

## BRUNVOLL COMPONENTS. SALES TERMS

REV 1.2025

### 1. DEFINITIONS

In these terms the following words shall have the meaning as set out below:

**“Customer”** shall mean any person or entity who purchases Goods or services from the Seller.

**“Goods”** shall mean the commodities sold by the Seller to the Customer as agreed and confirmed in the order confirmation.

**“Manufacturer”** shall mean the manufacturer of the Goods.

**“Seller”** shall mean Brunvoll Mar-El AS, Components.

### 2. SELLER AS RETAILER

The Seller is not a manufacturer of products and components and therefore sells the products as a retailer.

### 3. BINDING AGREEMENT

The Agreement between the Seller and the Customer is formed when the Buyer places an order, and the Seller confirms the order by an order confirmation

### 4. SCOPE OF THE AGREEMENT

The Seller agrees to sell and deliver to the Customer the product(s) described in Order confirmation, subject to the terms and conditions set forth in this Agreement.

### 5. PAYMENT AND PAYMENT TERMS

The payment terms are net per 30 days unless otherwise specified in the order confirmation. If the Customer fails to pay at due date the Seller reserves the right to charge late payment interest at the prevailing interest rates.

### 6. DELIVERY

Unless otherwise agreed, the Goods will be delivered CIP (INCOTERMS 2020), Manufacturers site or Dalen, Telemark (as the case may be). If agreed between the parties the

Seller may ship the products to the Customers destination, at the Customers risk and cost. Shipping and insurance will apply.

### 7. RETENTION OF TITLE

The Goods shall remain the property of the Seller until paid for to the extent that such retention of title is legally valid.

### 8. DELIVERY. DELAYS IN DELIVERY

The Goods and services shall be delivered to the Customer as agreed and confirmed in the Sellers order confirmation.

If the Seller is delayed in delivery of the Goods for reasons for which the Seller is solely responsible, the Customer may, as its sole remedy, claim liquidated damages at a rate of 0.1% of the value of the delayed part per complete week of delay. Save aforesaid the Seller shall not be liable for delays.

### 9. LIMITATION OF LIABILITY

The limitations set out in Orgalime S2012 shall apply for any delivery under a purchase order.

### 10. PRODUCT WARRANTIES

10.1 The Seller warrants the Goods for a period of 12 months from delivery from confirmed site, against defects in material, design and workmanship.

10.2 For defects, Orgalime S 2012 shall apply. For avoidance of doubt, and to the extent applicable, the Customer shall bear all costs related to docking, rigging, diving, towing, cost of any replacement vessel, or any other similar costs, necessary for making the Goods available for repair.

10.3 Unless otherwise agreed, the Customer shall bear any additional costs which the Seller incurs for repair, dismantling, installation and transport as a result of the Goods being located in a place other than the place of delivery.

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### 11. INTELLECTUAL PROPERTY RIGHTS (IPR)

11.1 All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and any other proprietary rights, arising from the creation, development, or performance of this Agreement shall rest with the Manufacturer and/or the Seller as the case may be, and nothing in this agreement shall be interpreted as transferring IPR to the Customer.

11.2 The Seller grants the Customer a non-exclusive, royalty-free, revocable/non-revocable license to use the intellectual property solely for the purposes outlined in this Agreement.

11.3 Each party agrees to maintain the confidentiality of the other party's intellectual property and not to use, reproduce, or disclose it without prior written consent.

11.4 This clause shall survive the termination or expiration of this Agreement.

### 12. RETURN OF GOODS

Returns, if accepted by the Seller at its sole discretion and upon such terms as it may prescribe, will be credited in full, less a minimum of 10% as a handling charge, provided that such goods are unpacked and in a marketable condition and that the Customer shall be liable for all costs of delivery to the Seller's designated premises. Unpacked and used products cannot not be returned to the Seller.

### 13. EXPORT CONTROL COMPLIANCE

The Customer shall comply with all applicable export control laws and regulations, including those of the United States, the European Union, Norway and any other relevant jurisdiction. The Customer may not export, re-export, transfer, or disclose any goods, software, technology, or technical data received under this agreement to any person or entity without obtaining the necessary licenses or authorizations as required by applicable laws.

### 14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this agreement if such failure or delay is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, war, terrorism, government actions, labor strikes, epidemics or pandemics and any event of winding up or bankruptcy of Supplier's sub-contractors. The affected party shall promptly notify the other party in writing of the occurrence of such an event and make reasonable efforts to mitigate its effects.

### 15. TERMINATION

Each party may terminate the Agreement if the other party is in material breach of any of the provisions in this Agreement.

### 16. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Norway. Any disputes arising from or related to this Agreement shall be resolved through arbitration in accordance with the Norwegian Arbitration Act 2004) as amended from time to time.

### 17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Seller and the Customer regarding the subject matter herein and supersedes all prior agreements, understandings, or representations. Any other terms are hereby rejected.

Orgalime S2012 shall form an integral part of these Sales terms, and is enclosed hereto as Appendix 1

### 18. AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both parties.

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### **19. ACCEPTANCE**

By ordering products from the Seller, the Customer agree to the terms and conditions set forth in this Agreement.

### **20. DOCUMENTATION AND CERTIFICATES**

The Seller will provide the documents and certificates that accompany the product from the Manufacturer. If additional documents are required, the Customer shall inform the Seller before completing the order. Upon receipt of the goods, the Customer shall promptly inspect the package and notify the Seller of any missing documentation, if applicable.