

KONGSBERG MARITIME

GENERAL CONDITIONS FOR AFTERMARKET SALE

PART I – GENERAL

1. GENERAL

1.1 Seller undertakes to perform the Work in accordance with the provisions of the Contract in consideration of payment of the Contract Price by Buyer to Seller in accordance with the provisions of the Contract.

1.2 These general conditions (the “**General Conditions**”) shall prevail over any other contract document forming part of the Contract in case of conflict or discrepancy unless and to the extent that the Parties have agreed explicitly to deviate from or make additions to these General Conditions. Such deviations or additions must, in order to take precedence over these General Conditions, be explicitly set out in a specific document forming part of the Contract which makes explicit reference to these General Conditions and the relevant provision(s).

2. DEFINITIONS

2.1 “**ABC Laws**” shall mean any laws applicable to the Contract relating to anti-bribery and anti-corruption matters (whether or not Buyer is subject to any such ABC Laws) including without limitation the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. Seq.), the United Kingdom Bribery Act 2010, and the Norwegian Penal Code of 2005, as amended from time to time.

2.2 “**Affiliate(s)**” shall mean any legal entity which; (i) controls either directly or indirectly a Party, or; (ii) is controlled directly or indirectly by a Party, or; (iii) is controlled directly or indirectly by a Party or entity which directly or indirectly controls such a Party. In this context “control” means the right to exercise 50% or more of the voting rights in the appointment of directors.

2.3 “**Buyer**” shall mean the entity specified as such in the Contract.

2.4 “**Buyer Group**” means Buyer, its Affiliates, its customer and/or client (of any tier), its and their contractors and subcontractors (of any tier), and its and their respective directors, officers and employees, but shall not include any member of the Seller Group.

2.5 “**Consequential Loss**” shall mean (i) any consequential or indirect loss and/or cost defined as such under the applicable background law; as well as (ii) any loss and/or cost in respect of loss of production, deferral of production, loss of product, loss of use including loss of use of the parts or repaired equipment, cost of substitute equipment, pollution, loss of data, loss of contract, loss of revenue, profit or anticipated profit (if any), docking costs and related shipyard services, towage charges, damage to any vessel, engine room, yard or other property of Buyer Group, in each case whether direct or indirect, and whether or not foreseeable at the time the Contract was entered into.

2.6 “**Contract**” shall mean the set of contract documents, including always these General Conditions, which are explicitly agreed in writing (in a separate form of agreement, main contract document, purchase order document, Seller’s quotation or offer that has been accepted by Buyer, or other proper format for contracting) between Seller and Buyer to constitute the contract between them.

2.7 “**Contract Price**” shall mean the sum to be paid by Buyer to Seller for the performance of the Work, including the license fees for the Software, if applicable, which may be increased or decreased in accordance with the provisions of the Contract.

2.8 “**Documentation**” shall mean the documentation to be delivered by Seller to Buyer as part of the Work.

2.9 “**Effective Date**” shall mean the date as specified in the Contract on which the Contract enters into full force and effect.

2.10 “**Excluded Warranty Costs**” shall mean any Consequential Loss, as well as any costs related to transportation to and from any vessel or offshore location (including travel hours) , board and lodging offshore, scaffolding and rigging, heavy lift

operations, dismantling and reassembly of equipment other than the Goods, dismantling and reassembly of the Goods which do not require the specific expertise of Seller, work below the water line and underwater interventions, cost of sea trials, labour other than Seller’s Personnel work hours, costs other than the costs to remedy or repair the Work.

2.11 “**Excluded Defects**” shall mean any defects or non-conformities caused by (i) designs, materials or processes prescribed, specified or delivered by Buyer, (ii) improper installation, commissioning, maintenance or repair by Buyer or any third party, (iii) misuse, normal wear and tear, inappropriate or unadvised operation or storage, (iv) use of parts, spare parts or materials not supplied by Seller, or (v) any other alterations carried out on the Work without Seller’s prior approval in writing.

2.12 “**Goods**” shall mean all parts and/or spare parts to equipment, machinery, apparatus, materials and articles, including computers (CPUs) and hardware forming part of the Work, excluding Software.

2.13 “**Government Official**” shall mean any person who directly or indirectly represents any national government as defined in any ABC Laws.

2.14 “**Gross Negligence**” means any act or omission which represents a reckless and substantial deviation from what must otherwise be considered a conscientious and responsible behaviour in the relevant context, with disregard for the harmful and foreseeable consequences that result from it.

2.15 “**Inappropriate Inducement**” shall mean any payment, or thing of value, or any financial or other advantage with a potential of improperly inducing any person to do or not do something contrary to any ABC Laws.

2.16 “**Intellectual Property**” or “**IP**” shall mean all work of authorship, designs, inventions and discoveries, samples, models, tools, know how, data, database rights, trade secrets, computer programs, and, in each case, in all forms, formats, languages and versions.

2.17 “**Intellectual Property Rights**” or “**IPR**” shall mean all right, title and interest in and to any Intellectual Property, in all territories, under all applicable bodies of law (including, without limitation, under the laws of copyright, patent, trademark, trade usage and trade secrets), and all applications, registrations, renewals, extensions, restorations and resuscitations relating to any of the foregoing.

2.18 “**Party**” shall mean either Seller or Buyer and “**Parties**” shall mean Seller and Buyer together.

2.19 “**Proprietary Information**” shall mean all technological, financial, commercial or other information or data of a proprietary or confidential nature in any form or format (written, electronic, visual, oral, or otherwise).

2.20 “**Prohibited Information**” shall mean any information whether offered in written, verbal or other form that such Party is not authorised to have and use in connection with the Contract, including, but not limited to, any information in a competitor’s confidential proposal, bid terms or contract and pricing terms.

2.21 “**Seller**” shall mean the relevant Kongsberg Maritime entity specified as such in the Contract.

2.22 “**Seller Group**” means Seller, its Affiliates, its and their contractors and subcontractors (of any tier), and its and their respective directors, officers and employees but shall not include any member of the Buyer Group.

2.23 “**Seller’s Personnel**” means any employee of the Seller who shall be involved in performing the Work.

2.24 “**Services**” shall mean any service to be provided as part of the Work by the Seller under the Contract.

2.25 “**Software**” shall mean the computer software (if relevant) to

- form a part of the Work and consisting of Seller's Software and/or Sublicensed Software (if relevant).
- 2.26 **"Seller's Software"** shall mean computer software to which Seller holds the copyright and IPR or which the Seller or its subcontractors has developed prior to Contract or develops as part of the Work.
- 2.27 **"Seller's Service Rates"** shall mean either the document issued by Seller which details the Seller's standard hourly or daily rates in force at the time of performance, in the relevant geographical location and for the relevant equipment.
- 2.28 **"Sublicensed Software"** shall mean computer software to which a third party holds the copyright and to which Seller, with the copyright holder's permission, grants Buyer the right to use pursuant to a licensing agreement from said third party.
- 2.29 **"Tax"** or **"Taxes"** shall mean all federal, regional, local, income, alternative minimum, gross receipts, sales, value added, transfer, franchise, withholding, payroll, excise, stamp, environmental, custom, duty or other tax, governmental fee or other similar, together with any interest, penalty, addition to tax, as imposed by any law or taxing authority.
- 2.30 **"Third Party"** shall mean any party which is not a member of Buyer Group or Seller Group.
- 2.31 **"Warranty Defect"** shall mean a defect in the Work resulting from faulty design, material or workmanship for which Seller is responsible.
- 2.32 **"Warranty Notice"** shall mean a written notice of a Warranty Defect submitted by Buyer to Seller in accordance with Clause 27.2.
- 2.33 **"Warranty Period"** shall mean, unless otherwise agreed in writing in the Contract, (i) for Goods, the period commencing upon the delivery to Buyer according to the agreed trade term (Incoterms® 2020) and expiring twelve (12) months thereafter, (ii) for Services, the period commencing upon completion of the Services, and expiring six (6) months thereafter, and (iii) for Software, 12 months for any new Software as from its delivery or, 3 months for any existing Software as from its upgrade or servicing.
- 2.34 **"Wilful Misconduct"** means any act or omission which was intended to cause foreseeable and harmful consequences, or which was done in reckless disregard or wanton indifference to the act's foreseeable and harmful consequences, but does not include an error of judgment, mistake, act or omission made in good faith.
- 2.35 **"Work"** means the Services, Documentation, Goods and/or Software which are to be provided by Seller to Buyer as explicitly and exhaustively specified in the Contract.
- 3. SELLER'S OBLIGATIONS**
- 3.1 Seller shall deliver the Work as explicitly and exhaustively specified in the Contract, which shall include all technical requirements and specifications of the Work. Seller shall have no responsibility or obligation in respect of the Work unless and to the extent expressly set out in the Contract.
- 3.2 No information, representations, description and data contained in general product information, brochures or otherwise shall form part of the Contract.
- 3.3 Seller shall perform its obligations under the Contract in accordance with all applicable mandatory laws and regulations of any governmental body or regulatory body having jurisdiction over the Work and/or the worksite. Seller shall only be responsible for performing the Work in accordance with any regulations or requirements of any specific classification society if and to the extent that such regulations or requirements have been expressly set out in the Contract.
- 4. BUYER'S OBLIGATIONS**
- 4.1 If Seller's performance of the Work in any way is dependent upon or affected by Buyer Group's provision of any supplies, services, documentation, information, access or other kinds of work, then Buyer shall, or ensure that the relevant Buyer Group entity shall, provide the foregoing and perform all of its obligations as specified in the Contract in due time and otherwise in a timely manner so as to not delay Seller's performance of the Work.
- 4.2 Buyer shall be responsible for and bear the risk for the accuracy, suitability and completeness of all supplies, services, documentation, information and other work provided by Buyer Group. Seller is not responsible to control or correct any such work or performance on the part of Buyer nor for any consequences that may occur as a result of any Buyer Group's delay or default or errors therein. The foregoing shall also apply to all interfaces which are not specified to form part of the Work.
- 4.3 If Buyer anticipates that Buyer Group will be unable to comply with any of the obligations as specified in the Contract, it shall forthwith notify Seller in writing, stating the reason and the time when it will be able to comply with its obligations. If a Buyer Group's default or an act or omission on the part of Buyer Group results in a delay of the Work, Seller shall be entitled to an extension of time in accordance with Clause 26.4 and Buyer shall compensate Seller for (i) costs and extra work resulting from the delay, (ii) additional costs for storage, (iii) additional costs for travel, board and lodging for Seller's Personnel, (iv) additional financing costs and costs of insurance, and (v) other documented costs incurred by Seller as a result of Buyer Group's default.
- 5. PAYMENT**
- 5.1 Unless otherwise explicitly agreed in the Contract, Buyer shall pay invoices no later than thirty (30) days as from the date of the invoice.
- 5.2 Payment shall not be deemed effected before Seller's nominated account has been fully and irrevocably credited.
- 5.3 If Buyer fails to pay by the due date, Seller shall be entitled to interest from the day on which payment was due, at a rate of eight percent (8%) pro annum above the Norwegian Policy Rate as published at the date of default unless otherwise explicitly agreed in the Contract.
- 5.4 Seller may suspend performance of the Contract in case of any payment default by the Buyer. If Buyer has not paid the amount due within thirty (30) days as from the due date, or failed to provide the agreed payment security, Seller shall be entitled to terminate the Contract by notice in writing to Buyer.
- 5.5 Neither Buyer nor Seller may set-off against claims for payment by the other Party.
- 5.6 Buyer may never delay or withhold payment to a greater extent than it can fully document to be entitled to with respect to the factual circumstances and legal grounds.
- 6. INTELLECTUAL PROPERTY AND RIGHT TO USE DATA**
- 6.1 The Parties shall retain all rights, title, and interest in or to all their respective IP and IPR owned, developed, conceived, acquired, or otherwise obtained prior to the Effective Date of the Contract.
- 6.2 Buyer acknowledges that Seller's IP and IPR, including any and all enhancements, modifications, improvements and changes, whether based upon Buyer's special requirements, inputs or otherwise, made hereto or to the Work by Seller prior to or after the Effective Date of the Contract, are and shall be the sole and exclusive intellectual property of Seller. Buyer further acknowledges that nothing in the Contract shall be construed as granting Buyer any rights of ownership, limited rights, license, or interest in or to Seller's IP or IPR, other than as per Clause 6.3.
- 6.3 The Seller grants to the Buyer a non-exclusive, royalty free, irrevocable, world-wide and non-sublicensable licence to use any of its Seller's IPR contained in any of its instructions, manuals, specifications, service reports or maintenance manuals for the purposes of operating, maintaining and repairing the Goods. Such licence shall be assignable only to another end user or operator of the Vessel.
- 6.4 During the term of the Contract Seller shall at its own cost be allowed to collect and utilize data which have been collected or processed through the Goods and/or Software delivered by Seller. Seller shall keep such data internally within its Affiliate(s) and shall only be allowed to collect and utilize such data for product development purposes within its Affiliates as well as to develop and offer services and products to Seller's customers similar to the Goods and/or Software delivered by Seller under the Contract.
- 7. INFRINGEMENT OF IPR**
- 7.1 In the event that any third party makes a claim or demand or

initiates legal proceedings based upon a claim that any part of the Work infringes such third party's Intellectual Property Rights (an "**Action**"), Seller will, subject to the provisions of this Clause 7, defend and indemnify Buyer for reasonable and direct costs and damages actually incurred, provided that:

- (a) Buyer immediately informs Seller of such Action in writing, and
 - (b) Buyer does not make any admissions that prejudices, or might prejudice, the defence of the Action, and
 - (c) Seller is given complete control over the defence of the Action and over all negotiations relating to the Action, and
 - (d) Buyer takes all reasonable steps to mitigate its loss and provides Seller with all assistance requested by Seller.
- 7.2 If Buyer becomes the subject of, or in Seller's sole opinion there is a risk that Buyer could become the subject of an Action, Seller shall have the right, at its own expense and at its sole discretion to carry out an exchange or modification to the Work so that it no longer infringes the third party's intellectual property rights.
- 7.3 Seller's obligations as specified above shall not apply, and Seller shall not be responsible or liable for any infringement of any third party's IPR resulting from:
- (a) the use of the Work together with any other software, documentation or equipment, if the infringement would not otherwise occur, or
 - (b) any modifications to the Work not performed by Seller, if the infringement would not otherwise occur.
- 7.4 The Parties agree that this Clause 7 sets forth Seller's sole and exclusive responsibility and liability to Buyer in the event that the Work is held to infringe the intellectual property rights of any third party.

8. TERMINATION FOR DEFAULT

- 8.1 Buyer may terminate the Contract:
- (a) in accordance with Clause 26.3, or
 - (b) in case Seller breaches any of its other material obligations or warranties under the Contract, and fails remedy such breach within a specified final reasonable period in writing (which normally shall not be less than thirty (30) days), or
 - (c) with a thirty (30) days prior written notice, in case Seller becomes the subject of bankruptcy, insolvency, liquidation, winding-up, receivership or analogous events.
- 8.2 Seller may terminate the Contract:
- (a) in accordance with Clause 5.4, or
 - (b) in case Buyer breaches any of its other material obligations or warranties under the Contract, and fails to remedy such breach within a specified final reasonable period in writing (which shall not be less than thirty (30) days), or
 - (c) with a thirty (30) days prior written notice, in case Buyer becomes the subject of bankruptcy, insolvency, liquidation, winding-up, receivership or analogous events.
- 8.3 In case of rightful termination by Buyer due to Seller's default according to the provision herein:
- (a) Seller shall immediately cease its performance of the Work under the Contract, and both Parties shall mitigate their costs, expenses and losses resulting from the termination, and
 - (b) Buyer shall have the right to take over from Seller the part of the Work which is ready for delivery, and
 - (c) Seller shall be entitled to full payment for the part of the Work delivered to Buyer prior to termination as well as for the part of the Work taken over by Buyer after termination, and
 - (d) Subject to Clause 10, Buyer shall be entitled to compensation for direct, documented costs incurred as a result of the termination.
- 8.4 In case of rightful termination by Seller due to Buyer's default according to the provisions herein:
- (a) Seller shall immediately cease its performance of the Work under the Contract, and both Parties shall mitigate their costs, expenses and losses resulting from the termination, and
 - (b) Seller shall be entitled to full payment for any part of the Work which is performed in accordance with the requirements of the Contract, and
 - (c) Seller shall be entitled to compensation for the documented costs, losses, and damages incurred as a result of the termination.

9. MUTUAL INDEMNITIES

- 9.1 Seller shall be responsible for and shall indemnify, defend and hold harmless Buyer Group from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:
- (a) loss of or damage to property of Seller Group arising directly or indirectly as a result of, or in connection with, the Contract, whether such property is leased, owned or operated, as well as the Goods until their delivery to Buyer; and;
 - (b) personal injury including death or disease to any member of Seller Group arising directly or indirectly as a result of, or in connection with, the Contract.
- 9.2 Buyer shall be responsible for and shall indemnify, defend and hold harmless Seller Group from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:
- (a) loss of or damage to property of Buyer Group arising directly or indirectly as a result of, or in connection with, the Contract, whether such property is leased, owned or operated, as well as the Goods after their delivery to Buyer; and;
 - (b) personal injury including death or disease to any member of Buyer Group arising directly or indirectly as a result of, or in connection with, the Contract.
- 9.3 Notwithstanding any other provision of the Contract, Buyer shall indemnify, defend, and hold harmless the Seller Group, from and against all claims, damages, losses, costs (including legal costs), and expenses and liabilities in respect of personal injury including death or disease to any Third Party and loss of or damage to the property of any Third Party; arising out of, in connection with or caused by the Work and the use thereof after delivery from Seller to Buyer.
- 9.4 The exclusions and indemnities set forth in this Clause 9 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or any other person and shall apply irrespective of any claim in tort, under contract or otherwise at law, but shall not apply in cases of Gross Negligence or Wilful Misconduct on the part of the indemnified Party and shall not release the indemnified Party from an obligation at law to mitigate any losses suffered by it or a member of its group (Buyer Group or Seller Group respectively).
- 9.5 If a Party becomes aware of a claim that the other Party might be obliged to indemnify, it shall promptly notify the other Party in writing about the existence and nature of the claim. The Parties shall provide reasonable assistance to each other in the defence of any such claim and no such claim shall be settled without the consent of the indemnifying Party.
- ## 10. LIMITATION OF LIABILITY
- 10.1 Notwithstanding anything to the contrary set forth in the Contract, and to the fullest extent permissible under the applicable law, but except to the extent of any agreed liquidated damages, neither the Seller nor the Buyer shall be liable to the other by way of indemnity or by reason of any breach of the Contract or of statutory duty or by reason of tort of whatever reason (including but not limited to negligence) for any Consequential Loss.
- 10.2 Notwithstanding anything to the contrary set forth in the Contract, but except as provided for under the agreed mutual indemnities, and to the fullest extent permissible under the applicable law, the total aggregate liability of Seller on any claim whether by reason of any breach of the Contract (including but not limited to defect or delay) or of statutory duty or by reason of tort or whatever reason (including but not limited to negligence) and whether the Contract is terminated or not arising from or related to the Contract shall not exceed twenty five per cent (25%) of the Contract Price.
- 10.3 The Parties acknowledge that, whether the Contract is terminated or not, their respective rights, obligations and liabilities explicitly set out in the Contract are exclusively specified in the Contract and thus exhaustive of the remedies, rights, obligations and liabilities that may arise by reason of any breach of the Contract (including but not limited to defect or delay) or of statutory duty or by reason of tort or whatever reason (including but not limited to negligence) and thus to the exclusion of any rights the Parties might otherwise have according to any statutory provisions, or the United Nations Convention on

Contracts for the International Sale of Goods (CISG), or otherwise at law.

11. INSURANCE

11.1 The Parties shall procure and maintain appropriate insurance coverage with reputable insurers to protect its own property and personnel.

11.2 Each Party shall provide certificates of insurance, if so requested in writing by the other Party.

12. IMPORT, EXPORT CONTROL AND SANCTIONS COMPLIANCE

12.1 Seller and Buyer acknowledge that the provision of the Equipment, Software, Services, Documentation and/or related information may be subject to Norwegian, UN, EU, US, UK and any other applicable present or future national or international export control and sanctions laws and regulations concerning import, export or re-export of Equipment, Software, Services, Documentation and/or related information.

12.2 Each of the Parties agree that they will strictly comply with all such Norwegian, UN, EU, US, UK, and any other applicable export control and sanctions laws and regulations. As such, each of the Parties warrant and undertake that they will not import, export, re-export, or otherwise provide either directly or indirectly, in part or in full, any services, supplies and/or information in respect of the Contract without complying in all respects with such applicable export control and sanctions laws and regulations, as well as any related governmental instructions, licenses or requirements.

12.3 Seller shall make reasonable efforts to obtain any necessary licenses, approvals, or authorizations from the relevant governmental authorities in Seller's country, and Buyer shall provide any relevant or required documentation such as end-user certificates, declarations and import licenses.

12.4 The Parties acknowledge however that issuance of necessary licenses, approvals or authorizations may be at the sole discretion of the relevant governmental authorities. If any such necessary licenses, approvals or authorizations are delayed, denied, or cancelled, Seller shall without undue delay inform Buyer adequately, and Seller shall, without incurring any liability whatsoever, be entitled to a corresponding extension of the time for delivery under the Contract. If any such necessary licenses, approvals or authorizations have still not been obtained after a period of ninety (90) days from Seller's notice of such delay, denial, or cancellation, then Seller may by formal notice in writing terminate the Contract with no further liability on the part of Seller.

12.5 In particular, KONGSBERG prohibits re-exportation, directly or indirectly, of KONGSBERG Equipment, Software, Services, Documentation and/or related information to Russia or for use in Russia and/or Belarus ("No Re-Export to Russia and/or Belarus Prohibition"). Such No Re-Export to Russia and/or Belarus Prohibition implies that the Buyer shall not sell, export or re-export, directly or indirectly, to Russia and/or Belarus or for use in Russia and/or Belarus any Equipment, Software, Services, Documentation and/or related information under or in connection with this Contract. Further the Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, to ensure compliance with the No Re-Export to Russia and/or Belarus Prohibition. The Buyer shall immediately notify KONGSBERG in the writing in the event of any activities by third parties in violation of the No Re-Export to Russia and/or Belarus Prohibition

12.6 Any violation of the No Re-Export to Russia and/or Belarus Prohibition shall constitute a material breach of this Contract, and KONGSBERG shall, in its sole discretion be entitled to terminate the Contract and to seek any other appropriate remedies including full damages (including Consequential Damages).

12.7 If Seller, in its sole discretion, should determine that the provision of any part of the Goods, Software, Services, Documentation and/or related information and/or the associated payment from Buyer to Seller in any manner would not be in full compliance with any applicable present or future export control and sanctions laws and regulations, including the No Re-Export to Russia and/or Belarus Prohibition as well as any related governmental instructions, licenses or requirements, then Seller shall have the

unrestricted right to declare by written notice to Buyer that any such obligations on the part of Seller are null and void and without any liability or consequence on the part of Seller whatsoever.

13. DATA PRIVACY

13.1 Seller and Buyer shall, during the term of the Contract comply with, and procure that all representatives comply with, applicable data privacy laws and regulations, including information security requirements, in connection with their performances under the Contract.

13.2 Buyer permits Seller to collect and process personal data ("Personal Data") as defined in EU General Data Protection Regulation 2016/679, (the "GDPR"), pursuant to Kongsberg Gruppen's Binding Corporate Rules for processing and transfer of Personal Data (the "BCR"), which can be found on Seller's website, and any applicable laws and regulations. Further information about Seller's general processing activities is set out in the Privacy Statement for Kongsberg Gruppen: <https://www.kongsberg.com/no/privacy/>. Additional information may be given in specific privacy notices for particular areas or products/services. Seller may, inter alia, process Personal Data for the following business purposes:

- (a) processing of Personal Data as part of the provision of the products and services;
- (b) customer relationship management, management reporting and marketing;
- (c) development and improvement of Seller's products and/or services;
- (d) background check, due diligence and security clearance; and
- (e) Health, Environment, Safety, Security and Quality;
- (f) compliance with legal obligations.

13.3 Seller permits Buyer, as far as permitted by applicable law and to the extent necessary in relation to purchasing the products and/or services, to collect and process Personal Data for the following business purposes:

- (a) contract management;
- (b) supplier relationship management;
- (c) Health, Environment, Safety, Security and Quality; and
- (d) compliance with legal obligations.

13.4 If a Party becomes aware of a Personal Data breach (as defined in the GDPR), it shall notify the other Party without undue delay and provide reasonable assistance to the other Party, to ensure compliance with applicable data protection laws and regulations.

13.5 In the event and to the extent that Seller acts as a processor on Buyer's behalf and the Buyer is within the EEA, the Parties shall enter into a data processing agreement in accordance with GDPR Article 28.

13.6 The Parties undertake to co-operate to ensure there is an adequate legal basis for the transfer of Personal Data between the Parties (where required and applicable), e.g., by entering into EU standard contractual Clauses for the transfer of Personal Data to third countries outside the EEA.

14. FORCE MAJEURE

14.1 Notwithstanding anything to the contrary set forth in the Contract, either Party shall be entitled to suspend performance of its obligations under the Contract for reasons of Force Majeure, which shall mean an event beyond the reasonable control of the Party affected, impeding performance or making performance unreasonably onerous, such as (but not limited to) local and general industrial dispute, fire, war (whether declared or not), armed conflict, terrorist activity, extensive military mobilization, insurrection, requisition, seizure, embargo, governmental action, export and import restrictions, epidemics and pandemics including implications and restrictions related thereto, restrictions in the use of power, and delays or defects in deliveries by subcontractors caused by such circumstances referred to in this Clause.

14.2 The Party claiming to be affected by Force Majeure shall without undue delay after the occurrence notify the other Party in writing thereof. If Force Majeure prevents Buyer from performing its obligations, it shall compensate the Seller for all costs incurred in securing and protecting the Work.

14.3 Regardless of what might otherwise follow from these General Conditions, either Party shall be entitled to terminate the Contract

by notice in writing to the other Party if performance of the Contract is suspended under Clause 14 for more than six months.

15. CONFIDENTIALITY

- 15.1 This Clause shall apply if and to the extent it does not contradict the provisions of any applicable confidentiality agreement or similar agreement between the Parties.
- 15.2 The Parties shall treat as confidential and shall not disclose Proprietary Information received from the other Party to any employee or third party, unless the employee or third party have a need to know such Proprietary Information in order to carry out work in support of the Contract. Buyer shall not use such Proprietary Information received from Seller for any other purpose than to carry out the Work in support of the Contract as well as to the extent necessary to make use of the Work after delivery. The Parties shall ensure that any third party given access to the Proprietary Information is bound by confidentiality obligations no less strict than those set forth herein.
- 15.3 Any Proprietary Information disclosed to the other Party shall remain the property of the disclosing Party, and shall, if so requested in writing by the disclosing Party, promptly be returned if the Contract is terminated or cancelled.
- 15.4 The duty of confidentiality and restrictions on use does not apply to Proprietary Information which the receiving Party can prove by documentary evidence: (i) is already known to the receiving Party at the time it is obtained from the disclosing Party, free from any obligations to hold such information in confidence, or (ii) is independently developed by the receiving Party, or (iii) has become publicly known, or (iv) is rightfully received from a third party without restrictions, or (v) is required to be disclosed by law, regulation, court order, or the rules of any securities exchange, or (vi) is approved for release or use by prior authorization in writing by the disclosing Party.
- 15.5 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 the Contract; and
 - (b) offer or provide any Prohibited Information, whether specifically related to the subject matter of the Contract or otherwise.

16. TAXES AND DUTIES

- 16.1 All prices are exclusive of sales, use, value added (VAT), Goods and Service (GST), and similar indirect taxes, import taxes and custom duties, whether imposed currently or in the future. In the event Seller is required to pay any such indirect taxes, Buyer shall reimburse Seller according to Seller's instructions.
- 16.2 If any Taxes, which are not excluded under Clause 16.1 are required by law to be withheld from amounts paid or payable to Seller, Buyer shall
- (a) withhold and remit such Tax as required by law to the applicable tax jurisdiction,
 - (b) furnish to Seller without undue delay, and under no circumstances later than 180 days, a tax certificate from the relevant tax authority, or, if not available, other acceptable proof of payment of the Taxes paid to establish the withholding amount, its recipient, and its basis, as required by the Seller's tax authorities.
 - (c) assist Seller to obtain any reduced withholding tax under applicable tax treaties,
 - (d) be entitled to reduce the payment to Seller by the Tax amount, provided that all above conditions in this Clause 16.2 have been fulfilled.
- 16.3 To the extent beneficiary Tax rates are available under Clause 16.2(c), Seller is required to provide to Buyer a Certificate of Residence ("CoR") document prior to payments being made. If Seller has not provided such CoR document prior to payment, Buyer may deduct withholding tax in accordance with local tax regulations.
- 16.4 Subject to the exceptions in the above paragraphs of this Clause 16, Buyer is responsible for paying all Taxes associated with its purchase under the Contract. For the avoidance of doubt, Seller shall always be responsible for Seller's income tax.
- 16.5 Any increase or other changes in Taxes shall be carried by Buyer or Seller in accordance with the liability for such Taxes in the

paragraphs above.

17. FEES, DUTIES AND ADMINISTRATION

- 17.1 The minimum order amount is EUR 200 or the equivalent amount in the agreed currency. Should the Buyer place an order for a lesser amount, Buyer acknowledges and agrees that the order value will nonetheless be EUR 200 or the equivalent amount in the agreed currency.
- 17.2 Irrespective of anything to the contrary, including any interpretation on fees by the prevalent Incoterm agreed in the Contract, the following fees shall be paid by Buyer to Seller (whenever applicable), in EUR or their equivalent in the agreed Contract currency:

Description	Amount	Applicability
Dangerous Goods / Hazmat Fee	EUR 200 per shipment	Whenever special handling or documentation for shipping hazardous materials is required (such as for Batteries, Fluids, MRUs, etc.)
After hours/ Urgent Order Fee	EUR 300 per shipment / order	Whenever an order is processed, picked up, or quoted after local hours (8am-5pm Monday to Friday for most offices)
Export License	EUR 250 per License	Whenever Seller is required to apply for any export licenses on behalf of the Buyer.
Letter of Credit	EUR 250 per letter	Upon Buyer's request as a method of payment
Hand Carry by Engineer:	EUR 700	whenever this service is needed. This fee is in addition to travel expenses / normal hours incurred by engineer.
Signed and Stamped from Chamber of Commerce and/or Embassy:	EUR 300	This does not replace any fees already incurred by any Freight Forwarder or packing companies' services.
Hard Copy Manuals (paper or USB)	EUR 500	No major changes will be made from the original delivery.
Scanned Manuals (paper or USB)	EUR 1000	No major changes will be made from the original delivery. Rebranding / updates of documentation are not considered in this price and will be charged separately

18. APPLICABLE LAW AND DISPUTE RESOLUTION

- 18.1 The Contract shall be governed by and construed in accordance with Norwegian law.
- 18.2 Any dispute arising out of or in connection with the Contract, including any disputes regarding the existence, breach, termination or validity thereof, shall be sought resolved amicably through negotiations between high-level executives of the Parties.
- 18.3 If such negotiations are not successful after a period of sixty (60) days from a claim presented in writing of such negotiations from either Party, either Party shall have the right to bring the dispute to final settlement through arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules of Arbitration. The arbitrators shall be competent in the applicable law. The place and seat of arbitration shall be Oslo, Norway, and the language of the arbitration shall be English.

19. NOTICES

- 19.1 Notices required to be given to the other Party under the Contract

shall be considered validly served if provided in writing in accordance with the following requirements:

- (a) a physical document or a digital PDF document, and;
 - (b) being duly signed (wet and digital signatures both to be accepted), and;
 - (c) forwarded by means of registered mail, courier service, delivery by hand, or as a separate attachment to an e-mail, and which;
 - (d) properly identifies the sender of the notice and the Contract.
- 19.2 Documents and notices required to be sent to the other Party shall be sent to the physical or digital addresses and point of contact(s) of the Parties stated in the Contract, or to any such addresses or point of contact(s) subsequently informed by one Party to the other Party.

20. SEVERABILITY

- 20.1 If any term of these General Conditions is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of these General Conditions which will continue in full force and effect.

21. SURVIVAL

- 21.1 The following Clauses shall survive the expiry, cancellation or termination of the Contract: Clause 2 (Definitions), Clause 6 (Intellectual Property and Right to Use Data), Clause 7 (Infringement of IPR), Clause 9 (Mutual Indemnities), Clause 10 (Limitation of Liability), Clause 15 (Confidentiality), Clause 18 (Applicable Law and Dispute Resolution), Clause 20 (Severability), Clause 24 (Entire Agreement), Clause 27 (Warranty for Goods), Clause 30 (Warranty for Software), Clause 35 (Warranty for Services).

22. ASSIGNMENT

- 22.1 Buyer shall not assign or otherwise transfer any rights or obligations in whole or in part under the Contract without prior approval in writing from Seller, which shall not be unreasonably withheld. If required by Seller, Buyer shall provide security for the assignee's performance of its obligations in a format acceptable to Seller.
- 22.2 Seller may subcontract or assign in whole or in part the Work under the Contract to any of its Affiliates upon written notice to Buyer. Seller shall however remain responsible towards Buyer for the proper performance of such assigned part of the Work.

23. ANTI-BRIBERY AND ANTI-CORRUPTION

- 23.1 Each Party represents, warrants and undertakes to the other Party that in relation to the Contract neither it nor its Affiliates, directors, employees, representatives nor any other person acting on its or their behalf have engaged, or will engage, in any conduct which was or would be an offence under any ABC Laws.
- 23.2 Each Party represents, warrants and undertakes to the other Party that in relation to the Contract neither it nor its Affiliates, directors, employees, representatives nor any other person acting on its or their behalf have authorized, offered, promised, paid or otherwise given, or will authorize, offer, promise, pay or otherwise give, any Inappropriate Inducement to or for the use or benefit of any a) Government Official, b) any director, officer, employee, agent or representative of the other Party or any commercial organization or private individual, or c) any other person, entity or third party intermediary; which was or would be an offence under any ABC Laws.
- 23.3 Notwithstanding any other provision of the Contract, either Party may, without prejudice to any of its rights under law, contract or equity, terminate the Contract immediately by issuing a notice in writing if the other Party (i) is in breach of this Clause 23, or (ii) if the representations and warranties given by the other Party in this Clause 23 would not be true and accurate in all respects.

24. ENTIRE AGREEMENT

- 24.1 The Contract together with all its appendixes constitutes the entire agreement between the Parties and supersedes and replaces any prior written or oral agreement, understanding or the like between the Parties. Modifications, amendments or extensions to the Contract shall only be valid if made in writing and signed by duly authorized representatives of both Parties.

PART II – SUPPLY OF GOODS

25. DELIVERY, TITLE AND RISK

- 25.1 Unless as otherwise agreed in writing in the Contract, the Goods shall be delivered and the passing of risk shall occur in accordance with Free Carrier (FCA) Incoterms® 2020, at the place named by the Seller.
- 25.2 Title to the Goods shall not pass from Seller to Buyer until payment of the Contract Price has been made in full to the extent that such retention of property is valid under the applicable law. The retention of title shall not affect the passing of risk.

26. DELAY IN DELIVERY OF THE GOODS

- 26.1 Seller shall deliver the Goods on the delivery date as agreed in the Contract.
- 26.2 Should Seller fail to deliver in accordance with Clause 26.1, Buyer shall, be entitled to liquidated damages at a rate of a half percent (0.5%) of the price of the delayed part of the Goods for each completed week of delay. The accumulated total liquidated damages shall never exceed seven and a half per cent (7,5%) of the price of the delayed part of the Goods.
- 26.3 If Seller's delay is such that Buyer has become entitled to the maximum liquidated damages as per Clause 26.2 and the Goods are still not delivered, Buyer may in writing demand delivery within a specified final reasonable period (which normally shall not be less than one (1) week). If delivery is still not made within said period, then Buyer may by notice in writing to Seller terminate the Contract in respect of such delayed part of the Contract.
- 26.4 Seller shall be entitled to an extension of the time for delivery of the Goods if delays occur due to any relevant excusable delays, including (without limitations) in the cases referred to in Clauses 4.3, 12.4, and 14. Such extension shall be adequate and sufficient, taking into account the total effect of the delay to the Seller's performance.
- 26.5 Liquidated damages as per Clause 26.2 and termination of the Contract as per Clause 26.3 (if applicable) shall be the sole and exclusive remedies available to Buyer in case of any delay on the part of Seller under the Contract. All other claims against Seller based on delay shall be excluded. Application and calculation of liquidated damages hereunder is based on Buyer's and Seller's professional allocation of risk between them and the amounts of liquidated damages for which Seller may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by Buyer in the event of Seller's delay of its obligations under the Contract and has not and shall not be deemed as a penalty or otherwise unreasonable regulation of rights and remedies.

27. WARRANTY FOR GOODS

- 27.1 Seller shall, subject to the provisions of this Clause 27, at its own cost, diligently remedy or repair Warranty Defect(s) in the Goods.
- 27.2 Buyer shall without undue delay, and in any case no later than two (2) weeks after the expiry of the Warranty Period, submit a Warranty Notice to Seller of any Warranty Defect discovered during the Warranty Period. Buyer is responsible to fully document and substantiate any Warranty Defect. Seller shall have no responsibility or liability for any defect or non-conformity which is not a Warranty Defect, or which has not been notified in accordance with this Clause 27.2. Buyer shall immediately take appropriate steps to prevent any defect from becoming more serious. Where the defect may cause further damage to the Goods or other parts of equipment, Buyer shall immediately inform Seller in writing, and take reasonable measures to minimise such damages, and where relevant comply with instructions given by Seller. If Buyer fails to inform Seller, or disregards instructions given, Buyer shall bear the risk and responsibility for any damage to the Goods or other equipment caused by the Warranty Defect.
- 27.3 If Buyer has given a Warranty Notice and no Warranty Defect is found for which Seller is liable, Seller shall be entitled to compensation from Buyer for costs incurred as a result of the Warranty Notice.
- 27.4 With due regard to the circumstances, Seller decides at its sole discretion, in consultation with Buyer, how and where to remedy or repair a Warranty Defect. If Seller decides that the defective

Good shall be returned to Seller, or another venue, then transportation from Buyer shall be for Buyer's cost and risk, and the return transportation to Buyer shall be for Seller's cost and risk.

27.5 Defective parts that have been replaced shall be made available to Seller and shall become the property of Seller.

27.6 Warranty Defects that have been remedied or repaired by Seller under this Clause 27 shall be subject to twelve (12) months renewed warranty but Seller shall have no further liability for such remedied or repaired Goods whatsoever after twenty-four (24) months from Seller's original delivery to Buyer according to the agreed trade term (Incoterms® 2020).

27.7 If Seller does not initiate and diligently pursue its obligations to remedy or repair a Warranty Defect within a reasonable time, Buyer may, by notice in writing, specify a final time for performance of such obligations. The notice shall be given at least thirty (30) days before such final time. If Seller fails to perform its obligations within such final time, Buyer may undertake, or employ a third party to undertake, the necessary remedial work. Where Buyer or a third party has undertaken successful remedial work, reimbursement by Seller of the reasonable costs (generally not exceeding the costs calculated by Seller for the same work) incurred by Buyer shall constitute full settlement of Seller's liability for the Warranty Defect.

27.8 Seller shall not be liable for any Excluded Defects or for any Excluded Warranty Costs. Seller shall never be liable for and hereby disclaims all other warranties, express or implied, including warranties of fitness for purpose and merchantability. Seller's obligations and liabilities according to the provisions set forth herein are the sole and exclusive remedies available to Buyer in relation to defects or non-conformities in the Work and thus to the exclusion of any other rights Buyer might have according to any statutory provisions or at law. After the expiry of the applicable Warranty Period Seller shall have no further obligations or liabilities in respect of the Work.

28. RETURN OF GOODS AND LATE PICK-UPS

28.1 Buyer may not return any Goods, including but not limited to parts of replacement kits, seals and perishable goods, or any item marked as "non-returnable" in the Contract.

28.2 Notwithstanding clause 28.1, Buyer may return standard stock items provided that Buyer shall pay Seller a restocking fee of twenty percent (20%) of the value of such items.

28.3 No Goods can be returned once delivery has taken place, nor can any Goods be returned if the overall order value is below EUR 200.

28.4 If Buyer fails to make pick-up of Goods, Kongsberg reserves the right to ship to the designated delivery address provided by the Buyer, using a Kongsberg designated Freight Forwarder, adding freight costs to the order as a line item.

28.5 If no shipping address is provided, Kongsberg reserves the right to restock all standard stock items, and charge Buyer in full for any custom made deliverables, following two reminders that the Goods are ready for shipment.

PART III – SUPPLY OF COMPUTER SOFTWARE

29. SOFTWARE LICENSE

29.1 Upon payment by the Buyer of the Contract Price in full, Seller grants to Buyer and Buyer accepts from Seller, a perpetual, non-exclusive and non-transferable license to limited use of Seller's Software and related documentation as specified herein and to use the Sublicensed Software according to the terms of the licensing agreement governing such software.

29.2 Use of the Software shall be limited to the regular use and operation of the Work or as specified in the Contract.

29.3 Buyer shall not install, use or transfer the Software on computers not delivered by Seller without prior approval in writing from Seller. Buyer may make the minimum number of copies of the licensed Software required for safekeeping or backup purposes.

29.4 Unless specifically allowed for in the Contract, Buyer shall not copy, reproduce, modify, adapt, translate, reverse engineer, decompile, or disassemble the Software or the related documentation. Buyer shall not develop derivative work, which is

intended to be functionally equivalent substitutes for the Software, the related documentation or parts thereof.

29.5 Full title in and ownership to Seller's Software and Documentation, including all copies thereof, and all rights therein including without limitation IPR, belong to and shall remain with the Seller (or Seller's subcontractors, as the case may be). Buyer acknowledges that equivalent ownership rights apply to the Sublicensed Software.

29.6 Buyer shall not remove, cover or alter Seller's or any third party's ownership-, trademark-, copyright-, or other proprietary marks and notices on the Goods, Software or the related documentation.

30. WARRANTY FOR SOFTWARE

30.1 As its sole warranty obligation for Software, Seller undertakes to remedy or replace free of charge, with an upgraded version, any Seller's Software with errors, defects or bugs, which substantially affect the operation of such Seller's Software. Warranty for Sublicensed Software is limited to the warranties given, if any, by the providers of the Sublicensed Software, and Seller will allow and reasonably assist Buyer in pursuing any claim under such warranties. Seller's warranty for Software is limited to defects that appear within the Warranty Period.

30.2 Seller shall screen Seller's Software with updated, commercially available virus detection programs prior to installation, but cannot warrant that the Software will be completely free from viruses.

30.3 Seller shall not be liable for any errors, defects or bugs caused, in whole or in part, by misuse, use of the Software in conflict with the user manual or in breach of any of the provisions of the Software License pursuant to the Contract or use together with other software applications unless approved by the Seller in writing.

30.4 The limitations set under Clause 27.8 shall apply to warranty for Software in the same way it applies to warranty for Goods, in addition to the specific limitations set out herein.

PART IV – PERFORMANCE OF SERVICES

31. SERVICES LOCATION AND TIME

31.1 Buyer and Seller shall agree in the Contract on the time and place for the Services to be provided by Seller, and Seller shall make Seller's Personnel available in accordance with such Contract. Unless otherwise agreed between Buyer and Seller, Seller will deliver available Seller's Personnel having the relevant skills from the closest possible location within its Global Support Network.

31.2 Buyer shall ensure that Seller's Personnel has full access (such as but not limited to security clearances) to the worksite during normal working hours and outside normal working hours to the extent deemed necessary by Seller. Buyer shall ensure that Seller's Personnel is allowed to perform the Services in a continuous manner and without interruptions.

32. HEALTH SAFETY AND ENVIRONMENT

32.1 If the Services are to be carried out at Buyer's site, dock or onboard a vessel, Buyer shall:

- (a) inform Seller in writing of all relevant Health, Safety, and Environmental (HSE) regulations applicable to the worksite, and of any particular risks or dangers that may be encountered in the use of any equipment and tools provided by Buyer,
- (b) coordinate safety measures pursuant to the laws governing working environment and ensure that the premises are in appropriate condition, and prevent Seller's Personnel from being exposed to injury, hazard to health or accidents,
- (c) ensure that the necessary safety equipment is present at the worksite and shall bear any costs related to such availability of equipment,
- (d) comply with Seller's reasonable requests to take action to prevent injury, hazard to health or accidents, and
- (e) forthwith notify in writing Seller of any HSE breach by Seller's Personnel.

32.2 If the Services are to be carried out at Buyer's site, dock or onboard a vessel, Seller shall:

- (a) ensure Seller's Personnel comply with applicable HSE safety regulations as provided by Buyer,

- (b) in agreement with Buyer, take such measures as are necessary for avoiding any repetition of HSE breaches by Seller's Personnel,
- (c) inform Buyer of particular dangers associated with the performance of the Work.
- (d) be entitled to refuse and not be obliged to perform the Services (i) if the working environment is deemed unsafe or not in accordance with Seller's HSE requirements, or (ii) if the Services are requested to be performed in areas designated as unadvisable or unsafe for travel by relevant governmental authorities including by the Norwegian Ministry of Foreign Affairs.
- 32.3 In the event of Seller's Personnel illnesses, injuries, or accidents, at work or outside work, Buyer shall assist the Seller's Personnel to obtain the best available medical attention, hospital treatment and medicines (which costs will be borne by Seller). Should return transportation of any Seller's Personnel be appropriated due to medical grounds or in the event of death, Buyer shall give Seller all reasonable assistance in arranging such return transportation. Seller shall bear all costs related to medical attention, hospital treatment, medicine and return transportation.
- 32.4 In the event of death of any of Seller's Personnel, or if by reason of illness, injuries, or accident a member of the Seller's Personnel is or will be unavailable or unfit for work for more than four (4) weeks, the Seller shall be entitled at his own expense to provide a substitute.
- 32.5 Seller shall never be held liable for any supervision or supervisory services whatsoever, neither for any work carried out by Buyer or Buyer Group, even though carried out with Seller's assistance. To the extent that Seller has provided advice to Buyer or any other member of Buyer Group or any third party in relation to the Contract, then such advice shall be deemed solely as input for Buyer's consideration, assessment and accountability and not impose any liability on Seller.
- 33. SELLER SERVICE RATES AND TIME SHEETS**
- 33.1 Unless otherwise expressly specified in writing and agreed with the Seller, the Seller's Service Rates shall apply to the performance of the Services, as well as for any travel time, idle and/or waiting time.
- 33.2 Regardless of the agreed payment scheme under a Contract, Seller reserves the right to charge Buyer in accordance with Seller's Service Rates and to claim cost reimbursement for extra costs incurred in the event of: (i) Services performed outside the agreed scope of the Work as per the Contract; and/or (ii) Services performed outside normal working hours; and/or (iii) waiting/idle time for which the Seller is not responsible; and/or (iv) Services rescheduled or cancelled by Buyer.
- 33.3 Unless otherwise agreed in writing, working hours, overtime, waiting time and transportation and lodging costs shall be defined and governed by the Seller's Service Rates.
- 33.4 For the purpose of carrying out the Work, the Seller shall maintain a record, protocol or similar document on observations and measures carried out. Seller's Personnel will present time sheets to Buyer showing hours worked. Buyer may review and approve the time sheets insofar as practicable, but approval will not be required for invoicing by the Seller of Personnel's time as shown on the time sheets.
- 34. BUYER'S OBLIGATIONS**
- 34.1 Buyer shall comply with the relevant obligations set out in the Seller's Service Rates whenever applicable.
- 34.2 Unless otherwise agreed in writing, Buyer shall, at Buyer's cost:
- (a) furnish all ancillary labour, materials, supplies, and/or utilities as may be required by Seller's Personnel,
- (b) give all necessary assistance to ensure that Seller obtains all necessary information regarding local laws and regulations applicable to the Work and shall ensure that Seller's Personnel are provided the necessary safety awareness training prior to commencement of the Work,
- (c) make available to the Seller's Personnel all technical information such as drawings, descriptions, diagrams, technical manuals and interface specifications as is necessary to carry out the Work,
- (d) provide all assistance requested by Seller with (i) customs formalities required for import and export of the Seller's equipment and tools free of all duties and taxes, and (ii) visas and any other official entry, exit, residence or working permits and tax certificates that may be required,
- (e) will comply with all laws and regulations and permitting requirements applicable at the worksite, or arising out of the performance of the Work,
- (f) pay all taxes, duties or charges levied upon Seller or its personnel in connection with the performance of the Work at Buyer's site or incidental to the lodging or travel of the Seller's Personnel or shall promptly reimburse Seller for any such charges which Seller may be required to pay,
- 35. WARRANTY FOR SERVICES**
- 35.1 Seller shall, subject to the provisions of this Clause 35, at its own cost, diligently remedy or repair Warranty Defect(s) in the Services.
- 35.2 Buyer shall without undue delay submit a Warranty Notice to Seller of any Warranty Defect which occurred during the Warranty Period, and in any case no later than two (2) weeks after the expiry of the Warranty Period. Buyer is responsible to fully document and substantiate any Warranty Defect. Seller shall have no responsibility or liability for any defect or non-conformity which is not a Warranty Defect, or which has not been properly notified in accordance with this Clause 35.2. The Buyer shall immediately take appropriate steps to prevent any defect from becoming more serious. Where the defect may cause further damage to the Goods or other parts of equipment, Buyer shall immediately inform Seller in writing, and take reasonable measures to minimise such damages, and where relevant comply with instructions given by Seller. If Buyer fails to inform Seller, or disregards instructions given, Buyer shall bear the risk and responsibility for any damage to the Goods or other equipment caused by the Warranty Defect.
- 35.3 If Buyer has given a Warranty Notice and no Warranty Defect is found for which Seller is liable, Seller shall be entitled to compensation from Buyer for costs incurred as a result of the Warranty Notice.
- 35.4 With due regard to the circumstances, Seller decides at its sole discretion, in consultation with Buyer, how and where to remedy or repair a Warranty Defect.
- 35.5 Warranty Defects that have been remedied or repaired by Seller shall be subject to six (6) months renewed warranty but Seller shall have no further liability for such remedied or repaired Services whatsoever after twelve (12) months following the date of commencement of the original warranty period as stipulated above in this Clause.
- 35.6 If Seller does not initiate and diligently pursue its obligations to remedy or repair a Warranty Defect within a reasonable time, Buyer may, by notice in writing, specify a final time for performance of such obligations. The notice shall be given at least thirty (30) days before such final time. If Seller fails to perform its obligations within such final time, Buyer may undertake, or employ a third party to undertake the necessary remedial work. Where Buyer or a third party has undertaken successful remedial work, reimbursement by Seller of the reasonable costs (generally not exceeding the costs calculated by Seller for the same work) incurred by Buyer shall constitute full settlement of Seller's liability for the Warranty Defect.
- 35.7 Seller shall not be liable for any Excluded Defects or for any Excluded Warranty Costs. Seller shall never be liable for and hereby disclaims all other warranties, express or implied, including warranties of fitness for purpose and merchantability. Seller's obligations and liabilities according to the provisions set forth herein are the sole and exclusive remedies available to Buyer in relation to defects or non-conformities in the Services and thus to the exclusion of any other rights Buyer might have according to any statutory provisions or at law. After the expiry of the applicable Warranty Period Seller shall have no further obligations or liabilities in respect of the Services.
- 36. NEW BUSINESS AREA WITHIN KONGSBERG**
- 36.1 Kongsberg Group (KONGSBERG) is in process of establishing Sensors & Robotics as a new business area named Kongsberg Discovery. Sensors & Robotics has until now been a division under Kongsberg Maritime (KM).
- 36.2 Notwithstanding any to the contrary, the Parties agree that the Seller shall be entitled to transfer this Contract including all rights

and obligations to a company in the new Kongsberg Discovery business area (the “**KD NewCo**”), provided that (i) the KD NewCo is registered and located in the same country as the Seller, (ii) the KD NewCo is wholly owned, directly or indirectly, by KONGSBERG’s ultimate parent company Kongsberg Gruppen ASA, and (iii) the Seller notifies the Buyer of the transfer within reasonable time after the transfer has taken place.
