



Steni Standard Purchase Agreement Terms & Conditions

Buyer: Steni AS

Seller: ABC

1) APPLICABLE CONTRACT PROVISIONS.

a. "Buyer" means the entity issuing the Order, and any affiliates, subsidiaries, successors or assigns thereof. "Seller" means the person, firm or company to whom the Order is addressed. "Goods and/or services" means all the products and/or services to be supplied by Seller under the Order. "Order" means the purchase order issued by Buyer for the supply of Goods and/or services, which may be a written or electronic document and may also include particular shipping instructions and/or other specifications required by Buyer for the Goods and/or services. "Spesification(s)" means any spesifications supplied by Buyer or agreed by the parties.

b. This purchase agreement, together with the Order and any Spesifications, constitute an offer by Buyer to purchase the Goods and/or services from Seller pursuant to the terms and conditions described herein. The offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and the offer shall be deemed to be a rejection and counteroffer with respect to any previous offer or proposal from Seller. Acceptance of any shipment of the Goods and/or services shall not be construed as an acceptance of any such previous offer or proposal or an acceptance of any different or additional terms proposed by Seller.

c. The offer shall become an "Agreement" upon acceptance by Seller. The "Agreement" consists of this purchase agreement, the Order and any Spesifications. Seller shall be deemed to have accepted the offer by commencement of performance called for in the Order, by delivery of the Goods and/or services to Buyer, by written acceptance or confirmation of this Agreement, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from those stated herein. Buyer hereby expressly objects to and rejects any such additional or different provisions, and none of such provisions shall be deemed to be a part of this Agreement unless specifically agreed to in writing by Buyer.

d. This purchase agreement shall also apply for Orders entered into after this purchase agreement was signed (i.e. the purchase agreement applies for all Orders between the Buyer and Seller even if the purchase agreement is not signed each time).

2) PURCHASE OF GOODS AND/OR SERVICES.

a. Seller agrees to sell, transfer and deliver the Goods and/or services to Buyer for the purchase price set forth in the Order (the "Purchase Price"), subject to all of the terms and conditions of the Agreement.

b. Buyer agrees to purchase the Goods and/or services, subject to all of the terms and conditions of the Agreement, and to pay Seller the Purchase Price. Typographical and other clerical errors in the Order are subject to correction. Buyer reserves the right at any time to modify the Order upon notice to Seller. Upon such notice, Buyer and Seller shall negotiate an equitable adjustment in price and/or time of performance. Buyer shall have the right to suspend all or part of the work under the Order or cancel any future delivery of any Goods and/or services upon notice to Seller.

c. Seller agrees to obtain from Buyer a "purchase order number" for any and all Orders of Goods and/or services. Seller further agrees it will clearly reference the purchase order number on the applicable invoice(s). Seller acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid by Buyer and may result in delayed payment.



3) PURCHASE PRICE AND TERMS OF PAYMENT.

- a. Goods and/or services shipped against this Agreement shall be invoiced at the Purchase Price set forth in the Order. Unless otherwise specified on the Order, payment of the Purchase Price shall be due **60** (sixty-days) after the later of Buyer's receipt of Seller's correct invoice for such shipment or the date on which the Goods and/or services are received by Buyer. Seller agrees that it will take no adverse action against Buyer for any invoices not paid resulting from Seller's failure to obtain or clearly reference purchase order numbers on the applicable invoices or accurately invoice Buyer.
- b. Seller shall be responsible for all shipping, taxes, customs and insurance costs until delivery to Buyer as set out in item 4 below, including without limitation, packing, crating, cartage and freight costs.
- c. Buyer may set off any amount owing at any time from Seller to Buyer or any of its affiliates against any amount payable at any time by Buyer.
- d. Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller.

4) SHIPMENT, DELIVERY AND ACCEPTANCE.

- a. Unless otherwise set out in the Order, Seller shall deliver the Goods and/or services **DDP** (delivery duty paid Incoterms 2020) to the place designated for shipment by Buyer in the Order or Buyer's premises in 3277 Steinsholt, Norway if the place of shipment is left blank in the Order. Seller shall follow any shipping instructions provided by Buyer and shall properly and carefully pack the Goods and/or services for shipment. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller. Notwithstanding anything in the foregoing to the contrary, title to and risk of loss of the Goods and/or services shall pass to Buyer only upon receipt of the same by Buyer, and any rightful rejection or revocation of any Goods and/or services by Buyer shall immediately shift the risk of loss of such Goods and/or services, wherever located, to Seller.
- b. All items shipped shall be properly identified with Buyer's purchase order number and any purchase order item number or other identification number shown. Seller accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("Shipping Documents") provided to Buyer. Seller accepts any liabilities resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements.
- c. Notwithstanding anything herein to the contrary, Buyer shall have a reasonable opportunity to inspect the Goods and/or services after the same have been delivered to the place of shipment. Buyer shall not be deemed to have accepted any such Goods and/or services until the expiration of such reasonable time for inspection. The parties acknowledge and understand that Buyer may inspect any commercial lot of the Goods and/or services consisting of numerous units of the same product by inspecting only a reasonable sampling of such units and that Buyer may revoke acceptance of any other units of such commercial lot which Buyer at a later time discovers to be defective. Upon rejection or revocation of acceptance of any Goods and/or services, Seller shall promptly replace or correct, at Buyer's option, any unsatisfactory units at Seller's expense, including all shipping costs. Buyer's failure to inspect or reject Goods and/or services, or payment for Goods and/or services, shall not relieve Seller of any of its obligations hereunder or constitute a waiver of any of Buyer's rights hereunder.



5) WARRANTIES AND LIABILITY.

a. Seller undertakes and warrants and guarantees to Buyer that:

All Goods and/or services will comply in all respects with the Agreement and the Specifications, and as required by regulations and by law including any amendment, extension, re-enactment or replacement of statutes or statutory provisions;

It will hold and will ensure that its subcontractors of any tier will hold in strict confidence the Agreement and the Specification, together with all data or other information that it receives from Buyer or belonging to the Buyer in connection with the Order;

Copyright, design rights or any other intellectual property rights in or arising out of, or developed by the Seller in connection herewith or related to the Agreement, the Specification or data or other information that it receives from Buyer shall vest exclusively in Buyer. Such intellectual property shall become the sole property of Buyer as and when it is developed or obtained. Seller shall notify Buyer of any intellectual property which shall vest in Buyer and provide necessary assistance to enable Buyer to register such intellectual property. For any intellectual property not vested in Buyer as set out above, the Buyer is by the Agreement granted an irrevocable, transferable, royalty-free and non-exclusive right to use any intellectual property of the Goods and/or services when such is necessary for the use, operation, maintenance and repair of the Goods and/or services.;

It will not disclose to and will ensure that its subcontractors of any tier will not disclose to any third party or use any such Agreement information, Specification or data or other information that it receives from Buyer or belonging to the Buyer except to the extent that it is or becomes public knowledge through no fault of Seller;

It will not reproduce or use and will ensure that its subcontractors of any tier will not reproduce or use the Agreement information, Specification or data or other information that it receives from Buyer or belonging to the Buyer for any purpose unrelated to the Order without the express written consent of Buyer, and will forthwith upon request at any time and without charge deliver to Buyer any and all such data or information then in its possession;

It will provide all necessary equipment, supplies and suitably skilled and experienced personnel, and supplies to carry out and supply the Goods and/or services in a timely and efficient manner and at the time of delivery set out in the Order;

It will comply with the policies set forth by the applicable government and the Buyer, as amended from time to time, including, without limitation, those relating to matters of health, safety and the environment, corporate ethics, and substance abuse.

It will be responsible for training and verifying that its employees and subcontractors are properly prepared to carry out and supply the Goods and/or services; and

It will be responsible for any payment, including interest, in respect of taxes assessed against the Seller, and will indemnify Buyer therefrom.

b. Seller undertakes, warrants and guarantees that the Goods and/or services shall: (i) comply with all applicable laws and regulations; (ii) be provided in an efficient manner, in accordance with the Agreement and the Specifications; (iii) be free of any charge, encumbrance, lien and claim of any nature; (iv) be of merchantable quality, free from defects in material and workmanship and fit for the purpose intended; and (v) be new and not used or refurbished. Seller shall be liable for any and all defects that arise or occur within forty-eight (48) months after delivery to Buyer, or thirty-six (36) months after installation or taken into use by Buyer's customer, whichever occurs latest.

Without prejudice to any other remedy, if any Goods and/or services, in whole or in part, are not supplied in accordance with the Agreement and the Specification, Buyer shall have the right, at its option, to i) require



Seller to repair or supply replacement Goods, or to re-perform the services and compensate any damages or losses resulting from the non-compliant services, forthwith at no cost to Buyer (including but not limited to

transportation costs) or ii) to treat the Order as discharged by the breach of Seller and require the repayment of any part of the Purchase Price which has been paid or iii) to engage, at Seller's cost, a third party to re-perform, replace or repair any part of the Goods and/or services. The Buyer shall be obliged to notify the Seller of any such defects in the Goods and/or services without reasonable time after Buyer became aware

to of the defects. In case of wrong or late delivery the Seller will be responsible for compensation in terms of money for losses which the Buyer has suffered and as a minimum 0,5 % of the Purchase Price per day of wrong or delayed delivery.

c. Seller shall defend, indemnify and hold harmless Buyer against all liability, loss, damages, costs and expenses (including legal costs and expenses) awarded against or incurred or paid by Buyer as a result of or in connection with breach of any warranty given by Seller and against any fines, costs, or expenses arising from Seller's failure to comply with any applicable laws, rules, or regulations.

d. Seller shall act – and shall ensure that their subcontractors act - in a manner consistent with Buyer's quality, Code of Ethics and Business Conduct Policy located at:

[Ethical guidelines for suppliers at Steni Group AS](#)

e. Seller shall give Buyer reasonable advance written notice of any production change related to the Goods and/or services, including but not limited to any change in the manufacturing process, formulation, raw goods and/or services or production location. For any change that could affect performance of the Goods and/or services, Seller shall complete any reasonable qualification processes of Buyer and address Buyer's concerns about the change.

6) INDEMNIFICATION.

a. Seller agrees to indemnify and hold Buyer harmless from and against any and all liabilities, costs, losses or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with Seller's breach of any of its obligations hereunder.

b. Seller agrees to indemnify and hold Buyer harmless from and in respect of any damages, losses or expenses which Buyer may suffer or incur (including reasonable attorneys' fees) arising out of, relating to or concerning any claim, action or allegation that i) any of the Goods and/or services (or the use of same in an intended manner) infringes any patent or intellectual property rights claimed by any third party, ii) personal injury to or loss of life of any person, or loss of or damage to any property, of Buyer or Buyer's customer, arising out of or in connection with the Goods and/or services in their lifetime; provided that Buyer shall notify Seller in writing of any such claim, act or allegation promptly after learning of the same and shall assist and cooperate in the defense or settlement thereof. Such defense or settlement shall be at Seller's sole expense, and Seller shall pay all damages and costs finally awarded against Buyer as a result of any such suit or proceeding.

7) INSURANCE.

a. For the duration of this Agreement and for 1 (one) year following its completion or termination or expiry of the warranty period, Seller shall secure and maintain in effect, at its own expense, by an insurance company, at least the following insurance coverage that will fully protect both Seller and Buyer: commercial general



liability (including product liability and completed operations liability) in a sum no less than Euros 5 million unless otherwise set out in the Order.

b. Prior to delivery of any Goods and/or services, Seller will provide to Buyer certificate(s) of insurance evidencing that Seller maintains insurance in accordance with the foregoing requirements. Buyer shall have no obligation to examine such certificate(s) or to advise Seller in the event the insurance is not in compliance with Buyer's requirements. Buyer's receipt and/or acceptance of certificate(s) not in compliance with Buyer's requirements shall not be construed as a waiver of such insurance requirements, which constitute a material condition to this Agreement. Further, the insurance coverage and amounts to be maintained are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Seller.

8) TERMINATION.

a. Buyer shall be entitled to cancel the entire Order and/or the Agreement, or only part of the Goods and/or services, without cause by giving written notice to Seller in which event the sole liability of Buyer shall be to pay to Seller the part of the Purchase Price for any Goods and/or services performed in accordance with the Order, less the net saving of cost to Seller arising from cancellation.

b. Buyer shall be entitled to terminate the entire Order and/or the Agreement, or only part of the Goods and/or services, without liability to Seller, by giving written notice to Seller at any time if Seller:

(i) fails or refuses to supply competent supervision or sufficient, properly skilled workers or proper materials; or

(ii) does not make proper or timely performance of the Order and/or the Agreement; or

(iii) Seller goes into liquidation or receivership or becomes, or there are reasonable grounds to believe Seller will become, insolvent, or bankruptcy or insolvency proceedings are opened; or

(iv) otherwise prejudices or materially fails to carry out his obligations in accordance with the Order and/or the Agreement.

c. Buyer shall not be liable to pay Seller any further money in respect of the Order and Seller shall be liable for and shall pay Buyer any costs, expenses or damages in the event of said termination including the additional cost of having the Goods and/or services provided by others, if applicable.

9) GENERAL PROVISIONS.

a. In order to assess Seller's performance under and compliance with the Agreement, including but not limited to Seller's compliance with respect to pricing, specifications, warranties and certifications, Buyer and/or its designated representative(s) shall have the right upon reasonable notice to Seller to access and audit Seller's facilities, books, records, goods and/or services related to the Agreement and Goods and/or services. The costs of any such audit will be paid by Buyer, unless the audit reveals any nonconformance by Seller, in which case Seller will promptly reimburse Buyer for the reasonable costs of the audit.

b. Seller shall furnish, at Seller's expense, all labor, goods and/or services, equipment, transportation, facilities and other items that are necessary to meet the Agreement requirements. Time is of the essence in Seller's performance. Seller must immediately notify Buyer whenever Seller has knowledge of an actual or potential delay to the timely performance of the Order. In the event of Seller's refusal or failure to meet the delivery date(s) specified in the Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs incurred thereby to Seller or cancel all or part of the Order and/or the Agreement.



c. This Agreement shall constitute the complete understanding and contract between Seller and Buyer with respect to the subject matter hereof and supersedes any prior written or oral understandings with regard thereto. No purported amendment, modification or waiver of any provision of the Agreement shall be binding on Buyer unless set forth in a written document signed by an authorized representative of Buyer. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of the Agreement between Seller and Buyer or of the same circumstance or event upon any recurrence thereof.

d. If any provision hereof is held to be unenforceable by the final order of any court of competent jurisdiction, such provision shall be severed here from and shall not affect the interpretation or enforceability of remaining provisions hereof.

e. Seller shall not advertise, publicly announce or provide to any other party information relating to the existence of this Agreement or use Buyer's name in any format for any promotion, publicity, marketing or advertising purpose, without Buyer's prior written consent. All information, drawings, material, goods, equipment, apparatus or documents disclosed or delivered to Seller by Buyer or arising from work or services done for Buyer, and also all knowledge of any business relationship between Seller and Buyer, shall be treated by Seller as confidential proprietary information of Buyer and shall not be disclosed or made available to others by Seller without prior written permission by an officer of Buyer. Seller also agrees not to use any of such information, drawings, material, goods, equipment, apparatus or documents for the manufacture or production of products or components for any other party or for Seller. Such obligation shall not apply to any information, material, goods, equipment or apparatus which Seller establishes (a) is already known to Seller at the time of its receipt from Buyer as shown by Seller's records, (b) is or subsequently becomes available and accessible to the public through no fault of Seller, or (c) is disclosed to Seller by a third party on a non-confidential basis.

f. The title to any tangible property, including but not limited to material, goods, equipment, apparatus, documents, and literary property (e.g., drawings, manuscripts, artwork, motion pictures, video programs, and computer software), provided to Seller by Buyer or produced by Seller in submitting a bid or estimate or in carrying out an Order for Buyer shall be vested in Buyer, and Seller agrees to return or deliver such property to Buyer upon request.

g. A party is not liable for a failure to perform any of its obligations if it proves that the failure was due to a Force Majeure and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the Order or the Agreement (as applicable) or to have avoided or overcome it or its consequences.

h. This Agreement provides legal authorization to Buyer to inspect the Seller's sub-suppliers (tier 1 and tier 2) and Seller shall arrange so that Buyer can inspect. The Seller will be responsible for providing all the legal documentations related to its sub-suppliers. Additionally, in case of sub-supplier's on-site inspections, Seller will be responsible for completing necessary arrangements.

i. In the event the Agreement relates to consulting services, the Seller shall be considered a consultant and every work or idea created or acquired by or on behalf of the Seller for Buyer (past and future) shall be considered a "work made for hire" on behalf of the Buyer. It is the intent of the parties that Buyer shall have unrestricted ownership in and to all such works and to any derivative works, without further compensation of any kind to the Seller. To the extent that the law would fail to automatically vest in Buyer the full unrestricted ownership of all such works under "work for hire" treatment or similar concepts, the Seller hereby assigns to Buyer the copyright and any and all other rights in and to every such work including any derivatives (or Seller shall arrange so such rights are assigned to Buyer), and the Seller waives any claim of moral right that it may have in or in connection with such work.

j. By virtue of the Universal Declaration of Human Rights, the Convention on the Rights of the Child and the ILO's Declaration on Fundamental Principles and Rights at Work, the Seller must respect and adhere to such declarations and conventions, including the following:



- prohibition on the use of child labour;
- prohibition on the use of forced labour;
- national laws regarding hygiene, safety and labour rights.

The application of these principles shall be based on the laws of the country in which the items are produced. Should those laws fail to be observed by the Seller and/or its suppliers, the Buyer may make recommendations. If these recommendations are not followed, the Buyer shall be entitled to suspend or terminate the Agreement immediately. Already rendered Goods and/or services that cannot be returned, or

Goods and/or services that the Buyer keeps, must be paid but no compensation for the cancellation of the Agreement will be due.

10) GOVERNING LAW AND DISPUTES.

- a. This Agreement shall be governed by Norwegian Law.
- b. Without prejudice to the Parties' rights to take interim legal measures, such as injunctions etc., any controversy or dispute that may arise in connection with or as a result of the Agreement and which cannot be resolved by mutual agreement between the Parties shall be subject to the jurisdiction of the ordinary courts in Norway with Vestfold tingrett as legal venue.

* * * * *

This Agreement is entered into and signed in two originals, one for each Party, on this day of [dd.mm.yyyy]

for and on behalf of

Steni AS
Lågendalsveien 2633
3277 Steinsholt, Norway

[Seller]

Name: _____

Name: _____

Position: _____

Position: _____

Signature: _____

Signature: _____