- E. Other specifications and drawings (general technical requirements and standards)
- F. The Purchaser's Contributions
- G. Insurance policies (the insurance policies of the Contractor and any other insurance policies)
- H. Subcontractors (Sub-contractors approved as set out in the Contract)
- I. The Contractor's guarantees/securities
- J. The Contractor's specifications (the Contractor's supplementary specifications)
- K. Variations (Variation log + Variation documents setting out Variations subsequent to the Effective Date)
- L. Delivery Protocol.

2.2. Rules of interpretation

If the Contract's documents include provisions that are in conflict with each other, the following order of priority shall apply:

- 1) Any Variation, amendment or other document expressly stated by the Parties to modify the Contract
- 2) The "Agreement for the design, delivery and installation of SMR-components at Oslo Gardermoen"
- 3) These terms and conditions (for the avoidance of doubt meaning this document with its clauses)
- 4) The appendices in such order as set out in clause 2.1

If the Contractor's offer contains any reservations and/or deviations from the Purchaser's tender specifications, such reservations shall only be valid if and to the extent expressly stated in the Contract.

3. The Parties' representatives

Each of the Parties shall appoint a representative who is authorized to act on behalf of the relevant Party in all matters relating to the performance of the Contract. Such representatives may be replaced by written notification to the other Party.

4. General obligations

4.1. Deliverables

The Contractor shall deliver and have full responsibility for the design, delivery and installation of the Deliverables as specified in Appendix A.

The Deliverables shall meet the requirements as stated in the Contract and be fit for the purpose for which the Purchaser contracted the Deliverables. For the avoidance of doubt, this means that the Contractor shall be responsible for the functioning of the final and complete Surface Movement Radar to the extent any defect, non-conformity, deficiency or malfunction is attributable to the Deliverables, the Contractor's performance of the Contract or the interfaces for which the Contractor is responsible under the Contract. Obtaining a fully functioning set of Surface Movement Radar systems through replacement of old and/or outdated parts as specified in Appendix A is the purpose for which the Purchaser contracted the Deliverables.

The Contractor shall also deliver the agreed project documentation.

The Deliverables shall be supplied/performed in accordance with applicable laws, regulations and government requirements.

The Deliverables shall comply with the quality agreed and at minimum be in accordance with the procedures and technical standards acknowledged within the field and subject area.

Minor work/parts that fall within the natural scope of the Deliverables shall be considered part of the Deliverables even if such work/parts are not explicitly listed in the specifications or indicated in the accompanying drawings.

4.2. Training

As part of the Deliverables, the Contractor shall conduct training of the Purchaser's personnel to such level that the said personnel are able to operate and maintain the Contract Object in a safe, reliable and proper manner. The training shall be conducted in accordance with the agreed location and Time Schedule, but before Delivery.

4.3. Spare Parts

The Contractor shall provide the spare parts, consumables, repair services and related information specified in Appendix B1 – Spare Parts – Cost Breakdown.

Appendix B1 shall be completed and submitted by the Contractor before the Effective Date, together with and as a part of the Contractor's offer/tender.

The prices, lead times, repair turnaround times and other commitments stated in Appendix B1 shall be binding upon the Contractor in accordance with the terms set out therein.

The Contractor shall ensure the availability of spare parts, consumables and repair services in accordance with Appendix B1 throughout the validity period specified in Appendix B1.

At Delivery pursuant to clause 18, the Parties shall enter into a separate spare parts agreement governing the continued supply of spare parts, consumables and repair services.

The purpose of such spare parts agreement is solely to facilitate the long-term administration and implementation of the Parties' rights and obligations relating to spare parts, consumables and repair services following Delivery.

Such spare parts agreement shall reflect and give effect to the provisions of this Contract relating to spare parts, consumables and repair services, including Appendix B1, and shall not alter, expand or reduce the Parties' substantive rights or obligations in respect thereof.

For the avoidance of doubt, the prices, lead times, repair turnaround times, availability commitments, validity periods and other commercial and technical commitments set out in Appendix B1 shall continue to apply under the separate spare parts agreement unless otherwise expressly agreed by the Parties in writing.

4.4. Tidiness

The Contractor shall keep the construction site in a tidy condition, and on an ongoing basis tidy up and remove all waste generated. If the Contractor fails to perform such duties, the Purchaser may, following a written notice with a reasonable deadline to tidy up, implement measures at the Contractor's expense.

5. Quality assurance and audits

5.1. Quality system

The Contractor shall have a satisfactory quality system.

5.2. Audits and inspections

The Purchaser shall, with reasonable notice, be entitled to conduct audits and inspections at the Contractor's and Subcontractors' premises to verify that the Deliverables are in compliance with the Contract. The Contractor shall assist the Purchaser in relation to such inspections. The Parties shall cover their own costs in connection with such audits and inspections.

If a non-conformity occurs, the Contractor shall, as soon as possible and at its own cost, make the necessary corrections and prepare for a new audit and/or inspection.

The Purchaser has the right to perform such audits for a period of up to two years after the expiration of the Warranty Period.

5.3. Quality control

The Parties are liable for any defects and/or discrepancies in own documents.

Notwithstanding this, the Contractor shall before commencing any work regarding the design and/or delivery of the Deliverables examine the Purchaser's documents and the documents in the Contract to reveal defects and discrepancies, and give notice to the Purchaser of their findings without undue delay. The risk of any such defects and/or discrepancies arising from the Purchaser's documents, that was or should have been discovered during such aforementioned examination, shall pass to the Contractor upon the Contractor's examination of the Purchaser's documents.

6. Documentation, tests and trials

6.1. Documentation

The Contractor shall prepare such drawings, calculations, material specifications and other documentation, including declarations of conformity, necessary to complete the Contract Object and check that the Deliverables are in compliance with the Contract.

If required by the Purchaser, the Contractor shall prepare a detailed document plan scheduling the documents to be presented to the Purchaser. The final documentation shall be delivered collectively and electronically as agreed. Such final documentation shall be delivered prior to or along with Delivery.

6.2. Tests and trials

The Contractor shall, with reasonable notice, notify the Purchaser in writing of contractual tests and trials, to enable the Purchaser to participate.

The notice shall be provided no later than 21 Days before the relevant test or trial is scheduled to take place, unless otherwise agreed.

The Contractor shall prepare and submit test procedures, test plans and test protocols for the Purchaser's review prior to the relevant test activity.

The Contractor shall document the results of all contractual tests and trials and provide the Purchaser with a complete test report without undue delay after completion of the relevant test activity.

The Contract Object shall be tested in accordance with the protocol stated in Appendix A and within the Time Schedule specified in Appendix C.

The Contractor shall assist the Purchaser and any relevant Third Party with testing, fault investigation and corrective measures if the Deliverables adversely affect or interfere with the Purchaser's systems, installations or any Third Party systems connected to the operation of the Deliverables.

The Purchaser may require additional testing where reasonably necessary to verify compliance with the Contract, including testing involving Third Party systems or interfaces.

Any such testing shall not relieve the Contractor of any responsibility or liability under the Contract.

6.3. Consequence of Purchaser's approval

The Purchaser's approval of documentation or trials does not release the Contractor from the obligation of the performance set out in the Contract.

7. Corporate Social Responsibility

7.1. Ethics, anti-corruption, working conditions etc.

7.1.1. Ethics, anti-corruption, VAT and social responsibility

The Parties shall comply with the following requirements:

- 1) international conventions aimed at combating corruption that are ratified by the home state of the Contractor and/or by Norway; and
- 2) all anti-corruption statutes that may be applicable in connection with the Deliverables

7.1.2. Working conditions, etc.

All labor used by the Contractor shall have orderly pay and working conditions and be treated in compliance with national rules in the country where the work is carried out, as well as in compliance with internationally recognized principles and guidelines relating to human rights, labor rights, child labor, environment etc.

Within the area covered by the Regulations for Generally Applicable Collective Agreements, the Contractor shall ensure that the Contractor's employees and the employees of any Subcontractor at minimum receive the rights set out in the national collective agreement for the relevant sector. This provision shall only apply to employees with direct involvement in work under the Contract.

All agreements that the Contractor enters into with Subcontractors directly involving work to fulfil this Contract shall include corresponding obligations. The same applies to the extent possible

towards Subcontractors other than those directly participating in fulfilling the Contractor's obligations according to the Contract.

Upon request from the Purchaser, the Contractor shall submit documentation on the pay and working conditions made use of in connection with the Deliverables.

The Purchaser and the Contractor may separately require that information shall be submitted to an independent Third Party appointed by the Purchaser to examine whether the requirements of this provision are met.

The Contractor may require that the appointed Third Party sign a statement to the effect that the information will not be used for purposes other than to verify the Contractor's compliance with this provision.

The Contractor's duty to provide documentation also applies to the Subcontractors directly involved with work to fulfil this Contract. The same applies to the extent possible towards Subcontractors other than those directly participating in the fulfilment of the Contractor's obligations according to the Contract.

The work carried out on the premises of the Purchaser in relation to the Deliverables shall, unless otherwise agreed, see clause 8, be carried out in compliance with the working hour arrangements, the working regulations that apply at the construction site, as well as in compliance with governmental and local provisions in the form of safety regulations, as well as environmental and safety measures. The Contractor shall take special note of the local provisions on entry and exit, as well as controls. These control provisions shall apply fully to all engineers, workers and other personnel of the Contractor and the Subcontractors.

7.1.3. Confirmation

The Contractor hereby certifies that it has been in compliance with all aforementioned provisions before the Effective Date.

Further, the Contractor certifies that it has used its best endeavors to reveal any infringements made by Subcontractors.

7.1.4. Remedies and sanctions for breach

The Contractor shall remedy any breach of the provisions set out in clause 7.1.1 within a reasonable time limit decided by the Purchaser and also ensure that any Subcontractor does the same.

Any remedy shall be documented in writing to the Purchaser. Such documentation shall be to the Purchaser's reasonable satisfaction.

If the breach is not remedied within the time limit, the Purchaser has the right to withhold payment until the breach is remedied.

If the breach is material, the Purchaser may also suspend the work if the breach has not been remedied within a reasonable time limit set by the Purchaser. The suspension of work shall be at the cost of the Contractor.

If the breach is in regard of the working condition regulations in clause 7.1.2, the Purchaser may withhold part of the Original Contract Price until the Contractor can evidence that the breach is

remedied. The amount the Purchaser can withhold shall be equal to twice the amount the Contractor has saved by the breach.

The Purchaser may claim damages pursuant to a breach of clause 7.1 according to general laws on claims for damages. If such breach is considered a material breach of clause 7.1, clause 24 shall apply.

If such material breach is caused by a Subcontractor, the Purchaser shall have the right to demand such Subcontractor be substituted. If the Subcontractor is not substituted, the Purchaser has the right to terminate the Contract.

When evaluating if a breach shall be considered "material", risk of severe personal injuries or loss of human life, serious environmental damage, the Purchaser's financial loss and/or loss of reputation or the risk of financial loss and/or loss of reputation shall be taken into account. A repeated breach of contract or failure to comply with measures to correct the shortcomings shall also be regarded as material breach of contract.

7.1.5. Mandatory membership of StartBANK

The Contractor shall state StartBANK ID or provide a copy of a StartBANK registration certificate prior to Effective Date. The Contractor shall have StartBANK membership throughout the Contract period. StartBANK membership must include SKAV authority, giving StartBANK the right to obtain SKAV details (Skatte- og avgifts informasjon (tax and VAT details)) throughout the Contract period.

7.1.6. Consent for the retrieval of information on tax, VAT and working conditions

The Purchaser has a cooperation agreement with the Norwegian Tax Administration concerning a stronger effort to prevent labour market crime. The Purchaser therefore wants access to details of tax, VAT and working conditions from contractors working for the Purchaser. The Contractor shall therefore after Effective Date be required to fill in a consent- and self-declaration form in accordance with the form created by Skatt øst. The Contractor shall ensure that the same consent- and self-declaration form are filled out for any Subcontractors, staffing agencies or other suppliers used for the work under the Contract. For Subcontractors, staffing agencies or other suppliers hired after Effective Date, consent- and self-declaration form must be presented to the Purchaser well in advance of any such agreement with Subcontractors, staffing agencies or other suppliers becoming effective.

7.2. Substitution of personnel

The Purchaser reserves the right to approve all key personnel that are to work in connection with the Contract and may also, if there are objective reasons, require substitution of such personnel.

The Contractor shall not substitute approved key personnel without the written approval of the Purchaser. Such approval shall not be unreasonably withheld.

Substitution of personnel shall not affect agreed Time Schedule and/or quality or cause extra costs for the Purchaser.

The substitution shall be performed Without Undue Delay and the new personnel shall at least have the same qualifications as the ones substituted.

8. Health, safety and environment (HSE), sustainability and the external environment

The Contractor shall apply an HSE (health/safety/environment) standard that is, at a minimum, in accordance with the prevailing regulations and standards. Furthermore, the Contractor shall contribute to increased focus on sustainability and the external environment through its own environmental efforts and demand the same from its Subcontractors.

The Contractor shall maintain documented systems that comply with the Purchaser's requirements for management and monitoring of health, safety and the working environment, as set out in Appendix D.

The Contractor shall similarly comply with the Purchaser's environmental requirements and sustainability goals as set out in Appendix D.

The Parties shall be under the obligation to:

- inform their own employees, Subcontractors, transporters and other personnel involved in the Deliverables as to the applicable HSE rules;
- immediately report to each other all accidents/incidents and undesirable incidents in connection with the Contract; and
- immediately notify each other if they become aware of any circumstances that may result in personal injury and/or damage to property and/or environmental damage.

In the event of a breach of the requirements in this clause 8, the Purchaser is entitled to the following:

- Set a short deadline for the implementation of corrective measures, including requirements for replacement of personnel or expulsion of persons for whom the Contractor is responsible.
- Impose a halt with immediate effect on all or part of the work under the contract until the situation has been rectified, if the Purchaser considers the breach to be serious. All cost and progress consequences as a result of such a halt are the responsibility of the Contractor.
- Withhold a proportionate share of payment until it is documented that the matter has been rectified.
- Terminate the Contract in the event of serious or repeated breaches of the requirements.

9. Subcontractors

The Contractor shall be responsible for subcontracted supplies and Subcontractors as if these had been supplied by the Contractor himself.

The Contractor shall ensure that each Subcontractor complies with all obligations set out in the Contract and ensure that each relevant subcontract may be assigned to the Purchaser if this Contract is terminated or cancelled.

The Contractor shall not replace any Subcontractors listed in the Contract without the written approval of the Purchaser. Consent cannot be denied without reasonable cause.

The Contractor shall indemnify the Purchaser for all costs and/or penalties pursuant to any non-compliance in regard of the Contractor's obligations, including any non-fulfilment of responsibility to report according to requirements from the authorities.

The Contractor shall not engage more than two contractual tiers of Subcontractors below the Contractor without the Purchaser's prior written approval.

The Contractor shall notify the Purchaser of any use of hired labor or personnel supplied by staffing agencies in connection with the Deliverables.

10. Time Schedule / deadlines

The Contractor shall supply the Deliverables in accordance with the Contract. If so agreed upon, the Contractor shall prepare a detailed Time Schedule based on the overall plan presented by the Purchaser.

The Contractor shall inform the Purchaser as to the progress status on a regular basis.

If the Contractor has reason to assume that the Deliverables cannot be supplied in compliance with the applicable Time Schedule, the Contractor shall, Without Undue Delay, give the Purchaser written notice of the following:

- 1) the cause of delay; and
- 2) the expected impact on progress and other aspects of the Deliverables; and
- 3) the measures deemed appropriate by the Contractor for purposes of averting, catching up with or limiting the delay.

If the measures proposed or implemented by the Contractor are not, in the opinion of the Purchaser, sufficient to avert or catch up with the delay, the Purchaser shall be entitled to require that the Contractor implement such measures as are necessary to ensure that delivery is completed in a timely manner according to the Contract.

If the Contractor is of the opinion that a delay is caused by circumstances for which the Purchaser bears the risk, the Contractor shall issue a Variation Request. The Variation Order provisions in clause 11.3 shall apply.

If the Contractor does not notify the Purchaser Without Undue Delay after the Contractor knew or should have known about the cause of the delay, the Contractor has waived his right to argue that the delay was caused by the Purchaser. The Contractor is also responsible for any additional costs the Purchaser incurs due to lack of notice.

11. Variations

11.1. The right of the Purchaser to instruct the Contractor on Variations

The Purchaser shall have the right to instruct Variations to the Contract by issuing Variation Orders.

The Purchaser has the right to ask for an offer on any Variation, and The Contractor shall submit such offer without cost to the Purchaser and Without Undue Delay.

The Contractor shall be under the obligation to perform the ordered Variation, irrespective of whether the Parties disagree about the payment or other consequences of the Variation.

The Contractor shall not be under the obligation to perform additional work that represents more than a 30% net increase in the Original Contract Price.

Notwithstanding any other provision of this Contract, any Variation, amendment or extension of the Contract may only be instructed or agreed to the extent permitted under the procurement rules applicable to the Contract. The Parties shall cooperate to ensure that any Variation is documented in a manner sufficient to demonstrate compliance with such rules.

11.2. The Purchaser's Variation Order

A Variation Order shall explicitly state that it is a Variation Order.

The Variation Order shall be issued in writing and shall specify the object of the Variation and be submitted in due time before the date of implementation of the Variation.

11.3. The Contractor's Variation Request

If the Purchaser gives instructions that the Contractor believes not to form part of his obligations under the Contract, the Contractor shall submit a Variation Request requesting the Purchaser to issue a Variation Order. The Contractor shall do the same if he wants to claim extension of time limits or additional costs as a consequence of circumstances on the part of the Purchaser.

The Variation Request shall state the basis for the request and be submitted Without Undue Delay. If the Contractor fails to issue a Variation Request Without Undue Delay, the instructions from the Purchaser shall be deemed to be within the Contractor's obligations under the Contract.

The Variation Request shall state any impact on Time Schedule, Original Contract Price, or other parts of the Contract, and include the request for a Variation Order from the Purchaser.

A Variation is approved by a Variation Order. If disputed, the Purchaser may issue a Disputed Variation Order instructing performance pending resolution of the dispute.

For the avoidance of doubt, each Party shall bear its own costs, such as standby time / idle time, in relation to any postponements or delays caused by weather conditions, save for Force Majeure situations, affecting the crane lifting operations, whether in connection with the dismantling or the installation works.

11.4. Disputed Variation Order

When the Purchaser receives a request in the form of a Variation Request pursuant to clause 11.3, he shall, Without Undue Delay, either:

- 1) issue a Variation Order according to clause 11.2;
- or
- 2) issue a Disputed Variation Order.

A Disputed Variation Order shall explicitly state that it is a Disputed Variation Order and identify the issues in disagreement between the Parties and the reason why no Variation Order is issued.

When a Disputed Variation Order is received, the Contractor shall perform the work instructed by the Disputed Variation Order.

If the Purchaser does not comply with the aforementioned provisions, the Contractor's Variation Request shall be deemed accepted.

If the Purchaser wishes to argue that the Contractor's claim has been presented too late, this argument must be included in the Disputed Variation Order.

11.5. Effect of Variation

All the Contractor's obligations under the Contract also apply to Variations unless otherwise expressly agreed.

Compensation for Variations shall be in accordance with the Original Contract Prices, norms and rates and otherwise in accordance with the Contract's original price level. If a Variation results in cost savings for the Contractor, the Purchaser shall be credited such saving.

11.6. Optional Items

The Contractor shall provide the information, assumptions, pricing and other details requested in Appendix A section 8 (Optional Items).

The Purchaser may, at its sole discretion, elect to include any Optional Items identified in Appendix A section 8 in the Deliverables, or any other Optional Items as suggested by the Contractor.

Any Optional Item elected by the Purchaser shall form part of the Deliverables and the Contract Price shall be adjusted accordingly.

Optional Items accepted by the Purchaser shall not constitute a Variation under clause 11.

12. The right of the Contractor to extension of time limits

The Contractor shall be entitled to an extension of time limits if he is delayed as the result of:

- 1) circumstances that constitute a Variation by the Purchaser pursuant to clause 11;
- 2) error in, or delayed delivery of, the Purchaser's contributions;
- 3) any other circumstance in respect of which the Purchaser bears the risk.

The extension of time limits shall correspond to the delay that is a necessary consequence of the circumstances described above. Any claim for extension of a time limit shall be forwarded in the form of a Variation Request, cf. clause 11.3.

The Contractor shall prevent and limit any negative implications following the circumstances set out in items 1–3 above. Any suspended work shall resume once the hindrance is eliminated.

The Purchaser may require the Contractor to undertake special measures to avoid any adverse impact on the Time Schedule caused by the Variation or limit any other adverse consequences of the Variation. The provisions of clause 11 shall apply accordingly. If the Contractor is instructed to accelerate the work, such acceleration shall be at the Purchaser's expense.

If the Purchaser denies the Contractor an extension that is justified, the Contractor is entitled to accelerate the work at the Purchaser's expense, provided the added cost of the acceleration is proportionate to the gain by such acceleration.

Before implementing acceleration, the Contractor shall notify the Purchaser in writing stating what the acceleration is estimated to cost. If such estimated cost is exceeded, the Contractor shall notify the Purchaser in writing Without Undue Delay. If not, the Contractor shall lose its right to claim for the excess cost.

13. The right of the Contractor to reimbursement of additional expenses

If the Contractor incurs additional expenses as a result of delay as set out in clause 12, or incurs additional expenses in areas which are at the risk of the Purchaser, the Contractor shall be entitled to claim reimbursement of documented expenses from the Purchaser, provided that the Purchaser is notified in compliance with clause 11.

Notwithstanding the above, the Contractor shall not be entitled to reimbursement of any additional expenses incurred as a result of Force Majeure.

The Contractor shall make its best endeavours to limit the costs.

14. The Purchaser's right to cancel

The Purchaser has the right to cancel, with immediate effect, all or part of the Deliverables by written notice to the Contractor. In case of such cancellation, the Purchaser shall pay to the Contractor:

- 1) a part of the Contract Price equal to the work performed but not paid;
- 2) all necessary, foreseeable and documented costs incurred by the Contractor directly pursuant to the cancellation; and
- 3) the lesser of:
 - 4% of the Contract Price; or
 - 6% of the part of the Contract Price constituting the unperformed part of the Deliverables at the time of cancellation.

If the Contract is partly cancelled, the cancellation fee shall be calculated on the basis of the amount of the cancelled part of the Contract Price.

Cancellations that collectively amount to less than 30% of the Original Contract Price shall not be considered a cancellation, but shall be treated as a Variation in accordance with clause 11.

The Contractor shall use his best efforts to cancel Subcontracted supplies on terms that are favourable to the Purchaser.

Provided the Contract Object and/or other parts of the Deliverables are located on the Contractor's premises at time of cancellation, the Purchaser shall, at the Contractor's request, at its own expense remove the uncompleted Deliverables from the Contractor's premises.

If such removal is not completed within 30 Days of the cancellation, the Contractor may, following a prior written notice to the Purchaser, move the Contract Object and other parts of the Deliverables, securely, to a suitable location for storage at the expense and risk of the Purchaser.

The obligation to safely store such goods shall apply for 12 months after the cancellation.

15. The right of the Purchaser to temporarily suspend the work

The Purchaser shall be entitled to instruct the Contractor, by Variation Order, to temporarily suspend the supply of the Deliverables or parts thereof, cf. clause 11.

The Contractor shall safeguard the Contract Object, other parts of the Deliverables, the Purchaser's contributions and appurtenant materials during the suspension period.

If the Purchaser suspends or has suspended the Deliverables temporarily, in whole or in part, where the suspended part amounts to more than 30% of the Original Contract Price, for 180 Days or more, the Contractor may, by 14 Days' notice, terminate the Contract as far as the suspended part of the Deliverables are concerned.

The Purchaser may avoid such termination by ordering the work to resume within the 14 days of the said termination notice period. If termination takes effect, a final settlement shall take place in accordance with the provisions of clause 14.

16. Shipping and installation

Prior to shipping from the Contractor, all non-conformities uncovered should be corrected.

The Contractor shall notify the Purchaser in writing that the Contract Object is ready for shipping. Such notice shall be delivered in due time to enable the Purchaser to inspect it prior to packaging and shipping.

All transport, packing and labelling, including weight labelling, shall be at the Contractor's cost and risk. If the Purchaser realizes, or should have realized, that the Contract Object cannot be received on the agreed date, the Purchaser shall immediately notify the Contractor in writing, explaining the reasons for the delay. The Contractor shall then arrange, by agreement with the Purchaser, storage and insurance of the Contract Object, both at the expense of the Purchaser.

The Contractor is responsible for both delivering and receiving the Contract Object and appurtenant equipment at the agreed place. If the Contractor is situated outside of Norway or the Contract Object or any appurtenant equipment is to be shipped from outside of Norway, the Contractor shall formally act as the importer of Contract Object and appurtenant equipment.

The installation of the Contract Object is part of the Contract. Such installation shall be in compliance with all applicable instructions, industry standards and professional craftsmanship.

All contributions that form part of the Deliverables and that are not listed in Appendix F shall be the responsibility of the Contractor.

17. Completion

17.1. Completion and readiness for delivery

The Contractor shall notify the Purchaser in writing when the Deliverables have been completed, installed and tested to such extent that they are ready for final inspection, commissioning and Delivery ("Notice of Completion").

The Notice of Completion shall be submitted no later than 14 Days before the proposed date for Delivery.

The Notice of Completion shall include:

- test reports and test protocols;
- declarations of conformity;
- as-built documentation;
- operating and maintenance documentation; and
- any other documentation required under the Contract for the Purchaser to verify compliance with the Contract.

Upon receipt of the Notice of Completion, the Purchaser shall, within a reasonable period, conduct such inspections, reviews and tests as are necessary to verify that the Deliverables comply with the Contract.

The Deliverables shall be deemed completed when:

- all work required under the Contract has been carried out;
- all contractual documentation has been delivered;
- all agreed inspections, tests and commissioning activities have been successfully completed;
- any identified defects or deficiencies that prevent the intended operation of the Deliverables have been remedied; and
- the Deliverables are capable of being placed into normal operational service for their intended purpose.

Minor defects or deficiencies that do not materially affect the safe operation, functionality or intended use of the Deliverables shall not prevent Delivery, provided that such matters are listed in a punch list and are remedied by the Contractor within a reasonable period determined by the Purchaser.

When the Purchaser has verified that the above requirements are fulfilled, the Purchaser shall issue a written "Certificate of Completion".

Issuance of a Certificate of Completion shall not release the Contractor from any obligation, liability, warranty or responsibility under the Contract.

The Purchaser may refuse to issue the Certificate of Completion if defects, deficiencies, missing documentation or other circumstances prevent verification of compliance with the Contract, safe operation of the Deliverables, regulatory compliance or the intended use of the Deliverables.

18. Delivery

Delivery shall occur when the Purchaser issues the Certificate of Completion pursuant to clause 17.1 ("Delivery").

Upon Delivery:

- the risk of loss of or damage to the Contract Object shall pass from the Contractor to the Purchaser;
- the Warranty Period shall commence;
- the Contractor's obligation to maintain construction and installation insurance for the Contract Object shall cease, except to the extent otherwise provided by the Contract;
- the Contractor shall become entitled to submit its final invoice in accordance with clause 20; and
- liquidated damages for delay shall cease to accrue.

The Purchaser shall not be deemed to have accepted the Deliverables by carrying out inspections, tests, commissioning activities or trial operations prior to Delivery.

If the Purchaser, with the Contractor's written consent, places all or part of the Deliverables into normal operational use before Delivery, such use shall not in itself constitute Delivery, acceptance or transfer of risk unless the Parties expressly agree otherwise in writing.

Prior to Delivery, the Parties shall conduct a joint inspection of the Deliverables if so required by the Purchaser.

The purpose of the inspection shall be to verify that the requirements for completion have been fulfilled and to identify any remaining deficiencies, defects or outstanding documentation.

Any minor defects or deficiencies shall be recorded in a punch list and remedied within the period determined pursuant to clause 17.1.

The Parties shall record Delivery in a Delivery Protocol signed by both Parties.

For the avoidance of doubt, Delivery pursuant to this clause shall not occur before any Stability Test Period required under Appendix A has been successfully completed. References to "Handover" in Appendix A shall be interpreted accordingly.

19. Contractor warranty

The Contractor guarantees that the Contract Object at delivery and during the Warranty Period will be in compliance with the purposes, requirements and specifications set out in the Contract, and free of all defects.

Further, the Contractor guarantees that the Deliverables will perform in accordance with the Contract.

The Contractor's liability for breach of the warranties is regulated by the provisions in clause 23 and 24.

20. Invoicing and payment

The Original Contract Price is fixed and may only be adjusted in accordance with this Contract, including clause 11 and Appendix B.

The Purchaser shall pay the Contractor according to the payment plan set out in Appendix B, provided the contractual obligations connected to the invoiced amount are fulfilled. Payment of an instalment shall not constitute acceptance of the relevant work or confirmation of its value.

The Purchaser may withhold a part of the Original Contract Price corresponding to the Purchaser's documented and specified claims against the Contractor. The Purchaser may also withhold a part of the Original Contract Price as security for any parts of the Deliverables that shall be tested or completed after Delivery.

When the Purchaser has received an invoice from the Contractor that complies with the requirements of the Contract, the Purchaser shall pay, within 30 Days, such part of the invoiced amount as is not disputed.

In case of late payment on the part of the Purchaser the Contractor shall be entitled to claim interest pursuant to the Act relating to Late Payment Interest.

If the Purchaser has not paid an invoice 60 days after receiving an invoice according to the Contract and the Purchaser has not raised any objections regarding the demand, the Contractor may temporarily suspend the work, providing 14 Days' notice has been given. In such case the Contractor shall be entitled to an adjustment of the Time Schedule by issuing a Variation Request under clause 11, and also reimbursement of additional expenses as set out in clause 13.

21. Security

The Purchaser may require the Contractor to provide an on-demand guarantee for the due performance of its obligations under the Contract in the amount of 10% of the Original Contract

Price. At Delivery the guarantee shall be reduced by 50% of the nominal value. The guarantee shall expire and become void by the latest of the end of the Warranty Period or when the Contractor has fulfilled all obligations under the Contract.

The Purchaser may require the Contractor to provide an on-demand guarantee for the advance and progress payments to be made by the Purchaser prior to Delivery. Such security shall remain in place until the Purchaser has acquired title to the Deliverables.

The aforementioned guarantees shall be issued by a bank or other guarantor approved by the Purchaser, which approval shall not be unreasonably withheld. The Purchaser may also demand a performance guarantee from the parent company of the Contractor in addition to the aforementioned bank guarantees. If the Purchaser has required the Contractor to provide an on-demand guarantee for the advance and progress payments, no invoice from the Contractor shall fall due for payment until the Contractor has provided the agreed security.

22. Delay on the part of the Contractor

22.1. Delay

Delay means any failure to comply with agreed time limits provided this is not caused by circumstances that are the responsibility of the Purchaser.

22.2. Liquidated damages

If Delivery is delayed by the Contractor, or the Contractor is delayed in regard of any time limit under liquidated damages set out in Appendix C, the Contractor shall pay liquidated damages to the Purchaser.

Any liquidated damages incurred shall be settled as part of the final payment. If it is evident that the total liquidated damages will exceed the amount of the final payment, the Purchaser shall also be entitled to withhold the necessary amount from any other outstanding payment.

If the maximum liquidated damages of 20 % of the Original Contract Price are reached, the Purchaser may choose to regard the delay as non-compliant delivery.

Notwithstanding the above, liquidated damages accrued solely in respect of interim milestones shall be waived if Delivery is achieved on or before the contractual Delivery date.

22.3. Damages

The Purchaser shall have the right to claim damages for any direct loss caused by delay on the part of the Contractor. Any liquidated damages paid or payable for the same delay shall be credited against such damages.

The Contractor's total liability for delay, including liquidated damages and damages directly caused by the delay, shall not exceed 20% of the Original Contract Price.

23. The liability of the Contractor for defects

23.1. Defects

There is a defect if the Deliverables or any part of the Deliverables are not in compliance with the Contract, and this is not caused by circumstances that are the responsibility of the Purchaser.

23.2. Notice of defect and Warranty Period

The Purchaser shall deliver its notice of any defects or non-conformities within reasonable time after such defect or non-conformity is discovered. Such notice of defect or non-conformity may in no event be given later than 24 months after Delivery (the "Warranty Period").

If the Contractor remedies a defect, a new Warranty Period of 12 months shall remain in force for the part of the Deliverables that has been remedied. The Warranty Period starts from the time the remedy work is completed, except if the case is that the original Warranty Period has more than 12 months left. Notwithstanding this, the total Warranty Period shall not exceed 36 months after Delivery.

23.3. Repair and remedy

The Contractor shall remedy any defects notified as soon as possible and free of all charges, in accordance with the requirements set forth in Appendix A. The Contractor shall also repair any damage to other parts of the Deliverables caused by such defect.

If a defect turns out to be a serial or a repetitive defect, the Contractor is under obligation to remedy or modify all technical solutions or substitute all affected parts to make sure similar defects will not occur again.

Before commencing remedial work, the Contractor shall provide the Purchaser with a notice stating the scope of work he intends to do, and the schedule for such work. The Purchaser shall notify the Contractor of his views on the remedy plans Without Undue Delay.

The Purchaser shall set a reasonable deadline for the Contractor to perform the remedy work. If the Contractor fails to remedy a defect within such deadline, the Purchaser may give notice to the Contractor claiming reimbursement of reasonable and foreseeable costs incurred by the Purchaser in carrying out the remedial work. The same applies if such work is performed by any third party appointed by the Purchaser.

23.4. Price reduction

If it proves impossible to repair the notified defect within reasonable time, the Purchaser is entitled to claim a proportional reduction in the Contract Price calculated on the basis of the reduction in value of Deliverables. The price reduction shall be at minimum equal to the amount the Contractor has saved by the non-compliance situation.

23.5. Damages

The Purchaser has the right to claim damages for any direct loss caused by defects or other non-conformity in relation to the Contractor's obligations under the Contract.

The Contractor is liable for all reasonable and foreseeable damages for any costs related to damage to the Purchaser's and/or any Third Party's property etc. not comprised by the Contract, provided that the damage results from defects in the Deliverables.

24. Termination in case of breach of Contract

The Parties shall be entitled to, but not obliged to, terminate the Contract if one of the following situations occurs:

- 1) The other Party becomes insolvent, suspends his payments or it is evident that insolvency or payment suspensions will occur.
- 2) There is, or evidently will be, a material breach of contract.

- 3) The Purchaser is, or evidently will be, entitled to the maximum liquidated damages pursuant to clause 22.
- 4) Material and/or repeated breach of the provisions in clause 7 or clause 8.

Termination shall be notified in writing to the other Party following a prior warning. If termination is based on material breach on the part of one of the Parties, the notice shall give a reasonable time for the other Party to remedy such breach before termination takes effect.

The Parties are liable for all direct costs incurred by the other Party as a consequence of the breach.

Upon termination the Contractor shall stop all work and leave the work site within a reasonable period of time determined by the Purchaser.

25. Force Majeure

None of the Parties shall be deemed to be in breach of any obligation under the Contract to the extent that he can demonstrate that the breach is caused by Force Majeure.

A Party claiming Force Majeure shall notify the other Party in writing Without Undue Delay after the Force Majeure situation has occurred.

Each of the Parties shall cover their own costs incurred as a result of the Force Majeure situation.

During a Force Majeure situation, the Contractor shall secure the Contract Object and its appurtenant Equipment as well as parts that are in the Contractor's possession but have not been incorporated.

If the Contractor wishes to require an extension of time limits as a result of the Force Majeure situation, he shall follow the procedures set out in clause 12, cf. clause 11. The time limit set out in clause 11 shall be calculated from the date on which the Force Majeure situation ends.

If the Force Majeure situation has not terminated or it is evident that the situation will not end within 180 Days and it will be unreasonably burdensome on a Party to fulfil the rest of its obligations under the Contract, that Party shall be entitled to terminate the Contract by written notice to the other Party.

Upon such termination the Contractor shall be entitled to such part of the Contract Price as corresponds to the performed part of the Deliverables, in return for transferring and assigning the performed part of the Deliverables to the Purchaser to the extent possible.

26. Liability and indemnification

Each Party is liable for any damage caused by a Party or anyone for whom that Party is responsible, to the personnel or property of the other Party or any Third Party as set out in the general law of torts.

The liability of the Contractor pursuant to this clause shall apply from the time of the Contractor's arrival at the construction site or at the premises of the Purchaser, and last until such time as the Contractor has performed all of its obligations, including but not limited to the remedying of defects and the Contractor's removal of Equipment, machinery and personnel from the site and from the premises of the Purchaser in general, irrespective of whether the tortious action or omission takes place during performance of the work relating to the Deliverables.

27. Limitation of liability

The liability of a Party shall not include any indirect loss, including production losses.

The Contractor's total liability for defects shall not exceed 100% of the Original Contract Price.

There is no limitation of liability in the case of willful misconduct or gross negligence by a Party.

28. The Contractor's insurance policies

The Contractor shall arrange and maintain the necessary insurance policies, as determined by the industry standard.

The Contractor's liability is independent of any insurance policies maintained under the Contract.

Delivery term shall be DDP Avinor AS Oslo Lufthavn, Edvard Munchs veg, 2060 Gardermoen, Incoterms 2020. The Contractor shall maintain all-risk transportation insurance. Coverage shall be extended to cover loading, unloading and interim storage during the contract term.

The insurance policies shall be arranged and maintained with insurance companies with adequate financial solidity. The Contractor shall provide documentation that any foreign insurance company used has a credit rating of A- or better from a reputable independent rating agency.

The insurance policies shall, at a minimum, provide a scope of coverage according to the agreed descriptions. The insurance policies shall cover the full replacement value of the specified property.

The Contractor shall present the insurance coverage certificate to the Purchaser on request. Insurance coverage in relation to sudden and accidental damage to the Contract Object shall be maintained until Delivery has taken place. As far as other coverages are concerned, the insurance policies shall remain in full force and effect throughout the contract term, including the Warranty Period, and until the Contractor has removed Equipment, materials and personnel from the area.

The insurance policies shall not be terminated or amended without a prior written notice to the Purchaser.

Deductible shall be paid by the Party responsible for the loss and shall be limited to NOK 50,000 for each insurance event.

A Party shall notify the other Party immediately when such Party becomes aware of any damage the other Party may be liable for or which is relevant for the other Party. The Parties shall immediately take necessary measures to avoid or minimize damages.

The Purchaser shall, within the scope of the Contract, have the right to decide what to do in the event of any damage. The Contractor shall immediately do whatever is necessary to gain control over the situation, determine the scope of the damage, and repair, in consultation with the Purchaser and the insurance provider, the damage in the swiftest and best manner, unless otherwise instructed by the Purchaser.

If the damage is caused by circumstances on the part of the Purchaser, the Contractor has the right to reasonable payment for its efforts.

29. Rights in relation to information, technology and inventions

Any commercial and technical information, including drawings, documents and data, made available by one Party to the other Party shall be the property of the first Party.

The Parties shall not use any information as mentioned above for any purpose other than the supply of the Deliverables.

The Purchaser shall have an irrevocable, royalty-free, non-exclusive right to use information owned by the Contractor to the extent necessary in connection with the operation, maintenance etc. of the Contract Object.

30. Patents

The Contractor guarantees that the Deliverables and all parts thereof may be used by the Purchaser without violating any patent rights or other intellectual property rights. The Contractor shall indemnify the Purchaser in respect of any breach of patent and intellectual property rights. The Purchaser shall notify the Contractor immediately of any such demands addressed to the Purchaser.

31. Title to the Contract Object etc.

The Purchaser acquires title to the Contract Object when it arrives at the construction site or when the Purchaser has paid for the relevant parts, whichever is earlier. If the Purchaser becomes owner of objects before they have reached the construction site, the Contractor shall label all parts, components, materials and equipment that are the property of the Purchaser and keep them separate from other things. This provision regulates the title to the Deliverables only and has no effect on the time of Delivery according to clause 18 or to any other rights or obligations under the Contract. The Contractor shall keep the Contract Object insured pursuant to clause 28 irrespective of the time of transfer of title.

32. Non-disclosure

This Contract and all information exchanged by the Parties in connection with the Contract shall be treated as confidential and shall not be disclosed to any Third Party or made public without the written consent of the other Party.

A Party may disclose confidential information to:

- companies within the same group of companies;
- professional advisers, auditors and insurers;
- public authorities and regulatory bodies if required by law;
- contractors and consultants engaged for purposes related to the Contract Object;
- any other person to the extent disclosure is required by applicable law or regulatory requirements,

provided that such recipients to the extent possible are subject to confidentiality obligations corresponding to those set out in this Contract.

If documentation provided by the Contractor contains information that the Contractor considers confidential, such information shall be clearly identified and the basis for confidentiality shall be stated. The Contractor acknowledges that such identification shall not in itself restrict the Purchaser's rights under this Contract.

Notwithstanding any confidentiality marking, the Purchaser shall have an irrevocable, royalty-free and perpetual right to use, disclose and provide the documentation to Third Parties to the extent reasonably necessary for:

- operation of the Contract Object;
- maintenance, repair and modification;

- auditing and compliance activities;
- dialogue with public authorities and regulatory bodies;
- troubleshooting and fault investigation;
- replacement of equipment or components;
- further development of the Contract Object;
- procurement of subsequent services, maintenance, support, upgrades, modifications or replacement deliveries; and
- any other purpose reasonably related to the ownership, operation, maintenance, development or replacement of the Contract Object.

This clause 32 shall survive the expiry, cancellation or termination of the Contract.

33. Media contact

The Contractor shall refer all enquiries from media or other public communication channels relating to the Deliverables, the Contract or the Project to the Purchaser unless otherwise agreed in writing.

The Contractor shall not publish press releases, public announcements or similar communications relating to the Project without the Purchaser's prior written approval.

34. Governing law and disputes

The present Contract shall be governed by, and be interpreted in accordance with, Norwegian law, excluding CISG. Attempts shall be made to resolve any disputes that may arise in connection with the Contract through amicable negotiations. The Parties shall meet (by authorized persons) to seek to resolve the dispute within 10 Days once a Party has requested such meeting.

Any disputes that are not amicably resolved shall be resolved through legal proceedings instituted before the court of law. Oslo District Court shall be the exclusive legal venue.