

These **PURCHASING CONDITIONS** apply for the purchase of goods, services and documentation (collectively, **"GOODS"**) as described in a PURCHASE ORDER issued by BANO, from a supplier as described in a Purchase Order, hereinafter **SUPPLIER**" .

Definitions

"BANO" means Bano Group AS and affiliated companies, **"SUPPLIER"** means the company and his affiliates to deliver **GOODS** ordered by BANO.

A **"PURCHASE ORDER"** is an order issued by BANO for the purchase of **GOODS**, together with the specifications, drawings, **PURCHASING CONDITIONS** and other documents referred to in the **PURCHASE ORDER**. The acceptance of any **PURCHASE ORDER** implies the acceptance of these **PURCHASING CONDITIONS**. Any proposal for additional or different terms and conditions (whether included in **SUPPLIER'** s quotation, acknowledgement, or any other document) is rejected unless accepted in writing by BANO.

FORCE MAJEURE" means extraordinary events exceeding 45 days, beyond the control of **SUPPLIER**, such as war, riots, blockades, natural disasters and lock-out associated with state or regulatory restrictions, which were not known before **PURCHASE ORDER** was issued by BANO and cannot be avoided by the **SUPPLIER**.

1. Contractual documents

1.1. The **PURCHASE ORDER** consists of the following documents:

- a) Purchase order with any special conditions
- b) Any written agreement
- c) Bano Group Purchasing Conditions
- d) Bano Group Code of Ethics and Business Conduct
- e) **SUPPLIER'**s quotation.

1.2. In the event of a conflict between the provisions in the contractual documents, the order off precedence shall be as per clause 1.1.

1.3. Ordering can take place in writing and orally. **SUPPLIER** shall without undue delay send an order confirmation. BANO is not bound by a **PURCHASE ORDER** that has not been confirmed in writing within 7 working days.

1.4. Any deviation from these **PURCHASING CONDITIONS** must be agreed in writing.

2. Quotation

2.1. **GOODS** shall meet the requirements according to applicable laws and regulations, as well as the characteristics and descriptions of inquiry documents or verbally agreed. **SUPPLIER** shall prepare quotations free of charge. Deviations from BANO inquiry documents must be specified explicitly.

2.2. BANO reserves the right to reject or accept all or parts of the quotation.

3. Delivery

3.1. Delivery of **GOODS** includes, packaging, marking, and shipping, as well as documentation common to the industry standard and/ or specified in **PURCHASE ORDER**. **GOODS** will

be free from defects and will be fit for intended use and compliant with the requirements as set out in **PURCHASE ORDER**.

4. Assignment

4.1. The **PURCHASE ORDER** or parts thereof cannot be assigned to subcontractors without the written consent of BANO.

4.2. In case of subcontracting, a copy of the order to an approved subcontractor shall be sent to BANO as soon as such order has been issued.

4.3. **SUPPLIER** is fully responsible for warranty obligations regardless of any subcontractors to **SUPPLIER**.

4.4. BANO may assign its rights and obligations in whole or in part without **SUPPLIER'S** consent.

5. Termination and right to return

5.1. BANO may terminate or suspend **PURCHASE ORDER** for any reason at any time by written notice.

5.2. BANO shall in such case pay only the unpaid balance due for that part of **GOODS** delivery in compliance with **PURCHASE ORDER**.

5.3. BANO reserves the right to return **GOODS** which are in excess or incorrectly ordered. Returned **GOODS**, provided in undamaged condition, must be credited in full by **SUPPLIER**.

6. Prices

6.1. Prices stated in **PURCHASE ORDER** and order confirmation shall be exclusive VAT and fixed from the order date to the delivery date. Amounts beyond the agreed price will not be accepted.

6.2. BANO reserves the right to dispute the invoiced price and may require documentation for additional control.

6.3. Without written consent, **SUPPLIER** is not entitled to adjust prices due to change in exchange rate. In case of such consent, **SUPPLIER** is only entitled to adjust for currency adjustments for more than 5%, provided the quotation or order confirmation the actual exchange rate is stated.

6.4. Prices are including suitable transport packaging, DDP Incoterms 2022 (BANO warehouse or agreed place). **SUPPLIER** chooses the method of transport. **GOODS** must be protected for safe transport and storage. If **SUPPLIER** is delayed, **SUPPLIER** shall on its own cost expedite delivery to minimize impact of the delay.

6.5. If the invoiced price is not in accordance with agreed price, BANO will be credited the difference. BANO may require relevant documentation for control.

6.6. Price adjustments must be notified with a minimum of 3 months' notice and must be agreed by BANO before implementation. Pending a mutual agreed new (price-) agreement, the old prices apply.

7. Progress report

7.1. BANO can request **SUPPLIER** to send a relevant delivery or production report.

8. Information

8.1. Upon request, BANO is entitled to receive all information regarding the delivery. This includes the identity of the subcontractors and their impact on the delivery time. If deemed necessary, BANO is entitled to inspect SUPPLIERS and subcontractor's production facilities. The parties bear their own costs associated with such inspections.

9. Audit rights

9.1. Before delivery, BANO is entitled to audit or inspect to ensure the delivery of GOODS is made in accordance with PURCHASE ORDER specifications. Such inspection can be carried out at SUPPLIERS and/ or subcontractor's location.

9.2. Above inspections does not release SUPPLIER or subcontractor from obligations agreed in PURCHASE ORDER. Parties bear their own costs associated with such inspections.

10. Documents

10.1. BANO can demand the SUPPLIER to provide invoices electronically.

10.2. Packing slip and similar documents shall always refer to PURCHASE ORDER and an itemized listing of GOODS provided. SUPPLIER will submit an invoice referring to PURCHASE ORDER number and an itemized listing of GOODS provided and, as applicable, part numbers, quantity, hours, unit and total prices, taxes and other charges and identified separately. Invoices that do not meet these minimum requirements will be returned.

10.3. Invoices will be processed only in case of complete and final delivery; partial invoicing will not be accepted. Incorrect invoices will not be processed.

10.4. Product data sheets, HSE data sheets, certificates which are customary and, or specified in PURCHASE ORDER are a material component of PURCHASE ORDER. Such documents must be sent by e-mail and at the same time with GOODS. In case such documentation is not received on or before the delivery of GOODS, payment of the invoice will be deferred until all documentation has been received and approved.

11. Takeover

11.1. When the GOODS have been received and BANO has had the opportunity to check that delivery is in accordance with specified requirements, takeover is approved.

11.2. Machines and other GOODS that SUPPLIER must assemble are only taken over when assembly has been carried out and the product works as intended. BANO can withhold 30% of the invoice amount until the delivery has been received, tested and approved.

11.3. Complaints sent up to four (4) weeks after errors or defects are, or should be, discovered and are in all respects sent on time.

11.4. In any case, a complaint is considered to have been submitted in due time in cases where SUPPLIER or his subcontractor has acted negligently or in breach of honesty and good faith.

12. Insurance

12.1. SUPPLIER is obliged to cover transport insurance including fire and war risk in those cases where agreed delivery

conditions entail such insurance obligation for SUPPLIER. Furthermore, the SUPPLIER must have relevant liability insurance that includes product liability for the agreed product. With regards to product liability, the SUPPLIER shall indemnify BANO for any damage that may arise due to a result of a defect in the delivery as defined in the Product Liability Act of 23.12.1988 including amendments.

13. Late delivery

13.1. The GOODS are considered to have been delivered only when they have been completely received, including documentation, at the agreed place, and fully approved by BANO. BANO reserves the right to return GOODS not meeting the requirements as per PURCHASE ORDER and, or requirements for quality.

13.2. As soon as SUPPLIER has reason to believe that delivery will be delayed, SUPPLIER shall notify BANO in writing of the reasons for the delay and a new delivery date shall be agreed. In case of late delivery, BANO is entitled to liquidated damages of 1% of the contract price per day with a maximum of 20% of the contract price and BANO shall have the right to cancel the PURCHASE ORDER free of charge, in whole or in part.

13.3. If SUPPLIER fails to fulfil the order's obligations, or becomes insolvent, is this considered negligence and BANO can:

- a) Require that SUPPLIER immediately take the necessary steps to fulfil its obligations.
- b) Withhold all or part of the payment to ensure that SUPPLIER fulfils its obligations.
- c) Claim compensation for damage or loss caused due negligence.
- d) Terminate PURCHASE ORDER.
- e) Complete delivery solely or by using another party at SUPPLIERS expense. If such case occurs, the parties shall do all what is necessary for BANO delivery to be completed.

13.4. In case of delay or late delivery of documentation according to clause 10.4, the sections 13.2 and 13.3 apply.

14. Warranty

14.1. SUPPLIER guarantees that GOODS are in accordance with PURCHASE ORDER and free from defects in design, construction, material and workmanship, suitable for use by BANO and compliant with current and applicable industry standards and regulations.

14.2. Unless SUPPLIER' s normal warranty conditions are more favourable, the warranty period is 48 months from the day the delivered GOODS are taken into use by BANO end-user.

14.3. If within the warranty period GOODS are found to be defect or otherwise fails to meet the requirements of PURCHASE ORDER, then SUPPLIER shall forthwith, repair or replace the GOODS and carry out all necessary work associated with such repair or replacement at SUPPLIER' s sole cost. Such remedial work shall include costs for disassembly and assembly related to the defective GOODS.

14.4. The initial warranty period for repaired or replaced GOODS is extended by 24 months from the day the remedial work is approved by BANO.

14.5. It is SUPPLIER' s responsibility to prove that the replaced GOODS are not to be regarded as a guarantee. BANO does not expect an invoice for this matter until the case has been clarified and a report is available.

14.6. Transport costs for the repaired or replaced GOODS are for SUPPLIERS risk and cost.

15. Rights

15.1. The SUPPLIER is responsible that GOODS or services do not infringe a third party's trademark, patent rights or registered design and for that reason cannot be used by the BANO. SUPPLIER will defend, indemnify, and hold harmless BANO from and against all claims, damages, liabilities, of any kind, arising from any claim that SUPPLIER' s GOODS or services, infringes any intellectual property right or similar rights. This clause shall survive the expiration of any PURCHASE ORDER.

15.2. All information BANO and SUPPLIER exchanges shall be held confidential and not be transferred to other parties without the other party's written consent.

15.3. SUPPLIER shall not take photographs on or of BANO' s property without written permission.

16. Payment terms

16.1. The payment terms are 60 days after a correct invoice has been received, provided that the GOODS and documentation have been delivered, received, and approved.

16.2. Prepayments are usually not accepted. However, if an agreement for prepayments mutually is approved, SUPPLIER shall provide at its own costs, a bank guarantee for the prepayment amount.

17. Disputes

17.1. Disputes shall primarily be solved through negotiations between parties 'senior management. If consensus is not reached, the dispute will be referred to Fjordane District Court, Førde Norway.

17.2. PURCHASE ORDER shall be governed by and interpreted in accordance with Norwegian law.

18. Compliance

18.1. SUPPLIER shall adhere to the principles and standards that are compliant with the minimal standards outlined in Bano' s Code of Ethics and Business Conduct and needs to confirm compliance in writing.

18.2 SUPPLIER shall have implemented a satisfactory management system which includes the main areas of quality management, environmental management and health, environment, and safety. The SUPPLIER must be able to document above compliance.

18.3. SUPPLIER shall participate in quality control, examinations, and testing to ensure that the delivery is carried out in accordance with the specification requirements as mentioned in the order.