

1. Introduction

1.1 These standard terms for purchase of Goods and Services (“the Standard Purchasing Terms”) apply, unless otherwise agreed upon in writing, to all the Customer’s purchases of Goods and/or Services.

1.2 Conditions in the Standard Purchasing Terms that only apply to either Goods or Services are only applicable if covered by the Agreement.

2. Definitions

The Work: defined as all work to be performed by the Supplier or work the Supplier shall ensure is performed, according to the Agreement and the individual Order. “The Work” is an all-inclusive term to cover the Supplier’s obligations pursuant to the Agreement. The term covers not only physical work (Services) but also Goods.

The Agreement: defined as the Agreement Document with any attachments, these Standard Purchasing Terms and the Orders issued that are covered by the Agreement.

The Agreement Document: defined as the agreement document signed by the parties.

Order: defined as the document or electronic order issued by the Customer for performance of or delivery of the Work.

Variations: defined as the right the Customer has to order the Supplier to change the Work in accordance with article 11 Variations.

Force Majeure: defined as an incident that the parties could not reasonably foresee when signing the Agreement, that is outside of their control, the impact of which they could not reasonably be expected to prevent or overcome, and which prevents timely execution of the Work.

The Customer: defined as the Lerøy company specified in the Agreement and other Lerøy companies covered by the Agreement.

The Customer Group: defined as the Customer, the Customer’s parent company and subsidiaries, the Customer’s associated companies, the Customer’s suppliers, its sub suppliers, and personnel and owners associated with companies mentioned in this definition.

The Supplier: defined as the supplier specified in the Agreement.

The Supplier Group: defined as the Supplier, the Supplier’s associated companies, the Supplier’s sub suppliers, and personnel associated with companies mentioned in this definition.

The System: defined as a compilation of software and/or associated equipment and/or services into a whole.

Services: defined as all services to be performed in accordance with the Agreement.

Third Party: defined as all others than members of the Supplier Group or the Customer Group.

Sub supplier: defined as anyone who has entered into an agreement with the Supplier for delivery of a part of the Work.

Goods: defined as all physical objects, including, but not limited to, equipment, materials, articles, products etc. to be delivered in accordance with the Agreement.

3. Document priority

3.1 In the event of a conflict between the provisions of the Agreement, the documents shall have the following priority:

- a) The Agreement Document
- b) The Standard Purchasing Terms
- c) other attachments to the Agreement Document, in listed order
- d) Order

4. Order

4.1 If the Agreement is a framework agreement that requires separate Orders, the Supplier shall not commence the Work until an Order has been issued. An Order shall as minimum specify Goods and/or Services, volume/number, time and place for delivery and prices. The Supplier shall always return an order confirmation, within three working days after receiving an Order.

4.2 If the Supplier notices faults or errors in the Order or its attachments, it shall, without undue delay, notify the Customer of this.

5. The Supplier’s general obligations

5.1 The Supplier shall at all times comply with laws, regulations, guidelines, and standards relevant to the Agreement. The Supplier shall possess all approvals and permits required to meet the requirements of the Agreement and shall present documentation of this, if requested by the Customer.

5.2 The Customer shall never be considered as the employer of the Supplier’s personnel.

5.3 When Work is performed at the Customer’s premises, the Supplier shall comply with all statutory requirements and risk assessments. Furthermore, the Supplier shall comply with the Customer’s requirements and regulations, including the internal control system. The Supplier shall focus in particular on safety, confidentiality and working routines. The Customer shall inform the Supplier of such requirements and regulations.

5.4 The Supplier shall, at its own expense, immediately replace personnel who, in the Customer’s opinion, behaves in a reprehensible manner or do not have sufficient competence.

6. Sub suppliers

6.1 Sub suppliers shall only be used to carry out Services once they have been pre-approved in writing by the Customer.

6.2 The Supplier is responsible for all sub deliveries.

7. Delivery

7.1 Right of ownership and risk for the Goods are transferred on delivery. Goods shall be delivered free from encumbrances.

7.2 Delivery is considered to have taken place when the Work is either completed or is delivered to the Customer (“the Delivery”). If the Supplier shall carry out installation, assembly

or testing, the Delivery has not taken place until the Customer has approved the Work in writing, in accordance with Article 9. Installation, assembly, and testing.

7.3 If requirements in laws or regulations change after the conclusion of the Agreement, the Work shall be altered to comply with the new requirements. The parties are entitled to have the prices adjusted for price increases or savings that such alterations entail.

7.4 Goods must be delivered packed and labelled so that they are not damaged by transport or intermediate storage. The labelling shall clearly state the contents of the shipment, and the Goods shall always be accompanied by a delivery note.

7.5 Goods and Services shall be delivered to the address and at the time specified in the Agreement or in the Order. Unless otherwise agreed, the Delivery shall take place DDP INCOTERMS, latest version. The Supplier is responsible for documentation for import and export of Goods.

7.6 All relevant documentation, such as user manuals, maintenance manuals, instructions, product data sheets, drawings, certificates, data sheets, photos, video etc., shall be enclosed and form a part of the Delivery, even if not specified in the Order. All documentation related to the Delivery shall be archived electronically by the Supplier and be available to the Customer at all times, for minimum 10 years after the Delivery. The documentation shall have a high quality, be easily legible and in Norwegian language, unless an alternative language has been agreed.

8. Goods receipt

8.1 The Customer shall inspect all Goods within reasonable time after receipt. Any nonconformances or visible damages shall, as far as possible, be marked on the delivery note or bill of lading and shall be reported to the Supplier.

8.2 Nonconformances not discovered during the goods receipt control, does not deprive the Customer of its right to invoke nonconformances discovered at a later stage.

9. Installation, assembly and testing

9.1 The Supplier shall carry out installation, assembly, and testing, if this is natural and in accordance with the Agreement. Unless otherwise agreed, the prices stated in the Agreement shall include the costs of this.

9.2 Well in advance before start-up of installation, assembly and testing, The Supplier shall prepare a plan for execution, clearly stating whether the Customer has to perform any Work.

10. Delays

10.1 A delay exists if the Work has not been completed and/or has been delivered at the agreed time and the delay is not due to the Customer. In the event of a delay, the Supplier shall immediately notify the Customer of when the Delivery can take place. The Supplier is liable for its own costs incurred to limit the delay.

10.2 If the Work is delayed and the Supplier is not able to deliver, the Customer is entitled to use a different supplier at the Supplier's expense.

10.3 The Customer is entitled to charge liquidated damages of 0.5 % of the price for the part of the Work that is delayed per

calendar day. The maximum liquidated damages are 15 %. If the Customer demands liquidated damages, this shall be the sole financial compensation to the Customer for the delay, but the Customer can instead claim compensation for its documented loss due to the delay.

11. Variations

11.1 The Customer is entitled to demand changes of the Work, Variations. Variations can consist of an increase or reduction in the scope of Work, character, quality, nature, design, execution, or progress of the Work. The Customer is not entitled to demand changes beyond what the parties could reasonably take into consideration upon entering into the Agreement.

11.2 Variations shall be formalized in writing between the parties. The prices for Variations shall reflect the price level in the original Order.

11.3 The Supplier shall, without undue delay, estimate whether a Variation will impact the price and/or delivery time, and send this information to the Customer. If the Supplier does not send such an estimate, the Supplier has confirmed that the Variation does not entail neither an increase in price nor a delay.

11.4 The Supplier shall implement Variations without undue delay, even if the parties have not agreed the impact on price or delivery time. If the parties disagree on the price impact of variations, the Customer shall pay the amounts that are not disputed. Variations due to the Supplier shall not entail a price increase or negatively affect the delivery date for the Customer.

12. Defects and guarantees

12.1 A defect is present if the Work on the Delivery does not comply with the specifications, requirements on character, volume, quality, packaging, and transport stated in the Agreement, and the Work does not meet the purposes for which such Work is normally utilised. A defect is also present if the Work is not suitable for specific purposes of which the Supplier was aware of or should have been aware of. The same applies if the Work does not have the properties that the Supplier, when providing a guarantee, sample, or other agreement, has committed to be responsible for, prior to, during or after the Agreement was concluded. A defect is furthermore present if the Supplier is in breach of its duty of disclosure.

12.2 The Supplier guarantees that the Work is executed and delivered in a professional and skilled manner and in accordance with the Agreement.

12.3 The guarantee is valid for 24 months. The guarantee period starts when the Customer has accepted and approved the Work in accordance with Article 8. Goods receipt and Article 9. Installation, assembly and testing.

12.4 During the guarantee period, the Supplier is responsible for rectifying all defects. The Customer is entitled to make claims on the guarantees issued by Sub suppliers to the Supplier.

12.5 If the Supplier has carried out rectifications during the guarantee period, a new original guarantee period shall apply

for the rectified parts of the Work, starting from the date the rectifications were completed.

12.6 If a defect exists, it shall be rectified without undue delay and at the Supplier's expense. The Supplier shall notify the Customer of the measures it plans to perform and the date of the rectification work.

12.7 If the Supplier is not able to rectify a defect within a reasonable time after it was reported, the Customer is entitled to rectify the defect itself or allow a Third Party to do it. In such an event, the Supplier shall pay the costs of the rectification work.

12.8 If the rectification work at the Customer's choice is carried out by others than the Supplier, the Supplier is not responsible for the result of the rectification work.

12.9 The Customer may claim compensation for economic loss caused by a defect, including, but not limited to: costs relating to access, costs incurred to ascertain the defect, costs for rectification of the defect and costs incurred to purchase replacement goods.

12.10 The Customer is entitled to terminate the Agreement if one or several defects together constitute a material breach of contract.

13. Payment and invoicing

13.1 The prices in the Agreement are fixed and shall only be adjusted if this is stated in the Agreement. All the prices are stated in Norwegian kroner and are exclusive of VAT, unless otherwise specified. All the costs for the supply are included in the prices. Any cost elements that are not explicitly priced are included in the price stated.

13.2 Invoices shall be specified so the Customer can check the invoice and relevant documentation shall be attached. Furthermore, invoices shall refer to orderer's name, location number and location name, if relevant, and be in EHF-format.

13.3 The Customer shall make payment 45 days after receiving the Work and receipt of a correct and complete invoice. When making payment, the Customer may deduct the following:

- a) any previous on-account and advance payments to the Supplier associated with the invoice in question,
- b) those parts of the invoice amount that are not sufficiently documented or in any other way disputed. In order to make such deductions, the Customer must specify at the latest on payment which elements are not sufficiently documented, or which elements are disputed, and
- c) all outstanding amounts at the Supplier related to the Agreement, including liquidated damages.

13.4 If payment is overdue, the Customer shall pay interest on overdue payments according to the Norwegian act Interest on Overdue Payments etc., LOV-1976-12-17-100 ("forsinkelsesrenteloven"). Payment is not considered overdue if deductions are made in accordance with Article 13.3, even if it subsequently emerges that the Customer shall pay the amount deducted.

13.5 If the Supplier has to issue a bank guarantee, the Customer is not obliged to make payment until the bank guarantee has been received.

14. Audit

14.1 The Customer is entitled to audit the Supplier and Sub suppliers in relation to all matters covered by the Agreement. The Customer shall send a notification of the upcoming audit at the latest ten days in advance. The party to be audited shall provide the auditor with access to all facilities and shall provide assistance during the audit.

14.2 The right to carry out audits applies for up to two years after expiry of the Agreement.

14.3 If an audit uncovers non-conformities, these shall be rectified consecutively. The party being audited is responsible for its own costs related to the audit.

15. Indemnification

15.1 The Supplier shall indemnify the Customer Group against any claims relating to:

- a) personal injury or loss of human life among the Supplier Group's employees, and
- b) loss of or damage to property belonging to the Supplier Group,

that may occur in connection with the Agreement. This applies irrespective of liability-inducing factors of any kind on the part of the Customer Group.

15.2 The Supplier shall ensure that other companies in the Supplier Group waive their right to make claims covered by Article 15.1.

15.3 The Supplier shall indemnify the Customer Group for claims incurred due to infringement of patent rights or other intellectual property rights related to the Work.

16. Insurances

16.1 The Supplier shall take out and maintain, at its own expense, the following insurance policies:

- a) Insurance covering the liability described in Article 15. Indemnification.
- b) Liability insurance covering the Supplier's liability for property damage and personal injury. The insurance amount shall be minimum 150 G (G is the National Insurance Scheme's basic amount) per damage and per injury.
- c) Personal insurance to cover losses related to illness, injuries, or fatal accidents among the Supplier Group to the extent this is required according to Norwegian law.
- d) Liability insurance for motor vehicles, machinery, drones, and vessels. The insurances shall benefit both the user and owner.
- e) Insurance for all Work the Supplier Group performs in accordance with the Agreement.

16.2 The insurance shall enter into force at the time the Work starts and shall not expire until final delivery has taken place, or the Agreement has expired.

16.3 On request, the Supplier shall present copies of the relevant insurance policies or certificates, including expiry date.

17. Termination

17.1 After a written notification to the Supplier, the Customer is entitled to terminate the Agreement and/or an Order with immediate effect if the Supplier has committed a material breach of contract.

17.2 The Customer may claim compensation for any economic loss incurred as a result of the Supplier's material breach of contract.

18. Force Majeure

18.1 Neither of the parties shall be considered to be in breach of an obligation according to the Agreement if it can be established that the breach is due to Force Majeure.

18.2 The party claiming Force Majeure shall, as soon as possible, notify the other party of the Force Majeure situation and describe any consequences and actions to be taken.

18.3 Each party shall cover their own costs due to a Force Majeure situation.

18.4 If the Force Majeure situation lasts more than six months, both parties may cancel the Agreement with a written notice of sixty days.

19. Intellectual property rights

19.1 Commercial and technical information, including drawings, documents, and computer programs, irrespective of how they are stored, and copies of the above, which the Customer has made available to the Supplier, shall remain the property of the Customer. The same applies to information developed by the Supplier based on information provided by the Customer. Inventions made by the Supplier based on the above-mentioned information are the property of the Customer.

19.2 The Supplier shall notify the Customer of such inventions that are the property of the Customer. The Supplier shall provide the Customer with the assistance required so that the Customer can patent the inventions, if desired.

19.3 The Supplier shall not make use of information and inventions mentioned in this Article 19. Intellectual property rights to purposes other than fulfilment of the Work. All documentation, all computer programs and all copies shall be returned to the Customer when the Agreement expires.

19.4 The Supplier guarantees that its execution of the Work and the Customer's use of the Work, shall not result in any breach of intellectual property rights.

19.5 The Customer shall be the owner of all data that is produced under the Agreement.

20. System requirements

20.1 The System must have open and standardized interfaces for exchange of data.

20.2 The System must be delivered as a cloud service that is integrated with Azure Active Directory.

20.3 The System must log all changes, configurations and import and export of data, and can be tracked at user level. Changes to the System must follow the process in accordance with industry standard and implementation must be coordinated with the Customer.

20.4 The System must have documented system architecture at concept and technical level and highlight dependencies between modules and functionality.

20.5 The System must have documented development methods.

20.6 The System must have good and documented information security and safeguard privacy, e.g., requirements for security testing, both during development and when the System is in use. The Customer has the right to access the results of security testing.

21. Confidentiality

21.1 All information shared between the parties shall be kept confidential. The Customer may share such information in Lerøy Seafood Group.

21.2 The parties shall not publish information related to the Agreement unless the opposite party has preapproved such publication in writing.

22. Supplier Code of Conduct

22.1 Lerøy Seafood Group requires that the Supplier and Sub suppliers fully complies with its Supplier Code of Conduct. The Conduct can be downloaded here:

<https://www.leroyseafood.com/globalassets/leroy-seafood/contact-us/supplier/supplier-code-of-conduct-lsg-2023.pdf>

22.2 Any violations of the Supplier Code of Conduct represent grounds for termination of the Agreement with immediate effect.

23. Minimum wage and working conditions

23.1 The Supplier must ensure that the employees' wage and working conditions are satisfactory in accordance with laws, regulations and normally accepted industry standards. If the Work in the Agreement is the subject of a generalized collective agreement according to the General Application Act, the employees must at least have the pay and working conditions that this entails. Upon request, the Supplier must provide documentation on the wage and working conditions of its employees and employees of sub suppliers.

23.2 Agreements between the Supplier and sub suppliers must contain a provision similar to the one above.

24. Health, Safety and the Environment (HSE)

24.1 The Supplier Group's personnel shall have a safe and healthy working environment. The Supplier and Sub suppliers

shall take all necessary actions to prevent and minimise accidents and health related injuries at the workplace.

24.2 The Supplier Group's personnel shall have regular and documented health and safety training, including training for new employees.

25. Transfer of the Agreement etc.

25.1 The Supplier is not entitled to neither pledge nor transfer the Agreement to a Third Party unless the Customer has preapproved in writing. Such approval shall not be withheld without reasonable grounds.

25.2 The Customer may pledge and transfer the Agreement, or parts thereof, to a Third Party.

26. Additions or amendments to the Agreement

26.1 Additions to or changes of the Agreement shall take place in the form of a written amendment between the parties.

27. Norwegian law

27.1 This Agreement is governed by and shall be interpreted according to Norwegian law.

28. Disputes

28.1 The parties shall seek to achieve an amicable settlement for disputes which may arise in connection with the agreement.

28.2 If an amicable settlement is not reached, the legal venue is Hordaland district court. Until such disputes have been resolved, the Supplier shall continue to fulfil the Agreement if required by the Customer.
