



**VIKING
NORSAFE**

Doc.No: SA-04-014
Doc.Type: Work Description
Page: 1 of 3

<i>Author (sign):</i> JIE <i>Approved (sign):</i> EEI (central) <i>Verified (sign):</i> JGj	Viking Norsafe Life-Saving Equipment Norway AS - General terms and conditions for the supply of products and services	<i>Rev. date:</i> 27.05.2019 <i>Rev. no:</i> 4 <i>First publ.date:</i> 25.11.2009
---	--	---

I PREAMBLE

1. These General Terms and Conditions for the Supply of Products and Services (the "Terms") shall apply to all sales and deliveries of products or services ("Products") by Viking Norsafe Life-Saving Equipment Norway AS or its Affiliates ("VIKING NORSAFE") to any customer (the "Purchaser") (VIKING NORSAFE and the Purchaser collectively referred to as the "Parties" and individually a "Party").

2. These Terms shall apply together with any sales contract entered into between the Parties (collectively the "Contract").

In case of any discrepancy or inconsistency between any written sales contract entered into between the Parties and these Terms, the written sales contract shall prevail.

II PRODUCT INFORMATION

3. Only information and data included in the Contract are binding upon VIKING NORSAFE. Any information and data contained in product brochures, price lists or any other documents are binding only to the extent that such documents are expressly incorporated into the Contract by reference.

4. Any non-public information, intellectual property rights and knowhow pertaining to the Products, including but not limited to drawings, descriptions, manuals and all other technical documents, is and shall remain the exclusive property of VIKING NORSAFE. Any such information shall not be copied or disclosed to a third party by the Purchaser, or used for purposes other than the purposes intended by VIKING NORSAFE when the information was made available.

III DELIVERY

5. Any trade term set forth in the Contract shall be construed in accordance with INCOTERMS 2010. Unless otherwise agreed in writing, all deliveries by VIKING NORSAFE shall be Ex Works (INCOTERMS 2010) at VIKING NORSAFE's place of business. Delivery by instalments and early delivery by VIKING NORSAFE shall be permitted, unless otherwise agreed in writing in the Contract.

IV RULES AND REQUIREMENTS

6. Any rules and/or requirements applicable in respect of the Products shall be expressly referred to in the Contract in order to be binding between the Parties

The Purchaser bears the risk of any amendments to such rules and/or requirements after the execution of the Contract. In the event that such rules and/or requirements are amended after the execution of the Contract, VIKING NORSAFE may make reasonable efforts, if so requested by the Purchaser, to change the Products accordingly, subject to an adequate adjustment of the price. Notwithstanding this, VIKING NORSAFE shall in no event be obliged to make such change.

V TIME FOR DELIVERY, DELAY

7. Delivery shall be made no later than on the date set forth in the Contract. If no delivery date has been agreed, delivery shall be made on a date deemed reasonable by VIKING NORSAFE.

8. If delivery by VIKING NORSAFE is or will be delayed, VIKING NORSAFE shall be granted an additional period of time for delivery, such period not to be less than one month. If VIKING NORSAFE fails to effect delivery within such additional period of time, the Purchaser is entitled to terminate the Contract in and claim damages for loss incurred up to an amount not exceeding ten per cent (10 %) of the purchase price.

9. The remedy provided for in clause 8 above shall be the sole and exclusive remedy available to the purchaser in case of delay on the part of VIKING NORSAFE. Any other remedy against VIKING NORSAFE arising out of any delay is excluded.

VI PRICES AND PAYMENT

10. All prices are exclusive of VAT and any other taxes or duties. Unless otherwise agreed in writing, the purchase price shall be paid 30 calendar days after the invoice date.

11. Irrespective of the means of payment, payment shall not be deemed to have been effected until the full outstanding amount has been irrevocably credited to VIKING NORSAFE's account. All banking charges and fees charged by the Purchasers bank shall be paid by the Purchaser.

12. VIKING NORSAFE shall be entitled to interest on any late payment from the day on which payment was due. The rate of interest shall be one and a half per cent (1.5 %) per month or fraction of a month.

In the event of late payment by the Purchaser, VIKING NORSAFE may at its discretion suspend performance of any of its obligations under any Contract with the Purchaser until payment in full has been effected, or terminate the Contract and claim damages.



<p><i>Author (sign):</i> JIE <i>Approved (sign):</i> EEI (central) <i>Verified (sign):</i> JGj</p>	<p>Viking Norsafe Life-Saving Equipment Norway AS - General terms and conditions for the supply of products and services</p>	<p><i>Rev. date:</i> 27.05.2019 <i>Rev. no:</i> 4 <i>First publ.date:</i> 25.11.2009</p>
--	--	--

13. Where goods are ordered by an agent on behalf of a principal, whether named or unnamed, the agent irrevocably and unconditionally guarantees as a primary obligor (and not merely as a surety) to VIKING NORSAFE the due performance by the principal of the obligations of the principal.

VII RETENTION OF TITLE AND PLEDGE

14. VIKING NORSAFE shall retain title to all Products delivered by VIKING NORSAFE until payment in full of the purchase price and all other outstanding claims has been received by VIKING NORSAFE, even if such claims arise out of previous transactions. Claiming retention of title shall not be considered a termination of the Contract and shall not release the Purchaser from its obligations, including but not limited to its obligation to effect payment in full.

15. The Purchaser grants to VIKING NORSAFE a first ranking pledge and a lien in all products handed over to VIKING NORSAFE for maintenance and/or service by the Purchaser or its agent for all claims for payment for work and services performed by VIKING NORSAFE with respect to such products. If VIKING NORSAFE's outstanding claims are not settled in due time, the title to the relevant products shall pass to VIKING NORSAFE who shall be entitled to deduct the value of the products from its outstanding claims against the Purchaser.

VIII LIABILITY FOR NON-CONFORMITY

16. Subject to Clauses 17 to 24 below, VIKING NORSAFE warrants that the Products comply with the specification and description set forth in the Contract. The Products shall only be considered non-conforming in the event of non-compliance with this warranty.

17. Except for the warranty set out in clause 16, VIKING NORSAFE does not make any further warranties or representations, and VIKING NORSAFE expressly excludes all implied warranties relating to the products, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose and, any warranties and representations that the products will comply with any law or regulations not expressly referred to in the contract.

18. The Purchaser shall examine the Products or cause them to be examined immediately after they have arrived at their final destination. If any non-conformity is discovered or ought to be discovered during this examination, VIKING NORSAFE shall be notified thereof no later than one (1) week after the Products arrived at their final destination. If the Purchaser fails to give such notice, the Purchaser's right to rely on any remedy will be lost.

19. The Purchaser shall further notify VIKING NORSAFE of any non-conformity immediately after the Purchaser has discovered or ought to have discovered the non-conformity.

20. Any notice under Clauses 18 and 19 above shall be in writing, specifying the nature of the non-conformity in detail.

21. The Purchaser loses the right to rely on any non-conformity and consequently the right to resort to any remedy for breach of contract, if the Purchaser has not given VIKING NORSAFE notice thereof within a period of twelve (12) months after the date of delivery.

22. In the event of any non-conformity, VIKING NORSAFE may at its discretion choose either to deliver a substitute Product or to repair any non-conforming Product at a place designated by VIKING NORSAFE. The Purchaser shall bear the cost of transportation of the Product to the place designated by VIKING NORSAFE.

VIKING NORSAFE shall always be granted an additional period of time to deliver a substitute Product or repair the Product, such period not to be less than one month

If VIKING NORSAFE fails to deliver a substitute Product or repair the Product within the additional period of time, the Purchaser shall be entitled to either:

- a) a proportionate price reduction not exceeding ten per cent (10 %) of the purchase price; or
- b) terminate the Contract, provided that the non-conformity constitutes a fundamental breach by VIKING NORSAFE, and claim damages for the loss incurred by the Purchaser, always provided that such damages shall not exceed ten per cent (10 %) of the purchase price.

23. Any non-conforming Product or parts thereof which have been replaced by VIKING NORSAFE shall be made available to VIKING NORSAFE and be VIKING NORSAFE's sole property.

24. VIKING NORSAFE is not liable for any non-conformity arising out of any of the causes set forth in clause 28, items (i) through (vii).

25. The remedies provided for in clauses 17 to 24 shall be the sole and exclusive remedies available to the purchaser arising out of any non-conformity. Any other remedy against Viking Norsafe arising out of such non-conformity is excluded.

IX PRODUCT LIABILITY



**VIKING
NORSAFE**

Doc.No: SA-04-014
Doc.Type: Work Description
Page: 3 of 3

<i>Author (sign):</i> JIE <i>Approved (sign):</i> EEI (central) <i>Verified (sign):</i> JGj	Viking Norsafe Life-Saving Equipment Norway AS - General terms and conditions for the supply of products and services	<i>Rev. date:</i> 27.05.2019 <i>Rev. no:</i> 4 <i>First publ.date:</i> 25.11.2009
---	--	---

26. VIKING NORSAFE's liability for death or injury to persons caused by defects in the Product, shall be limited to the liability prescribed by mandatory rules of the applicable national law.

27. VIKING NORSAFE shall not be liable for any damage to real or to personal property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser, except for liability of VIKING NORSAFE prescribed by mandatory rules of the applicable national law. VIKING NORSAFE shall not be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

28. If VIKING NORSAFE incurs liability towards any third party for any damage as described in Clause 27 above, the Purchaser shall indemnify and hold VIKING NORSAFE harmless from and against such liability. In addition, the Purchaser shall indemnify and hold harmless VIKING NORSAFE from and against any damage arising out of (i) any improper or incorrect use of the Product, (ii) any improper or incorrect installation, repair or maintenance of the Products, (iii) any alteration carried out without VIKING NORSAFE's prior written consent, (iv) any failure by the Purchaser to adequately train personnel in the operation of the Products, (v) any normal wear and tear or deterioration, (vi) any failure by the Purchaser to comply with applicable laws or regulations, or (vii) any negligence on the part of the Purchaser.

29. If a claim for such damage and/or injury as described in Clauses 27 and 28 above is filed by a third party against one of the Parties, the Party against whom the claim is filed shall immediately inform the other Party thereof in writing.

The Purchaser shall be obliged to be joined as a party to proceedings of any court or arbitral tribunal examining claims for damages filed against one of the Parties on the basis of damage allegedly caused by the Product.

X FORCE MAJEURE

30. VIKING NORSAFE shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war (whether declared or not), military mobilization, insurrection, requisition, seizure, embargo, terrorism, restrictions in the use of power, any industrial dispute, any disturbances in deliveries by sub-contractors, any shortage of raw materials, utilities or transportation and any other circumstances that are beyond VIKING NORSAFE's reasonable control and which affect VIKING NORSAFE's possibilities to fulfil the Contract ("Force Majeure").

XII LIMITATION OF LIABILITY.

31. Notwithstanding any provision of these terms which might otherwise be to the contrary, VIKING NORSAFE shall not be liable to the purchaser for indirect, exemplary, punitive or consequential damages (including but not limited to loss of profits, goodwill, anticipated savings, customers or revenue) of any kind, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, a product liability claim, or otherwise arising out of or related to the contract, and even if VIKING NORSAFE was advised in advance of the possibility of such damages. In addition, the maximum liability of VIKING NORSAFE arising out of the contract shall be limited to the total amount paid by the purchaser to VIKING NORSAFE for the products giving rise to the claim under the contract.

XIII APPLICABLE LAW AND DISPUTES

32. If any provision of the Contract, including these Terms, contravenes mandatory law or is illegal, invalid or unenforceable, such contravention, illegality, invalidity or unenforceability shall not invalidate the entire Contract, including these Terms.

33. The Contract, including these Terms, shall be governed by the laws of the country, where the contracting VIKING NORSAFE entity is situated, and without regard to any choice of law rules (no renvoi).

34. Any dispute or claim arising out of or in connection with the Contract, including these Terms, shall be settled in accordance with the Rules of Procedure of the Institute of Arbitration in the country, where the contracting VIKING NORSAFE entity is situated by one sole arbitrator appointed by the Institute in accordance with the said rules. However, either Party may seek interim relief for any dispute.

The decision of the arbitrator shall be final and binding upon the Parties. The place of arbitration shall be VIKING NORSAFE's place of business. The language of the arbitration shall be the English language.

35. Notwithstanding the foregoing, VIKING NORSAFE shall, at its option, also be entitled to bring an action against the Purchaser before any court of competent jurisdiction under national or international law, in which event the arbitration clause set out above shall not apply.