



## GENERAL TERMS AND CONDITIONS FOR SERVICES IN- AND OUTSIDE KONGSBERG'S SERVICE LOCATIONS

These general terms and conditions and together with those set forth in Contractor's quotation (collectively, the "Conditions") will, unless otherwise agreed in writing, apply to all sales of technical personnel services and shop work by the KONGSBERG entity appearing on the confirmation order ("Contractor") to Customer (Contractor and Customer are collectively referred to herein as the "Parties" and individually as the "Party"), and together with Customer's written order or acknowledgement ("Purchase Order") constitute the entire, complete and exclusive agreements between the Parties relating to the subject matter hereof ("Order"), to the fullest extent permitted by law.

Customer warrants to Contractor that it has not been induced to enter into these Conditions by any prior oral representation (whether innocently or negligently made) except as specifically contained herein.

### 1. QUOTATIONS AND ORDERS

Unless otherwise indicated on the quotation, a quotation is valid for thirty (30) days from the date of the quotation. Customer must confirm its order by Purchase Order.

Customer's Purchase Order will be expressly limited to these Conditions. Contractor objects to and will not be bound by any additional or different terms in Customer's Purchase Order, order acceptance or any other document.

No Purchase Order will be binding upon Contractor unless accepted in writing by Contractor. A Purchase Order that has been accepted by Contractor is binding on both Parties with respect to the Work (as defined below) to be provided. All requests to reschedule, cancel or otherwise revise the Order are subject to the written agreement of Contractor and payment of fees specified herein.

### 2. SCOPE OF WORK

Contractor agrees to provide Customer with qualified technical personnel ("Personnel") to provide services described in the Order or any other supply governed by their agreement or otherwise (the "Work"), which may include any of the following services: technical advice and support, repair, maintenance, installation, and start-up services, including instruction, consultation and direct liaison with Customer, in connection with the installation, start-up, trials, operation, maintenance, repair or overhaul of Contractor's equipment, or equipment supplied by another manufacturer, at Customer's site, dock or vessel. Services provided does not include any supervisory responsibility or liability.

Customer shall not be entitled to require Contractor to make the Personnel available for work outside the scope of the Work.

### 3. CUSTOMER'S RESPONSIBILITIES

Unless otherwise agreed in writing, Customer will comply with the following at no cost to Contractor:

#### (a) Labour, Equipment and Tools

Customer will furnish all ancillary labour and supervision, materials, supplies, utilities, compressed air, tools and equipment as may be required by the Personnel, including proper calibration, certifications and records for the tools and equipment. Customer will ensure that adequate supervisory personnel for Customer's employees, subcontractors or agents are on duty at all times during the Personnel's work hours. The persons made available by Customer under this clause shall provide their own tools. Contractor shall not be under any liability either towards such labour provided by the Customer or for their acts or omissions. Customer will not use the Personnel in any manner as lead hand, foreman or supervisor of Customer's employees, for whom Customer will be liable and will maintain adequate insurance coverage. Customer will defend, hold harmless and indemnify Contractor from any and all claims arising out of the Personnel's acts or omissions while acting in such capacity.

#### (b) Safety

Customer shall give all necessary assistance to ensure that Contractor obtains all necessary information regarding local laws and regulations applicable to the Work and will ensure that Personnel are provided the necessary safety awareness training and a safe working environment, in compliance with applicable rules and regulations.

If the Work is carried out at Customer's site, dock or onboard a vessel, Customer is responsible for coordinating safety measures pursuant to the laws governing working environment. Customer shall ensure that the premises where the maintenance work shall take place are in appropriate condition.

Before the work is started, Customer shall inform Contractor of all relevant safety regulations in force at the site. Contractor shall secure the observance of such safety regulations by the Personnel. If breaches of these regulations by the Personnel come to the notice of Customer, he must inform Contractor in writing forthwith. Contractor shall, in agreement with Customer, take such measures as are necessary for avoiding any repetition of such breaches.

Customer shall, pursuant to the regulations in force on working environment and worker protection, prevent Contractor's Personnel from being

exposed to injury to health or accidents. Contractor shall inform Customer of any special dangers, which the execution of the work may entail. Customer shall inform the Personnel of the conditions in Customers country under which the Work is to be carried out and of any particular risks or dangers that may be encountered on the site or in the use of any equipment and tools provided by Customer. Customer shall comply with all reasonable requests by the Personnel for the provision of additional safety measures against special dangers.

Customer shall ensure that the Contractor's Personnel receive information on the dangers which may be present at the work place and the risks involved in making use of the tools and equipment provided by Customer.

The Personnel shall inform Customer of the particular dangers associated with the maintenance work, and the Personnel have a right to demand that Customer takes reasonable action to prevent injury to health and accidents.

Customer shall ensure that the necessary safety equipment is present at the work place and shall bear any costs related to such availability of equipment.

#### (c) Lodging

Customer shall place at the disposal of the Personnel suitable furnished and proper heated/air-conditioned single rooms for working, boarding and lodging of the Personnel in close proximity to the work site as follows:

- (i) sufficient service storage sheds with locks, equipped with shelves and bins for tools, equipment and supplies for the Personnel;
- (ii) sufficient changing rooms, provided with locks and washing facilities for use of the Personnel;
- (iii) sufficient furnished offices with locks, equipped with telephones, fax, internet and other communication requirements of the Personnel; and
- (iv) accessible toilet facilities and drinking water on the work site.

The cost of the lodgings shall be borne by Customer. If the conditions above cannot be met, Contractor shall be entitled to charge the extra cost, and if, under the circumstances, it would be unreasonable to require Contractor to proceed with the Work, Contractor may, without prejudice to any other right under the Contract, refuse to do so. Such stoppage shall be treated as an interruption of the Work in accordance with clause 8.

#### (d) Technical Information

Customer will make available to the Personnel all technical information such as drawings, descriptions, diagrams, technical manuals and interface specifications regarding the equipment as is necessary to carry out the Work.

#### (e) Customs, Visas and Work Permits

Customer will provide all assistance requested by Contractor with Customs formalities required for import and export of the Contractor's equipment and tools free of all duties and taxes. Customer will also provide all assistance requested by Contractor to ensure that the Personnel obtain visas and any other official entry, exit, residence or working permits and tax certificates that may be required.

Customer shall ensure that the Personnel have access to the site if the Work is carried out at Customer's site, dock or onboard a vessel.

#### (f) Compliance with Laws, Rules and Regulations

Customer will comply with all laws and regulations and permitting requirements applicable at the work site, or arising out of the performance of the Work.

#### (g) Taxes and Personnel Costs

Customer will pay all taxes, duties or charges levied upon Contractor or its Personnel in connection with the performance of the Work at Customer's site or incidental to the lodging or travel of the Personnel or shall promptly reimburse Contractor for any such charges which Contractor may be required to pay.

#### (h) Illness and Accidents of the Personnel

In the event of Personnel illnesses or accidents, at work or outside work, necessitating medical attention or hospital treatment, Customer will be responsible for assisting the Personnel to obtain the best available medical attention, hospital treatment and medicines. All costs incurred for such medical attention will be for the account of Contractor. If the Contractor considers it necessary to send any member of the Personnel home on medical grounds or in the event of death, the Customer shall give the Contractor all reasonable assistance in arranging the persons return home or the transport of the deceased. The cost of any such return or transport shall be borne by the Contractor. In the event of death, or if by reason of illness or accident a member of the Personnel is or will be unavailable or unfit for work for more than four (4) weeks, the Contractor shall be entitled at his own expense to provide a substitute.

### 4. REMUNERATION

If no fixed price for the Work is agreed between the Parties, the following will apply.



(a) Service Rates

Customer will pay the at any one time applicable hourly or daily service rates provided by Contractor.

(b) Normal Working Hours; Overtime

Unless otherwise agreed in writing, the per hour rates/day rates proposed by Contractor assume the Work will be performed during normal working hours as specified in Contractor's Rates, Terms and Conditions for Field Service Personnel ("Service Rates Sheet"). Any Work done outside normal working hours will be charged as overtime at the rates specified in the Service Rates Sheet.

(c) Waiting Time

Any waiting time during normal working hours for which the Contractor is not responsible, will be charged to Customer as normal working time or, in the case of day rates, will be included in the day rate. Any waiting time during overtime will be charged to Customer at overtime rates. All time and actual costs incurred in obtaining visas and any other required entry, exit, working or other permits will be charged to Customer.

(d) Transportation and Living Expenses

Travel and living expenses flat rates will be charged as specified in the attached Service Rates Sheet based on government per diem rates for meals and actual costs for lodging, transportation (airfare, car rental) and allowable miscellaneous expenses plus agreed loading.

(e) Time Sheets and protocols

For the purpose of carrying out the Work, the Contractor shall maintain a record, protocol or similar document on observations and measures carried out. The Personnel will present time sheets to Customer showing hours worked. Customer may review and approve the time sheets insofar as practicable, but approval will not be required for invoicing by the Contractor of Personnel's time as shown on the time sheets.

## 5. TAXES

Any and all taxes imposed on Contractor, and which Contractor has a duty to collect in connection with the performance of the Work will appear as separate items on the invoice. If sales to Customer are exempt from such taxes, Customer will furnish to Contractor a certificate of exemption with Customer's Purchase Order.

Unless required by law, Customer will make all payments without any tax deduction. If a tax deduction is required by law to be made by Customer:

(a) the amount of the payment due from Customer will be increased to an amount (after making the tax reduction) leaves an amount paid free and clear of tax equal to the payment which would have been due if no tax deduction had been required;

(b) Customer will make the minimum tax deduction allowed by law, and will make any payment required in connection with it within the time allowed; and

(c) Customer will deliver to Contractor an official receipt or, if an official receipt is not available, such other evidence satisfactory to Contractor (acting reasonably) that the tax deduction has been made or, as applicable, any appropriate payment paid to the relevant taxing authority.

Customer will indemnify Contractor against any loss or liability that Contractor may suffer or incur (directly or indirectly) for or on account of tax and which arises as a result of or is attributable to a payment received or receivable (or any payment deemed to be received or receivable) from Customer under this Order. This does not apply to any tax assessed on Contractor under the laws of its jurisdiction of incorporation if that tax is imposed on or calculated by reference to its net income, profits or gains.

Any amount payable by Customer pursuant to this Order is exclusive of any value added tax or any other tax of a similar nature (hereafter "VAT"). If any VAT is chargeable, Customer will pay to Contractor (in addition to and at the same time as paying that amount) an amount equal to the amount of that VAT.

## 6. PAYMENT

Payment of Contractor's invoices for the Work are due 30 days from the date the invoice was issued unless otherwise agreed in writing. All payments will be in the agreed currency. If Customer fails to pay by the stipulated date, Contractor shall be entitled to interest from the day on which payment was due and until payment in full is made, as well as to compensation for recovery costs. The rate of interest shall be 10 percentage points above the average Prime Lending Rate of Barclays Bank PLC, and the Oversea-Chinese Banking Corporation, and in force on the due date of payment, or the highest interest rate payable by the governing law of the Order (whichever is higher).

Customer will make all payments to Contractor under these Conditions in full without any withholding or deduction or right of offset of any amounts (including those for alleged damages) whatsoever.

Contractor may change its credit terms and/or suspend performance hereunder when, in Contractor's opinion, Customer's financial condition or record of payment so warrants. Customer will pay any third-party collection expenses, including reasonable attorney's fees, incurred by Contractor to effect collection of any unpaid amounts.

## 7. RESCHEDULING AND CANCELLATION

All requests to reschedule or cancel the Work are subject to Contractor's written consent. If Customer cannot receive the Contractor at the agreed time or for any other reason becomes aware of any delay, Customer shall immediately inform Contractor thereof. For rescheduled or cancelled Work Customer will reimburse Contractor for any time, travel and living expenses incurred as a result of the rescheduling or cancellation.

## 8. FORCE MAJEURE - DELAYS AND INTERRUPTION OF THE WORK

Neither Party will be liable for any delay or failure to perform its obligations under the Order if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the Order, is unavoidable and outside the reasonable control of the affected Party, provided that it cannot overcome such event despite all reasonable efforts, including without limitation fire, earthquake, flood, storm, strikes and other labour interruption or disturbances, riot, war, transportation damage or delay, labour or material shortages, acts of public authority, or delays or interference of Customer or site owner. The affected Party must provide notice to the other Party within 5 days from occurrence of the Force Majeure event.

If the Work is delayed or interrupted due to a Force Majeure event or for any other cause for which the Contractor is not responsible:

(a) The Customer is entitled to require the Contractor to send the Personnel home, in which case the Customer shall pay the expenses of their withdrawal and any subsequent return to the site.

(b) The Contractor is entitled to send the Personnel home if any delay or interruption exceeds 4 days, in which case the Customer shall pay the expenses of the withdrawal and any subsequent return to the working site.

If the Personnel is withdrawn, the performance of the Order shall be suspended until the Customer has required the return of the Personnel to the site by giving at least 2 weeks' notice. The Contractor shall be entitled to an extension of time for completion of the Order equal to delay caused by the suspension and the subsequent resumption of work. Should the suspension exceed 6 month(s) either Party shall be entitled to terminate the Order by notice in writing to the other Party without prejudice to the rights of either Party accrued up to the date of termination.

If a Force Majeure event or other delay that Contractor is not responsible for exceed thirty days Contractor may terminate the Order forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of such Force Majeure event.

## 9. CONTRACTOR'S LIABILITY

Contractor warrants to Customer that the Work will be performed in a competent, diligent manner and in accordance with generally accepted standards for such services.

Contractor shall be responsible for Work carried out for a period of six months from the time when the Work was carried out. Any claims from Customer must be made in writing. Customer should contact the local KONGSBERG office that ordered the Work and give details in writing of the nonconforming Work. The notice must be made known to Contractor no later than one month from the end of the six months' period described herein.

Contractor's liability under this clause is to the fullest extent permitted by law, in lieu of all other warranties, whether written or oral, express, statutory or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose or workmanlike service.

## 10. SOLE REMEDY

To the extent permitted by law Contractor's sole obligation and Customer's sole remedy if the Work is nonconforming is limited to the re-performance by Contractor of such work at Contractor's cost. Customer shall at his own expense arrange for any dismantling and reassembly of equipment other than the parts or equipment concerned, to the extent that this is necessary to remedy the defect. This clause sets forth the exclusive remedies for claims based upon nonconformity of the Work performed, whether the claim is in contract, warranty, tort (including active or passive negligence) or otherwise. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Contractor is willing and able to re-perform



nonconforming Work within a reasonable time after Customer demonstrates that nonconformance exists.

**11. LIMITATION OF LIABILITY**

Contractor is liable for damage to property, personal injury and death only if it can be shown that the damage is a result of gross negligence on the Part of Contractor or a person for whom Contractor is responsible. Gross negligence shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contractor would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission.

If Contractor incurs liability towards any third party for such damage as described in the preceding paragraph, Customer shall to the fullest extent permitted by law indemnify, defend and hold Contractor harmless.

To the fullest extent permitted by law, Contractor will not be liable for any indirect, consequential, special, incidental or punitive damages of any kind (even if Contractor has been notified of the possibility of such damages), including but not limited to loss of actual or potential profits or revenues, loss of use of the parts or repaired equipment, the cost of substitute equipment, towage charges, dry-docking and related shipyard services, pollution remediation costs, damage to any vessel, engine room, yard or other property of Customer, any cost incurred by Customer for the removal, disassembly, reassembly, reinstallation, adjustment or repair of any equipment, or any other work performed in connection with Contractor's re-performance of the nonconforming Work or any other losses, damages or increased costs, whether as a result of breach of contract, tort (including negligence) or otherwise. Contractor will not be liable for any work carried out by Customer or by any third party, even though carried out with assistance of Contractor's Personnel.

The total liability of Contractor, whether in contract, tort (including active or passive negligence), strict liability or otherwise, arising out of, connected with or resulting from the performance or nonperformance of any purchase order, including any liquidated damages, or from the manufacture, sale, delivery, resale, repair, replacement or use of any part or the furnishing of any service related thereto, will in no event exceed twenty percent (20%) of the total price of the Purchase Order that gives rise to the claim.

The limitations of this clause 11 shall apply even if the sole remedy set forth in section 10 fails of its essential purpose.

**12. INSURANCE**

Contractor and Customer will each at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel.

**13. NO WAIVER**

The failure of Contractor to enforce any provision of these Conditions is not to be construed as a waiver of the provision or the right thereafter to enforce each and every provision. No waiver by Contractor, express or implied, of a breach of a term or condition is to be construed as a waiver of any other breach of that term or condition.

**14. SALE OF SPARE PARTS**

Spare parts to be provided by Contractor to Customer for use in connection with the Work may be provided in accordance with a separate order, but in the event such spare parts are provided pursuant to these Conditions, they will be subject to Orgalime S2012 with Contractor's most recent amendments.

**15. EXPORT CONTROL**

Contractor and Customer acknowledge that any deliverables, including products, services or information provided or received, may be subject to export control laws and regulations and each of the Parties agree that they will strictly comply with all applicable requirements under such laws and regulations. As such, each Party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any deliverables, without complying in all respects with the applicable export control legislation, codes of conduct, relevant export license(s), guidelines, notices and instructions in relation to any export or transfer of information or deliverables.

Neither Party shall have any liability to the other Party for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority.

**16. ANTI-BRIBERY AND CORRUPTION (ABC LEGISLATION)**

Each Party makes the following representations, warranties and undertakings to the other.

- (a) That, to the best of its knowledge, neither it nor its directors, employees or representatives have, in connection with the subject matter of this Order, authorised, offered, promised, paid or otherwise given any Inappropriate Inducement.

- (b) That, to the best of its knowledge, neither it nor its directors, employees or representatives have, in connection with the subject matter of this Order, engaged in any other conduct which would constitute an offence under the ABC Legislation.
- (c) That it will take reasonable steps to ensure that neither it nor its directors, employees or representatives, in connection with the subject matter of this Order, will carry out any of the acts described in clauses 16 (a) and 16 (b) above.
- (d) Notwithstanding any other provision of this Order, either Party may, without prejudice to any of its rights under law, contract or equity, terminate this Order immediately by written notice if the other Party is in breach of this clause 16 of this Order, or if any time the representations, warranties and undertakings given by the other Party in this clause 16 would not be true and accurate in all respects.

Each Party agrees not to:

- (a) act in breach of any duty of confidentiality owed to any third party in the course of performing its obligations under this Order; and
- (b) offer or provide any Prohibited Information, whether specifically related to the subject matter of this Order or otherwise.

Definitions

**"ABC Legislation"** the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended, and any other legislation relating to anti-bribery and corruption matters applicable to the subject matter of the Order.

**"Government Official"** means any person who would constitute either:

- (i) a "foreign public official" as defined in the UK Bribery Act 2010; or
- (ii) a "foreign official" as defined in the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.), as amended.

**"Inappropriate Inducement"** means any payment or thing of value or any financial or other advantage to or for the use or benefit of:

- (i) any Government Official; or
- (ii) any director, officer, employee, agent or representative of any commercial organisation or private individual; or
- (iii) any other person, entity or third party intermediary while knowing or having reason to know that all or any portion of such payment, thing of value or advantage would be offered, promised, paid or given to any of the persons described in sub-paragraphs (i) to (ii) above,

for the purpose of influencing any act or decision of any such person, including a decision to do or omit to do any act in violation of the duty of such person in order to obtain or retain business, secure any improper advantage or obtain any licence, permit, approval, certificate or clearance.



**“Prohibited Information”** means any information whether offered in written, verbal or other form that such Party is not authorised to have and use in connection with this Order, including, but not limited to, any information from a competitor’s confidential proposals, bid terms or contract and pricing terms.

#### 17. ASSIGNMENT AND SUB-CONTRACTING

Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of Contractor. No attempt to assign or transfer in violation of this provision will be valid or binding upon Contractor. Contractor may sub-contract all or any part of its obligations hereunder to a competent third party and may assign these Conditions to an affiliate at any time or to a non-affiliate as part of the sale of Contractor’s business.

#### 18. POLLUTION INDEMNITY

To the extent permitted by law Customer agrees to defend, indemnify and hold Contractor harmless from and against any liability for, or costs arising in connection with any pollution which is due to the services provided or any act or omission in the supply of products or provision of services. This limitation shall not apply if Contractor is guilty of gross negligence. For the definition of gross negligence see clause 11 above.

#### 19. GOVERNING LAW AND ARBITRATION

Unless the Parties agree otherwise in writing, this Order and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted in accordance with the substantive law of Contractor’s country, excluding the conflict of law rules applicable in such jurisdiction, local Sale of Goods Act or similar legislation and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any controversy, claim or dispute between the Parties arising out of or related to this Order shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules. The seat, or legal place, of arbitration shall be London, England. The arbitration proceedings shall be in the English language and shall take place in Oslo, Norway.

#### 20. SEVERABILITY

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question will not be affected and will be enforced to the fullest extent permitted by law.

#### 21. CONFIDENTIALITY; OWNERSHIP OF INFORMATION

Unless otherwise expressly stated: a) nothing in these Conditions shall transfer ownership of, or grant any rights in, either Party’s copyright, patents, rights to use and prevent the use of information or any other intellectual property rights (together “IPR”); and b) any IPR created in the performance of the Work will be owned by the Party that creates it.

Each Party agrees that a) it will not use any confidential information provided to it by the other Party, except for the purposes of performing its obligations and exercising its rights under these Conditions (the “Purpose”); b) it will only disclose such confidential information to its employees, officers or representatives who need to know the information for the Purpose or as may be required by law; and c) it will take reasonable security measures to prevent any unauthorized use or disclosure of any such confidential information.

Any outputs of the Work which Contractor is required under the Order to deliver to the Customer (the “Deliverables”) may be used by the Customer, or anyone acting on behalf of the Customer, for the purpose of operating, repairing and maintaining any equipment for which the Deliverables were created or provided.

Any documents, information, items and materials provided by a Party to another Party in connection with the Work must be returned to the providing Party on request and in any event on completion of the Work, except that the Customer shall be entitled to retain and use the Deliverables in accordance with this clause 21.

Customer will not reverse engineer any material, tooling, component or spare part provided or delivered to Customer in connection with these Conditions.

#### 22. SOFTWARE

Software, including software products and software incorporated in spare parts and other products sold by Contractor, is provided under license agreement.

#### 23. TERMINATION

Contractor may terminate the Order, and shall have no obligation to perform the Work, immediately upon lack of payment and/or any other material breach of the Order by Customer, including but not limited to breach of the obligations under clause 16 above or, to the extent permitted by law, the bankruptcy or insolvency of Customer. Customer will pay the price for any Work performed on or before the date

of termination. If Contractor terminates the Order he shall be entitled to compensation for the loss he suffers as a result of Customer’s breach, including any consequential and indirect loss. Contractor is not liable for any costs, expenses, losses, damages or liabilities arising out of such termination. Termination or cancellation will not alter or terminate any of the Parties’ obligations under any section of the Order that by its nature extends beyond termination or cancellation.

#### 24. DATA PROTECTION AND PRIVACY

The Parties will, as part of their contractual relationship and to perform their respective obligations and rights under the Order, share the following personal data about certain employees or third parties engaged by either party, who are working to fulfil the agreement:

- a) Name;
- b) Name of employer (i.e. Contractor or Customer);
- c) Title;
- d) Passport; and
- e) Contact information, such as email or phone number.

The main purpose of such processing is to perform the Parties obligations and rights under the Order or by law and to ensure the parties’ legitimate interests, cf. Article 6 no 1 a), b) and f) of the Regulation (EU) 2016/679 (GDPR).

Contractor or Customer will collect and process the personal data as data controllers. The Parties acknowledge and agree that they will each process the personal data in compliance with applicable data protection laws, in accordance with the responsibility of a data controller as set out therein as well as in accordance with agreed confidentiality.

The Parties acknowledge that personal data may be transferred to other companies for processing such information on the Parties’ behalf, for example to other affiliated companies and IT providers, including to recipients outside the EU. Transfer of personal data to a third party may also occur to the degree such transfer is necessary with regards to the company or follows by law, for example to public authorities.

The Parties will retain the personal data as long as required in order to fulfil the purposes for which the data have been collected (see above) and in order to comply with relevant rules and regulations.

The relevant individuals have rights under the applicable legislation on data privacy, including a right to information about the processing of personal data. Each Party will provide their employees and/or third parties, as applicable, who are working to fulfil the Order, with information about the processing of personal data. Such information must comply with applicable data protection laws, including Article 13 and 14 of the Regulation (EU) 2016/679 (GDPR).

#### 25. SURVIVAL

The following clauses will survive termination of the Order: clauses 6, 8 to 13 inclusive and 15 to 26 inclusive.



## COUNTRY SCHEDULES TO THE GENERAL TERMS AND CONDITIONS FOR SERVICES IN- AND OUTSIDE KONGSBERG'S SERVICE LOCATIONS

The following conditions are applicable to the Conditions and any Orders entered into between the Contractor and the Customer in respect of services provided in the countries listed below as Contractor's Country and/or to the extent required by the laws of the relevant country.

### Local Terms for Brazil

The first paragraph of **Clause 6** is amended as follows:

Payment of Contractor's invoices for the Work are due 30 days from the date the invoice was issued unless otherwise agreed in writing. All payments will be in the agreed currency. If Customer fails to pay by the stipulated date, Contractor shall be entitled to interest from the day on which payment was due and until payment in full is made, as well as to compensation for recovery costs. The rate of interest shall be 2% per month and a fine of 3% over the due amount.

### Local Terms for Germany

The first paragraph of **Clause 6** is amended as follows:

Payment of Contractor's invoices for any Work are due 30 days from the date the invoice was issued unless otherwise agreed in writing. All payments will be in the agreed currency. If Customer fails to pay by the stipulated date, Contractor shall be entitled to interest from the day on which payment was due and until payment in full is made, as well as to compensation for recovery costs, including but not limited to a fixed sum as compensation for debt recovery costs currently set at EURO 40. The rate of interest shall be 10 percentage points above the average Prime Lending Rate of Barclays Bank PLC, and the Oversea-Chinese Banking Corporation, and in force on the due date of payment, or the highest interest rate payable by the governing law of the Order (whichever is higher).

The following is added as a fourth and a fifth paragraph to **Clause 9**:

To the extent the Work carried out is considered a work performance (*Werkleistung*) or the Contractor is required to supply a yet to be produced or manufactured movable thing (*herzustellende oder zu erzeugende bewegliche Sache*), paragraphs 2 and 3 above will not apply and the following will apply instead:

All claims due to defects in quality or defects in title will expire within one year, except in events of malicious non-disclosure (*arglistiges Verschweigen*) of a defect in which case expiry of Customer's rights will be exclusively determined in accordance with statutory law and safe for cases falling under sec. 438 para. 1, no. 2 or sec. 634a para. 1, no. 2 of the German Civil Code (*Bürgerliches Gesetzbuch*). For a supplied, yet to be produced or manufactured, movable thing, the limitation period will start on the delivery date; in cases of work performances, the limitation period will start on the date of acceptance (*Abnahme*). Any claims from Customer must be made in writing. Customer should contact the local KONGSBERG office that ordered the Work and give details in writing of the nonconforming Work. The notice must be made known to Contractor within the one year period described herein; sec. 377 of the German Commercial Code (*Handelsgesetzbuch*) shall remain unaffected hereby.

The following is added as a second and a third paragraph to **Clause 10**:

To the extent the Work carried out is considered a work performance (*Werkleistung*) or the Contractor is required to supply a yet to be

produced or manufactured movable thing (*herzustellende oder zu erzeugende bewegliche Sache*), paragraph 1 above will not apply and the following will apply instead:

If the Work or movable thing is defective and Customer notifies Contractor in accordance with clause 9, Contractor will, at its option and subject to the applicable statutory warranty provisions, either (i) rectify the defect or (ii), if the defect is in a work performance, create a work free of defects or supply a new movable thing; Customer's other statutory warranty rights as well as clauses 9 and 11 shall remain unaffected hereby.

**Clause 11** is amended as follows:

#### (a) Applicability

In cases of intentional acts, malicious non-disclosure of a defect, claims under the German Product Liability Act (*Produkthaftungsgesetz*), and claims based on damage to life, body or health, Contractor's liability will be determined exclusively in accordance with statutory law. In all other cases and whatever the legal basis (breach of contract, defects, tort, or otherwise), Contractor's liability under the Order for any and all resultant damages and futile expenses will be limited as laid down in the following subsection (b).

#### (b) Limitations

Contractor's liability will be limited to typical foreseeable damages in cases of (i) gross negligence (except for damages caused by Contractor's managing employees or legal representatives), (ii) liability without fault for an inability to perform during delayed performance, and (iii) slight negligence. Moreover, in cases of slight negligence, Contractor will only be liable if Contractor is in breach of such contractual obligations, the fulfillment of which allows for the due performance of the Order, the breach of which would endanger the purpose of the Order and the compliance with which Customer may constantly trust in (so-called "cardinal obligations" (*Kardinalpflichten*)). In all other cases, Contractor will not be liable for slight negligence.

Additionally, in any case, the total liability of Contractor, whether in contract, tort or otherwise, arising out of, connected with or resulting from the performance or non-performance of any purchase order, including any liquidated damages, or from the manufacture, sale, delivery, resale, repair, replacement or use of any part or the furnishing of any service related thereto, will in no event exceed twenty percent (20%) of the total price of the Purchase Order that gives rise to the claim.

Except in cases of gross negligence, any claim for damages or futile expenses will expire (i), if resulting from defects, within one year from acceptance of the work performance or the delivery date of the supplied, yet to be produced or manufactured, movable thing (as the case may be) or (ii), in all other cases, within two years from the date the cause of action arises; sec. 438 para. 1, no. 1 a) of the German Civil Code remains unaffected hereby.

After **Clause 11** a new **Clause 11a** entitled "**OBLIGATIONS TO DEFEND, HOLD HARMLESS AND/OR INDEMNIFY**" is added which reads as follows:

Customer will not be obligated to defend, hold harmless and/or indemnify Contractor in accordance with clauses 3 (a), 5 (c) or 18 if Customer acted or omitted to act without fault.

The third sentence of **Clause 18** is deleted in its entirety without replacement.

**Local Terms for the United States of America ("the US")**

The second paragraph of **Clause 1** is amended as follows:

**CUSTOMER'S PURCHASE ORDER WILL BE EXPRESSLY LIMITED TO THESE CONDITIONS. CONTRACTOR OBJECTS TO AND WILL NOT BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S PURCHASE ORDER, ORDER ACCEPTANCE OR ANY OTHER DOCUMENT.**

**Clause 9** is amended as follows:

**9. LIMITED WARRANTY AND CONTRACTOR'S LIABILITY**

**CONTRACTOR WARRANTS TO CUSTOMER THAT THE WORK WILL BE PERFORMED IN A COMPETENT, DILIGENT MANNER AND IN ACCORDANCE WITH GENERALLY ACCEPTED STANDARDS FOR SUCH SERVICES.**

**CONTRACTOR SHALL BE RESPONSIBLE FOR WORK CARRIED OUT FOR A PERIOD OF SIX MONTHS FROM THE TIME WHEN THE WORK WAS CARRIED OUT. ANY CLAIMS FROM CUSTOMER MUST BE MADE IN WRITING. CUSTOMER SHOULD CONTACT THE LOCAL KONGSBERG OFFICE THAT ORDERED THE WORK AND GIVE DETAILS IN WRITING OF THE NONCONFORMING WORK. THE NOTICE MUST BE MADE KNOWN TO CONTRACTOR NO LATER THAN ONE MONTH FROM THE END OF THE SIX MONTHS' PERIOD DESCRIBED HEREIN.**

**CONTRACTOR'S LIABILITY UNDER THIS CLAUSE IS TO THE FULLEST EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE SERVICE.**

The following is added as a second paragraph to **Clause 22**:

To the extent a Purchase Order from Customer is issued under a US Government contract, the only FAR clauses that are incorporated in these Conditions are those in paragraph (e)(1) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (FEB 2012).

**Local Terms for France**

The first paragraph of **Clause 6** is amended as follows:

Payment of Contractor's invoices for the Work are due 30 days from the date the invoice was issued unless otherwise agreed in writing. All payments will be in the agreed currency. If Customer fails to pay by the stipulated date, Contractor shall be entitled to interest from the day on which payment was due and until payment in full is made, as well as to compensation for recovery costs, including but not limited to a fixed sum as compensation for debt recovery costs currently set at EURO 40. The rate of interest shall be 10 percentage points above the average Prime Lending Rate of Barclays Bank PLC, and the Oversea-Chinese Banking Corporation, and in force on the due date of payment, or the highest interest rate payable by the governing law of the Order (whichever is higher).

**Local Terms for Italy**

The following is added as a third paragraph to the introduction before **Clause 1**:

Customer will confirm in its Purchase Order that it has received these Conditions and that, for the purpose of art. 1341 of the Italian Civil Code or any other law with same content replacing this act/code, Customer has thoroughly read and expressly approved the following clauses: 3 (c), 6, 8, 9, 10, 11, 19 and 23.

**Local Terms for Russia**

The second paragraph of **Clause 9** is amended as follows:

In accordance with Clause 2 of Article 724 of Civil Code of Russian Federation, Contractor shall be responsible for defects in Work carried out revealed within a period of six months from the time when the Work was carried out. Any claims from Customer must be made in writing. Customer should contact the local KONGSBERG office that ordered the Work and give details in writing of the nonconforming Work. The notice must be made known to Contractor no later than one month from the end of the six months' period described herein.

**Local Terms for the UAE**

The first paragraph of **Clause 19** is amended as follows:

Unless the Parties agree otherwise in writing, this Order shall be governed by and interpreted in accordance with the Laws of England and Wales, excluding the conflict of law rules, local Sale of Goods Act or similar legislation and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**Local Terms for Australia**

The following is added as a new **Clause 25**:

This provision applies if a supply under these Conditions is a supply of goods or services to a consumer, within the meaning of the *Australian Consumer Law* or any other law with same content replacing this act/code as set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth) (ACL)* or any other law with same content replacing this act/code. The express warranties in these Conditions are in addition to the rights and remedies available to consumers under the ACL.

Contractor's goods and services come with guarantees that cannot be excluded under the ACL. Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Customer is also entitled to have the services resupplied or receive a refund (at Contractor's discretion) if the services fail to be of acceptable quality and the failure does not amount to a major failure. In relation to goods, Customer is entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Nothing contained in these Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded.

The express warranties in these Conditions are given by [name of KONGSBERG entity], [address of KONGSBERG entity]. To claim



KONGSBERG

under the guarantee or warranty, please contact [name of KONGSBERG entity] via email at [email contact details] or phone: [phone contact details].

#### Local Terms for South Korea

The following is added as a new **Clause 25**:

Pursuant to the provisions of the ACT ON THE REGULATION OF TERMS AND CONDITIONS or any other law with same content replacing this act/code the Parties hereby confirm that clauses 8 (b), 11 and 19 were negotiated and agreed between them.

#### Local Terms for Vietnam

The first paragraph of **Clause 6** is amended as follows:

Payment of Contractor's invoices for the Work are due 30 days from the date the invoice was issued unless otherwise agreed in writing. All prices must be quoted and paid in Vietnamese Dong (VND). If Customer fails to pay by the stipulated date, Contractor shall be entitled to interest from the day on which payment was due and until payment in full is made, as well as to compensation for recovery costs. The rate of interest shall be 10 percentage points above the average Prime Lending Rate of Barclays Bank PLC, and the Oversea-Chinese Banking Corporation, and in force on the due date of payment, or the highest interest rate payable by the governing law of the Order (whichever is higher), currently