

# General Purchasing Terms for Goods and Services

Revision 2023-11-01

## 1. Applicability and Acceptance

These General Purchasing Terms ("the terms") apply to goods, materials or equipment and associated documentation and services (The Goods and Services") provided to Noble Installation AS (Noble) acting as the buyer.

These terms are only modified by conditions explicitly stated in a Purchase Order issued by Noble Installation AS or in a written agreement signed by Noble Installation AS.

The Purchase Order becomes an enforceable agreement between Noble and the Supplier upon Supplier acknowledges acceptance of the Purchase Order in writing. In case the order confirmation is not received by Noble within 7 calendar days after the Purchase order was issued, the Purchase Order may stand terminated at Nobles convenience, and Supplier is not entitled to claim compensation for such termination.

## 2. Complete Agreement

The Purchase Order together with all documents attached and/or incorporated by reference, forms the entire agreement between the parties, and all prior negotiations, proposals, and/or writings in any way related to this Purchase Order are superseded by this Purchase Order.

The elements of the contract are in this order of priority as follows, in case of conflicts – the Purchase Order, the Specifications attached to it, these Terms and the generally recognized technical rules, regulations and standards at the place of performance.

## 3. Changes and cancellation

Noble may cancel or change the relevant Purchase Order free of charge before commencement of the production of each Product and up to two weeks ahead of the start of work for each Service. Noble may also terminate a contract at its convenience in whole or in part by written notice. Noble will only be liable to pay the Supplier the price of any delivered Goods and Services and the documented, unavoidable costs reasonable incurred by the Supplier for Goods and Services not delivered due to the termination.

Noble shall have the right to make written changes to the specifications and drawings for goods and/or related services covered by the Purchase Order. If Supplier believes that such changes affect the

price or delivery date for such goods and/or related services, Supplier shall notify Noble, with supporting documentation in writing within 10 calendar days after receipt of Nobles written notice of changes.

No changes shall be effective unless authorized in writing by Noble. If such changes result in delay or increase or decrease in expenses to the Supplier, Supplier shall notify Noble immediately and an equitable adjustment should be negotiated.

## 4. Prices, Invoices and Payments, Title, Intellectual Property

The price for each item covered in the Purchase Order shall be in Norwegian Kroner (NOK) unless otherwise specified. Prices stated in the order shall be fixed unless expressly agreed to the contrary and include:

- All applicable duties, fees and taxes
- Packaging and delivery at the place of delivery designated by Noble.

In case of deliveries charged on a reimbursable basis, payment will only be made according to this Purchase Orders payment terms after Nobles acceptance of correct documentation.

**Invoices.** After correct delivery and completion of the Goods and Services invoices may be issued to Noble Installation AS through Electronic Data Interchange (EDI). The invoices must include an adequate description of the Goods and Services and reference Buyers Purchase Order. Noble Installation AS will pay within 60 days after receiving a correct invoice.

**Transfer of Title** will occur at the earlier of payment by Noble or acceptance of Goods and Services by Noble.

**Intellectual Property.** The supplier grants Noble a worldwide, irrevocable, transferable, non-exclusive royalty free license to use the intellectual property rights and know how incorporated in the Goods and Services for the purpose of the contract and for the fulfillment of Noble contracts towards its customers.

## 5. Confidentiality

All specifications, drawings and information provided to the Supplier are confidential property of Noble. The Supplier may only use the information for the explicit purpose of performing the contract. The Supplier may not disclose the information to



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any third party and will protect the information against unauthorized access. The information must be returned to Noble at the request of Noble.

## 6. Performance, inspection, testing

Supplier shall search for defects, discrepancies and inconsistencies in the drawings, specifications, buyer information and other information or documents. Supplier shall without delay notify Noble if such problems have been discovered.

Supplier shall comply with all applicable laws, rules and regulations and shall defend, indemnify and hold Noble harmless from and against all claims, losses, damages, costs and expenses arising out of Supplier failure to comply with aforesaid laws, rules and regulations.

Supplier shall have and comply with a certified quality system defined in the ISO 9000 series of standards, or a system of equal standard approved by Noble as suitable for the performance of the contract.

Supplier shall carry out all tests and inspections detailed in the Purchase Order to confirm that the requirements of the Purchase Order are met. If any tests or inspections are failed, the Supplier shall at its own cost reinspect and retest.

The inspections of goods and services and associated documentation by Noble do not relieve the Supplier of its obligations. Noble may reject Goods and Services that have been delivered in breach of the Suppliers obligations.

## 7. Delivery

Delivery of the Goods and Services shall take place according to the agreed terms of Delivery and Delivery Date(s) contained in the Purchase order. The provisions of Incoterm 2020 shall apply, unless otherwise specified in the Purchase Order or agreed in writing.

Supplier shall give Noble 5 days advance notice in writing when relevant testing has been passed and the Goods and Services are ready for delivery.

Supplier shall make good, at Supplier own cost, any loss or damage, however caused, to the Goods before the risk therein has passed to Noble.

If the Supplier is responsible for transport of the Goods., Supplier shall provide written notice as soon as possible, prior to the planned date of

dispatch, so that Noble may prepare for receipt of the Goods.

**Packaging.** The goods must be suitably packaged and protected to ensure safe delivery. The packaging must identify the Goods and must be accompanied by a packing list describing the Goods, including Purchase Order number, gross and net weights and quantities. Noble may reject Goods that have not been properly packaged or were damaged.

**Environment.** It is recommended to use environmentally friendly packaging where both paper and plastic are preferably made from recycled material. When appropriate, a return arrangement for pallets is desired.

**Documents.** Shipping documents, quality documents, operating instructions, export/import certificates, licenses and other certificates and documentation required by Noble shall be included in the delivery. The Goods and Services are not considered delivered until the documentation is provided to Noble.

**Delays.** As soon as the Supplier believes, or has ground for believing, that delivery or any part thereof will be delayed past the Delivery Date(s), Supplier shall immediately notify Noble in writing of the delay. Supplier shall implement all necessary actions and bear all costs incurred to minimize the delay unless the delay is caused by Noble. If the Goods or Services are delayed or deviate from any of the Delivery Date(s), Noble may claim liquidated damages amounting to 0,5% of the total Purchase Order price per commenced calendar day. The liquidated damages shall not exceed 20% of the total Purchase Order Price. The payment of any damage or delay shall not release the Supplier from its obligation to otherwise fully perform its obligations under the Purchase Order.

**Suspension for breach.** Noble is entitled to fully or partially suspend the performance of the contract without compensation to the Supplier if the Supplier breaches the contract until the breach has been remedied.

## 8. Warranty and assured characteristics

The Supplier warrants that:

- a. the Goods and Services are in full conformity with the contract and contain no deviation from the conditions last approved by Noble (as the case may be via samples, inspection or documents)
- b. they are new, state of the art, of merchantable quality and fit for the purpose made known to

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the Supplier expressly or by implication by Noble.

- c. they are free from defects in material, construction, design, manufacture, workmanship and title, and
- d. the Goods and Services comply with all applicable statutory requirements and regulations at the time of delivery.

The duration of the warranty is 2 years. It commences upon Noble putting the Goods and Services to use or into operation, whenever occurs earlier. Warranty starts at the latest 1 year after transfer of risk. If applicable law provides for a longer duration of warranty, then that duration applies.

If any defect manifests itself, the Supplier must, at the option of Noble, repair or replace the Goods and Services immediately at its own cost. A new warranty period commences for the repaired or replaced Goods and Services.

The warranty obligations are additional to the rights of Noble and the obligations of the Supplier under applicable law, including the right for Noble to terminate the contract, to replace and to repair the Goods and Services at the cost and risk of the Supplier.

## 9. Liability and Insurance

The Supplier shall defend, indemnify and hold Noble harmless from and against any claim, howsoever arising concerning:

- a. personal injury or loss of life of any employee or personnel of the Supplier.
- b. loss or damage to the Goods or Services prior to passing of risk therein to Noble, and loss or damage to the Goods or Services occurring thereafter to the extent it is attributable to acts or omissions by the Supplier.
- c. any product liability claim related to the Goods or Services.
- d. any infringement or alleged infringement of any intellectual or industrial property rights of a third party anywhere that relates to the Goods and Services or the process of manufacturing and provision of the Goods and Services.

The Supplier must maintain business and product liability insurance that adequately covers the Suppliers liability.

## 10. Compliance, Corporate Social Responsibility, Anti-Corruption and Fair Competition

Each Party shall uphold the highest standards of business ethics and corporate code of conduct in the performance of the Purchase Order. Furthermore, each Party by entering into the Purchase Order confirms that it will support, respect and act in compliance with applicable laws and regulations of any governmental or regulatory body having jurisdiction over the work, including anti-bribery and corruption, anti-money laundering, human rights, labor rights, sustainability, environmental, climate and natural resource protection.

Supplier must promptly take all appropriate steps to resolve and correct any identified non-compliance with this contract. Upon request from Noble, the Supplier will provide detailed information on the level of compliance with the contract the obligations. The Supplier will enable Noble to satisfy itself of the compliance with the contract at reasonable intervals. The Supplier will upon 5 days notice by Noble give Noble access to its premises and documentation during working hours.

Any personal data included in the Contract and processed on behalf of Noble must comply with the General Data protection 2016/679 regulation and any other applicable data protection legislation. The Supplier must adopt appropriate technical and organizational security measures to meet data protection requirements.

A breach of compliance (Clause 9) is a fundamental breach and entitles Noble to terminate the contract by written notice with immediate effect.

## 11. Resolution of disputes

Disputes arising in connection with or as a result of the Purchase Order, and which are not resolved by mutual agreement, shall be settled by court proceedings. The Parties shall act and handle the dispute in an amicable manner. Any court proceeding shall be brought before Oslo District Court according to Norwegian Law.