## GENERAL TERMS AND CONDITIONS OF PURCHASE for NOS Group AS

These General Terms and Conditions of Purchase (the "Terms") apply to all purchase orders and agreements issued by NOS Group AS (hereinafter referred to as the "Buyer") and its affiliates. The Terms form an integral part of every Agreement between the Buyer and the Supplier and shall prevail over any conflicting terms in the Supplier's quotation, order confirmation, general conditions of sale, or any other document issued by the Supplier.

Any Purchase Order issued by the Buyer to the Supplier that indicates it is governed by these Terms shall constitute an offer expressly limited to these Terms. The Supplier's acceptance of the Purchase Order—whether by written acknowledgment, commencement of performance, or otherwise—shall constitute a legally binding contract obligating the Supplier to perform strictly in accordance with these Terms. These Terms take precedence over any other terms and conditions contained in any offer, quotation, proposal, acceptance, or other document proposed by the Supplier.

Any different, additional, or deviating terms proposed by the Supplier are expressly rejected and shall not form part of the Agreement unless expressly accepted in writing by the Buyer.

In the event of any inconsistency between the documents forming the Agreement, the following order of precedence shall apply: (i) the Purchase Order (including any special conditions); (ii) these General Terms and Conditions of Purchase; (iii) any other documents expressly incorporated by reference.

### 1 DEFINITIONS

1.1 The Agreement consists of the Buyer's Purchase Order, these General Terms and Conditions of Purchase, the Supplier's technical documentation (if approved by the Buyer), and any other documents expressly incorporated by reference. These Terms supplement and form an integral part of the Purchase Order.

1.2 The Purchase Price is the Supplier's total compensation for the Supply in accordance with the purchase order, as amended in accordance with clause 9.

1.3 The Supply comprises all products, services, documentation, equipment, materials, drawings, software, software licenses and other items to be supplied by the Supplier to the Buyer.

1.4 "Buyer" means NOS Group AS and its affiliates, namely:

NOS Rental AS,

NOS Chemicals AS,

NOS Service AS,

NOS Elektro AS,

NOS Energy Solutions AS,

NOS Nova AS,

NOS Technology AS, and

NOS MENA FZE

each having its registered address at one of the following locations

- Forusbeen 226, 4313 Sandnes, Norway
- Forusbeen 222, 4313 Sandnes, Norway
- Tangen 7, 4072 Randaberg, Norway
- Floor 4, Office 407, Sheikh Rashid Tower, Dubai World Trade Center, Sheikh Zayed Road Dubai, UAE

1.5 “Supplier” refers to the party who will sell and deliver the Supply to the Buyer in accordance with this Agreement.

1.6 “End-user” means the Buyer, the Buyer’s customer or the final user of the Supply for its intended purpose.

1.7 “Affiliate” means, in respect of any Party, any legal entity that, directly or indirectly: (a) Controls that Party; (b) is Controlled by that Party; or (c) is under common Control with that Party.

“Control” (and the terms “Controls” and “Controlled”) means the ownership, directly or indirectly, of more than fifty percent (50%) of the issued share capital or other equity interests carrying voting rights, or the power to direct or cause the direction of the management and policies of such legal entity, whether through ownership of voting securities, by contract, or otherwise.

For the avoidance of doubt, the term “Affiliate” includes the entities listed as affiliates of the Buyer in clause 1.4.

1.8 “Buyer Group” means the Buyer, its Affiliates, and their respective directors, officers, agents, employees, invitees, and contractors (excluding any member of the Supplier Group). “Supplier Group” means the Supplier and its subcontractors of all tiers and their respective Affiliates, and their respective directors, officers, agents, employees, invitees, and contractors.

## 2 DRAWINGS, DOCUMENTS AND SOFTWARE

2.1 All drawings and technical documents submitted by one party to the other remain the property of the submitting party.

2.2 Detailed information and drawings delivered by the Supplier for installation, operation and maintenance of the Supply remain the property of the Buyer. Such information and drawings must

be sufficiently detailed to enable the Buyer and End-user to install, start-up, operate and maintain all parts of the Supply.

2.3 Where the Supply includes software, the Supplier shall grant the Buyer a non-exclusive, perpetual, irrevocable, transferable, sublicensable and royalty-free license for the use of the software by the Buyer, End-user and Buyer Group. Buyer shall further own all data and other information generated by or with the Supply.

2.4 All intellectual property rights to the software and documentation remain the exclusive property of the Supplier. The software and documentation shall not be further sublicensed, assigned or transferred without the Buyer's prior written consent.

2.5 All new software releases issued by the Supplier within two (2) years after delivery shall be provided to the Buyer free of charge.

2.6 The Buyer shall be entitled, at its own cost, to modify, adjust or upgrade the software to meet its or the End-user's requirements. All intellectual property rights to such modified software shall belong exclusively to the Buyer.

## 3 PERFORMANCE TESTS

3.1 Performance tests, if relevant, shall be included in the Supplier's scope and shall verify compliance with the Agreement, applicable rules and the intended offshore use.

3.2 In the absence of detailed test procedures, the Supplier shall satisfy generally accepted offshore standards and specifications.

3.3 Tests shall be performed at the Supplier's premises during normal working hours unless otherwise agreed. The Supplier shall give the Buyer and/or End-user reasonable notice to attend. A test report shall be issued immediately after completion.

3.4 Any defects shall be rectified by the Supplier at its own cost without delay.

3.5 All costs for tests at the Supplier's premises are for the Supplier's account, except the Buyer's and End-user's travel and accommodation expenses. Additional costs for tests at the Buyer's or offshore site shall be borne by the Buyer only if expressly agreed.

## 4 PURCHASE PRICE, TIME AND TERMS OF DELIVERY

4.1 The Purchase Price is fixed and firm and includes all packing, testing, documentation and other costs but excludes VAT. No additional charges shall be accepted unless expressly stated in the Agreement.

4.2 Delivery shall be made in accordance with any Incoterms 2020 rule as expressly agreed in the Purchase Order or otherwise in writing by the Buyer. In the absence of such agreement, delivery

shall be DAP Buyer's premises or such other location as specified in the Purchase Order (Incoterms 2020).

The Supply shall only be deemed complete upon the Supplier's delivery of all required documentation to the Buyer. Partial deliveries are not permitted unless expressly agreed in writing by the Buyer. Risk of loss or damage to the Supply shall pass to the Buyer in accordance with the applicable Incoterms 2020 rule.

4.2A Supplier shall provide with each shipment:

• Commercial Invoice / Packing List (CI/PL) itemizing part number, detailed description, unit price, quantity, country of origin, Schedule B / HS code, ECCN, serial number, net/gross weight, dimensions, manufacturer name, Incoterms and named place, Supplier contact details.

• Certificate of Origin.

• Material Safety Data Sheet (MSDS) / Safety Data Sheet (SDS).

• Material Certificates.

• Statement as to whether goods require an export license.

• For hazardous material: UN class number, labels and certificates.

All wood packaging shall comply with ISPM 15 and be marked accordingly.

4.3 The Supplier shall immediately notify the Buyer in writing of any anticipated delay and, within ten (10) days, provide full details and mitigation measures. The Buyer may require the Supplier to take reasonable steps to avoid or reduce the delay at the Supplier's cost.

4.4 All markings, packages, invoices and documents shall bear the Buyer's purchase order number and project reference.

4.5 The Supplier shall affix all required CE marking to the Goods in accordance with applicable EU directives and regulations. In addition, the Supplier shall provide the Buyer with the following documents:

- the EU Declaration of Conformity; and
- the Certificate of Analysis or Certificate of Conformity (as applicable).

**5 TITLE**

5.1 Title to the Supply (excluding any Buyer-furnished property) shall pass to the Buyer on the earliest of:

(i) identification of the material as part of the Supply.

(ii) payment for the item; or

(iii) termination of the Agreement.

5.2 The Supplier acknowledges and recognizes the Buyer's and the End-user's ownership of the Supply. The Supplier shall not create, permit, or suffer to exist any lien, encumbrance, charge, or other security interest on the Supply or any part thereof.

The Supplier shall, upon request by the Buyer, promptly provide evidence satisfactory to the Buyer that no liens, encumbrances, or claims affecting title exist or are likely to arise in relation to the Supply.

In the event that any lien or third-party claim arises or is asserted in respect of the Supply, the Supplier shall, at its own cost and expense, promptly defend, indemnify, and hold harmless the Buyer and the End-user against such claim and shall take all necessary steps to discharge or remove the lien forthwith.

The Buyer may, at its sole discretion, withhold payment until satisfactory evidence of clearance is provided or may secure the removal of any lien at the Supplier's cost and expense.

5.3 Items in the Supplier's or sub-suppliers' possession shall be clearly marked as the Buyer's property and stored separately.

## 6 INVOICING, PAYMENT AND AUDIT

6.1 Unless otherwise expressly agreed in writing, payment of undisputed invoices shall be due within thirty (30) days from the date of receipt of a correct and complete invoice by the Buyer.

6.2 Each invoice shall relate to one purchase order only. Partial invoicing is not permitted unless agreed.

6.2A Invoices must include all information required under clause 4.2A and the Order number. Buyer may reject any non-compliant invoice without losing cash-discount or other rights.

6.3 The Buyer and its representatives shall have the right to audit all relevant documentation for the duration of the Agreement and for two (2) years thereafter.

## 7 ASSIGNMENT AND SUB-CONTRACTING

7.1 The Supplier shall not assign or sub-contract any part of the Supply without the Buyer's prior written approval.

7.2 The Buyer may assign its rights and obligations to a third party at any time.

7.3 All sub-contracts shall contain provisions allowing assignment to the Buyer and protecting the Buyer's title.

## 8 QUALITY ASSURANCE, INSPECTIONS AND ORDER CONFIRMATION

8.1 The Supplier shall maintain a quality assurance system in accordance with ISO 9001 (or equivalent) approved by the Buyer. The Supplier remains fully responsible for its sub-suppliers.

8.2 The Buyer shall have the right to inspect and test at the Supplier's and sub-suppliers' premises.

8.3 The Supplier shall confirm the purchase order in writing within five (5) working days. Failure to do so shall be deemed acceptance on the Buyer's terms. Any reference to the Supplier's standard terms shall be disregarded.

## 9 VARIATION ORDERS

9.1 The Buyer may issue or the Supplier may request a Variation Order. The Supplier shall, within ten (10) days, provide a detailed quotation on price and delivery impact. Lack of response shall be deemed acceptance without price or time adjustment.

9.2 Variation Orders shall be implemented immediately upon the Buyer's request, even pending final agreement on effects.

## 10 CANCELLATION

10.1 The Buyer may cancel the Agreement at any time by written notice. In such case the Buyer shall pay only for work already performed and documented plus a cancellation fee equal to the lower of a) four per cent (4 %) of the Purchase Price; or b) six per cent (6 %) of the unpaid portion. No cancellation fee applies in cases of Supplier default or termination under clauses 12 or 13.

## 11 WARRANTY

11.1 The Supplier warrants that the Supply conforms to the Agreement, is free from defects and is suitable for its intended use. For chemicals, conformity includes the provided Safety Data Sheet (SDS).

11.2 The warranty period is eighteen (18) months from the date of delivery or twelve (12) months from the date of installation/first use by the End-user, whichever occurs later. Rectified or replaced parts receive a new warranty period of the same duration from the date of rectification/replacement.

11.3 The Buyer shall notify the Supplier of any defect as soon as reasonably practicable after discovery. The Supplier's warranty obligations shall not be affected by late notification unless the delay has materially prejudiced the Supplier's ability to remedy the defect.

## 12 DEFAULT

12.1 During the warranty period the Supplier shall remedy defects immediately and at no cost to the Buyer. If the Supplier fails to do so within a reasonable time, the Buyer may perform or engage a third party at the Supplier's cost and risk.

12.2 For late delivery the Buyer may claim a penalty of 0.2 % of the Purchase Price per calendar day, maximum ten per cent (10 %) of the total Purchase Price.

12.3 The Buyer may terminate the Agreement with immediate effect if the Supplier becomes insolvent, commits a material breach or reaches the maximum delay penalty.

12.4 Upon termination the Buyer may take delivery of completed or partially completed Supply at pro-rata value.

12.5 Neither Party shall be liable to the other for any indirect or consequential losses, including but not limited to loss of profit, loss of production, loss of revenue, or loss of contracts, except to the extent such losses are recoverable under the indemnities in Article 15.

## 13 FORCE MAJEURE

13.1 Neither party is liable for non-performance caused by Force Majeure.

13.2 If the Force Majeure situation lasts more than thirty (30) days, the Buyer may terminate the Agreement and take title to the Supply in its current condition by paying a proportional part of the Purchase Price.

## 14 INSURANCE

14.1 The Supplier shall, at its sole expense, maintain in full force and effect during the term of the Agreement and for a period of at least twenty-four (24) months after final delivery or completion of the Supply (or such longer period as may be required under applicable law), the following insurances with reputable insurers acceptable to the Buyer:

(i) Commercial General Liability Insurance (including contractual liability, products/completed operations, and sudden and accidental pollution) with a minimum limit of NOK 10,000,000 per occurrence and NOK 20,000,000 in the aggregate;

(ii) Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with a minimum combined single limit of NOK 10,000,000 per accident;

(iii) Employers' Liability / Workers' Compensation Insurance as required by applicable law (including any offshore or Norwegian statutory requirements) with minimum limits in accordance with applicable legislation; and

(iv) Such other insurances as may reasonably be required by the Buyer or the End-user.

All policies shall:

(a) name the Buyer Group as additional insureds.
(b) be primary and non-contributory with respect to any insurance maintained by the Buyer Group.
(c) contain a waiver of subrogation in favor of the Buyer Group; and
(d) provide at least thirty (30) days' prior written notice to the Buyer of any cancellation, material reduction in coverage, or material change.

The Supplier shall, upon request by the Buyer, promptly provide certificates of insurance (and, if requested, full policy wording) evidencing compliance with this clause. Failure to maintain the required insurance shall entitle the Buyer to procure such insurance at the Supplier's cost and expense.

## 15 LIABILITY AND INDEMNIFICATION

15.1 Each Party shall be responsible for, and shall defend, indemnify and hold harmless the other Party and its Group from and against any claims, losses, damages, costs and expenses arising out of or in connection with:

(i) injury to or death of its own personnel; or

(ii) loss of or damage to its own property, irrespective of cause or fault, including negligence or gross negligence (to the extent permitted by applicable law).

The foregoing shall not apply in the case of willful misconduct or gross negligence by the indemnifying Party's senior management (to the extent required by applicable law).

15.2 Each Party shall defend, indemnify and hold harmless the other Party and its Group from and against any claims brought by third parties for personal injury or property damage to the extent arising from the indemnifying Party's operations or performance under the Agreement.

15.3 Notwithstanding any other provision of this Article 15:

(i) The Supplier Group shall have sole responsibility for, and shall defend, indemnify and hold harmless the Buyer Group from and against any claims, losses, damages, costs and expenses arising out of pollution or contamination emanating from equipment, materials or substances in the possession or control of the Supplier Group.

(ii) The Buyer Group shall have sole responsibility for hydrocarbons, wellbore fluids or chemicals, except to the extent that any such claim arises from a defect in the Supply provided by the Supplier.

The obligations set out in this Clause 15.3 shall not apply in the case of willful misconduct or gross negligence by the indemnifying Party's senior management (to the extent required by applicable law).

15.4 The Supplier shall defend, indemnify and hold harmless the Buyer Group from and against any claims of infringement of third-party intellectual property rights arising from the Supply or its use, except where the infringement arises solely from specifications or designs provided by the Buyer.

## 16 PATENTS ETC.

16.1 The Supplier warrants that the Supply does not infringe any third-party patents or industrial rights and shall indemnify the Buyer against any resulting claims.

## 17 CONFIDENTIALITY

17.1 Each Party shall keep confidential all information disclosed by the other Party in connection with the Agreement and shall not disclose such information to any third party without the disclosing Party's prior written consent.

The Buyer may disclose such information to members of the Buyer Group and to the End-user to the extent necessary for the use, operation or maintenance of the Supply. This obligation shall survive termination or expiry of the Agreement for a period of five (5) years.

## 18 Buyer-Furnished Property

18.1 All tooling, dies, patterns, jigs, fixtures, and materials furnished by the Buyer to the Supplier shall at all times remain the sole and exclusive property of the Buyer. The Supplier shall use such items solely for the purpose of fulfilling the Order and for no other purpose. The Supplier shall maintain such items in good condition and shall return them to the Buyer or dispose of them in accordance with the Buyer's written instructions upon completion of the Order or upon the Buyer's earlier request.

The Supplier shall be liable for any loss of or damage to Buyer-furnished property while in its possession, except for normal wear and tear.

## 19 Returns

19.1 The Buyer may return defective, non-conforming, late or excess goods at the Supplier's expense and risk. The Supplier shall refund or replace such goods promptly. The Buyer may also return unused generic goods within twelve (12) months of delivery for a full refund, provided they are in resalable condition.

## 20 Compliance with Laws, Anti-Corruption, Export Controls and Sanctions

20.1 The Supplier shall, at all times, comply with all applicable laws and regulations, including but not limited to:

- the Norwegian Penal Code (Straffeloven), in particular the provisions on corruption and trading in influence.
- the Norwegian Transparency Act (Åpenhetsloven) regarding respect for fundamental human rights and decent working conditions;
- Norwegian and international export control regulations, including the Export Control Act and regulations administered by the Norwegian Agency for Export Control and Sanctions (DEKSA);
- applicable sanctions regulations, including those adopted by the United Nations, the European Union, and implemented in Norway; and
- any other relevant anti-bribery, anti-corruption, trade compliance, and economic sanctions laws.

The Supplier shall not, directly or indirectly, offer, promise, give, or accept any improper advantage, bribe, facilitation payment, or other undue benefit to or from any public official, private person, or entity in connection with the performance of the Agreement.

20.2 The Supplier shall immediately notify the Buyer in writing of any actual or suspected breach of the obligations set out in this Article 20. The Supplier shall fully cooperate with the Buyer in any investigation or audit relating to such matters.

Any breach of this Article 20 shall constitute a material breach of the Agreement, entitling the Buyer to terminate the Agreement with immediate effect without any liability towards the Supplier.

20.3 The Supplier shall ensure that all its subcontractors and other third parties acting on its behalf are bound by obligations equivalent to those set out in this Article 20.

## 21 Data Protection / GDPR

21.1 The Supplier shall comply with all applicable data protection laws, including the Norwegian Personal Data Act and the EU General Data Protection Regulation (GDPR). Where the Supplier processes personal data on behalf of the Buyer, the parties shall enter into a separate data processing agreement in accordance with Article 28 GDPR. The Supplier shall implement appropriate technical and organizational measures to ensure the security of personal data.

## 22 GOVERNING LAW AND DISPUTE RESOLUTION

22.1 This Agreement is governed by Norwegian law, without regard to its conflict of laws principles.

22.2 Any dispute arising out of or in connection with this Agreement shall be settled by the Sør-Rogaland District Court (Sør-Rogaland tingrett) as the court of first instance.

22.3 Before initiating legal proceedings, the parties shall attempt to resolve any dispute through good-faith negotiations between senior representatives.

22.4 Court proceedings shall be conducted in the Norwegian language. Documents submitted in a language other than Norwegian shall, if required by the court, be accompanied by a certified Norwegian translation at the submitting party's cost.

**Accepted and agreed** The Supplier confirms acceptance of these terms by signing and returning the order confirmation or by commencing performance.