

General Terms and Conditions of Purchase

The following terms and conditions shall form an integral part of all orders and any other contracts relating to the delivery of goods and/or services from suppliers of goods/service to BEWI (as defined below).

1. Definitions

- 1.1. **BEWI** – means BEWI ASA and/or any of its direct or indirect subsidiaries (as applicable).
- 1.2. **Confidential Information** – means all information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation.
- 1.3. **Contract** – means any agreement between BEWI and a Supplier.
- 1.4. **General Terms and Conditions** - means the general terms and conditions set out herein.
- 1.5. **Purchaser** - means BEWI.
- 1.6. **Purchase Order** – means an order made by BEWI for purchase of goods and/or services, including the description, type of packaging, quantity, weight, place of loading, place of delivery and order delivery date specified in such order and/or in these terms and conditions.
- 1.7. **Specification** – means a detailed description of what is being ordered.
- 1.8. **Supplier** – means any supplier to BEWI of goods and/or services.

2. General

- 2.1. These General Terms and Conditions apply to all Purchase Orders. If there is a conflict between General Terms of conditions and a Purchase Order, a Contract or any Specification such as Purchase Order, Contract or Specification shall prevail.
- 2.2. By way of accepting and/or executing on a Purchase Order (partially or in full) the Supplier is unconditionally accepting these General Terms and Conditions (regardless of whether any restrictions or limitations are stated on the acceptance provided by the Supplier).
- 2.3. These General Terms and Conditions shall not establish an exclusive purchase and supply agreement between BEWI and any Supplier.
- 2.4. All documentation provided to or from BEWI shall be supplied in the English language.

3. Ordering

- 3.1. Purchase Orders shall specify product, type, amount/volume, delivery time, date, location, and delivery terms. Each Purchase Order will have a unique number.
- 3.2. All Purchase Orders shall be made in writing and any discussions or oral agreements between the parties shall be only binding upon BEWI if confirmed in writing.
- 3.3. The Supplier must check Purchase Orders for errors without any delay. If such errors appear or lack of suitability in respect of the specifications are noticed the Supplier shall notify the Purchaser immediately of any necessity for changes.
- 3.4. The Supplier shall confirm orders and/or amendments in writing by sending order confirmation with prices, delivery dates and terms, within a period of two (2) days not being a Saturday or a Sunday.

4. Delivery and approval

- 4.1. The delivery of the goods shall be based on the conditions indicated in the Purchase Order. If the Supplier is aware that they are unable to fulfil their contractual obligations

in whole or in part or in a timely manner, they shall notify the Purchaser of any such circumstance without delay and shall state the reasons for, and the potential duration of any such delay. Such notice of delay does not for the avoidance of doubt release the Supplier from its obligation to deliver the goods and/or services within agreed delivery period.

- 4.2. Delivery of the goods shall be made DAP in accordance with INCOTERMS 2020, unless otherwise agreed in writing.
- 4.3. If goods or services stated in the Purchase Order are not delivered within the delivery period set out in the Purchase Order or otherwise agreed between the parties in writing, the Purchaser may cancel the Purchase Order (in whole or in part).
- 4.4. The Purchaser shall be entitled to inspect or test samples of the Goods and/or Services at all reasonable times. Such inspection does, however, in no way imply that the Purchaser will accept the Goods and/or services.
- 4.5. The Purchaser may reject goods and/or services that does not comply with the Purchase Order, a Contract or any Specification within a reasonable timeframe. Any rejected goods will be returned at the cost of the Supplier.
- 4.6. The acceptance of late deliveries shall not constitute a waiver by the Purchaser of its right to cancel a Purchase Order or to refuse further deliveries.
- 4.7. If the Supplier is not able to complete the Purchase Order within the delivery period set out in the Purchase Order or otherwise agreed between the parties in writing, the supplier shall be liable for any costs or expenses incurred by BEWI as a result of such delay in accordance with law or as otherwise agreed between the parties in writing.

5. **Packaging of goods**

- 5.1. All goods shall be packed in accordance with the following:
 - 5.1.1. To prevent any damage during transportation, storage, loading and unloading.
 - 5.1.2. Be clearly identifiable with the Purchase Order number, item code and item name.
 - 5.1.3. The Supplier undertakes to use its best effort to pack the goods with appropriate, environmentally sustainable materials that can be recycled.
- 5.2. If the pallets and/or boxes are not labelled in the correct manner, the Purchaser shall provide the Supplier with the possibility to correct this without delay at the delivery location of the goods. If the Supplier is not or will not be able to do that promptly (being under no circumstances more than [2] days), the Purchaser's personnel shall be entitled (but under no obligation) to label the goods in a correct way. Relabelling of the goods and all expenses in connection thereto shall be covered by the Supplier and paid (if applicable) to the Purchaser upon request, without delay.

6. **Warranty, notifications of defects and liability**

- 6.1. The Supplier warrants that the goods supplied are without any defects, which may reduce their value or affect their usability, that they carry the agreed or guaranteed properties, that they are suitable for the purpose stipulated in the Contract and/or the Purchase Order, that they conform both to generally accepted technical practice and to applicable regulations.
- 6.2. The Purchaser shall notify the Supplier of any defects of the products and/or services delivered as soon these are discovered in the regular course of business. This shall not apply to defects caused by:
 - 6.2.1. normal wear and tear by the Purchaser; or

- 6.2.2. improper handling by the Purchaser.
- 6.3. If the Supplier is not able to correct a defect, the Purchaser shall have a right to correct the defect himself at the Supplier's expenses or return the goods (upon the Purchaser's sole discretion).
- 6.4. All transports in connection with remedial work shall be at the Supplier's risk and expense unless the product is located elsewhere than the place of delivery. The Purchaser shall follow the Supplier's instructions on how the transport shall be carried out.
- 6.5. The warranty by the Supplier shall also cover any items manufactured or delivered by a sub-contractor to the Supplier.

7. Dispatch requirements

- 7.1. The Supplier shall provide for each individual consignment a detailed dispatch note on the date of dispatch. Each delivery shall be accompanied by a delivery note and a packing slip. If the goods are to be dispatched by ship, the dispatch documentation and invoice shall specify the names of the shipping company and the ship. The mode of transport shall be agreed between the Purchaser and the Supplier, if not agreed otherwise, the Supplier shall choose the mode of transport which is most beneficial for the Purchaser. All dispatch notes, packing slips, bills of lading and invoices as well as all outer packaging must indicate the complete order reference and details concerning the unloading point specified by the Purchaser.
- 7.2. Documents containing sensitive information, such as purchase prices shall not be provided to any third party (such as truck drivers etc) without the knowledge and consent of the Purchaser.
- 7.3. The goods shall always be packed and marked according to the Purchase Order. If not possible to pack as indicated, written agreement must be made between the Purchaser and the Supplier. Dangerous goods shall be packed and marked according to appropriate international/national law.
- 7.4. The Supplier shall be fully liable for any damage caused by the non-compliance of the provisions set out in these General Terms and Conditions and shall reimburse the Purchase for any costs or expenses incurred by the Purchaser as a consequence of the Supplier's or any of its sub-contractors' failure to do so. The Supplier is also responsible for ensuring that all shipping requirements are fulfilled by all its subcontractors.
- 7.5. Any consignments of which the Purchaser is unable to take delivery because of the non-compliance with specifications indicated in the Purchase Order shall be stored at the Supplier's expense and risk.
- 7.6. Any changes to the delivery date shall be communicated in writing to the Purchaser. If the Supplier wants to advance the delivery of goods, scheduled for a later date, the Supplier shall apply for it in writing to the Purchaser. If the Supplier delivers outside the deadline agreed the Purchaser may cancel the Purchase Order (in part or in full) without notice and cost.

8. Price

- 8.1. If not agreed otherwise all prices shall be indicated in the Purchase Order. If there are additional taxes applicable for the goods which are not stated on the Purchase Order,

the Supplier shall inform the Purchaser in writing and not start the production of ordered goods before all additional taxes are agreed.

- 8.2. If the Supplier reduces prices for the goods and improves the conditions during the period between order and delivery, the reduced prices and/or improved conditions valid at the date of dispatch shall apply.
- 8.3. Prices in the Purchase Order shall include all costs for testing, packaging, and tagging as well as insurance, and delivery to the delivery point (if applicable based on the agreed INCOTERMS).

9. Invoicing and payments

- 9.1. The Supplier shall invoice the Purchaser upon delivery of the goods.
- 9.2. Each invoice should:
 - 9.2.1. State the Purchase Order number
 - 9.2.2. Contain all the correct data for accurate payment. Address, VAT number, bank account details.
- 9.3. All invoices shall be sent to _____
- 9.4. The payment term shall be 60 days from the date of delivery of the Goods/Services, unless otherwise agreed.

10. Documentation

- 10.1. The Supplier guarantees that patents, licenses, or industrial property rights of third parties will not be infringed against because of the supply or use of the goods supplied.
- 10.2. Drawings, standards, guidelines, methods of analysis, formulas and other documents provided to the Supplier by the Purchaser for the purpose of manufacturing the goods and any such documents drawn up by the Supplier shall remain the property of the Purchaser and may not be used for any other purpose, reproduced, or made available to third parties by the Supplier.

11. Advertising

- 11.1. The Supplier shall not refer to business relations with the Purchaser in any information or advertising material without the Purchaser's written agreement.

12. Applicable Law and Place of Jurisdiction

- 12.1. If any disputes arise from the agreement and any matter related thereto will be decided in accordance with the legislation on arbitration in the Purchaser's country.
- 12.2. Any disputes that may arise in connection with the performance of the contract shall be settled by the Parties by means of negotiations and the Parties shall make every effort to resolve the dispute through an appropriate agreement. If a dispute is not resolved in the matter, it will be submitted to the court having jurisdiction over the ordering Party's registered office.