1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following terms shall have the following meanings:

"**Buyer**" and "**Supplier**" means respectively the parties identified as Buyer/Company and Supplier/Contractor/Seller in the separate contract/purchase document.

"**Conditions**" means these general terms and conditions of purchase.

"**Contract**" means the separate contract/purchase document, including any appendices attached thereto, together with these Conditions.

"**Deliverables**" means all products, goods and services (including documents, drawings and computer programs) to be delivered by Supplier as set out in, and pursuant to, the Contract.

"**Intellectual Property**" means all intellectual property rights, including but not limited to patents, patent applications, inventions (whether patentable or not), trade secrets, know-how, technical information, designs, copyrights, database rights, trademarks, trade names, and data (including technical data, test data, and research data).

"**Work**" means the work to be performed by Supplier for the production, performance and delivery of the Deliverables.

1.2 If there is any conflict between the provisions of the Contract, priority shall be given in the following order: i) the separate contract/purchase document; ii) these Conditions; iii) the appendices to the contract/purchase document in the order in which the appendices appear.

1.3 The parties agree that any terms or conditions of Supplier that are not expressly included in the Contract shall be of no effect and shall not form part of the Contract, unless expressly agreed in writing by both parties. No conduct of Buyer, including acceptance of Deliverables or payment, shall be construed as acceptance of any such Supplier terms.

2 GENERAL OBLIGATIONS OF SUPPLIER

2.1 Supplier shall perform the Work and deliver the Deliverables in accordance with all terms and conditions set forth in the Contract.

2.2 Supplier guarantees that it has sufficient resources and competence to perform the Work, that it shall perform the Work with the degree of care and skill normally exercised by professional firms performing work of a similar nature, and that the Deliverables shall, when delivered:

a) meet the description and specifications as set out in the Contract, and for a period of, unless otherwise agreed in the Contract, two years after their delivery, be free from defects;

b) be fit for their intended purpose; and

c) comply with applicable laws and regulations.

2.3 Supplier shall obtain and maintain all permits, authorities and approvals necessary to perform the Work and deliver the Deliverables. If requested by Buyer, Supplier shall provide evidence that it has complied and complies with this obligation.

2.4 Supplier shall not subcontract the Work, the Deliverables or parts thereof without Buyer's prior written consent. Such consent does not relieve Supplier from any of its liabilities or obligations under the Contract.

2.5 Supplier shall have adequate systems and processes suited to the Deliverables for quality assurance and the protection of health, safety and the environment. Buyer is, at any time, entitled to carry out inspections and audits at Supplier's or any subcontractors' premises to confirm compliance. Supplier shall assist Buyer with such inspections and audits. If Buyer deems such systems inadequate, Supplier shall implement any reasonable changes requested by Buyer within a reasonable time and at Supplier's expense.

2.6 If the parties have agreed upon key personnel for the Work or Deliverables, such personnel shall not be replaced without Buyer's prior written consent, which shall not be unreasonably withheld.

2.7 Supplier shall at its expense immediately replace personnel who in Buyer's reasonable opinion conduct themselves in an improper manner, are in breach of Buyer's guidelines for health, safety and environment, or are otherwise unsuitable to perform the Work or deliver the Deliverables.

2.8 Supplier shall ensure that all Work and Deliverables are conducted in compliance with all rules relating to health, safety and environment and working conditions applicable at the relevant location.

3 SUPPLIER CODE OF CONDUCT

3.1 Supplier shall, throughout the term of the Contract, ensure that it complies with the principles set out in Buyer's Supplier Code of Conduct (a copy of which is attached to the Contract). Furthermore, Supplier shall actively promote the principles set out in Buyer's Supplier Code of Conduct toward its own suppliers/contractors and sub-suppliers/subcontractors of any tier that have a material contribution to the Work or supply of the Deliverables to Buyer (Supplier and such suppliers/contractors/sub-suppliers/subcontractors being together referred to as the "**Supply Chain**").

3.2 Buyer may at any time during the term of the Contract take any reasonable actions to monitor and audit Supplier's compliance with its obligations under Article 3.1 by, including, without limitation; (i) requiring Supplier to provide details of the Supply Chain's compliance systems, or (ii) carrying out, with reasonable prior notice, inspections of the Supply Chain's sites. Supplier shall provide all reasonable assistance to Buyer.

3.3 If at any time, Buyer identifies, or reasonably suspects, non-compliance with or breach of the principles of Buyer's Supplier Code of Conduct ("**Non-Compliance**") by any member of the Supply Chain, Buyer shall notify Supplier of such Non-Compliance. Supplier shall provide all reasonable assistance to enable Buyer to investigate the Non-Compliance.

3.4 If a Non-Compliance in the Supply Chain is material (with regard to (i) the nature of the principle concerned, (ii) any potential effect on Buyer's and its affiliates' reputation, or (iii) the performance of the Contract) and/or cannot be corrected, Buyer may terminate the Contract by written notice.

3.5 If a Non-Compliance in the Supply Chain is immaterial and can be corrected, Supplier shall be afforded a reasonable period within which the Non-Compliance shall be corrected. Supplier shall then, without undue delay, submit a correction plan to Buyer. If upon the expiry of the correction period, the Non-Compliance has not been corrected, Buyer may terminate the Contract by written notice.

3.6 The rights and remedies in this Article 3 are not exclusive of, and are without prejudice to, any rights and remedies provided elsewhere in the Contract and by general law.

4 TESTING, INSTALLATION AND DELIVERY

4.1 Buyer shall provide the items and services that Buyer has expressly agreed to supply under the Contract to facilitate testing and/or installation work. If Supplier requires other items or services, such items or services shall be provided by Supplier at Supplier's expense.

4.2 Testing and any necessary rectification shall continue for a reasonable period (or such period agreed in the Contract) until Buyer finally accepts or rejects the Deliverables as being or not being in compliance with the Contract, in accordance with Article 4.3 and 4.4 below.

4.3 Delivery shall occur when the delivery date has been reached and the Deliverables (including all documentation, computer programs, etc, required for Buyer's operation and maintenance of the Deliverables) have been completed in accordance with the Contract and delivered on Buyer's nominated delivery location. If Supplier shall carry out installation work and/or testing, the Deliverables shall also have been installed and/or have passed all tests and Buyer shall have confirmed its acceptance of each Deliverable. If specified in the Contract, the parties shall jointly conclude a delivery protocol confirming delivery.

4.4 If the delivery date has been reached and any of the conditions for delivery according to Article 4.3 are not met, Buyer may:

a) accept delivery and apply the provisions regarding defects in Articles 10.3 to 10.5,

b) reject the Deliverables and apply the provisions regarding delays in Article 5; or

c) if the defect is material, apply the provisions regarding termination in Article 12.

4.5 Unless otherwise agreed in the Contract, the agreed Contract price includes the costs of installation, testing and any necessary rectification work.

5 PROGRESS AND DELAYS

5.1 If Supplier becomes aware that it will be unable to meet any agreed milestone(s) or delivery date(s) for the Deliverables, it shall immediately notify Buyer in writing thereof, specifying the reason for the delay, proposals to minimise the delay and the anticipated new milestone(s) or delivery date(s).

5.2 If Supplier or those for whom it is responsible are the cause of the delay, Supplier shall not be entitled to claim compensation for any costs related to the delay or actions required to minimise it. If Buyer or those for whom it is responsible are the cause of the delay, Supplier may claim compensation for its reasonable, documented costs incurred as a direct result of the delay and/or actions required to minimise it, together with a reasonable extension to the original agreed milestone/delivery date(s), however, only provided Supplier notifies Buyer of such claim within 14 calendar days after becoming, or reasonably should have become, aware of the delay.

5.3 Regardless of the cause of the delay, Supplier is liable for those costs, expenses and losses incurred by Buyer which could have been avoided if Supplier had notified Buyer of the delay upon becoming, or reasonably should have become, aware of the delay.

5.4 Unless otherwise agreed in the Contract, liquidated damages shall accrue at a rate of 0.3% of the total Contract price per day by which each of the milestone or delivery dates is delayed for a reason caused by Supplier or those for which it is responsible, subject to a total limit of 15% of the total Contract price.

5.5 If the delay is caused by gross negligence or wilful misconduct by Supplier, or someone for whom Supplier is responsible, Buyer may instead of claiming liquidated damages claim compensation for any costs and losses incurred due to the delay.

6 TITLE AND RISK

6.1 Unless otherwise agreed in the Contract, title to the Deliverables (or each Deliverable in case of several or successive Deliverables) passes from Supplier to Buyer at the earlier of:

a) payment of the agreed purchase price for the Deliverables (or each Deliverable); and

b) arrival of the Deliverables (or each Deliverable) at Buyer's nominated delivery location.

6.2 Risk of loss of and damage to the Deliverables (or each Deliverable) passes from Supplier to Buyer upon delivery of the Deliverables in accordance with Article 4.3.

6.3 Any reference to Incoterms in delivery obligations shall be deemed to be a reference to the latest version of Incoterms at the date of the Contract.

7 VARIATIONS

7.1 Within the scope of what the parties could reasonably have expected at the time the Contract was entered into, Buyer may require a variation with regard to the quality and/or quantity of the Deliverables, a milestone or delivery date(s), and any other aspect of the Deliverables or Work (a "**Variation**").

7.2 If Supplier considers that a Variation is required, Supplier shall without undue delay notify Buyer in writing of such requirement and the reason for it.

7.3 If Buyer notifies Supplier that it requires a Variation, Supplier shall, without undue delay, submit in writing a description of the Variation work together with an estimate of any effects on the Contract price and the Work schedule.

7.4 All Variations shall be approved and issued by Buyer by means of a written variation order prior to Supplier initiating the Variation work.

7.5 Compensation for Variation work shall be in accordance with the prices and rates specified in the Contract or, where such cannot be applied, the general price level of the Contract, including, without limitation, discounts granted Buyer in the Contract. If a Variation entails cost savings for Supplier, Buyer shall be credited accordingly.

7.6 If the parties disagree as to (i) whether a Variation is required or (ii) the effects of the Variation, including the impact on costs and schedule, such dispute shall be recorded in a disputed variation order issued by Buyer and Supplier shall implement the work identified therein without awaiting the final outcome of the dispute. Disputes shall be settled in accordance with Article 22.

8 PAYMENT

8.1 Unless otherwise agreed in the Contract, Supplier shall, as soon as reasonably practicable following delivery and completion of the Deliverables in accordance with Article 4.3, submit an invoice for the full amount for the Deliverables. If it is agreed that Supplier may invoice regularly or by instalments, the final invoice shall include all outstanding amounts and be presented within 45 calendar days of the delivery and completion of the Deliverables.

8.2 Supplier's invoices shall include the Contract number, other agreed references, and an itemised description of the Deliverables, including any Work, to which the invoices relate. Buyer may reject invoices that do not meet these requirements.

8.3 Payment shall be made within 45 calendar days after the later of (i) the end of the calendar month in which delivery took place, and (ii) the date on which Buyer receives a valid invoice issued in accordance with Articles 8.1 and 8.2.

8.4 Unless otherwise agreed, the Contract price shall be inclusive of all relevant duties, taxes and levies. If Buyer requests, Supplier shall provide evidence to Buyer of payment of all relevant duties, taxes and levies. Failure to provide such evidence entitles Buyer to withhold payment under the Contract.

8.5 If it has been agreed that Supplier shall provide a bank and/or parent company guarantee, Buyer shall not be obliged to make any payments prior to receipt of such guarantee(s).

8.6 Buyer is entitled to deduct and/or set off against Supplier's invoices any disputed or insufficiently documented amounts, prepayments and amounts owed by Supplier to Buyer.

8.7 Buyer may, for up to two years after receipt of the final invoice, audit all payments for reimbursable work either electronically or otherwise, including at Supplier's premises.

8.8 In the event that any payment due under the Contract is not received by the due date, the defaulting party shall be liable to pay late payment interest on the overdue amount at a rate of NIBOR (3 months) + 1%, accruing daily from the due date until the date of actual payment.

9 SUSPENSION AND CANCELLATION

9.1 Buyer may temporarily suspend the Work or parts thereof by written notice to Supplier. Following such notice, Supplier shall, without undue delay, inform Buyer of the effects of the suspension on the Work. During the suspension period, Buyer shall only compensate Supplier for documented, necessary and reasonable expenses incurred in connection with demobilisation and remobilisation of personnel. Supplier shall resume the Work when requested by Buyer. If the suspension period exceeds 90 calendar days, Supplier is entitled to cancel the Contract by written notice to Buyer.

9.2 Buyer may cancel the Contract or parts thereof with immediate effect by written notification to Supplier. Following cancellation (by Buyer or Supplier according to Article 9.1), Buyer shall only compensate Supplier's documented, necessary and reasonable expenses incurred as a direct result of the cancellation.

10 DEFECTS AND GUARANTEE LIABILITY

10.1 Unless otherwise agreed in the Contract, Buyer shall inspect the Deliverables for visible defects within a reasonable time after delivery.

10.2 Neither Buyer's inspection of the Deliverables nor Buyer's receipt of drawings or samples for Buyer's inspection prior to delivery shall limit Supplier's obligation to ensure that the Deliverables are in compliance with the Contract.

10.3 If Buyer discovers a defect during the guarantee period set out in Article 2.2, Buyer shall issue a written notice of defect to Supplier within a reasonable time after its discovery and Supplier shall commence rectification of the defect without delay or at a time reasonably requested by Buyer.

10.4 If Supplier fails to rectify the defect within a reasonable time, Buyer is entitled to rectify the defect itself or employ a third party to do so at Supplier's expense. Buyer shall notify Supplier in writing prior to initiating the rectification work.

10.5 All costs of and in connection with the rectification work (including Buyer's internal costs) shall be borne by Supplier. In addition, Buyer shall be entitled, subject to Article 17, to claim compensation for any losses and costs incurred due to defects.

11 INDEMNITIES

11.1 Supplier shall indemnify Buyer against all damages, claims, costs, losses and expenses incurred by Buyer as a result of a third party claiming that the Deliverables constitute an infringement of their Intellectual Property rights, unless the Deliverables were made on Buyer's specifications and Supplier did not know and ought reasonably not to have known that such an infringement would occur.

11.2 Supplier shall indemnify Buyer, its affiliates, agents, representatives, employees, directors and contractors (other than Supplier) (together "**Buyer Indemnified Parties**") against all damages, claims, costs, losses and expenses incurred by Buyer Indemnified Parties as a result of any bodily injury, loss of life or damage to property that is caused (whether negligently, wilfully or otherwise), by Supplier or those for whom it is responsible.

11.3 Buyer shall indemnify Supplier, its affiliates, agents, representatives, employees, directors and contractors (together "**Supplier Indemnified Parties**") against all damages, claims, costs, losses and expenses incurred by Supplier Indemnified Parties as a result of any bodily injury, loss of life or damage to property that is caused (whether negligently, wilfully or otherwise) by Buyer or those for whom it is responsible.

11.4 The indemnified party in any indemnity under this Article 11 shall: (i) provide prompt written notice of the claim in question; (ii) allow the indemnifying party to take control of the defence of the claim in question; and (iii) cooperate with all reasonable requests of the indemnifying party relating to the defence of the claim in question.

11.5 The indemnifying party shall obtain the prior consent of the indemnified party before settling or admitting any liability in relation to any claim in question, such consent not to be unreasonably withheld or delayed.

12 CONTRACT TERMINATION

12.1 In addition to the termination rights set out elsewhere in these Conditions, either party may terminate the Contract if the other party:

a) becomes insolvent or is the subject of insolvency proceedings; or

b) commits any material breach of the Contract which, if such breach can be remedied, is not remedied within 30 calendar days of receiving written notice of such breach.

12.2 Buyer may also terminate the Contract if it becomes entitled to be paid the maximum amount of liquidated damages under the Contract.

12.3 If the Contract is terminated in accordance with Article 12.1 or 12.2, the terminating party shall be entitled, subject to Article 17, to claim compensation from the other party for any losses or costs incurred as a result of such termination.

12.4 In the event of termination, and upon Buyer's written request, Supplier shall, at its own cost and risk, promptly uninstall and remove the Deliverables. Buyer shall have no further liability to make any payments to Supplier under the Contract, except for Deliverables that have been delivered by Supplier and accepted by Buyer prior to the date of termination.

12.5 Any indemnity or obligation of confidentiality under the Contract is independent and survives termination of the Contract. Any other term which by its nature is intended to survive termination of the Contract, survives such termination.

13 FORCE MAJEURE

13.1 Force majeure means any events or circumstances beyond the control of the party affected that (i) could not reasonably have been foreseen or avoided at the time of entering into the Contract and (ii) its consequences could not be reasonably overcome ("**Force Majeure**"). The failure of a sub-supplier/subcontractor and changes in market conditions shall not be considered Force Majeure unless such circumstances were caused by Force Majeure events.

13.2 A party shall not be considered in breach of the Contract to the extent it can demonstrate it was unable to fulfil its obligations due to Force Majeure. Each party shall cover its own costs resulting from Force Majeure.

13.3 The party invoking Force Majeure shall notify the other party without undue delay, providing a description of its effects and the presumed duration. The party invoking Force Majeure shall use all reasonable endeavours to minimise the effects and duration of the Force Majeure event.

13.4 If the effects of the Force Majeure event continue, or it is evident that they will continue, for more than 120 calendar days, either party may terminate the Contract without liability to the other party for such termination.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Each party retains ownership of its pre-existing Intellectual Property ("**Background IP**"). Supplier is granted a royalty-free, non-exclusive license to use Buyer's Background IP solely for performing the Work and/or deliver the Deliverables. Buyer is granted a royalty-free, perpetual, worldwide, non-exclusive license (with right to sublicense) to use Supplier's Background IP to the extent necessary to use, maintain, modify, or develop the Deliverables or any Foreground IP.

14.2 All Intellectual Property created in performing the Work and/or deliver the Deliverables ("**Foreground IP**") shall be owned exclusively by Buyer. Supplier shall execute all documents and provide assistance reasonably necessary to perfect Buyer's ownership, including assignments and patent applications, to Foreground IP.

14.3 Supplier shall not file, or assist others in filing, any patent application covering Foreground IP or Buyer's Background IP (regardless of whether such Intellectual Property forms part of the claimed invention or is otherwise included in the patent application). Supplier shall promptly notify Buyer if it becomes aware of any such filing by its personnel or subcontractors.

15 CONFIDENTIALITY

15.1 All commercial, financial and technical information, including all other information of a proprietary or confidential nature, exchanged between the parties ("**Confidential Information**") shall be treated by the parties as confidential and shall be used solely for the purposes of performing their obligations under the Contract.

15.2 Information shall not be regarded as Confidential Information if: (i) it was already known to the receiving party at the time it was received; (ii) it is or becomes public knowledge (except through a breach of the Contract); (iii) a party has independently created similar information without the use of Confidential Information; (iv) it is rightfully received from a third party without an obligation of confidence; or (v) it is required to be disclosed due to applicable laws and regulations.

15.3 Each party may disclose Confidential Information to persons who require access to it for the purposes of performing the Contract, or for the use or rectification of the Deliverables, provided that such persons are bound by confidentiality obligations no less stringent than what follows from this Article 15. All other disclosures of Confidential Information require the written consent of the other party.

15.4 If Buyer requests that specific personnel of Supplier, or persons to whom Supplier wishes to disclose Confidential Information, enter into a separate confidentiality agreement with Buyer, Supplier shall procure this.

15.5 If Buyer notifies Supplier that certain Confidential Information requires special storage and handling, Supplier shall implement such requirements without delay.

15.6 Without Buyer's written consent, Supplier shall not issue any press release or otherwise disclose the existence or content of the Contract.

15.7 The obligations in this Article 15 shall survive the expiry/termination of the Contract.

16 INSURANCE

16.1 Unless otherwise specified in the Contract, Supplier shall, as a minimum, maintain appropriate insurance policies to cover the Deliverables and protect itself against risks and liabilities arising from the performance of the Work.

16.2 If requested by Buyer, Supplier shall provide certified copies of original insurance certificates for the insurance required under the Contract.

17 LIMITATION OF LIABILITY

17.1 In no circumstances is either party liable to the other party for any indirect or consequential loss, cost or damage, including loss of profit.

17.2 The limitations in Article 17.1 shall not apply to any indemnities in Article 11 or in the event of gross negligence or wilful misconduct by a party.

18 NOTICES

18.1 Unless otherwise agreed, any notices, claims or communications required to be made under the Contract shall be sent to the other party's appointed representative(s) by e-mail.

19 ASSIGNMENT OF THE CONTRACT

19.1 Buyer is entitled to assign, novate or transfer its rights and obligations under the Contract, fully or partly, to any subsidiary or affiliated company without the consent of Supplier. All other assignments, novations and transfers of a party's rights and obligations under the Contract require the written consent of the other party, which shall not be unreasonably withheld.

20 PERSONAL DATA PROTECTION

20.1 Each party shall comply with applicable data protection legislation. If Supplier handles personal data on behalf of Buyer, Supplier shall sign a data processing agreement which regulates Supplier's obligations to process personal data in accordance with applicable data protection legislation, including the EU General Data Protection Regulation (GDPR). For information on Buyer's data privacy policies, please refer to Buyer's website hydro.com.

21 SANCTIONS

21.1 Each party confirms that it in the performance of the activities contemplated by the parties pursuant to the Contract complies and will continue to comply with any applicable sanctions laws, trade embargoes or restrictions as well as export controls and import restrictions (collectively, "**Sanctions**") imposed by the United Nations Security Council, the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union, the Kingdom of Norway and His Majesty's Treasury of the United Kingdom (each a "**Sanctions Authority**").

21.2 Each party represents and warrants that it has in place, and will maintain, policies and procedures reasonably designed to promote compliance with Sanctions imposed by a Sanctions Authority.

21.3 Each party represents that it is not designated on any sanctions or export control list issued by any Sanctions Authority. Further, each party represents that it is not owned 50% or more (directly or indirectly), controlled (in the meaning of the relevant Sanctions), or acting on behalf of or at the direction of any person or entity designated on a sanctions or export control list issued by a Sanctions Authority (each a "**Sanctioned Party**").

21.4 Supplier confirms that it will not cause Buyer to breach any Sanctions.

21.5 Supplier represents and warrants that: (a) it has not contracted with nor entered into any commercial relationship with a Sanctioned Party, where such contract or relationship would reasonably likely result in a violation of Sanctions or lead to enforcement action by a Sanctions Authority; and (b) it has not otherwise engaged in any dealings that would reasonably likely result in a violation of Sanctions or trigger enforcement action by a Sanctions Authority.

21.6 If there is a breach of any of the representations, confirmations or undertakings in this Article 21, the other party shall be notified immediately, following which such party will be entitled to immediately terminate or suspend the Contract.

22 APPLICABLE LAW AND LEGAL VENUE

22.1 The Contract and all related disputes, contractual and non-contractual, shall be governed by Norwegian law. The parties submit to the exclusive jurisdiction of Oslo City Court (Oslo tingrett).