

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES

Applicable for Siemens Energy AS - Norway – Marine, Oil & Gas

1. GENERAL PROVISIONS

1.1 “**Agreement**” means the framework agreement, contract, purchase order or other commercial agreement of which these general terms and conditions (“**Terms and Conditions**”) are a part entered into between Siemens Energy AS (“**Siemens Energy**”) and a supplier (“**Supplier**”).

1.2 “**Supply**” means the products, services, documents, software and/or other deliverables which Siemens Energy purchases from Supplier under the Agreement.

1.3 “**Siemens Energy Group**” means Siemens Energy, its Affiliated Companies¹ and any other suppliers to Siemens Energy of any tier.

1.4 “**Supplier Group**” means Supplier, its Affiliated Companies and any of Supplier’s subcontractors of any tier.

1.5 The parties are hereinafter referred to individually as a “**Party**” or collectively as the “**Parties**”.

1.6 For the avoidance of doubt, these Terms and Conditions shall apply between the Parties in relation to all future orders by Siemens Energy from Supplier under the Agreement unless the Parties separately agree to the contrary in writing.

1.7 Siemens Energy shall be not bound by the General Terms and Conditions of Supplier unless Siemens Energy explicitly agrees to such in writing, and neither the acceptance of deliveries or services nor the making of payments by Siemens Energy to Supplier shall constitute such agreement.

2. GENERAL OBLIGATIONS OF SUPPLIER

2.1 Supplier shall provide the Supply in a professional and careful manner in accordance with the Agreement.

2.2 Supplier shall handle all parts of the Supply, any items provided by Siemens Energy (“**Free Issued Material**”) and all other materials with all due care and skill and shall ensure that they are kept in good order and condition.

2.3 Supplier shall comply with all statutory provisions on health, safety and environment. Supplier shall use its best efforts to minimize and if possible eliminate hazards for the health, safety and environment for the performance of the Works and ensure that no persons nor the environment suffer any injury. Supplier shall give

¹ Affiliated Company means in accordance with the Norwegian Public Limited Liability Companies Act (“**the Act**”) the parent company of any of the Parties or any company which under

priority to safety in order to protect life, health, property and environment.

2.4 If any incident occurs in connection with the Work leading to one or more days of incapacity of any person, or if the Supplier becomes aware of any event or circumstances in connection with the Work which could have caused this, Supplier shall immediately inform Siemens Energy, and shall without undue delay: a) execute a root cause analysis of the incident; b) determine appropriate measures to exclude similar incidents in the future; c) define time periods for the measures to be implemented; and d) provide Siemens Energy with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined.

2.5 Any failure to comply with the requirements of Articles 2 or 3 of this Agreement shall be considered a defect in the Supply (“**Defect**”).

3. SUPPLY PROPERTIES

3.1 Supplier warrants that the Supply shall be in accordance with the requirements in the Agreement, free of any liens or defect in title, new, fully functional and produced with raw materials which are free of any defect and which are new. The Supplier further warrants that the Supply shall be fit for its intended purpose and that it shall comply with official and legal provisions and safety regulations of the countries of production and destination. Siemens Energy may return any defective goods to Supplier at Supplier’s cost and demand replacement in accordance with the Agreement.

3.2 All work performed in connection with making the Supply (“**Work**”) shall be carried out to the highest standard of care and workmanship, using only qualified and trained personnel.

3.3 The Supply shall be developed and delivered in accordance with the latest version of ISO 9001 or other equivalent quality standard, as applicable. The warning concept (use of the signal words and the warning triangle, and structure of the warning text) shall comply with the standards of the International Organization for Standardization (ISO) for equipment to be used outside U.S.A., and the American National Standards Institute (ANSI) for equipment to be used in U.S.A.

3.4 Siemens Energy and its authorized agents and representatives and/or a third party appointed by Siemens Energy and reasonably acceptable to Supplier, shall be entitled (but not obliged) to conduct – also at Supplier’s premises – inspections and audits in order to verify that Supplier adheres to such quality standard(s).

3.5 Any inspection or audit may only be conducted upon prior written notice of Siemens Energy, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with Supplier’s business activities nor violate any of Supplier’s confidentiality agreements with third parties.

sections 1-3 of the Act is to be regarded as a subsidiary company of that parent company or of a Party.

Supplier shall reasonably cooperate in any inspection or audit conducted. Each Party shall bear its own expenses in connection with such inspections/audits.

4. DELIVERY AND DELAY

4.1 Unless otherwise agreed, and subject to Article 8, the delivery term shall be DDP (Delivered Duty Paid) Incoterms 2010, and the point in time and place at which delivery occurs ("**Delivery**") shall be determined accordingly.

4.2 Siemens Energy shall be notified immediately if Supplier becomes aware of a potential delay to Delivery of the Supply or parts thereof and/or to the Agreement schedule ("**Agreement Schedule**"). Such notice shall state the reason for the delay and proposed measures to mitigate such delay. If Supplier fails to inform Siemens Energy of a potential delay, Supplier shall be liable for any losses Siemens Energy may suffer due to Supplier's failure to notify, subject to the limitations in Article 20.

4.3 Supplier shall undertake all reasonable measures (e.g. shift work, overtime) in order to avoid delays. The costs for such measures shall be borne by Supplier.

4.4 If Supplier's delivery of the Supply is delayed in relation to the Agreement Schedule, Siemens Energy shall be entitled to claim liquidated damages in the amount of 0,2 % of the total sum payable by Siemens Energy under the Agreement as adjusted in accordance with the provisions of Article 10 ("**Agreement Price**") per commenced calendar day of delay, said liquidated damages not to exceed 10% of the Agreement Price.

4.5 If Supplier's delivery of documents relating to the Supply is delayed in relation to the dates specified in the supplier document list (where applicable), Siemens Energy shall be entitled to claim liquidated damages in the amount of 0,1% of the Agreement Price per commenced calendar day of delay, said liquidated damages not to exceed 5% of the Agreement Price.

4.6 Siemens Energy may withhold any liquidated damages to which it becomes entitled from any payments due to Supplier under the Agreement. Upon receipt of notice from Siemens Energy, Supplier shall issue Siemens Energy with a credit note for the amount of liquidated damages withheld. The payment of liquidated damages by Supplier shall not affect any of Siemens Energy's other contractual or legal rights arising from Supplier's late Delivery or performance, and shall not release Supplier from its other contractual or legal obligations arising under the Agreement.

4.7 In the event that the Supply or part thereof is delayed or if it is evident that the Supply or part thereof is likely to be delayed in relation to the Delivery date(s) in the Agreement, Siemens Energy may require that the Supply or part thereof be delivered in an incomplete state for completion at an alternative location by Supplier, Siemens Energy or a third party as determined by Siemens Energy. Supplier shall compensate Siemens Energy for all and any additional costs resulting from the delivery in an incomplete state, including but not limited to necessary and direct costs incurred by Siemens Energy in completing the Supply. Supplier shall, at Siemens Energy's request and at Supplier's own cost,

provide any manpower or other resources required for completion of the Supply at an alternative location at Siemens Energy's discretion. In addition to Siemens Energy's remedies under this Article 4.7 Siemens Energy is entitled to claim liquidated damages in accordance with Articles 4.4 and 4.5, calculated on the basis of the number of days by which the delivery date(s) would have been exceeded had the Supplier completed the Supply prior to delivery.

5. PACKING AND DISPATCH

5.1 Packing shall be suitable for the Supply and the intended method of transport and in compliance with the requirements specified in these Terms and Conditions and elsewhere in the Agreement. Any loss or damage to the Supply resulting from defective packing shall be made good by Supplier.

5.2 Unless otherwise agreed, the costs of transport and packaging shall be borne by Supplier. All additional costs arising from Supplier's failure to conform with the transport requirements for the Supply shall be borne by Supplier.

5.3 Each shipment shall include where applicable one or more of the following packing/shipping notes:

- i) Export Document/Declaration; and/or
- ii) Pro forma invoice; and/or
- iii) Consignment note, CMR/AWB/BL.

These notes include shall details of the contents as well as the complete order number for the Supply. Notice of dispatch shall be provided immediately with the same information.

5.4 Supplier shall submit any necessary information and data to Siemens Energy and the carrier concerning dangerous goods in accordance with legal requirements.

5.5 Supplier shall be liable for any expenses and/or damages incurred by Siemens Energy due to any breach of the provisions of this Article 5.

6. INVOICES

6.1 The Agreement number as well as any other supporting documentation required in the Agreement shall be detailed in or submitted together with each Invoice ("**Invoice**"). Invoices shall not be payable by Siemens Energy unless they include this information.

6.2 If the Parties have agreed that Supplier shall provide a performance bond in the form of a bank guarantee, such bank guarantee shall, unless otherwise expressly stated in the Agreement, be: (1) issued by a bank or financing institution acceptable to Siemens Energy, (2) issued on Siemens Energy standard format for "on demand" guarantees, and (3) submitted to Siemens Energy within 14 calendar days of the effective date of the Agreement. The guaranteed amount shall be 10% of the Agreement Price from issuance of the performance bank guarantee up until 1 month after the scheduled Delivery date. Thereafter, the guaranteed amount shall be reduced to 5% of the Agreement Price.

The performance bank guarantee shall expire 1 month after the scheduled expiry of the Warranty Period. Siemens Energy shall not be required to make payment under any Invoices until such bank guarantee has been provided to Siemens Energy.

7. PAYMENT

7.1 Unless otherwise agreed, payments are to be made within 60 days of receipt of invoice.

7.2 Subject to Article 6.2, where the Agreement provides for payment pursuant to payment milestones, the period for payment shall commence upon Siemens Energy's receipt of an Invoice supported by required documentation confirming Supplier's fulfillment of the conditions for the applicable payment milestone. In all other cases, the period of payment shall commence as soon as any milestone or service is completed and an Invoice is received. Where Supplier is required to provide material testing, test records or quality control documents or any other documentation, such deliverables shall be a part of the requirements of the completeness of the milestone and service.

7.3 Payment does not constitute an acknowledgement that the Supply was provided in accordance with the Agreement (in particular in relation to quantity or quality), and Siemens Energy retains the right to claim against Supplier after paying for the Supply.

8. TRANSFER OF RISK AND TITLE

8.1 For Supply involving installation, commissioning or other services subsequent to equipment delivery ("**Services**"), risk shall transfer to Siemens Energy upon acceptance of the Services. For Supply not involving Services risk shall transfer to Siemens Energy on Delivery to Siemens Energy Group.

8.2 Without prejudice to Siemens Energy's right to reject the Supply thereafter, title to the Supply shall pass to Siemens Energy when:

- (a) Siemens Energy pays for the Supply; or
- (b) Siemens Energy Group receives the Supply;

whichever occurs first.

8.3 Any portion of the Supply with respect to which title has passed to Siemens Energy but which remains in the care, custody and control of Supplier or its subcontractor shall be clearly identified in a manner acceptable to Siemens Energy as being the property of Siemens Energy and shall be segregated from Supplier's or its subcontractors' property to the extent possible.

9. INSPECTIONS AND AUDIT

9.1 Supplier shall inspect the Supply for quantity and quality before dispatch.

9.2 Subject to Siemens Energy obtaining appropriate confidentiality declarations from Siemens Energy's

immediate customer and the end customer, Supplier shall permit Siemens Energy, Siemens Energy's immediate customer and the end customer to enter upon Supplier facilities to carry out such audits of technical documentation, data, records and transactions connected to the Supply and for the purpose of verifying the production process and/or the witnessing of any test. Supplier shall also ensure that Siemens Energy, Siemens Energy's immediate customer and the end customer have similar rights to audit and inspect Supplier's subcontractors at any tier.

10. VARIATION ORDERS

10.1 Siemens Energy has the right to order any variation to the Supply which in Siemens Energy's opinion is desirable. Such a variation to the Supply may include an increase or decrease in the quantity, or a change in character, quality, kind or execution of the Supply or any part thereof ("**Variation**").

10.2 Within seven (7) days of receiving Siemens Energy's instruction for a Variation or within seven (7) days of the date when Supplier discovered or ought to have discovered a situation requiring a Variation, Supplier shall submit a variation order request ("**VOR**") in a format to be agreed between the Parties detailing how the Variation will affect the Agreement Schedule, the Agreement Price and/or any other conditions under the Agreement. If Supplier fails to submit a VOR within the stated time limit, Supplier shall be deemed to have agreed to the Variation without any increase in the Agreement Price or extension to the Agreement Schedule and shall have waived any right to claim for any compensation in connection therewith.

10.3 The cost impact of any Variation shall be determined in accordance with the rates specified in the schedules for the Agreement Price. If there are no rates, applicable rates for Work performed in connection with a Variation shall be prepared reflecting the general level of pricing set out in the Agreement. If the cost impact cannot be mutually agreed by the Parties, then the cost impact shall be finally determined by Siemens Energy in its reasonable judgement (without prejudice to the Parties' right to dispute resolution).

10.4 Supplier shall minimize the time impact of any Variation on the delivery of the Supply. The Parties shall use their best endeavors to agree on the time impact, taking into account the overall deadlines under the Agreement. If the time impact cannot be mutually agreed by the Parties, then the time impact shall be finally determined by Siemens Energy in its reasonable judgement (without prejudice to the Parties' right to dispute resolution).

10.5 If Supplier requests a VOR which in Siemens Energy's opinion is not a Variation, Siemens Energy shall issue a disputed variation order ("**DVO**") in a format to be agreed between the Parties ordering Supplier immediately to proceed with the Work described in the VOR. If no court proceedings pursuant to Article 33.2 have been instigated within five (5) months of the date of issuance of the DVO, the subject matter of such DVO shall be deemed to be part of the Supply.

10.6 Supplier shall implement a Variation Order (“VO”) or a DVO promptly upon receipt, even if the effects of such VO or DVO have not yet been determined. Under no circumstances shall delivery of the Supply be delayed due to pending agreement or determination of any VO or DVO.

11. TERMINATION FOR CONVENIENCE

11.1 Siemens Energy may by notice to Supplier terminate the Agreement with the consequence that the performance of the Work ceases.

11.2 Following such termination, Siemens Energy shall pay: a) the unpaid balance due to Supplier for that part of the Work already performed; b) all documented costs incurred by Supplier and its subcontractors in connection with materials ordered prior to receipt of the notice of termination by Supplier, and compensation for Work performed on such materials prior to said date, provided that such costs are not covered by payment under Article 11.2 a); c) all necessary termination charges and administration costs incurred by Supplier in connection with the termination; and d) Supplier’s and its subcontractors’ other expenses directly attributable to an orderly close-out of the Agreement, calculated as far as possible in accordance with the rates specified in the Agreement.

11.3 Supplier shall, in accordance with Siemens Energy’s instructions, make its best efforts to terminate the Subcontracts on terms acceptable to Siemens Energy. If Siemens Energy cannot accept the termination terms, Supplier shall assign such Subcontracts to Siemens Energy.

12. SIEMENS ENERGY’S RIGHT TO TEMPORARILY SUSPEND THE WORK

12.1 Siemens Energy may temporarily suspend the performance of the Work or parts thereof, by giving notice to Supplier. The notice shall specify which part of the Work shall be suspended, the effective date of suspension and the expected date for resumption of the Work. Furthermore, it shall state the mobilisation plan and any support functions which shall be maintained while the Work is suspended. Supplier shall resume the Work after notification by Siemens Energy. The date of resumption of the Work shall be determined with due consideration of the mobilisation plan, and the support functions that have been maintained during the suspension.

12.2 Siemens Energy shall compensate Supplier for all necessary and documented expenses arising from: a) demobilisation of personnel and equipment; b) safeguarding the Supply, Siemens Energy-provided Items and related materials and equipment; c) personnel, subcontractors and equipment which must be kept available in accordance with the mobilisation plan; d) moving the Supply, if necessary, so that it does not interfere unreasonably with Supplier’s other activities; and e) other expenses incurred by Supplier as a result of suspension of the Work. Supplier’s claim for Work

performed shall be calculated as far as possible in accordance with the rates specified in the Agreement.

12.3 If suspension of the Work affects the Agreement Schedule or if Supplier claims that it does, the provisions of Article 10 concerning Variations to the Agreement Schedule and the Agreement Price shall apply accordingly.

13. TERMINATION DUE TO SUPPLIER’S BREACH OF CONTRACT

13.1 Siemens Energy is entitled to terminate the Agreement with immediate effect by notifying Supplier when: a) Siemens Energy has become entitled to be paid or it is evident that Siemens Energy will become entitled to be paid the maximum amount of liquidated damages in accordance with Article 4.4 and/or Article 4.5; b) it is evident that completion of the Supply will be delayed by more than 15 % of the time from start of the Work until the Delivery date(s) specified in the Agreement, or by 60 Days - whichever is the shorter period; c) Supplier is in material breach of the Agreement; or d) Supplier becomes insolvent or ceases to make its payments, an interim insolvency administrator is appointed or insolvency proceedings are applied for or are commenced in relation to Supplier’s assets.

13.2 Upon termination of the Agreement in accordance with this Article 13, Siemens Energy is entitled to take over from Supplier the Supply, Siemens Energy-provided Items, subcontracts, and other rights necessary to enable Siemens Energy to complete the Supply, either by itself or with the help of others.

13.3 If the Agreement is terminated, Supplier shall be entitled to payment for the part of the Work performed and for plant and equipment taken over by Siemens Energy pursuant to Art 13.2, less any amounts due from Supplier to Siemens Energy.

13.4 If the Agreement is terminated in accordance with 13.1(d), Siemens Energy shall be entitled to deduct its costs and losses caused by Supplier’s insolvency from such payment and may continue to utilize existing facilities, deliveries and services already performed by Supplier in exchange for reasonable payment.

13.5 Siemens Energy shall also be entitled to claim damages for Defects in the Supply and may make other claims under the Agreement or at law, subject to the limitations in Article 20.20.

14. WARRANTY

14.1 Unless otherwise agreed, the warranty period is 48 months (“Warranty Period”) and shall commence upon delivery and acceptance of all parts of the Supply.

14.2 Siemens Energy shall endeavor to notify Supplier of any Defects within a reasonable period of time after detection.

14.3 If Siemens Energy notifies Supplier of a Defect within the Warranty Period, Siemens Energy may elect

at its discretion to negotiate a reduction in the Agreement Price or to have Supplier rectify or replace the Defect (as applicable) at Supplier's expense.

14.4 Supplier shall be liable for any and all costs, expenses and damages incurred by Siemens Energy as a result of Defects, subject to the limitations in Article 20.

14.5 If Supplier does not carry out rectification or deliver replacement(s) for Defects as requested within a reasonable timeframe set by Siemens Energy, Siemens Energy may, at Supplier's expense, undertake any rectification or replacement itself or arrange for a third party to do so.

14.6 If Supplier performs warranty Work during the Warranty Period, the Warranty Period for the redelivered or rectified part of the Supply shall be extended by one year. For the remaining part(s) of the Supply, the Warranty Period shall be extended only by the period of time during which the Supply is not fully operative due to the Defect(s).

15. INTELLECTUAL PROPERTY AND RIGHTS OF USE

15.1 Subject to the terms of this Agreement, Supplier (and its licensors) grants to Siemens Energy and its customers (including any party acting on their behalf) a non-exclusive, perpetual, worldwide, sublicensable and royalty free license to use any intellectual property rights and similar rights ("IP Rights") necessary in order to sell, offer to sell, export, import, operate, repair, modify, maintain, enhance and extend the Supply, in addition to any other IP Rights necessary to fulfill the purpose of this Agreement. In addition to the rights granted under the preceding sentence, if Supplier is or ought to be aware of any IP Rights Siemens Energy has granted or will grant to its customers in relation to the Supply, the rights granted by Supplier under this Agreement to Siemens Energy shall be sufficient for Siemens Energy to fulfill Siemens Energy's obligation to license IP Rights to its customers.

15.2 Without the prior written consent of Siemens Energy, Supplier may not include in the Supply any software (or other materials) subject to a copyleft or share-a-like license, i.e. a license which requires that a derivative work based on software (or other materials) subject to said license must be distributed and/or made available subject to said license, or a license which contains similar terms.

15.3 All drawings, specifications, and any other property or materials to be furnished to Supplier by or for Siemens Energy, for use in the performance of this Agreement, shall remain the property of Siemens Energy. The Supply and all drawings, specifications, and any other property or materials to be furnished to Siemens Energy by or for Supplier, shall become the property of Siemens Energy, unless otherwise agreed in writing.

16. INTELLECTUAL PROPERTY INFRINGEMENTS

16.1 Supplier shall defend, indemnify, and hold Siemens Energy (and its customers of any tier) harmless against

any third-party action, suit, or proceeding ("Claim") against Siemens Energy (and its customers and any party acting on their behalf) to the extent such Claim is based upon an allegation that the Supply infringes IP Rights granted to Siemens Energy (and its customers and any party acting on their behalf) under this Agreement.

17. CONFIDENTIALITY AND DATA PROTECTION

17.1 Supplier shall treat as confidential the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about Siemens Energy in the context of performing and concluding the Agreement which are - whether disclosed in tangible form or orally, visually or via electronic communication, including internet-based provision of information - marked as or pronounced to be "Confidential" or similarly labelled by Siemens Energy ("Confidential Information").

17.2 Supplier shall keep the Confidential Information confidential beyond the term of the Agreement, for as long as and insofar as such Confidential Information has not become publicly known through legal proceedings or Siemens Energy has not consented in writing to its transfer in the individual instance.

17.3 Supplier shall however be entitled to disclose Confidential Information where the Confidential Information: (a) was in the public domain prior to Supplier's receipt thereof; (b) was in Supplier's possession prior to its receipt thereof through no breach of any confidentiality obligation; (c) was received from a third party through no breach of any confidentiality obligation, and where it is necessary to disclose Confidential Information to: (d) subcontractors for performance of the Agreement (however subject to their giving equivalent confidentiality undertakings); and (e) government bodies and other public authorities to comply with applicable laws and regulations.

17.4 Insofar as Supplier is granted access to personal data in connection with the Agreement, Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable Siemens Energy to keep itself informed that such provisions are being complied with.

18. CYBER- AND INFORMATION SECURITY

18.1 Supplier shall take appropriate measures for storage of data and for protection of its IT systems against software bugs and viruses and unauthorized access by third parties, in order to reasonably protect information received from Siemens Energy and the Work against loss, modification, forwarding or access by unauthorized third parties.

18.2 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as

ISO/IEC 27001 or IEC 62443 (to the extent applicable).

18.3 "Supplier Operations" means all assets, processes and systems (including information systems), data (including customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

18.4 Should products or services contain software, firmware, or chipsets:

18.4.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

18.4.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Siemens Energy remedying vulnerabilities for the reasonable lifetime of the products and services;

18.4.3 Supplier shall provide to Siemens Energy a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Siemens Energy;

18.4.4 Supplier shall grant to Siemens Energy the right, but Siemens Energy shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Siemens Energy;

18.4.5 Supplier shall provide Siemens Energy a contact for all information security related issues (available during business hours).

18.5 Supplier shall promptly report to Siemens Energy all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Siemens Energy is or is likely to be materially affected.

18.6 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this Article 18.

18.7 Upon Siemens Energy's request, Supplier shall provide written evidence of its compliance with this Article 18 including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

18.8 For data generated by products or services provided under the Agreement and integrated into Siemens Energy products or solutions, Siemens Energy may use and share such data when acting as Data Holder under the EU Data Act (as defined in Art. 2 No. 13 of the Data Act). If the Supplier is the Data Holder, it shall coordinate any disclosure with Siemens Energy and safeguard Siemens Energy's intellectual property (including trade secrets and know-how).

18.9 The Supplier shall not use any data of Siemens Energy, including any data derived from or generated using any data of Siemens Energy, for its own purposes, including, without limitation, the training, fine-tuning, or

evaluation of any AI Component ("AI" = Artificial Intelligence) or other AI systems or AI models or similar technologies, unless Siemens Energy has provided its prior written consent to such use. The foregoing restriction shall also apply in case the data is anonymized or pseudonymized.

19. PRODUCT LIABILITY

9.1 If Siemens Energy is made subject to any claims by third parties based on domestic or foreign product liability law in connection with the Supply, Siemens Energy shall notify Supplier thereof. Supplier shall indemnify Siemens Energy against all such claims as well as the costs arising from such claims (including but not limited to legal assistance and court costs), provided the claims are caused by a Defect in the Supply.

9.2 Supplier shall also reimburse Siemens Energy for all costs caused arising from any reasonable risk mitigation measures Siemens Energy takes in connection with the claims, including but not limited to warnings or precautionary recalls of a defective product. Any costs arising in connection with the determination of the risks involved with the claims (including but not limited to expert costs) as well as Siemens Energy's internal administration and processing costs shall be borne by Supplier provided the claims are caused by a Defect in the Supply.

20. INDEMNITY AND LIMITATION OF LIABILITY

20.1 Supplier shall indemnify and hold Siemens Energy Group harmless from and against any claim concerning: a) personal injury to or loss of life of any employee of Supplier, its Affiliated Companies and/or any of Supplier's subcontractors of any tier; and b) loss of or damage to any property of Supplier Group, arising out of or in connection with the Work or caused by the Supply in its lifetime. This applies irrespective of any form of fault or liability, whether strict or due to negligence, in whatever form, on the part of Siemens Energy Group.

20.2 Siemens Energy shall indemnify and hold Supplier Group harmless from and against any claim concerning: a) personal injury to or loss of life of any employee of Siemens Energy Group, and b) loss of or damage to any property of Siemens Energy Group, with the exception of Free Issued Material in Supplier's care and custody and the Supply or parts thereof prior to Delivery, arising out of or in connection with the Work or caused by the Supply in its lifetime. This applies irrespective of any form of fault or liability, whether strict or due to negligence, in whatever form, on the part of Supplier Group.

20.3 Supplier's liability for breach of this Agreement shall be limited to 100% of the Agreement Price. However, this Article 20.3 shall not exclude or limit Supplier's liability for: a) all taxes, duties and fees arising in connection with its provision of the Supply; b) Supplier's infringements of the intellectual property rights of third parties and/or Siemens Energy Group; c) Supplier's failure to comply with applicable laws; d) payment of any fines and penalties imposed on Supplier by any governmental authority due to Supplier's default; e) Supplier's obligations under Article 20.1; f) Supplier's own costs in

connection with performance of Supplier's warranty obligations under Article 14; and g) Supplier's failure to comply with its obligations concerning confidentiality under Article 17, and shall not affect Supplier's obligation to perform the Agreement.

20.4 Supplier shall indemnify and hold Siemens Energy Group harmless from and against Supplier Group's indirect losses, and Siemens Energy shall indemnify and hold Supplier Group harmless from and against Siemens Energy Group's indirect losses. This applies regardless of any liability, whether strict or due to negligence, in whatever form, on the part of either Siemens Energy Group or Supplier Group and – except as stated in Article 4.4 and Article 4.5 – regardless of any other provisions of the Agreement. Indirect losses under this Article 20.4 shall include loss of earnings, loss of profit and loss of production.

20.5 Supplier shall indemnify and hold Siemens Energy Group harmless from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of personal injury or death or property loss or damage suffered by third parties or any other liability incurred by Supplier towards third parties arising out of or in connection with the Supply.

21. FREE ISSUED MATERIAL

21.1 All and any Free Issued Material provided by Siemens Energy to Supplier remains the property of Siemens Energy and is to be stored, identified as the property of Siemens Energy, administered separately at no expense to Siemens Energy, and used only in providing the Supply. If there is any reduction in value, damage and/or loss to such Free Issued Material, Supplier shall replace it.

21.2 Any processing or transformation of Free Issued Material shall take place on behalf of Siemens Energy, and Siemens Energy shall immediately own the resulting new or transformed product ("**New Product**"). If this is impossible for legal reasons, Siemens Energy and Supplier hereby agree that Siemens Energy shall own the New Product at all times during its processing or transformation. Supplier shall safeguard the New Product on Siemens Energy's behalf at no extra cost to Siemens Energy and in so doing shall exercise the duty of care of a merchant.

22. INSURANCE

22.1 Supplier shall provide and maintain the following insurance policies ("**Insurance Policies**"): a) general third party liability insurance (including liability assumed under the Agreement) in a sum of not less than €5,000,000 (five million euros) per occurrence or series of occurrences arising from any one event; b) employer's liability insurance which shall cover losses arising from illness, personal injury or accidental death in Supplier Group, or to the extent required by applicable laws if such are stricter, under which the insurance amount shall at a minimum be equivalent to 20G in case of death and 40G in case of 100% disability (where "G" means "Base amount in Norwegian National Insurance

(Folketrygden)"); and (c) all risks property cover for all of Supplier's property, plant and equipment.

22.2 The Insurance Policies shall include Siemens Energy Group as co-insured and Supplier's insurers shall waive all and any rights of subrogation against any member of Siemens Energy Group.

22.3 The Insurance Policies shall cover and be effective from the date of signature of the Agreement and shall not expire until the end of the Warranty Period. Siemens Energy shall have no obligation to make payment to Supplier until and unless Supplier furnishes certificates evidencing compliance with this Article 22. Supplier shall notify Siemens Energy in good time in the event that one or more of the Insurance Policies is/are cancelled, expire(s) or is/are changed so that it/they no longer meet(s) the requirements of the Agreement.

23. ASSIGNMENT

23.1 Siemens Energy is entitled to assign, novate or otherwise transfer its rights and obligations under the Agreement, fully or partly to any third party, provided that Siemens Energy can demonstrate that the assignee has the financial strength required to fulfill Siemens Energy's obligations under the Agreement. Supplier may not assign its rights and obligations under the Agreement without Siemens Energy's prior written consent, such consent not to be unreasonably withheld.

24. SUBCONTRACTING TO THIRD PARTIES

24.1 Supplier shall not subcontract to third parties not listed on the approved vendor list contained in the Agreement (if applicable) without obtaining Siemens Energy's prior written consent thereto.

25. EXPORT CONTROL AND FOREIGN TRADE REGULATIONS

25.1 For all products to be delivered and services to be provided according to this Agreement, Supplier shall comply with all applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**") and shall obtain all necessary export licenses, unless Siemens Energy or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations. In particular, Supplier represents and warrants that none of the products nor its services provided under this Agreement contain products and/or services restricted for import under the Foreign Trade Regulations which, in any case, include, the Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection.

25.2 Supplier shall advise Siemens Energy in writing as early as possible, but not later than two weeks prior to the Delivery of any information and data required by Siemens Energy to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in

case of resale. In any case Supplier shall provide Siemens Energy for each of the products and services:

- (i) The "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations; and
- (ii) All applicable export list numbers; and
- (iii) The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- (iv) The country of origin (non-preferential origin); and
- (v) Upon request of Siemens Energy, Supplier's declaration for preferential origin (in the case of European suppliers) or preferential certificates (in the case of non-European suppliers); and
- (vi) Evidence of the country of origin of crude oil which has been used for refining the products.

25.3 In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than two weeks prior to the Delivery.

25.4 Supplier shall be liable for any expenses and/or damage incurred by Siemens Energy due to any breach of the obligations according to Articles 25.1 to 25.3.

26. CODE OF CONDUCT, SECURITY IN THE SUPPLY CHAIN

26.1 Supplier is obliged to comply with the laws of the applicable legal system(s) and Siemens Energy shall have the right to audit Supplier's compliance with the provisions of this Article 26, such right to be exercised reasonably. In particular, Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery or corruption, in any violation of basic human rights of employees or any child labour. Moreover, Supplier shall be responsible for the health and safety of its employees, shall act in accordance with applicable environmental laws and shall use best efforts to promote this Code of Conduct among its suppliers.

26.2 Supplier shall provide the organizational instructions and take measures, particularly with regard to security of premises, packing and transport, business partners, personnel and information necessary to guarantee supply chain security in accordance with the requirements of internationally recognized initiatives based on the WCO SAFE Framework of Standards such as AEO or C-TPAT. Supplier shall protect the Supply provided to Siemens Energy or third parties designated by Siemens Energy against unauthorized access and manipulation. Supplier shall only deploy reliable personnel in providing the Supply and shall require its suppliers to implement equivalent security measures.

26.3 In addition to other rights and remedies Siemens Energy may have, Siemens Energy may terminate the

Agreement if Supplier fails to perform its obligations under this Article 26. However, if Supplier's breach is capable of remedy, Siemens Energy's right to terminate is subject to the proviso that Supplier has not remedied such breach within a reasonable grace period set by Siemens Energy.

27. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE DANGEROUS GOODS

27.1 Should the Supply contain products which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a format reasonably required by Siemens Energy no later than the date of the first delivery stipulated in the Agreement. The foregoing shall only apply with respect to laws applicable at the registered seat of Supplier or Siemens Energy or at the place of Delivery designated by Siemens Energy.

27.2 Supplier shall also declare all substances which are set out in the "Siemens Energy List of Declarable Substances" applicable at the time of Delivery in the manner described above.

27.3 Should the Supply contain goods which are classified as dangerous goods under international regulations, Supplier shall no later than at the date of confirmation of the order for the Supply inform Siemens Energy thereof in a form agreed upon between Supplier and Siemens Energy.

27.4 The Supplier shall either avoid supplying products containing per- and polyfluoroalkyl substances ("PFAS") or inform Siemens Energy about PFAS contained in its products in a timely manner upon request of Siemens Energy. PFAS shall mean substances that are subject to the PFAS proposal of the European Commission. The Supplier shall keep itself informed about the changes to the PFAS proposal and the expected restrictions to go into force in 2026/2027.

27.5 The Supplier shall provide in a timely manner upon request of Siemens Energy all required information and proof of deforestation free products (down to the producer of the raw material) in line with the Regulation on Deforestation-free Products of the European Commission ("EUDR").

28. FORCE MAJEURE

28.1 Neither Party is liable for such delay or damages which are due to events including but not limited to wars, civil riots, hostilities, public disorder, nationwide strikes, epidemics, currency and other restrictions imposed by governmental authority or other events falling outside the scope of control of a Party, ("**Force Majeure**"), provided that the Party affected could not reasonably have been expected to take such event into consideration while entering into the Agreement and could not avoid or overcome its effects. Force Majeure shall not include shortage or lack of material and/or resources or shortage of transport or non-performance of sub-suppliers.

28.22 If the fulfillment of the Agreement is delayed by more than four (4) months due to Force Majeure, either Party shall have the right to terminate the Agreement by informing the other Party thereof in writing.

29. RESERVATION CLAUSE

29.1 Siemens Energy's obligation to perform under the Agreement is subject to the proviso that its performance is not prevented by any impediments arising out of national and international foreign trade or any embargos or other sanctions.

30. GENERAL APPLICATION OF WAGE AGREEMENTS

30.1 Supplier shall ensure that its employees and all employees of its sub-contractors as a minimum receive such wages and employment conditions as required pursuant to the Act Relating to General Application of Wage Agreements etc. ("Allmenngjøringsloven").

30.2 If requested by Siemens Energy, Supplier shall produce valid proof of fulfillment of these requirements.

30.3 In the event of non-compliance with the obligations pursuant to this clause, Siemens Energy may withhold remuneration to the extent necessary to cover possible claims.

31. PERMITS AND TAX RELATED ISSUES

31.1 Supplier shall ensure that all personnel working for Siemens Energy have all necessary permits required to perform the Work in question, including, but not limited to work and residency permits and ID-cards required within building and construction industry if applicable. All necessary permits for all assigned personnel shall be acquired before the Work for Siemens Energy begins. If requested by Siemens Energy, Supplier shall produce valid proof of all necessary permits.

31.2 Supplier shall ensure that all taxes related to the Work performed by the assigned personnel are reported and paid in accordance with all applicable tax regulations. If requested by Siemens Energy, Supplier shall produce valid proof of tax payments and reporting.

31.3 Supplier shall upon request provide Siemens Energy with a copy of the current certificates of proper payment of its taxes and VAT (RF-1244), which are not older than six months.

31.4 Supplier shall upon request provide a valid official certificate from the tax authorities relieving Siemens Energy of any responsibility with regards to any obligation in accordance with the Tax Payments Act ("Skattebetalingsloven"), including but not limited to calculation, reporting and payment of taxes in relation to this agreement.

31.5 Should Siemens Energy be held liable by the authorities for taxes as mentioned above, Siemens Energy may withhold an equal amount from any

remuneration owed to Supplier or offset the amount against outstanding debts between the parties.

31.6 The consideration referred to in the Agreement is exclusive of any applicable statutory value added tax, sales tax or other similar taxes (hereinafter "VAT").

31.7 The Supplier shall issue to Siemens Energy a proper VAT invoice in the form and within the time limits as required by the applicable tax laws and/or regulations in force at the time of issuing the invoices. All VAT amounts shall be duly reported and paid to the competent tax authorities by the Supplier or, where a reverse charge applies, by Siemens Energy, as required by applicable tax laws and/or regulations. Should Siemens Energy be eligible for a refund of VAT imposed under the applicable tax laws and/or regulations of Supplier's country, the Supplier shall use all reasonable efforts to support Siemens Energy in obtaining the aforementioned VAT refund from the tax authorities.

31.8 If and to the extent required by applicable tax laws and/or regulations, Siemens Energy shall, (i) deduct withholding tax from the payments to the Supplier and duly pay it to the competent tax authorities as required by applicable tax laws and/or regulations and (ii) send the official tax receipt to the Supplier, evidencing duly payment of such taxes. It is Supplier's responsibility to apply for a tax refund or tax reduction with the competent tax authorities under an applicable double taxation agreement.

31.9 Subject to the above sections, each party shall be responsible for and bear any and all other taxes, duties, charges, or other fees imposed by law on, or otherwise (in accordance with the applicable local law) for the account of such party.

31.10 All invoices issued pursuant to the Agreement shall comply with applicable tax laws and/or regulations.

32. CHOICE OF LAW

32.1 The Agreement shall be governed by and interpreted in accordance with the laws of Norway but not its conflict of laws rules.

33. DISPUTES

33.1 The Parties shall attempt, in good faith, to settle all disputes amicably.

33.2 Unless otherwise agreed, all disputes arising in connection with or as a result of the Agreement which are not settled amicably shall be finally settled in the ordinary courts with Oslo tingrett/District Court as legal venue.

34. No Re-export to Russia

34.1 Siemens Energy hereby prohibits Supplier to, and Supplier agrees not to, re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or

exported by Siemens Energy to the Supplier under this Agreement.

34.2 Siemens Energy shall be entitled to terminate this Agreement by written notice in the event of a breach by Supplier of the obligation pursuant to Article 34.1 of this Agreement. Upon termination, Supplier shall pay to Siemens Energy all costs and damages incurred by Siemens Energy from such termination. In any case, Supplier shall pay Siemens Energy liquidated damages in the amount of 20% of the Agreement Price.

34.3 Notwithstanding the provision in Article 34.2, Supplier shall indemnify and hold harmless Siemens Energy in full from and against any claim, proceeding, action, fine, loss, cost, and damage asserted by public authorities or other third parties against Siemens Energy arising out of or relating to a breach by Supplier of the obligation under Article 34.1 of this Agreement, and Supplier shall compensate Siemens Energy for all losses and expenses incurred resulting therefrom.

Annex No. 1

Siemens Energy's Basic Cybersecurity Requirements

Scope and Applicability

In addition to the duties and obligations of the Parties identified and described in the Agreement, the Parties agree that the following cybersecurity requirements ("**Annex 1**") shall apply to Supplier's provision of the Supply to Siemens Energy ("**Customer**") under the terms of the Agreement.

1. Supplier must have an information security system in accordance with best industry practice, ISO/IEC 27001, and if applicable, IEC 62443 and/or NIST Secure Software Development Framework (**SSDF**) ("**NIST SSDF**"), to ensure continuous information security in relation to all aspects of the products and services provided to Customer by Supplier ("the Supply", including by taking appropriate technical and organizational measures to ensure the confidentiality, authenticity, integrity and availability of Supplier's information system.
2. Supplier must have and enforce a process regarding the screening of job applicants in accordance with applicable law.
3. Supplier must implement appropriate standards, processes and methods to:
 - a. ensure support and repair services, updates and upgrades are provided to Customer in a timely manner throughout the reasonable lifetime of the Supply provided by Supplier to Customer; and
 - b. prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the Supply Supplier provides to Customer which must be consistent with best industry practice, ISO/IEC 27001, and if applicable, IEC 62443 and/or NIST SSDF as well as any other international standards.
4. As of the date of delivery of the Supply provided by Supplier to Customer:
 - a. Supplier must identify to Customer in a software bill of materials ("**SBOM**") all software, including all third-party software components contained in the Supply ; and
 - b. ensure third-party software must be up-to-date or capable of being fully updated to ensure functionality and security of such software.
5. Supplier must grant to Customer the right, but Customer is not obliged to, test or have tested the Supply provided by Supplier to Customer in relation to malicious code and vulnerabilities at any time and must adequately support Customer in such testing.
6. Supplier must provide Customer a contact for all information security related issues and such contact must be available during business hours.
7. Supplier must report to Customer all relevant information of security incidents occurred or suspected, discovered in Supplier's information system and the Supply, if and to the extent Customer is or is likely to be materially affected within 24 hours of Supplier identifying such incident and such report must be sent to cert@siemens-energy.com and cybertprm@siemens-energy.com.
8. In relation to the security incidents referred to in clause 7 of this Annex, Supplier must:
 - a. inform Customer of all relevant information regarding such incidents, including exploited vulnerabilities that resulted in the security incidents;
 - b. fully cooperate with Customer in the investigation of such incidents; and
 - c. assist and cooperate with Customer concerning any legal requirements, including notifications or disclosures to affected persons and/or government authorities.
9. Supplier must take appropriate measures to achieve that its subcontractors and suppliers, within a reasonable time, are bound by obligations similar to the provisions of this Annex 1.
10. Upon Customer's request, Supplier must provide written evidence of its compliance with this Annex including (if applicable) generally accepted audit reports, including SSAE-16 or SOC 2 Type II.
11. If Supplier develops software, Supplier must comply with secure software development methods at a minimum by adhering to state-of-the-art secure coding standards and guidelines (e.g., current OWASP standards, SAFECode's Fundamental Practices for Secure Software Development, IEC 62443 and/or NIST SSDF or other similar standards).
12. Customer has the right to assess Supplier's compliance with this Annex.
13. If applicable, Supplier must encrypt Customer's confidential data obtained as result of Supplier's performance under the Agreement while such data is under Supplier's care, custody or control.
14. Supplier must provide necessary attestations of the Supply Supplier provides to Customer to confirm compliance with international standards and secure software development best practices.
15. At the end of the business relations and to the extent applicable, Supplier must:

- a. securely destroy hard copy materials;
 - b. securely sanitize and dispose electronic media with Customer data in accordance with NIST Special Publication 800-88, and
 - c. remove all access to any Customer application or information system.
16. If the Supply provided by Supplier to Customer uses artificial intelligence systems, Supplier must ensure that such systems have been and must be designed, developed and used in accordance with applicable laws, regulations as well as Customer's processes and best industry practice with the effect that such systems have appropriate level of accuracy, transparency, reliability, robustness, safety, fairness, human agency or oversight and cybersecurity throughout its lifecycle.