

FLUX GROUP AS

(reg. no.: 913 192 249)

GENERAL TERMS AND CONDITIONS FOR SALE

1. FIELD OF APPLICATION

The following General Terms shall apply for all orders issued by the Purchaser to the Supplier unless otherwise specifically agreed. The General Terms shall also apply for future business transactions conducted between any member of the Flux Group and the Purchaser, even if they are not referred to or enclosed in the individual future case(s).

2. DEFINITIONS

"Consequential Loss" means all consequential and indirect loss under Norwegian law, as well as loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit, in each case whether direct or indirect, and whether or not foreseeable at the effective date of the Purchase Order.

"Flux Group" means Flux Group AS and any companies directly or indirectly controlled by Flux Group AS at any time and the employees and directors of the aforementioned companies.

"General Terms" means these general terms and conditions for sale forming an integral part of the Purchase Order to which it relates.

"Goods" means materials, equipment, documentation and other goods to be delivered by the Supplier to the Purchaser pursuant to a Purchase Order.

"Price" means the total price of a Purchase Order, as originally set out or later amended.

"Purchase Order" means any order issued by the Purchaser for Goods or Services to be delivered by the Supplier to the Purchaser.

"Purchaser" means the legal entity purchasing Goods and Services from the Supplier pursuant to a Purchase Order.

"Purchaser Group" means the Purchaser and any companies directly or indirectly controlled by the Purchaser at any time, Purchaser's other contractors and their subcontractors and the employees and directors of the aforementioned companies and others whose services are used by the Purchaser.

"Services" means services to be provided by FG to the Purchaser pursuant to a Purchase Order.

"Supplier" means the member of the Flux Group set out as supplier in the Purchase Order.

3. OFFER, ORDER AND ORDER CONFIRMATION

All offers and cost estimates of the Supplier shall be free of charge and without obligation for the Purchaser.

Purchase Orders shall be issued by the Purchaser.

The Supplier shall confirm the Purchase Order within 8 business days as of receipt. Attached to the said order confirmation the General Terms shall follow, or a reference shall be made therein to where the General Terms may be found.

If an order confirmation should diverge from the contents of the preceding Purchase Order from the Purchaser, or if the Supplier fails to confirm the Purchase Order in accordance with the preceding paragraph, then the Purchaser shall be bound and committed only if the Purchaser agrees to the deviation or the delayed confirmation in writing.

4. DELIVERY

Unless otherwise set forth in the relevant Purchase Order, delivery shall be made EXW (Ex Works) in accordance with INCOTERMS 2000 (or any order substituting them) at the time and place set out in the Purchase Order.

The Goods shall be delivered properly packed and marked in accordance with the requirements in the Purchase Order.

5. VARIATIONS

The Purchaser has the right to order variations in quality, quantity or time of delivery of the Goods and Services, provided that such variations do not exceed what the parties could reasonably expect when the Purchase Order was executed by the Purchaser.

Variations shall be requested by the Purchaser in writing. The Supplier shall within 10 business days by written notice confirm any effects on the Price, time of delivery and technical specifications. All adjustments in the Price shall correspond with the pricing method and principles applied for the rest of the Purchase Order.

The final variation shall be approved by the Purchaser in writing.

6. TERMS OF PAYMENT

Subject to any deviating payment milestones set out in the Purchase Order, the Purchaser shall pay all invoices within [60] days after receipt of correct invoice.

The Supplier is entitled to interest on overdue payments calculated in accordance with the applicable rate pursuant to the Norwegian act regarding interest on overdue payments, (act no. 100/1976). In case of late payments, the Supplier may, after having notified the Purchaser in writing, suspend its performance under the Purchase Order and withhold the Goods until it receives payment. If the Purchaser has not paid the amount due within three months, the Supplier may terminate the Purchase Order by written notice to the Purchaser.

All prices are exclusive of value added taxes (VAT) unless otherwise specified in the Purchase Order.

7. DEFECTS AND GUARANTEES

The Supplier guarantees, for a period of 12 months following the date when the Goods delivered, that the Goods and Services conform to the specifications in the Purchase Order, and that engineering performed by the Supplier is suitable for its stated intended purpose and that the Goods are free of fault in material, workmanship, design and function.

The Purchaser shall examine the Goods upon delivery. If any defects are found, the Purchaser shall notify the Supplier thereof in writing immediately thereafter.

If the Goods are found to be defective during the guarantee period, the Supplier shall within reasonable time remedy the defects. The Supplier may alternatively choose to make new and substituting delivery of the Goods.

Any replaced/repared/redelivered parts of the Goods shall be guaranteed by the Supplier for a renewed period with the same duration as the original guarantee.

The Supplier's total cumulative liability for defects and warranties shall in no event exceed a value of 15 % of the Price.

The rights and remedies set out in Section 7 and 9 represent the sole remedies available to the Purchaser in the events of defects to the Goods and the Services.

8. DELAY BY THE SUPPLIER

If delivery of the Goods or Services has not taken place within 10 business days after the time of delivery set out in the Purchase Order, the Purchaser has the right to liquidated damages in an amount equal to 0.1 % of the Price per week until delivery occurs. In case of a partial delay, the liquidated damages shall only be calculated on the part of the delivery which is delayed. The Supplier's cumulative liability for liquidated damages is limited to 5 % of the Price, and represents the sole remedy available to the Purchaser in the events of delay.

9. TERMINATION DUE TO DEFAULT BY THE SUPPLIER

The Purchaser has the right to terminate the Purchase Order with immediate effect by giving written notice to the Supplier, if (i) the Supplier becomes insolvent, or (ii) the Supplier is in material breach of its obligations hereunder and fails to remedy the breach within 30 days of the written notice.

10. INTELLECTUAL PROPERTY RIGHTS

Drawings, specifications, data-discs and other information or documentation provided by the Supplier to the Purchaser shall remain the property of the Supplier and shall not be disclosed to any third party without the Supplier's prior written approval.

11. FORCE MAJEURE

Neither of the parties shall be considered to be in default in performance of its obligations under the Purchase Order to the extent such performance has been prevented by an event which is considered as a qualified force majeure event under general principles of Norwegian contract law.

12. INDEMNITY, LIABILITY

The Purchaser shall indemnify and hold the Supplier Group harmless from and against all loss or damage to the Flux Group's property and injury to or death of their respective personnel that may arise in connection with the Purchase Order, and the Supplier shall indemnify and hold the Flux Group harmless from and against all loss or damage to the Supplier Group's property and injury to or death of their respective personnel that may arise in connection with the Purchase Order. This shall apply irrespective of how the loss or damage is caused.

The Supplier shall not in any event be liable for any Consequential Loss of the Flux Group, and the Purchase shall not in any event be liable for any Consequential Loss of the Supplier Group.

Notwithstanding any provision in these General Terms or the Purchase Order, the Supplier's cumulative and maximum aggregate liability to the Purchaser arising out of or relating to or in connection with any the supply of Goods or Services, whether so arising by virtue of termination, breach of contract, negligence, strict liability or otherwise at law, shall be limited to an amount equivalent to 25 % of the relevant Price. The Purchaser shall be responsible for, and undertakes to save, defend, indemnify and hold harmless Flux Group from and against all claims to the extent to which they shall exceed the said maximum aggregate liability cap.

13. TITLE TO THE GOODS. RISK

Title to the Goods and Services shall pass to the Purchaser when the Price has been paid in full. The Supplier retains in respect of the Goods any right of security for unpaid purchases as applying under Section 3-14 et seq. of the Norwegian Mortgages and Pledges Act (act no. 2/1980).

Risk of loss of or damages to the Goods shall pass upon delivery.

14. CONFIDENTIALITY

All of the Supplier's professional secrets and all other descriptions, procedures, models, and similar, which the Purchaser has received from the Supplier in connection with the delivery of Goods or Services shall be regarded as confidential information. Such information must not be duplicated or used for other purposes than the performance of the delivery.

Neither party may disclose information about the signing, termination or content of contracts between the parties without the prior written consent from the other party.

15. GOVERNING LAW AND DISPUTES

The Purchase Order shall be governed by and construed in accordance with the laws of Norway.

Any disputes that may arise from the Purchase Order where the Purchaser is an EU registered entity or EU citizen, shall be subject to the exclusive jurisdiction of the Norwegian courts with Stavanger city court as agreed venue. In the event the Purchaser is a non-EU registered entity or a citizen of a non-EU state, any disputes that may arise from the Purchase Order shall be subject to arbitration in Stavanger in accordance with the Norwegian Arbitration Act.