

General Terms and Conditions for the Purchase of Goods - Flytoget AS

1 INTRODUCTION

- 1.1 These general terms and conditions govern Flytoget's purchase of goods, unless otherwise agreed in writing between the parties, or unless otherwise prescribed by the contract outlining the parties' agreement regarding the purchase of the goods in question.
- 1.2 The subject of the contract is defined in the contract document and hereinafter referred to as the Goods, irrespective of volumes and quantities. The party who has contracted to deliver the Goods to Flytoget will be referred to as Supplier, Flytoget and the Supplier will jointly be referred to as the Parties.
- 1.3 Unless otherwise agreed in the contract documents, Flytoget has the right to change, including the right to cancel, the whole or parts of the delivery up to 14 days prior to the agreed delivery date. The Supplier has no right to compensation for cancellation of ordinary goods. For Goods that have been specifically made to Flytoget's specifications and where expressly agreed in the contract document, the Supplier may demand compensation for documented costs incurred until the time of cancellation, limited to 50% of the contract's value.

2 THE SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier shall deliver the Goods to the agreed delivery location and at the agreed delivery time. If assembly, installation, and/or preparation for use have been agreed upon, delivery is not considered to have occurred until the Goods have been assembled, installed, and prepared for use in accordance with the contract.
- 2.2 The Goods shall meet the requirements for type, quantity, quality, other characteristics, and packaging as specified in the contract, and shall be free from encumbrances and liens. Unless otherwise agreed, the Goods shall be new and manufactured from new materials that are free from defects and otherwise function as intended. Furthermore, the Goods shall be suitable for the intended purpose and comply with applicable laws and regulations in the country of production and destination.
- 2.3 The Supplier shall deliver documentation that is sufficiently thorough for Flytoget to arrange for any assembly, as well as commissioning, operation, and maintenance. Such documentation must be delivered together with the Goods, if not delivered earlier. The documentation must be in Norwegian, unless otherwise agreed.
- 2.4 The waybill, packing slip, and accompanying note shall be included with the shipment upon delivery. The waybill shall include the following:
 - The Supplier's name and address
 - The Supplier's description of Goods, item number and quantity
 - Flytoget's order reference
 - Delivery address
 - Flytoget's article number (if specified)
 - Number of packages
 - Dispatch date
- 2.5 The documents must in Norwegian unless otherwise agreed.

3 FLYTOGET'S INSPECTION OF THE GOODS

- 3.1 Flytoget shall inspect the Goods according to good practice within reasonable time after delivery, including controlling the number of packages. Flytoget's inspection does not exclude Flytoget from later claiming the Goods to be defective.
- 3.2 The warranty period described in the contract document begins at the earliest when Flytoget has inspected the Goods.

4 PRICE AND PAYMENT

- 4.1 The price of the Goods must be specified in the contract document or Flytoget's purchase order. All prices must be given in NOK exclusive of VAT, but including other charges, as well as packaging, administration, and insurance until delivery has taken place. Cost of delivery is included unless otherwise agreed. If relevant, prices for assembly, installation, and/or preparation for use shall be specified.
- 4.2 Unless otherwise agreed, the Supplier may issue the invoice when the Goods have been delivered.
- 4.3 The Supplier's invoice shall be itemized and documented to enable verification by Flytoget. All invoices must contain a reference number and the name of a reference person, and must be addressed in pdf to:
 - 1) E-invoice: 9908:965694404
 - 2) PDF invoice: invoice@flytoget.no
- 4.4 Invoices that are incorrect or which lacks references may be rejected by Flytoget. In such case, the Supplier shall credit the amount to Flytoget's account and issue a new and correct invoice. Payment is due from the date of the correct invoice.
- 4.5 Unless agreed otherwise, payment is due within 30 days of the invoice date.
- 4.6 Payment of an invoice does not constitute an approval of the Goods, nor the invoice documents or the specification.
- 4.7 In case of late payment, the Supplier is entitled to claim interest under the Norwegian Act of 17 December 1976 no. 100 relating to Interest on Overdue Payments.
- 4.8 The Supplier shall submit its final invoice within 60 days of the expiry or termination of the contract, and/or final delivery of the Goods.

5 DELAYS

- 5.1 There is a delay if the Goods are not delivered at the agreed time. Likewise, there is a delay if documentation is not provided in accordance with Clause 2.4. Should the Supplier become aware of circumstances that might result in delay, the Supplier shall notify Flytoget about these circumstances, and provide a plan to mitigate such delays within reasonable time. Flytoget may waive the requirement to provide such plan.
- 5.2 If the delivery is delayed, liquidated damages will automatically accrue, measured from the date on which delivery should have taken place according to the contract. Unless otherwise agreed in writing, liquidated damages will accrue at the rate of one per cent of the price payable for the Goods per calendar day of delay, exclusive of value added tax, until correct delivery has been made. Liquidated

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damages for delay shall not exceed 15 per cent of the price of the Goods.

5.3 Flytoget is entitled to terminate the contract with immediate effect if a delay should constitute material breach of contract. If maximum liquidated damages have accrued, the delay will constitute material breach of contract. Flytoget will also be entitled to terminate the contract if it becomes clear that a significant delay constituting material breach will occur.

5.4 If Flytoget terminates the contract, Flytoget may claim damages for the loss incurred due to the Supplier's delay, provided that such loss exceeds the maximum liquidated damages Flytoget can claim under Clause 5.3.

5.5 Clauses 5.1–5.4 do not apply for delays caused by Force Majeure events.

6 DEFECTS

6.1 The Goods shall be considered defective if they fail to meet the requirements set out in Clause 2 above.

6.2 The Supplier shall free of charge rectify the defective Goods without undue delay. Rectification can be carried out through correction, replacement, or additional delivery.

6.3 Rectification shall be carried out at the location of the Goods. Should it not be possible to carry out rectification where the Goods are located, the Supplier shall arrange for transport and shipment in connection with the rectification at the Supplier's expense and risk.

6.4 Rectification within the deadline set out in Clause 6.2 shall take place at a time that, as far as possible, does not disrupt Flytoget's business. The Supplier must bear the costs of such rectification. If rectification of the defect involves intervention in something other than the Goods, the Supplier is responsible for the work and the associated costs.

6.5 If the Supplier does not fulfil its obligations under Clause 6.2 within a reasonable time, Flytoget, after written notice to the Supplier, shall be entitled to:

- a) demand a reasonable price reduction.
- b) at the Supplier's expense and risk, carry out or have a third party carry out necessary measures to remedy the defect.

6.6 Flytoget is entitled to claim damages for any loss incurred due to the defective Goods, unless the Supplier can prove that the loss was not caused by the defect in question.

6.7 Flytoget may terminate the contract for cause, if the defects constitute a material breach of contract.

7 DAMAGES AND LIMITATION OF LIABILITY

7.1 Flytoget is entitled to claim damages for any loss suffered due to the Supplier's breach of contract. Flytoget's right to damages remains in force and effect regardless of whether Flytoget has also exercised their right to terminate the Contract for cause.

7.2 The Parties' liability for damages shall not include liability for indirect loss as defined in the second and third paragraph of Section 67 of the Sale of Goods Act. This limitation does not apply if the liable Party has acted grossly negligent or with intent.

7.3 The Parties' liability for damages in Clauses 7.1 and 7.2 shall not exceed an amount equal to the compensation payable under the contract. This limitation of liability shall not apply if the liable Party has acted grossly negligent or with intent.

8 ENVIRONMENTAL REQUIREMENTS

8.1 The Goods shall hold all approvals, certifications and registrations required by law. For chemicals and hazardous substances, the Supplier shall ensure that Flytoget at all times have access to an updated safety data sheet / HSE product data sheet in Norwegian, in accordance with the laws and orders from public authorities.

9 SOCIAL REQUIREMENTS

9.1 The Supplier shall ensure compliance with the obligations set out in Flytoget's "Ethical Expectations of Partners" by the Supplier and all subcontractors for the duration of the contract.

10 PROCESSING OF PERSONAL DATA

10.1 As a main rule, the Parties are independent data controllers for their respective processing of personal data in connection with the fulfilment of the contract.

10.2 If a data processing relationship arises between the Parties, a separate data processing agreement shall be entered into. The data processing agreement shall be attached to the contract documents as a separate appendix.

11 INSURANCE

11.1 The Supplier shall at its own expense take out and maintain such insurances which are appropriate for the Supplier's activities and the nature of the service provided, including liability insurance.

11.2 The Supplier shall submit the certificate of insurance to Flytoget no later than at the date of signing of the contract.

12 CONFIDENTIALITY

12.1 The Parties are obliged to keep confidential any personal matters and trade secrets to which they may gain access in connection with the contract. This non-disclosure obligation shall survive the contract period without expiry for as long as the relevant information remains confidential. Flytoget may require the Supplier's personnel to sign a special non-disclosure agreement.

12.2 The Supplier is not at liberty to quote Flytoget or the contract as reference to a third party without Flytoget's permission. Should Flytoget provide such permission, this will not waive the non-disclosure obligation under Clause 12.1.

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13 ASSIGNMENT

- 13.1 Flytoget is free to assign its rights and obligations under the contract.
- 13.2 The Supplier is not entitled to assign its rights and obligations under the contract without Flytoget's written permission. Such permission cannot be unreasonable withheld if the Supplier is assigning rights and duties to a subsidiary or another company within the group of companies as part of an internal reorganization. Furthermore, Flytoget cannot withhold its permission to an assignment necessitated by the Supplier's participation in a merger or demerger.
- 13.3 The Supplier may freely transfer the right to the compensation payable under the contract (factoring). However, such transfer will not exempt the Supplier of its obligations under the contract.

14 GOVERNING LAW AND VENUE

- 14.1 The contract shall be construed in accordance with Norwegian law.
- 14.2 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, each Party undertakes to reach a negotiated resolution to the same. Should such negotiations fail to resolve the matter, each Party may bring the matter before the ordinary courts of law.
- 14.3 Any dispute, controversy or claim arising out of or in connection with the contract, or the breach, termination or invalidity thereof, shall be brought before Flytoget's court of domicile.

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