

GENERAL TERMS

1. APPLICABILITY

These General Terms and Conditions of Contract ("Conditions") apply to the exclusion of any other general terms and conditions, to any Contract for the supply of goods and services, as defined below, between Lean Marine Sweden AB or any authorized company thereof ("Supplier") and any customer ("Buyer"). Supplier and Buyer are singularly referred to as a "Party" and together referred to as the "Parties". If there is a discrepancy between the Contract and these General Terms, then the Contract prevails.

2. DEFINITIONS

The following terms have the meaning set out below when used in the Conditions of the Contract. Terms defined in these Conditions shall have the same meaning in all documents being part of the Contract, unless the context expressly provides otherwise.

- 2.1 "Buyer" means the legal entity to which the Supplier is providing Equipment, Spare Parts and/or Software under the Contract.
- 2.2 "Buyer's Supplies" means as set forth in Clause 8.1 in these Conditions.
- 2.3 "Clause" or "Clauses" means the numbered paragraphs indicated in these Conditions.
- 2.4 "Conditions" means these general terms and conditions for products and services, as amended from time to time.
- 2.5 "Contract" means an agreement for the Supply and/or Services concluded between the Parties or an acknowledgement or confirmation of order, together with appendices, and including these Conditions
- 2.6 "Contract Price" means the total of the amounts due from the Buyer to the Supplier including adjustments (if any) under the Contract.
- 2.7 "Customer's Data" means data or other information that the Customer, or another party on the Customer's or a user's behalf, puts at the Supplier's disposal as well as the result of the Supplier's data processing.
- 2.8 "Delivery" means the delivery of Equipment or Spare Parts pursuant to the Contract.
- 2.9 "Equipment" means and includes any goods, items, documentation and certificates to be delivered by the Supplier pursuant to the Contract.
- 2.10 "Intellectual Property Rights" means all current and, as applicable, future forms of intellectual property rights in any country or region, including but not limited to patents, utility models, trademarks, copyrights, topography rights, trade names, photographs, designs, computer software, rights in databases, product descriptions and any other intellectual property, whether or not registered or registerable, and including all registrations, applications and licenses therefore, as well as know-how, including inventions, confidential and proprietary industrial or commercial information or techniques in any form and trade secrets, drawings, formula, test results, reports, project reports and testing or manufacturing procedures and methods, instruction and training manuals.
- 2.11 "Lean Marine" or "Lean Marine Company" means any business entity in which Lean Marine Sweden AB holds a controlling proportion of shares.
- 2.12 "Normal Working Time" means working time consisting of forty (40) hours spread over five (5) working days not exceeding eight (8) hours per day.
- 2.13 "Party" means Lean Marine and Buyer, respectively.
- 2.14 "Parties" means Lean Marine and Buyer, collectively.

- 2.15 "Personal Data" shall have the meaning ascribed to it in the applicable Data Protection Legislation (but will, as a minimum include, any and all information that by itself or when combined with other information can be used to identify a specific individual, including but not limited to name, telephone number, address, e-mail address, location data and government-issued identification number).
- 2.16 "Services" means the services or any work that the Supplier has undertaken to perform pursuant to the Contract.
- 2.17 "Software" means any software program and related documentation delivered to or made available for the use of the Buyer as part of the Supply or Services, including software embedded in hardware, installed in Buyer's technical environment or made available by Supplier.
- 2.18 "Spare Parts" means the original spare parts, original, auxiliary and exchange parts and reconditioned spare parts supplied for the Equipment under the Contract.
- 2.19 "Supplier" means the Lean Marine Company providing Equipment, Spare Parts and/or Software to the Buyer under the Contract.
- 2.20 "Supply" means the Equipment, Spare Parts and/or Software collectively to be supplied under the Contract.
- 2.21 "Vessel" means the individual vessel, construction or structure owned by the Buyer or any third party in respect of which any Supply or Services are supplied under the Contract.
- 2.22 "Warranty Period" means as set out in Clause 11.

3. CONTRACT PRICE

- 3.1 The Buyer shall pay for the Supply and/or Services provided by the Supplier at the Contract Price indicated in the Contract. The Contract Price shall be confidential and the Buyer shall not disclose such Contract Price to any unrelated party.
- 3.2 The Contract Price does not include and the Buyer shall bear or reimburse

the Supplier for any taxes, duties or other official charges, including, but not limited to value added tax or any taxes raised on the Supply or Services, custom and import duties or any other charges on the Contract Price or any part thereof.

- 3.3 The Contract Price does not include cost of packaging material for the shipment of the Equipment and shall be reimbursed to the Supplier by the Buyer. The Buyer must advise the Supplier and be responsible for any additional costs of any special requirements for packaging or storage.
- 3.4 If any payment due from the Buyer under the Contract is not received by the Supplier, or if any payment security agreed to be provided or opened is not provided or opened as required by the Contract, without prejudice to the Supplier's rights under the Contract, the Buyer shall pay interest on any amounts due or to be covered by the payment security at the rate of three (3) month's Euro Interbank Offered Rate (EURIBOR) prevailing at the due date plus three (3) percentage units per annum/ pro rata from the date that payment or provision of the payment security is due until the payment is received in full or until the payment security is provided or opened.

4. VARIATION ORDERS

- 4.1 Either Party may, prior to the Delivery or completion of Services and subject to the limitations set out in Clause 4.3, request variations in the originally agreed scope of Supply. Such Party shall make a request for a variation by written notice to the other Party with an exact description of the variation requested.
- 4.2 The Supplier shall, without undue delay, after a receipt of a request for variation or after having himself proposed a variation inform the Buyer in writing whether and how the variation can be carried out stating the effects of the variation on the Contract Price, the estimated time for Delivery or completion of the Services and other terms of the Contract. The Supplier shall also give such notice when variations are required by

reason of changes in laws and regulations.

- 4.3 The Supplier is not obliged to carry out the variations before the Parties have agreed in writing on how the variation will affect the Contract Prices, the time for Delivery or completion of the Services and other terms of the Contract, including issuance of a payment security for the increased price. For the avoidance of doubt, if the Supplier for any reason carries out the requested variation before the Parties have agreed to its effects, such performance is deemed to have been made in good faith and shall constitute neither a waiver of any of Supplier's rights nor Supplier's acceptance of Buyer's requests.

5. DELIVERY AND RETENTION OF TITLE

- 5.1 Equipment and Spare Parts shall be delivered at the place named and on the terms set out in the Contract. All terms used in this regard are interpreted and construed in accordance with Incoterms 2010.
- 5.2 On Delivery, the Buyer, its representative or an internationally recognized inspections service shall, as soon as possible and at the cost of the Buyer, inspect the Equipment and Spare Parts. The Buyer shall, within five (5) calendar days of such inspection, give a written notice to the Supplier of any relevant matter the Buyer considers not to be in conformity with the Contract. If the Buyer fails to give such notice, the Equipment and Spare Parts shall be deemed to have been delivered fully in conformity with the Contract.
- 5.3 The Supplier may make improvements to any items of the Equipment not yet delivered.
- 5.4 The origin of the Supply will be at Supplier's discretion.
- 5.5 The Supplier retains title and ownership of the Equipment and Spare Parts which shall automatically pass to the Buyer only on receipt of the Contract Price in full. Despite of retention of title, risk passes to the Buyer at Delivery.
- 5.6 The Buyer warrants to preserve and

protect the Supplier's rights and title in the Equipment and Spare Parts.

6. DELAYS CAUSED BY SUPPLIER OR BUYER

- 6.1 If the supply of the Supply is delayed due to reasons attributable to the Supplier and the Buyer has suffered a loss as a consequence, the Buyer is entitled to liquidated damages calculated from fourteen (14) days after the date on which the Delivery should have taken place ("grace period") at zero point five (0,5) percent of the value of the delayed part of the Supply per each full week of delay. The total amount of liquidated damages under this Clause to be paid by the Supplier in consequence of the Supplier's delay shall in no case exceed seven point five (7,5) percent of the part of the Contract Price which is payable for the Supply in respect of the Vessel affected by the delay. These liquidated damages are the Buyer's only remedy for delay.
- 6.2 If performance of any obligations under the Contract is delayed for any reasons attributable to the Buyer or at his request, without prejudice to the Supplier's rights under the Contract, the Supplier may adjust the delivery date, mode or schedule of Delivery and charge the Buyer for all costs resulting to the Supplier for such delay, including but not limited to storage, transportation and insurance.

7. SUBCONTRACTORS AND ASSIGNMENT

- 7.1 The Supplier is entitled to subcontract all or parts of its obligations.
- 7.2 The Supplier is not responsible or liable for subcontractors selected or appointed by the Buyer. Furthermore, the Supplier takes no responsibility for any delay, defect or error related to the Supply caused by goods or services supplied by subcontractors engaged by the Buyer.
- 7.3 Neither Party may transfer or assign rights, benefits, obligations or liabilities under the Contract to any

third person without the prior written approval from the other Party. Notwithstanding the aforesaid, the Supplier shall always be entitled to transfer or assign the Contract, or any rights granted hereunder to : (i) any other Lean Marine Company; (ii) a third party contractor in connection with any sourcing / outsourcing activity; (iii) a third party in connection with the sale of a part of the Supplier's business operations to such third party.

8. BUYER'S SUPPLIES

- 8.1 Any defect or delay in the supply of information, documentation, goods or services to be made by the Buyer ("Buyer's Supplies") shall be considered as a delay attributed to the Buyer with application of Clauses 6.1 and 6.2
- 8.2 In the event of delays or defects in respect of Buyer's Supplies, the Supplier may proceed with any tests to be carried out prior to or in the context of the Delivery. The Buyer accepts the results of such tests and accepts the Equipment and/or Software as having been delivered in conformity with the Contract.
- 8.3 The Supplier's warranty in respect of Equipment, Software and/or Services supplied does not cover any defects in Buyer's Supplies and the Supplier shall not be liable for any damage or losses caused by Buyer's Supplies. The Buyer indemnifies the Supplier in respect of any losses, liabilities or expenses incurred by the Supplier or any third party in connection with any Buyer's Supplies including liabilities and expenses suffered as a result of the infringement of Intellectual Property Rights of third parties.

9. INSTALLATION AND COMMISSIONING

- 9.1 The Buyer is responsible for the installation of the Equipment. The installation will be performed by the Buyer in accordance with the guidelines and procedures of the Supplier.
- 9.2 Following installation, if so contractually agreed, the Equipment

shall be checked and started up in accordance with the Supplier's guidelines and procedures ("Commissioning"). Commissioning does not construe responsibility to the Supplier for the defects of the installation performed by the Buyer. The Supplier reserves the right to stop, re-start and re-perform the Commissioning without the involvement of the Supplier as contractually agreed.

- 9.3 If services outside the Supply under the Contract are required, or if the Services supplied under the Contract are performed outside Normal Working Time, the Supplier is entitled to charge the Buyer in accordance with the Supplier's price list in force at the time of their performance. If Commissioning has not started within twenty-four (24) months after Delivery due to reasons attributable to the Buyer, any claims of the Buyer against the Supplier in this respect will be deemed to be waived.
- 9.4 The Buyer will, at no charge, provide the Supplier with all assistance required, including, but not limited to, the provision of suitable labour, tools, other implements required and any consumables required. This also applies to any work carried out in connection with any modifications or technical charges during Delivery, installation or Commissioning of the Equipment. Furthermore, the Buyer shall, at no cost, supply lighting, water and electricity connections in sufficient capacity and quantity as well as other working requirements. The equipment made available by the Buyer will be in full working order and in compliance with relevant health and safety regulations.
- 9.5 On completion of Commissioning, the Supplier will issue a certificate for the completion of commissioning ("Commissioning Certificate"). Such Commissioning Certificate shall be executed by both Parties and constitutes evidence that the Equipment, Services and/ or Software is in conformity with the Contract. The issuance of the Commissioning Certificate shall not be delayed or refused due to minor deficiencies not materially affecting the use of the Equipment and/ or Software. If the

Buyer takes, or allows a third party to take, the Equipment and/or Software into commercial use prior to the issuance of the Commissioning Certificate, the Buyer is deemed to have waived any warranty claims and the Equipment, Software of Services shall be deemed accepted by the Buyer as having being delivered in all respects free of any defects and in full conformity with the Contract.

10. INTELLECTUAL PROPERTY RIGHTS AND LICENSE TO SOFTWARE

- 10.1 Supplier retains all Intellectual Property Rights to the Supply and Services.
- 10.2 All Software is licensed and not sold. Supplier grants Buyer a limited, non-exclusive, royalty free and non-transferable license to use the Software only together with the Equipment or otherwise only for its intended purpose. The use of any Supplier's or third party standard software may be subject to separate standard license terms or terms of use as updated from time to time by Supplier or third party.
- 10.3 Buyer will not, and will not permit any other person to, copy or modify any Software and any modification voids any warranty issued by Supplier in respect of the Supply.
- 10.4 If any third party claims that the Supply or any part thereof would infringe the Intellectual Property Rights of the third party, Supplier will defend Buyer and itself against all such claims and will be fully responsible for the cost of defence and any cost or liability caused to Buyer as a result thereof. Supplier has the right to decide the course of action to enable the uninterrupted use of the Supply by the Buyer. This may include the payment of the claimed license fees or the removal of the claimed infringement at Supplier's cost through a modification or replacement of the object of claim, subject to retaining the essential original features and functionality of the Supply.
- 10.5 Supplier will however not be responsible to the extent the claim

results from any act or omission of the Buyer, such as use of the Supply contrary to the instructions of Supplier or a modification of the Supply by the Buyer. Further the Supplier shall not be responsible for a claim arising from any allegation of, or relating to an infringement of a patent when the patent application is published after the date of the Contract.

- 10.6 The Buyer shall neither use nor register any corporate name, trademarks, logotypes, domain names belonging to or licensed to the Supplier or any Lean Marine Company other than as instructed by the Supplier in writing.

11. LIABILITIES FOR DEFECTS

- 11.1 Supplier warrant that, during the period defined below ("Warranty Period"), the Equipment and Spare Parts will be free of defects in material and workmanship and in conformity with the agreed specifications. The Supplier also warrants that it will use reasonable skill and care in performing any Service and in providing any Software under the Contract.
- 11.2 The Warranty Period in respect of the Supply and Services supplied starts at Delivery and expires either:
 - 11.2.1 Twelve (12) months after the date of system commissioning; or
 - 11.2.2 Eighteen (18) months from Delivery of the Supply concerned.
- 11.3 In case of the Supply is ready for Delivery but the Supplier is not able to deliver the Supply due to reasons attributable to the Buyer, the Warranty Period described in Clause 11.2 commences from the date of Delivery of the Supply should have taken place according to the Contract.
- 11.4 Under this warranty, and subject always to the terms of this Clause, the Supplier shall, at its discretion, either repair or replace any defects in the Supply discovered during the Warranty Period. This will be the only remedy available to the Buyer for breach of such warranty.

- 11.5 The Buyer must give the Supplier detailed written notice of any defect and the Supply or Services affected without delay, but in any event latest within fourteen (14) days after discovery of the respective defect. If such notice is given within the period stipulate above, or at all, the relevant Supply or Services are deemed to be free of any such defects.
- 11.6 The Buyer must, immediately after discovery of any defect, take all appropriate steps to mitigate any loss or damage and to prevent any defect from becoming more serious. The Buyer's failure to do so is deemed to constitute a waiver of its rights under this warranty in respect of the relevant defect.
- 11.7 Supplier's obligations under the warranty shall only become effective, and the Buyer can only make warranty claims, if the Supplier has received all amounts due under the Contract.
- 11.8 The Supplier is obliged to carry out the dismantling and reinstallation of the defective item or part only if such work requires special knowledge. The Buyer shall at its own expense arrange for any dismantling and reassembly of other components than Equipment, to the extent that it is necessary to remedy the defect.
- 11.9 Unless otherwise agreed, the Supplier will bear the costs of transporting the defective, repaired or replaced parts to and from the Supplier's factory in accordance with the delivery term stated in the Contract. The Buyer will bear the additional costs of transporting the repaired or replaced part from or to another destination than the place of Delivery stated in the Contract. The Supplier is not obliged to pay airfreight of the repaired or replaced part.
- 11.10 Unless otherwise agreed, services to be performed under the warranty are based on Normal Working time. Services performed outside Normal Working Time are charged to the Buyer as overtime. Any waiting time, for which the Supplier is not responsible, is charged to the Buyer as Normal Working Time. When the Supplier carries out any work in connection with this warranty, the Buyer's personnel or crew of the Vessel will assist at no cost to the Supplier. At the request of the Supplier, any faulty items of Equipment must, upon request, be returned to the Supplier and will then become Supplier's property.
- 11.11 Supplier's warranty pursuant to and in connection with the Contract does not cover defects that are connected with or caused by:
- 11.11.1 Normal wear and tear;
 - 11.11.2 Use of parts, spare parts, materials or consumables not supplied or approved by the Supplier;
 - 11.11.3 Any use, maintenance, service or operation of the Equipment of the Vessel which is not in conformity with the Contract or the Supplier's or its subcontractor's manuals or instructions, or which is otherwise not in accordance with normal industry practices;
 - 11.11.4 Negligence or other improper acts or omissions or breach of contract on the part of the Buyer, or third parties, or their respective employees or agents;
 - 11.11.5 The improper installation of modifications of the Supply carried out without the Supplier's prior written consent;
 - 11.11.6 The Supply of Services not being compatible or not functioning with other equipment, software or systems not supplied by the Supplier, unless the Supplier has specifically accepted the responsibility for their interfaces.
- 11.12 The Warranty Period for repaired or replaced Supply or Services pursuant to this warranty commences at the date of the repair or correction or of the delivery of the replacement Supply and expires twelve (12) months thereafter, or upon the expiry date of the original Warranty Period in respect of the Supply or Services, whichever occurs later. The preceding sentence does not apply to original parts of the Supply which are not

corrected, repaired or replaced. Under no circumstances shall the warranty Period in respect of any part of the Supply, whether original or replaced, exceed twenty-four (24) months calculated from the date of Delivery of the respective Supply.

- 11.13 After a notice of a warranty claim has been received, the Buyer will arrange for the Supplier or its representatives to have free access to the Supply as well as free access to log books and other records containing operating or maintenance information relating to the Supply.
- 11.14 The warranty set out in this Clause is the only warranty applicable to the Supply and Services supplied pursuant to the Contract. This warranty replaces and excludes, to the extent permissible by law, any other guarantee, warranty and/or condition imposed or implied by law, custom, statute, or otherwise and/or resulting liabilities, including but not limited to fitness for purpose or liability for latent defects. Only those remedies specifically set out in this Clause are available to the Buyer in respect of any defective or non-conforming Supply or Services.

12. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 12.1 All cases of breach of the Contract and the relevant consequences as well as all rights and remedies available to the Buyer are exhaustively defined and covered by the express terms of the Contract.
- 12.2 The Supplier shall not be liable under any circumstances, and irrespective of the cause of action, for indirect or consequential losses, such as, but not limited to, commercial or economic losses, loss of production, loss of use, loss of revenue, loss of profit, delay and business interruption and other similar causes or losses, whether direct or indirect. Further, the Supplier is not liable for loss of time, loss of employment or opportunity to utilize the Supply or Services supplied, costs of substituted equipment, crane rental, warping, electricity, scaffolding, assistance of any kind (including assistance by yard personnel and services), towage

charges, pollution, clean-up costs, docking or diving costs, damage to the Vessel, Buyer's property or other assets, demounting or mounting costs or/ and costs of calibration, aligning, performance sea trials or other tests and inspections or loss of intended sale of the Supply or the Vessel.

- 12.3 The limitations of liability contained in this Clause however do not apply where such losses are caused by a breach of duty on the part of the statutory representatives or directors of the Supplier constituting unlawful intent, wilful misconduct or gross negligence.
- 12.4 Insofar as either Party has been held liable in respect of losses or liability excluded or limited by this Clause by the other Party, their insurers or third parties, this Party will indemnify the Party held liable to the extent of any such liability, including interest and costs.
- 12.5 In any event, and whatever the cause of action, Supplier's maximum total liability to the Buyer pursuant and in connection with the Contract – including the obligation to pay penalties, liquidated damages and regardless of cause, degree of fault, negligence, breach of contract or otherwise – is limited to half (1/2) of that part of the Contract Price which relates exclusively to the individual Vessel in respect of which the cause of Supplier's liability has arisen.
- 12.6 All technical information and/or advice provided by the Supplier, its personnel or subcontractors which is outside the scope of supplies as set out in the Contract or prior to the Contract and not by reference expressly included in the Contract, is intended for informal and confidential information purposes only, and the Supplier assumes no liability for the consequences of the Buyer's actions, omissions or decisions made or based on such information or advice or for any losses so caused.
- 12.7 The Supplier is not liable for any acts, omission or work carried out or assistance provided by the Buyer or by any third party, even though carried out with actual or attributable assistance or knowledge of the Supplier.

- 12.8 The Buyer shall be liable for any damage and any direct or indirect losses caused by any modifications to any part of the Supply not authorised in writing by the Supplier, or caused by the condition of the Vessel or of any equipment, gear or tool furnished by the Buyer and used by Supplier's personnel.
- 12.9 The Buyer shall indemnify the Supplier for any third-party claims relating to the Supply or Services under this Contract or to a failure by the Buyer to perform its obligations under this Contract or under any agreement with third parties or any other causes of action arising in tort/delict, product liability or otherwise. The Supplier shall give the Buyer written notice of any relevant claim received by the Supplier and give all necessary assistance at the Buyer's expense
- 12.10 The Supplier is not liable for any loss or damage to the Supply, the Vessel, or other property of the Buyer or any other third party related to incompatibility or inability of the Supply to operate or communicate or control, or to be controlled by, any other equipment or parts of the Vessel not forming part of the supplies made under this Contract.

13. IMPORT AND EXPORT RESTRICTIONS

- 13.1 The Supply and Services shall be delivered subject to all applicable export controls or restrictions imposed on technology and products by any country or organisation or nation, including the United Nations, European Union and United States, which are enforceable in the jurisdiction of the Supplier. The Buyer acknowledges that the Supply and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls or restrictions.
- 13.2 On the Supplier's request the Buyer will furnish the Supplier with all relevant certificates relating to export control laws, regulations and restrictions, such as, but not limited

to, end-user certificates, in form and content specified by the Supplier.

14. ENVIRONMENTAL, HEALTH, AND SAFETY RESPONSIBILITIES

- 14.1 The Buyer is responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all waste material as defined by any legislation or international convention relevant or applicable to the Vessel or the Equipment, Spare Parts or Services supplied.
- 14.2 The Buyer indemnifies the Supplier in respect of and against any claims, fines, penalties and all related expenses arising in connection with such waste material escaping from the Equipment or Spare Parts.

15. PERSONAL DATA

- 15.1 The Supplier may under this Contract process Personal Data on behalf of the Buyer. The Supplier is the processor of the Personal Data relating to the categories of data subjects as set out in Schedule 1. The Buyer takes full responsibility for the Personal Data, including that such data does not infringe any third-party rights or in any other way violate applicable law. The Supplier may process Personal Data only for purposes, as set out in Schedule 1, that are necessary for the due performance of this Contract and only in accordance with the documented instructions from the Buyer.
- 15.2 This clause 15 Personal Data is intended to constitute and shall be interpreted as a written data processing agreement between the Buyer and the Supplier pursuant to applicable personal data laws.
- 15.3 The Supplier is obliged to comply with applicable personal data laws and take all the technical, security and organizational measures required by applicable personal data laws when processing Personal Data.
- 15.4 The Buyer authorizes the Supplier to engage sub processors. All sub processors must conform to the respective requirements of this Contract. When engaging sub

processors, the Supplier will ensure that any rights the Buyer has against the Supplier under this Contract on the commissioning of data are granted to the Buyer – via the Supplier – against the sub processors as well. The Supplier shall at the Buyer’s request disclose the identity of any and all sub processors and the location of the data processing.

- 15.5 If and to the extent the Supplier engages sub processors, including that such sub processors in their turn engages sub processors, and such assistance entails the processing of Personal Data on behalf of the Buyer, the Buyer hereby grants the Supplier power of attorney to
- 15.6 enter into a written sub-processor agreement, data transfer agreement or other agreement required by law for the processing of Personal Data, with any sub processor, and
- 15.7 allow each and all such sub processors to enter into written sub-processor agreements, data transfer agreements or other agreements required by law for the processing of Personal Data, with subsequent sub processors.
- 15.8 The Supplier may transfer (for the avoidance of doubt, including allowing access to) Personal Data to any country. The Parties shall jointly take all reasonably required measures necessary for ensuring that such transfer is in accordance with applicable law, which may include entering into Standard Contractual Clauses for data transfer outside of the European Economic Area (EEA).
- 15.9 If and to the extent another legal entity than the Buyer is the controller of all or part of the Personal Data processed by the Supplier on behalf of the Buyer under this Contract, the Buyer confirms that it has necessary authority and mandate to enter into this data processing agreement on behalf of such legal entity.
- 15.10 The Supplier undertakes to ensure that persons authorized to access the Personal Data are processing the Personal Data according to the Buyer’s instructions, with respect to the processing of Personal Data, bound by no less restrictive confidentiality undertakings than the ones set out in this Contract.
- 15.11 The Supplier shall, considering the nature of the processing, assist the Buyer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subject's rights under applicable personal data laws.
- 15.12 The Supplier shall assist the Buyer in ensuring compliance with the rules of applicable personal data laws, if and to the extent applicable, concerning the security of processing, notification of personal data breach to the supervisory authority, communication of a data breach to the data subjects, data protection impact assessment and prior consultation with the supervisory authority.
- 15.13 The Supplier shall make available to the Buyer all information necessary to demonstrate compliance with this Clause 15 of the Contract and with the rules under applicable personal data laws addressed to personal data processors.
- 15.14 The Buyer is entitled to, no more than once per calendar year upon at least thirty (30) day’s prior written notice from the Buyer, during the Supplier’s normal working hours conduct an audit or appoint an independent third-party auditor to conduct an audit to assess the Supplier’s compliance under this agreement with the applicable personal data laws addressed to personal data processors. The costs of any audit performed under this Clause 15 shall be borne by the Buyer.
- 15.15 The Supplier shall reasonably cooperate with the Buyer. The audit shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose and may not unnecessarily disrupt the Supplier’s operations.
- 15.16 Any independent third-party auditor appointed by the Buyer shall not be a competitor to the Supplier and, before having access to any information or premises of the Supplier, must have executed an appropriate confidentiality undertaking on terms equivalent to those set out in this Contract.

- 15.17 Save for the Supplier's obligations set forth above, the Buyer is responsible for ensuring that the processing of Personal Data is carried out in accordance with applicable law, including obtaining necessary licenses, permits or approvals for the processing and notifying the processing to competent authorities or data protection officials.
- 15.18 The Buyer shall hold the Supplier harmless if and to the extent the Supplier is held liable by a third party for unlawful processing of Personal Data, unless such liability has arisen as a consequence of the Supplier's failure to perform its obligations under this Contract except if such liability is due to the Buyer's instruction which is contrary to the applicable personal data laws and if the Supplier has informed the Buyer thereof in accordance with Clause 15.19 below.
- 15.19 The Supplier shall immediately inform the Buyer in writing if, in its opinion, an instruction infringes the applicable personal data laws.
- 15.20 When this Contract expires the Supplier shall either delete or return all Personal Data to the Buyer in accordance with the Buyer's instructions and ensure that no Personal Data remains with the Supplier or any sub processor.

16. FORCE MAJEURE

- 16.1 Neither Party shall be considered to be in default or otherwise liable for any delay or default in the performance of the Contract, where this is caused by an event or circumstances constituting Force Majeure as defined herein. Force Majeure means any unforeseeable events or circumstances which are beyond reasonable control of the Party affected, and includes, without limitation, the following: wars whether declared or not, any events involving armaments of war, civil wars and riots, hostilities, public disorder, acts of terrorism and threat to terrorism, any measures taken by public authorities in connection with the threat of terrorism, strikes, lockouts or other industrial disputes, epidemics, fires, explosions, acts of

God, embargos, any lawful or unlawful restrictions and actions of any public authority or government, abnormally adverse weather conditions, lightning strikes, flooding, natural disasters, destruction of machines, equipment or factories, or failure of a subcontractor due to reasons stated above to supply materials, goods or services in time or at all and shortage of transport.

- 16.2 Once a Party is aware that its performance under the Contract is affected by Force Majeure, the affected Party shall, without undue delay, give written notice to the other Party briefly setting out relevant details of the delay. In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.
- 16.3 In the event that such Force Majeure occurs, and it affects the Supply by the Supplier the Supplier shall take any possible action to be able to conduct the delivery to the Buyer. If the Supplier for unforeseen reason is unable to find a solution regarding the delivery and this continues uninterrupted for six (6) months after receipt of any notice in accordance with 16.2 above, either Party may terminate the Contract by giving one (1) month written notice.
- 16.4 Any termination as a result of Force Majeure shall not affect obligations and respective consideration due which have already been performed or provided at the time when the termination notice is given, nor does it affect the supplier's right to receive payment of any amounts due under the Contract or in respect of obligations already performed.

17. TERMINATION

- 17.1 The Buyer may terminate the Contract by giving seven (7) days termination notice in writing to the Supplier if the Supplier is declared insolvent by way of final court order, and the supplier or any administrator fails to provide, within one (1) month of the Buyer's written request to do so, adequate security for the

performance of its obligations under the Contract.

- 17.2 In case of a termination of the Contract by the Buyer in accordance with clause 17.1 the Supplier is entitled to receive payment of the proportional Contract Price in respect of the Supply delivered and supplier already made under the Contract. The Buyer's right to damages resulting from any termination in accordance with clause 17.1 shall always be subject to the limitations of liability as set out in Clause 12 and shall under no circumstances exceed fifteen (15) percent of the Contract Price.
- 17.3 Either Party is entitled to terminate the Contract with immediate effect and without any liability for compensation due to such termination if the other Party should commit or permit a material breach of any of the obligations contained herein and if any such breach has not been cured within thirty (30) days of written notice from the non-breaching Party specifying the nature of the breach.
- 17.4 The Supplier may terminate the Contract with immediate effect by giving notice in writing to the Buyer in any of the following cases:
- 17.5 The Buyer fails to provide or extend the validity of security in accordance with the Contract and such failure is not remedied within fourteen (14) days after the Supplier has given notice in writing;
- 17.6 The Buyer fails to pay any amounts due to the Supplier pursuant to the Contract and such failure is not rectified within fourteen (14) days has given notice in writing;
- 17.7 Any application to commence insolvency or winding up proceedings against the Buyer or its assets is filed;
- 17.8 The Buyer has failed to accept the Delivery of the Equipment within the final reasonable time period given by the Supplier in accordance with Clause 6.2 above.
- 17.9 On termination by the Supplier pursuant to Clause 17.4, the Supplier is entitled to payment and compensation in respect of all losses, costs, expenses and liabilities arising as a result of or in connection with the

event giving rise to the termination of subcontractors and payments made to its subcontractors and suppliers, and is additionally entitled to payment of a termination fee of eight (8) percent of the Contract Price. Supplier shall not be obliged to return and payments.

18. SUSPENSION OF PERFORMANCE

Without prejudice to any other rights or remedies available, the Supplier has the right to suspend performance of its obligations under the Contract in case of any default by the Buyer in the payment of any amounts due, including a delay in providing payment security, or other breach of the Contract, or if any information or documentation requested by the Supplier which relates in any way to the performance of the Contract has not been provided by the Buyer or any third party as agreed or at all. The Supplier has an equal right for suspension if it is reasonably clear from the circumstances that the Buyer will not be able to perform its obligations. In case of such suspension the Supplier shall forthwith notify the Buyer thereof and any time limits or dates for performance in the Contract shall, at the discretion of the Supplier, be extended by a period equal to or longer than the period default.

19. INVALIDITY OF INDIVIDUAL PROVISIONS

The terms of the Contract are severable. If any provision contained in the Contract is held to be illegal, invalid, void of unenforceable, in whole or in part, the validity of the remaining provisions contained in the Contract shall not be affected thereby. The Parties shall replace or amend any invalid provision or part thereof with a legally acceptable alternative that meets or most closely meets the original intention of the Parties.

20. MISCELLANEOUS PROVISIONS

- 20.1 The provisions of the Contract are intended for the sole benefit of the Supplier and the Buyer and there are no third-party beneficiaries.
- 20.2 Each Party must obtain comprehensive insurance covering its personnel, assets and liabilities. Either Party shall upon the other

Party's request provide satisfactory evidence demonstrating that it has subscribed insurances in accordance with this Clause.

- 20.3 The waiver of any breach or failure to enforce any of the terms, covenants or conditions of the Contract does not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 20.4 Any modifications, documentation or approvals relating to the Supply or Services under the Contract which are required by changes in law, international regulations, flag state, or class rules after the date of the Supplier's offer shall be the responsibility of and arranged and paid for exclusively by the Buyer.

21. CONFIDENTIALITY AND PUBLICITY

- 21.1 The Contract or documentation supplies in its context may contain confidential and commercially sensitive information. No Party, nor their agents or subcontractors, may allow any document or information relating to subject matter, the technical specifications, description of the scope supplies, negotiations leading to and the conclusion of the Contract, to be disseminated or otherwise published or used except as provided below, without the express prior consent in writing from the other Party.
- 21.2 Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure. The Party disclosing information pursuant to this Clause shall, as far as legally possible, require the receiver of the information to treat it confidential as required in Clause 21.1.
- 21.3 The Supplier and the Buyer are entitled to use information relating to the Supply, Services and/or Vessel for the purpose of providing references for third parties.

- 21.4 Any press or public statements other than those referred to above, are either issued jointly, if issued by only one Party, are to be approved in writing by the other Party before being published.
- 21.5 The Buyer shall at the Supplier's request either return or destroy everything referred to in Clause 21.1, including copies thereof.

22. DATA AND SECURITY

- 22.1 In the relationship between the Customer and Supplier, the Customer is the holder of all rights pertaining to Customer's Data. Unless otherwise follows from the Agreement, work in connection with transferring Customer's Data to the Customer during the term of the Agreement is an additional Service.
- 22.2 Supplier shall establish and maintain appropriate safeguards against the destruction, loss or alteration of Customer data in its care. The Customer is liable for and shall indemnify and hold the Supplier harmless from and against, any infringement by Customer's Data of any third party right or any other non-compliance with applicable law.
- 22.3 Supplier may gather and use any data from the Supply gathered from sensors, instruments, monitors, or other industrial data acquisition device to support and develop its products, software or services. Supplier shall own any enrichment, report or derivative work developed or derived from such data.
- 22.4 Supplier delivers the Equipment and Software free of any virus and malware detectable by the then current standard industry best practices. Buyer will be responsible for the data connections and other integration of the Equipment or Software in Buyer's systems including protection of the same against cyber security threats.
- 22.5 The Customer shall ensure that log-in information, security methods and other information provided by the Supplier for access to the Service are handled confidentially in accordance with clause 21. The Customer shall notify the Supplier immediately in the

event of unauthorised access to information in accordance with this clause.

- 22.6 The Customer shall notify the Supplier immediately upon discovery of any infringements or attempted infringements that might affect the Service.

23. ENTIRE AGREEMENT AND AMENDMENTS

- 23.1 This Contract is the entire agreement between the Parties. There are no other or prior oral and written agreements, obligations, representations and warranties and correspondence with respect to the subject matter of the Contract upon which the parties have relied except those contained in the Contract.
- 23.2 The Contract may be amended or varied only if such amendment or variation has expressly been agreed in writing by the authorised representatives of the Parties.

24. APPLICABLE LAW, ARBITRATION AND JURISDICTION

- 24.1 The Contract shall be construed in accordance with, governed by, and interpreted under the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 24.2 Any and all disputes arising out of or in connection with the Contract shall be settled through friendly consultations between the Parties with a view to its amicable solution. In case no agreement can be reached through consultations, the dispute arising out of or in connection with this Contract or the breach, termination or invalidity thereof, shall be submitted exclusively to arbitration for final settlement in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce ("SCC") as at present in force. The Rules for Expedited Arbitration Proceedings shall apply unless the SCC, in its discretion, determines, taking into consideration the complexity of the case, the amount in dispute and other circumstances, that the Arbitration

Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The arbitration proceedings shall be conducted in English unless both Parties are domiciled in Sweden in which case Swedish shall be used. The place of arbitration shall be Gothenburg, Sweden.