

General Terms & Conditions of Sale and Delivery as of 01 Jan 2021



PREAMBLE

1. These General Conditions shall apply, save as varied by express agreement in writing by both parties. Any Standard Business Terms of the Purchaser are hereby explicitly rejected and shall not apply. This applies even if reference is made to his Standard Business Terms in any of the Purchaser's documents and if OGRI does not explicitly reject them in the Contract.

FORMATION OF CONTRACT

2. The Contract shall be deemed to have been entered into when, upon receipt of an order, OGRI has sent an acceptance of order in writing to the Purchaser.

PRODUCT INFORMATION

3. All information and data contained in product brochures and price lists are binding only to the extent that they are by reference expressly included in the Contract.

SUBSTITUTION

4. OGRI reserves the right to substitute any part whatsoever of the specified goods for another part of equal quality and function as the part originally specified.

PRICE

5. Prices are based on the agreed scope of supply, delivery time, mode of delivery, and terms of payment. If the actual invoice currency is devaluated, reformed, cut or converted or any monetary reform is made in the period from the date of acceptance of order until the due date of any invoice, the payment must be made either in NOK, USD, CAD or AUD by use of the currency exchange rate of the calendar day before the currency changes listed in this clause occurred. Furthermore, prices may become subject to adjustment due to larger currency fluctuations.

6. OGRI reserves the right to modify the prices if any changes occur in the factors referred to above in clause 5.

7. Price modifications according to the provisions of clause 6 will be communicated to the Purchaser in writing with the least possible delay, whereupon these modifications shall become binding.

PAYMENT

8. Unless otherwise agreed, the normal payment is to be made by the Purchaser within 30 days net, calculated from the invoice issue date.

If delivery has been made before payment of the whole sum payable under the Contract, the goods delivered shall remain the property of OGRI until such payment has been effected.

9. For deliveries exceeding the total amount of 100,000 EUR, 100% of the contract sum shall be payable by way of an irrevocable confirmed Letter of Credit, confirmed by a first-class bank and at least valid until 60 calendar days after the agreed delivery date, to be opened in favour of OGRI.

For deliveries up to this limit, a 30% advance payment shall be effected.

TIME FOR DELIVERY, DELAY

10. In the absence of any other agreement, the time for delivery shall be calculated from the latest of the following dates:

a) the day of formation of the Contract as defined in Clause 2.

b) The day of receipt of agreed irrevocable Letter of Credit or the advance payment.

11. If OGRI finds that he will not be able to deliver the goods at the agreed time for delivery or if delay on his part seems likely, he will forthwith notify the Purchaser thereof in writing, stating the reason for the delay and if possible the time when delivery can be expected.

12. OGRI's failure to deliver the goods at the agreed time for delivery shall not entitle the Purchaser to damages, nor shall it entitle the Purchaser to terminate the contract.

DELIVERY

13. Any agreed trade term shall be construed in accordance with the ICC INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed the delivery shall be Ex Works Country of Origin, Ex V.A.T.

ACCEPTANCE

14. The Purchaser shall be deemed to have accepted the goods as soon as the goods have been delivered as agreed.

LIABILITY FOR DEFECTS

15. Pursuant to the provisions of clauses 16 - 22 below, OGRI shall by repair or replacement remedy any defect in the goods resulting from faulty design, materials or workmanship.

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16. OGRI's liability is limited to defects which appear within a period of one -1- year from delivery of the goods. If the goods are used more intensely than agreed or could have been foreseen at the time of formation of the Contract, this period shall be reduced proportionally.

17. When a defect in a part of the goods has been remedied, OGRI shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original part. For the remaining parts of the goods the period mentioned in Clause 16 shall be extended only by a period equal to the period during which the goods have been out of operation as a result of the defect.

18. The Purchaser shall, without delay and not later than eight (8) days, notify OGRI in writing of any defect which has appeared. This notice shall contain a description of how the defect manifestes itself. If the Purchaser does not notify OGRI of a defect within the time limit set forth in this Clause, he shall forfeit his right to make any claim in respect of the defect remedied.

19. If the Purchaser has given such notice as mentioned in Clause 18, and no defect is found for which OGRI can be held liable, OGRI shall be entitled to compensation for the work and cost which has incurred by reason of this notice.

20. OGRI is not liable for defects arising out of materials provided by, or a design stipulated or specified by the Purchaser.

21. OGRI is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the goods.

The Purchaser shall transport the goods to OGRI's company address, and back to the original address at his own cost.

OGRI's liability does not cover defects caused by occurrences after the risk in the goods has passed to the Purchaser. The liability does not e.g. cover defects which are caused by faulty maintenance or incorrect installation from the Purchaser's side, alterations undertaken without OGRI's consent in writing or by faulty repairs by the Purchaser.

Finally OGRI's liability does not cover normal wear and tear or deterioration.

PLEASE NOTE that OGRI's liability does not cover parts and components that are subject to normal wear or consumption, routine change parts or electrical components, fiber and steel ropes, swivels, connectors and grips, and used / second hand equipment.

22. Save as stipulated in Clauses 16-21, OGRI shall have no liability for defects. This applies to any loss the defect may cause, including but not limited to loss of production, loss of profit, loss of use, loss of contracts or any consequential, economic or indirect loss.

LIABILITY FOR DAMAGE TO PROPERTY CAUSED BY THE GOODS, THIRD PARTY

23. OGRI shall not be held liable in any circumstances for any acts, legal actions or claims of any nature asserted against the Purchaser. Furthermore, the Purchaser shall indemnify and hold harmless OGRI against any and all judgements, damages and costs or losses of any kind for which OGRI may be liable as the result of claims brought by customers or any other third parties against the Purchaser and which arise from any acts, representations or omissions constitute negligence of OGRI or a breach or non performance by OGRI of its obligations under the contract.

GROUND FOR RELIEF (Force Majeure)

24. The following circumstances shall be considered as grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: Industrial disputes and any other circumstances beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power, import and export prohibitions, embargo, defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this Clause.

TECHNICAL ASSISTANCE, ERECTION, CONSTRUCTION AND COMMISSIONING

25. If and to the extent it has been agreed by OGRI to provide Technical Assistance and/or to carry out Erection, Construction and/or Commissioning in connection with the deliveries made, OGRI's General Conditions governing Technical Assistance, Erection, Supervision and Commissioning shall be applicable.

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ARBITRATION AND LAW APPLICABLE

26. Any dispute arising out of the contract shall be finally settled, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designated in conformity with those Rules.

27. Unless otherwise agreed the Contract shall so far as is permissible under the law of the country where the supply is carried out, be governed by Norwegian Law.

28. If the parties expressly so agree, but not otherwise, the arbitrators shall, in giving their ruling, act as *amiables compositeurs*.

General Terms & Conditions for Technical Assistance, Erection, Supervision and Commissioning as of 01 Jan 2021



PREAMBLE

1. These General Conditions shall apply, save as varied by express agreement in writing by both parties.

2. SCOPE OF APPLICATION

These General Conditions shall apply where OGRI has entered into a Contract with the Purchaser for the provision of Technical Personnel to carry out

- Construction, erection, i.e. assembly on site of overhead power lines, optical fiber plants, telecommunication masts and plants, and/or
- Commissioning, i.e. all operations to be performed up to the point where the plant and/or equipment and/or installations are transferred to the Purchaser, and/or
- Technical Assistance and Supervision, i.e. technical assistance consisting of directions and advice to the Purchaser and/or his employees, where the Purchaser carries out the work and/or the operations mentioned above under a) and b) himself. Technical Assistance may also comprise directions and/or instructions with respect to running in, operation and maintenance of the machinery and/or installation.

OBLIGATIONS OF OGRI

3. OGRI will carry out the work and perform the services specified in the acceptance of order.

OBLIGATIONS OF THE PURCHASER

- The Purchaser shall give adequate notice to OGRI of the date on which the site will be ready for the work to commence and the Technical Personnel is expected on the site.
- The Purchaser shall, if not agreed otherwise in written, at his own cost provide suitable accommodation of European or Expatriate standard for the personnel, as close as possible to the site.
Suitable accommodation means:
 - hotel / pension accommodation, single room with bathroom and toilet for supervisors and managers.
 - pension / barrack accommodation, single room with toilet, and access to shower facilities for linemen and other workforce.
- The Purchaser shall at his own cost provide transport from the accommodation to the site and back.
- The Purchaser shall at his own cost carry out, in a workmanlike manner, all preparatory work, as far as such work is not specifically mentioned in OGRI's acceptance of order.
- The Purchaser shall give all necessary assistance to secure that the Technical Personnel, in good time, obtain

visas and any official entry-, exit- or working permits and (if necessary) tax certificates required in the Purchaser's country, as well as to ensure that the Technical Personnel have access to the site.

9. The Purchaser shall at his own cost provide competent interpreters to the Technical Personnel at the site during the performance of the Contract.

10. OGRI shall be entitled to recover from the Purchaser any taxes and social charges levied in the Purchaser's country on OGRI or the Technical Personnel in respect of work performed there by OGRI and the Technical Personnel.

WORKING HOURS, REMUNERATION

11. In the event the Purchaser fails to fulfil his obligations in due time, OGRI reserves the right to hold the Purchaser liable for any ensuing costs, damages and interests.

12. Any waiting time for which OGRI or the technical personnel is not responsible, shall be charged to the Purchaser as normal working time in accordance with the rates specified in the acceptance of order.

13. If the contract lasts for more than 2 consecutive months, each member of the technical personnel shall, at the end of each period of 2 months, be entitled to a journey to his/her country of residence and back, and a stay there for a period of 2 weeks.

ACCIDENT, ILLNESS AND DEATH

14. In the event of accident or illness of the Technical Personnel necessitating medical attention or hospital treatment, the Purchaser shall assist OGRI to obtain the best available medical attention, hospital treatment and medicines, whether the accident or illness occurs in or outside working hours.

REPLACEMENT OF TECHNICAL PERSONNEL

15. OGRI shall have the right to replace at all times any of the technical personnel at OGRI's own discretion.

INTERRUPTION OF THE WORK

16. If the work is interrupted for a cause for which OGRI is not responsible:

- The Purchaser is entitled to request OGRI to send the Technical Personnel home, in which case the Purchaser shall pay all the expenses of their withdrawal and any subsequent returns to the site.
- OGRI is entitled to send the Technical Personnel home if any interruption exceeds 3 working days, in which case the Purchaser shall pay all the expenses of the withdrawal and any subsequent return to the working site.

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c) If the Technical Personnel is withdrawn, the performance of the Contract shall be suspended.

PRICE

17. Where OGRI has accepted to provide technical assistance, supervision and/or erection and/or construction at a specified price, the price will include the following:

- a) Salary charges in accordance with the rates specified in the acceptance of order, including all social costs, social insurances and accident insurances for the Technical Personnel, allowances / cost for board, personal security equipment.
- b) Expenses for visa and insurance charges, vaccination costs, telephone expenses, travel expenses to the nearest airport inside Norway.

PAYMENT

18. OGRI invoices with a payment due 30 days net, calculated from the invoice date. OGRI invoices at the end of each calendar month.

LOCAL LAWS AND REGULATIONS, SAFETY REGULATIONS

19. The Purchaser shall give all necessary assistance to ensure that OGRI obtains the necessary information concerning the local laws and regulations applicable to the work.

20. The Purchaser shall give OGRI full details of any safety regulations, which the Purchaser imposes on his own employees, and OGRI shall secure the observance of such safety regulations by the Technical Personnel.

21. If breaches of these regulations by the Technical Personnel come to the notice of the Purchaser, he must inform OGRI in writing forthwith.

22. The Purchaser shall inform the Technical Personnel of the conditions under which the Contract is to be carried out and at any particular risks or dangers that may be encountered on the site or in the use of any equipment and tools provided by the Purchaser.

The Purchaser will be obliged to comply with all reasonable requests by the Technical Personnel for the provision of additional safety measures and equipment.

LABOUR PROVIDED BY THE PURCHASER

23. Upon OGRI's request in good time, the Purchaser shall make available to OGRI, free of charge, such skilled and unskilled labour as may be specified in the Contract, or as may be reasonably required for the purpose of the Contract. The persons made available by the Purchaser

under this clause shall provide their own tools, safety equipment and consumables.

24. OGRI shall not be under any liability either towards such labour provided by the Purchaser or for their acts or omissions, even if such personnel is obliged to act in compliance with instructions given by OGRI.

WORK OUTSIDE THE CONTRACT

25. The Purchaser shall not be entitled to require OGRI to make the Technical Personnel available for work unconnected with the subject matter of the Contract.

LIABILITY

26. OGRI expressly disclaim any and all liability for:

- a) Indirect and/or consequential damage including, but not limited to, trading loss, loss of profits, loss of use, loss of contracts, devaluation of or damage to property, loss of goodwill and reputation, suffered by the Purchaser and/or third parties as a result of non-delivery, improper delivery or late delivery of the agreed work and/or services;
- b) Damage or physical injury resulting from erection, construction, commissioning, maintenance or plant management operations performed by the Purchaser contrary to OGRI's directions. The Purchaser shall indemnify OGRI fully against any claims made with regard to such damage or physical injury.

WARRANTY

27. OGRI warrants the proper and workmanlike execution of the work and/or the services ordered. This warranty comprises, and is limited to, gratuitous repetition if necessary of the work and/or services ordered up to the maximum additional working period of five (5) working days with the same crew.

ARBITRATION AND LAW APPLICABLE

28. Any dispute arising out of the contract shall be finally settled, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designated in conformity with those Rules.

29. Unless otherwise agreed the Contract shall so far as is permissible under the law of the country where the works are carried out be governed by the Norwegian Law.

30. If the parties expressly so agree, but not otherwise, the arbitrators shall, in giving their ruling, act as *amiables compositeurs*.