

General delivery terms and conditions

1. IMPLEMENTATION OF THE ASSIGNMENT

1.1 Work procedure

The Assignment is carried out in accordance with a contract, offer or other written agreement. In the event of a conflict between SINTEF Norlab's (SINTEF Norlab or the Contractor) general terms of delivery and individually agreed terms, the latter take precedence. If there is a separate agreement between the parties regarding this, the Client is obliged to use SINTEF Norlab as preferred supplier.

1.2 Completion of assignments

If there is no agreement stating otherwise, assignments are carried out in accordance with current approved standards and norms in the industry.

1.3 Storage of received sample material

Unless otherwise agreed between the parties, the sample material is normally stored for 4 weeks from the date of report, if the material is suitable for storage. To ensure storage and possibly agree on a longer storage period, we ask the Client to contact us.

1.4 Transport

SINTEF Norlab is not liable for damage to any product / delivery / sample that occurs during transport.

1.5 Return of received sample material

If return of shipment is agreed upon, or if distinct destruction of the sample material is required, the Client shall bear the cost of this.

1.6 Changes and cancellations

The Client has the right to demand qualitative and quantitative changes on The Assignment or changes in progress plans. Changes that affect the implementation of the Assignment must be clarified with the Contractor. All changes must be agreed in writing in advance before effectuation. Written prior notice may be given via SMS and email. The Client has the right to cancel

assignments. In case of cancellation the client is obliged to pay the Contractor for work already rendered and expenses SINTEF Norlab has had related to the assignment.

2. REMUNERATION AND PAYMENT

Assignments must be paid according to the contract. If payment is not agreed on separately, prices and work apply in accordance with the current price list at any given time for SINTEF Norlab. SINTEF Norlab reserves the right to adjust the existing price list annually. Stated prices are excluded VAT.

For corporate clients: Unless otherwise agreed in writing time of payment is 15 days from the date of the invoice.

For private customers: Payment shall happen in advance or immediately upon delivery.

After the payment's maturity, interest is charged in accordance with the applicable interest on overdue payment, cf. the Act relating to Interest on Overdue Payments, etc. 1976.12.17 no. 100.

The Client will also be due an administration fee and environmental fee according to the applicable rates at all times unless otherwise specifically agreed.

3. SUBCONTRACTORS

Information on the use of subcontractors will be provided in the offer / order confirmation to the Client. If unforeseen events e.g. fault in own equipment occurs the Client will be informed in writing on the use of a specified subcontractor.

4. INSURANCE

SINTEF Norlab is only accountable for taking out the necessary insurance arising out of performance of its own part of the mission.

General delivery terms and conditions

5. INTELLECTUAL PROPERTY RIGHTS

All test and analytical results that arises from and are a result of the execution of the Assignment, belongs to the Client regardless of whether these have been completed by the Contractor or his subcontractors. The Contractor owns all the knowledge and technical insight acquired through the execution of the Assignment (know-how).

Other intellectual property rights, including subject matter of copyright, design, patentable technical concepts, trade secrets and other things the Contractor himself develop in the execution of the Assignment is the Contractor's property.

6. CONFIDENTIALITY

All information SINTEF Norlab receives from the Client in connection with The Assignment, or information which the Client states as confidential, shall be processed by SINTEF Norlab as confidential information unless otherwise is agreed, such information is publicly known or accessible, or that SINTEF Norlab received the information from third parties without violation of any non-disclosure obligation. The Client has a reciprocal obligation.

7. PUBLICATION

SINTEF Norlab will not send out press releases or otherwise announce anything in relation to the Assignment without written prior authorisation from the Client.

8. BREACH OF OBLIGATIONS

8.1 General

If a party understand that they will not be able to fulfil their obligations in accordance with the Contract, both parties commit to notify the other part.

8.2 Delay

The Contractor shall issue a written notification to the Client if there is a risk of delay compared to the agreed progress plan. Such notice shall state the

reason for the delay and estimate the exceeding of any agreed targets for the Assignment.

The Contractor is only liable for financial loss as a result of delays which can be attributed to gross negligence on the part of the Contractor, or someone for whom he is responsible. The Contractor's liability for financial damages due to a delay is in all cases limited to the Client's direct financial damages as a result of the delay. The Contractor is not liable for consequential damages, e.g. indirect damages or damages due to consequential loss. The Contractor's total liability for damages under the contract is limited to NOK 5,000,000.

8.3 Complaints

Complaints about the execution of the assignment must be addressed in writing to SINTEF Norlab within a reasonable time after the defect was or should have been discovered, and at the latest within 30 days after the relevant result or the Assignment are received.

8.4 Defects

Defects subsist in the Assignment if the work does not meet the requirements of what is considered a good delivery according to industry standards, and the defect can be attributed to conditions SINTEF Norlab is responsible for.

8.5 Remedy for defective performance

If there are defects in the work, SINTEF Norlab shall be given the opportunity to repair or improve the defect. However, SINTEF Norlab is not obliged to repair the defect if it is impractical or entails a disproportionate cost. If a defect is not possible to repair without a disproportionate cost or work, the parties can agree on reduction of prices. The Contractor is only responsible for financial damages as a result of defects which can be attributed to gross negligence on the part of the Contractor, or someone for whom he is responsible. The Contractor's responsibility for damages due to defects are in all cases limited to the Client's direct financial damages due to the

General delivery terms and conditions

defect. The Contractor is not liable for consequential damages, such as indirect damages or damages due to consequential loss. The Contractor's total liability for damages under the Contract is limited to NOK 5,000,000.

8.6 Termination

The parties have the right to terminate the agreement in the event of material breach by the other party.

8.7 Client's default

If the Client breaches the agreement, SINTEF Norlab has the right to halt the work until the default is rectified. SINTEF Norlab can claim compensation for financial damages due to the Client's deficient or faulty participation in the Agreement.

9. RESPONSIBILITY

9.1 Indemnification

Both parties shall indemnify each other against any loss or damage applied to own and any subcontractors' property and personnel during execution of or in relation with the Assignment. This applies regardless of any form of liability, gross negligence or intent on the part of the other party.

10. FORCE MAJEURE

Neither party has breached its obligations under this contract if the performance of the duties has been postponed or prevented due to force majeure. If the impediment to performances continues for more than 90 days, both parties shall be entitled to withdraw from the Contract.

11. GOVERNING LAW / JURISDICTION

The parties shall, within a reasonable time, seek to resolve any disputes or conflicts that may arise in relation with or as a result of this contract, through negotiating of a settlement. If this is not possible, any disputes shall have Rana tingrett as agreed legal domicile.