

NetNordic standard purchasing terms

(Valid from May 3, 2018)

1. GENERAL

[1.1] These terms and conditions apply unless otherwise agreed in writing.

[1.2] "Supplier" is the business that provides goods or services to "Buyer."

[1.3] "Buyer" is NetNordic Communication AS, hereinafter referred to as NetNordic only.

[1.4] Current purchase terms supersedes any previous purchase terms from NetNordic.

2. COOPERATION

[2.1] This chapter is valid where the agreement includes any ongoing service delivery.

[2.2] The basis of the agreement between the parties is a mutual intention to maintain and develop a collaborative culture to the benefit of both parties' business position.

[2.3] Both parties have the right to call the other party to a meeting to discuss and resolve issues related to the implementation and compliance of the agreement. Such meetings should be notified in writing at least five working days prior to the meeting taking place and should be limited to four meetings per calendar year. Notification and invitation shall be made to the contact person defined in the agreement. The parties will cover their own costs related to such meetings, unless otherwise is agreed in writing

3. GENERAL REQUIREMENTS TO THE SUPPLIER

[3.1] The Supplier must have a satisfactory quality assurance and HSE system that is adapted to the nature of the purchase. Relevant system requirements based on ISO 9001, OHSAS 18001 and ISO 14001 or equivalent must be observed and adhered to.

[3.2] The Supplier must ensure that all materials used in production or processes meet the health, safety and environmental regulations that apply in the manufacturing and sales countries.

[3.3] The Supplier and its subcontractors shall ensure that the human rights of the United Nations and the ILO guidelines are respected.

[3.4] NetNordic shall be entitled to perform quality audits at the Supplier and its relevant subcontractors.

[3.5] NetNordic is always entitled to conduct investigations and checks at the Supplier and/or at Supplier vendors and subcontractors, to ensure that the delivery is performed in accordance with agreed requirements. The Supplier shall assist NetNordic in performing such controls and shall provide sample protocols, material certificates, calculations and any other documentation required by NetNordic.

[3.6] The Supplier is promptly and at its sole discretion to rectify any errors or omissions revealed through NetNordic's investigations, controls and audits.

[3.7] Neither undertaken or omitted surveys, controls or revisions from NetNordic shall exempt the Supplier from the responsibility for the delivery to comply with the agreed requirements.

4. OFFERS

[4.1] Any quotations and offers for NetNordic will be made and offered without any costs for NetNordic.

[4.2] Any deviations from NetNordic's request or requirements must be clearly specified in writing.

[4.3] NetNordic has the right to accept any offer or reject all without obligation to state reasons.

5. ORDERING AND ORDER CONFIRMATION

[5.1] Only written orders from NetNordic with PO number are binding for NetNordic.

[5.2] NetNordic order confirmation labelled with NetNordic PO number must be signed and returned to NetNordic no later than 5 working days after receipt.

6. DOCUMENTATION

[6.1] All documentation such as solution design, certificates, drawings, instructions, etc. specified in the order, is considered part of the delivery. The same applies to documentation that is not specified in the order but is mandatory in accordance with applicable regulations or which is necessary to make use of the delivery.

[6.2] The Supplier shall provide assembly and detail drawings of the individual parts of the delivery and any other documentation required for assembly, operation and maintenance, as well as spare parts lists with the manufacturer's identification. In addition, the Supplier will provide complete documentation in electronic version in open file formats approved by NetNordic.

7. ASSEMBLY

[7.1] If assembly is included as part of Supplier's delivery, the Supplier shall, in due time before the actual assembly, submit a plan which also clearly shows the work items that NetNordic will be responsible for in accordance with the agreement.

[7.2] The assembly work shall be carried out within the framework of the rules and regulations for safety, working conditions and the likes that apply to the specific assembly site.

8. CHANGE

[8.1] NetNordic has the right to require changes in the delivery and the Supplier is obliged to implement these, provided that the changes are within what the parties could reasonably expect when the agreement was concluded. Such changes may include, but are not limited to, changes in the scope or quality of the delivery, changes to the technical specifications, as well as changes to the delivery date.

[8.2] If the Supplier wishes to claim that the notified changes lead to a change in price or delivery time, he shall notify NetNordic in writing before the change is implemented. If the

Supplier fails to do so, the right to subsequently invoke the change as a basis for price increase or postponement of delivery time will be lost.

[8.3] Remuneration for changes shall be in accordance with the agreement's original price and profit level. If changes result in savings for the Supplier, an accreditation to NetNordic will automatically be done.

[8.4] If the parties disagree with the price effect of a change, the Supplier shall nevertheless implement the change without awaiting the final settlement of the dispute if NetNordic requires this.

9. CANCELLATION

[9.1] NetNordic may, upon written notice to the Supplier, cancel the delivery in total or in part.

[9.2] After such cancellation, NetNordic shall pay the Supplier for the work already completed and cover the documented and necessary expenses incurred as a direct consequence of the cancellation. In addition to this, the Supplier is not entitled to any compensation due to such cancellation.

10. DELAY

[10.1] The Supplier shall immediately notify NetNordic in writing if there is reason to believe that the agreed delivery time cannot be met. The notification shall indicate the reason for the delay and the expected delivery time. Failure to provide the Buyer with such notice shall, without prejudice to the provisions of item [10.3], be liable for losses suffered by NetNordic, which could have been avoided if the Supplier had provided NetNordic notice in due time.

[10.2] If delivery has not taken place at the agreed time, or it is clear that such delay will occur, NetNordic has the right to maintain or fully or partially cancel the order. For deliveries that the Supplier will make especially for NetNordic according to his specifications or wishes and that the Supplier may not otherwise be disposed of or resell without material loss, NetNordic may only waive if the delay results in material breach of contract. Once the maximum penalty is reached, NetNordic can always cancel whatever the nature of the purchase.

[10.3] In case of delay which is not due to force majeure or circumstances that NetNordic is responsible for, the Supplier shall pay a penalty for each calendar day the delay lasts. The day rate for such a penalty shall amount to 0,2 % of the total order amount. However, the overall penalty shall not exceed 10 % of the total amount. The total order amount is the sum of the amount in the main order and any additional orders under the same order number.

[10.4] In case of delay in the event of failure or negligence of the Supplier or any person to whom he responds, NetNordic may, in place of the penalty clause, claim compensation under applicable right for the full financial loss suffered as a consequence of the delay without regard to the limitation referred to in clause [10.3].

[10.5] The Supplier is obliged to strive to reduce the delay and damage of this as much as possible.

11. DELIVERY AND DELIVERY TIME

[11.1] The delivery shall be properly packaged and marked and delivered to the stipulated delivery time at the agreed place of delivery.

[11.2] Delivery shall be made to DDP the agreed place of delivery (INCOTERMS 2010), unless otherwise agreed in writing or followed by item [11.3].

[11.3] If it is agreed that the Supplier shall perform assembly or commissioning or that the delivery will be subjected to functional testing in connection with the delivery, delivery shall be deemed to have taken place only after the assembly, commissioning or testing has been completed and NetNordic has confirmed in writing that the delivery is accepted.

[11.4] Vendor bears the risk of loss or damage to the delivery, as well as all and any costs related to such loss or damage, until delivery has taken place

12. PAYMENT

[12.1] NetNordic shall pay the Supplier the price stated in the agreement. The price is fixed, and exclusive value added tax. The agreed price applies for complete delivery and includes anything that is not specifically excluded from the order.

[12.2] Unless otherwise agreed, payment shall be made 60 days after receipt of approved product, service or installation and correct invoice.

[12.3] All invoices must state the Order Number and any other references that NetNordic requires and shall clearly state what the individual amount applies to. Invoice Fees and the likes of such fees are not accepted. NetNordic has the right to return an invoice that does not meet these conditions.

[12.4] If it is agreed that the Supplier shall provide a bank guarantee, NetNordic is not obliged to make payments before receiving such a guarantee. The same applies if it is agreed that the Supplier shall provide a copy of insurance certificates or the likes of this.

[12.5] NetNordic may make deductions from the Received Invoice for Prepayments, Contested or Inadequately Documented Claims or outstanding claims from NetNordic or other NetNordic Group companies.

[12.6] Invoices from the Supplier to NetNordic must be made in accordance with the EHF standard.

13. WARRANTY AND DISCLAIMER

[13.1] The Supplier warrants that the delivery meets the agreed requirements, including the agreed performance and consumption figures, and that it has no defects or deficiencies of any kind. Furthermore, he guarantees that all work performed by the Supplier, including any assembly work, is performed professionally and suitable for the purpose intended to serve.

[13.2] The Supplier is responsible for all defects that occur during the warranty period. The warranty period expires 24 months after delivery. The warranty period is extended by the time the delivery cannot be applied due to defects. For replaced or

repaired parts, a corresponding new warranty period will be granted from the replacement or the repair is complete.

[13.3] If any deficiencies or shortfalls occurs within the expiry of the warranty period, or later if NetNordic has reasonable grounds for requiring such postponement, the Supplier shall immediately correct the defects at the Suppliers own expense.

[13.4] If the Supplier fails to make what is necessary in order to deliver the Contract in a timely manner, NetNordic is entitled to repair or damage the Supplier's account and risk. The same is true if NetNordic will significantly disadvantage Vendor's remedy. In such cases, the Supplier shall be advised before any remedial action is taken.

[13.5] If the Supplier fails to rectify the defect within a reasonable time or does not fully rectify the defect, NetNordic may request a relative price reduction.

[13.6] NetNordic may terminate the purchase agreement if the defect results in material breach of contract.

[13.7] NetNordic may also claim compensation under current right of loss suffered as a result of deficiencies. If the delivery has deficiencies in such a way that it cannot be used for NetNordic's intended purpose, NetNordic may choose to apply a penalty as described in item [10.3] instead of compensation.

14. FORCE MAJEURE

[14.1] If the execution of the agreement is wholly or partly prevented or substantially hindered by circumstances which under Norwegian law will be judged as Force Majeure for the parties or parties 'subcontractor, the parties' duties shall be suspended as long

[14.2] The party who will invoke force majeure shall as soon as possible inform the other party of the force majeure situation, its reason and expected duration.

15. PROPERTY

[15.1] NetNordic becomes the owner of the delivery upon delivery.

[15.2] However, if prepayment takes place, ownership of the delivery will be transferred to NetNordic as payment takes place, even if the delivery or part of it is with the Supplier or his Suppliers. The Supplier still carries the risk of delivery to delivery.

[15.3] Vendor shall note the delivery and other belongings of NetNordic as NetNordics property, keep this separate from the Supplier and third party's property and ensure that no part of this is covered by collateral for the benefit of the Supplier or third party.

16. THIRD PARTIES IMMATERIAL RIGHTS

[16.1] The Supplier shall indemnify NetNordic for any claim caused by the delivery or use of the Delivery or any part thereof causing any infringement of third party patent or other intellectual property rights, except when this is a necessary consequence of NetNordic's instructions or specifications and the Supplier did not know or should know that such infringement existed.

17. CONFIDENTIALITY

[17.1] All information regarding NetNordic's business, products and the like that the Supplier accesses through cooperation with NetNordic shall be treated as NetNordic's property.

[17.2] Such information shall be kept confidential and not used for any purpose other than fulfilment of the purchase agreement.

[17.3] The Supplier is liable for any loss suffered by NetNordic as a result of breach of these duties.

[17.4] The parties shall not disclose or allow unauthorized access to information about the other party's systems, technical facilities, personnel relationships, business analyses and calculations, as well as other business secrets that are not publicly known, as the party becomes acquainted with in connection with the entering into and implementation of the agreement. of the agreement.

[17.5] This duty of confidentiality applies to both own employees, others acting on behalf of the parties, and employees of partners.

[17.6] Confidentiality also applies after the termination of the agreement.

[17.7] The Supplier has no right to inform others of the agreement, deliveries or benefits provided by the Supplier to NetNordic - neither planned, ongoing nor completed.

[17.8] The Supplier's use of NetNordic as a reference in its sales and marketing activities must be agreed separately.

18. DISPUTES

[18.1] These General Terms and Conditions and any agreement entered into on the basis of these Terms and Conditions have been submitted and interpreted in accordance with Norwegian law. Oslo District Court stands as a court of defence.