

## 1. Applicability

These General Terms and Conditions (**GTC**) apply to all product deliveries from EIDEL AS ("**Supplier**") to its contracting party ("**Customer**"), unless otherwise explicitly agreed in writing.

## 2. Definitions

"**Contract**" means the written agreement, including these GTC and referenced appendices.

"**Work**" means all deliverables, products and related obligations under the Contract.

"**Specifications**" refers to all technical and functional requirements.

"**ATP**" means Acceptance Test Procedure (test plan for verifying deliverables), as determined by context.

"**Incoterms**" means ICC Incoterms 2020, as agreed between the Parties.

## 3. Purchase Order and Formation

3.1 A contract shall be formed when the Supplier issues a written Order Confirmation following receipt of a Customer Purchase Order.

3.2 Deviations or amendments must be clearly noted in the confirmation. Silence shall not be deemed acceptance.

3.3 All communication must be directed through designated representatives.

## 4. Scope and Performance of Work

4.1 The Supplier shall deliver in accordance with:

- the agreed Specifications
- any agreed Delivery Schedule
- the relevant and explicitly agreed industry standards, and applicable legal requirements

4.2 The Supplier shall inform the Customer without delay of any risk of delay or material shortage.

## 5. Delivery and Risk

5.1 Unless otherwise agreed in writing, delivery shall be made according to DAP (Delivered at Place), Incoterms 2020. The cost of delivery is included in the total price but shall be identified as a separate line on the invoice. DPU or DDP terms may apply if explicitly agreed in writing between the Parties.

5.2 Title and risk pass:

- Upon physical delivery at the named place (default), or
- Upon written ATP approval, if such procedure is agreed.

5.3 If the Supplier is delayed beyond the agreed Delivery Schedule and the delay is not excused by force majeure or the Customer's act or omission, the Suppliers' maximum liability for liquidated damages shall not exceed 0.1% of the contract value per day of delay, up to a maximum of 10%.

## 6. Acceptance

6.1 If ATP is agreed, formal written approval is required for acceptance.

## EIDEL General Terms and Conditions

6.2 If no ATP is agreed, the Work shall be deemed accepted unless rejected in writing within 10 business days after delivery.

6.3 Use or payment does not constitute acceptance.

### **7. Warranty**

7.1 The Supplier warrants that the Work is free from defects for 12 months from delivery (or ATP if applicable). For embedded software, the warranty includes error correction.

7.2 The Supplier shall, at its own cost and within a reasonable time, use commercially reasonable efforts to remedy any defect in the Work identified during the warranty period, through repair, replacement, or another mutually agreed solution.

7.3 Warranty claims must be made in writing within 30 days of defect discovery.

### **8. Price and Payment**

8.1 Prices are firm and exclude VAT unless otherwise agreed.

8.2 Payment is due within 30 days of invoice date.

8.3 The Customer may not withhold payment except for amounts subject to a bona fide dispute.

### **9. Price Adjustment (Options)**

9.1 Prices may be adjusted annually according to Norwegian KPI, as published by Statistics Norway (SSB), using the index value from the month of contract signature as the base.

### **10. Changes**

10.1 The Customer may request changes to the Work. The Supplier shall be entitled to an equitable adjustment in price and/or schedule.

10.2 All changes must be agreed in writing.

### **11. Intellectual Property**

11.1 Supplier retains full ownership of all Intellectual Property.

11.2 Customer is granted a non-exclusive, royalty-free right to use the Work.

11.3 No transfer of Foreground IP unless explicitly agreed.

11.4 The Customer shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decode, analyze, replicate, or otherwise attempt to derive or access the underlying structure, source code, or design of any part of the Work without the prior written consent of the Supplier. This restriction shall survive termination or expiry of the Contract and shall apply irrespective of the purpose or method of attempted access.

### **12. Tools and Customer Property**

12.1 Any tools or models funded by the Customer remain Customer property.

12.2 Customer-provided equipment must be clearly marked and handled with due care.

### **13. Export Control and Security Compliance**

13.1 The Parties shall comply with Norwegian Security Act, Defense Security Act, and relevant export control regulations (including ITAR/EAR).

13.2 The Customer shall not re-export any controlled items without proper authorization.

### **14. Confidentiality**

14.1 Confidential information shall not be disclosed for 5 years after contract expiry.

14.2 This obligation survives contract termination.

### **15. Audit Rights**

15.1 Upon prior notice, the Parties may conduct audits during normal working hours related to contract performance and documentation.

### **16. Environmental and Ethical Compliance**

16.1 The Parties shall comply with applicable environmental legislation.

16.2 The Supplier shall maintain ethical standards and be able to document them upon request.

### **17. Liability**

17.1 Neither Party shall be liable for indirect or consequential damages.

17.2 Total liability is capped at the contract value, except in cases of gross negligence or willful misconduct.

### **18. Termination**

18.1 Either Party may terminate for material breach with written notice.

18.2 The Customer may terminate for convenience with 30 days' notice. The Supplier shall be entitled to payment for work performed, unavoidable costs, and a reasonable margin reflecting lost profit on the terminated part of the Work.

18.3 Neither Party shall be liable for failure or delay caused by Force Majeure events beyond their reasonable control. The affected Party shall notify the other Party promptly.

### **19. Governing Law and Disputes**

19.1 The Contract is governed by Norwegian law.

19.2 All disputes shall be subject to the exclusive jurisdiction of Oslo District Court (Oslo tingrett).

### **20. Assignment**

20.1 Neither Party may assign or transfer any of its rights or obligations under this Contract without the prior written consent of the other Party, except to an affiliate or in connection with a merger or sale of business.

## **21. Appendices**

The following appendices may apply:

- Appendix A: Technical Specification
- Appendix B: Pricing and Payment
- Appendix C: Delivery Schedule
- Appendix D: Change Log
- Appendix E: ATP Criteria (if applicable)