



## Standard Terms and Conditions for Kiwa Norge as of 16/08/23

### 1. Application

These standard sales- and contract terms apply to any purchase of products and services by the customer from Kiwa Norge with any additions or changes agreed in writing.

The purpose and scope of the assignment shall be determined in the applicable specifications agreed in writing, in addition to the sales- and contract terms. Should the scope and content of the assignment not be specified, Kiwa will perform the tasks that the Company considers appropriate in order to fulfil the assignment. Changes to the scope of the work should be specified in writing and signed by both parties.

Kiwa reserves the right to change the general terms of delivery.

### 2. Kiwa's obligations

Kiwa shall perform the work in a professional manner, and with the accuracy and thoroughness necessary to fulfil the scope and purpose of the assignment, in accordance with any detailed specifications. Kiwa is responsible for providing the work, materials and equipment necessary to fulfil the assignment unless such provision is the customer's responsibility according to section 3, or otherwise agreed in writing.

Kiwa may engage subcontractors to perform parts of the assignment. In such a case, Kiwa is responsible for the subcontractor's work on a par with its own. The customer should be informed of any use of subcontractors.

### 3. The Customer's obligations

The customer shall undertake all measures necessary to enable Kiwa to fulfil the assignment in a satisfactory and efficient manner. This includes, inter alia, informing Kiwa well in advance of any matters of significance for the assignment, ensuring that Kiwa is given insight into all relevant documents, and offering Kiwa a suitable place for performing the work.

The Customer is responsible for safety during work at the Customer's premises and/or work involving the customer's property. For example, the Customer should implement security precautions and inform Kiwa's employees of all applicable, relevant safety regulations ahead of the startup of the assignment. Furthermore, the customer shall implement rigorous security measures to ensure that the working environment is safe and in line with applicable rules and legislation.

### 4. Duty of Confidentiality/Secrecy

Both parties have a duty of confidentiality on matters relating to the other party's business and business practices that are not lawfully commonly known, including any results of the assignment. The duty of confidentiality applies to the parties' employees and to anyone else who has to act on behalf of the parties in

connection with the performance of the assignment. The parties' duty of confidentiality also applies after expiry of the Agreement or if the Agreement is terminated for other reasons. When Kiwa releases confidential information based on legal requirements, or when confidential information is released due to contractual obligations, the involved parties shall be informed, unless Kiwa it is forbidden to do so by the law. Information about the customer obtained from sources other than the customer shall be confidential between the customer and Kiwa. The source of this information shall be confidential to Kiwa and shall not be shared with the customer, unless agreed by the source.

### 5. Issue of Liability

Kiwa is not liable for any damages that may arise due to production shutdown, any other forms of revenue loss or reduction in profits, or any other indirect loss, damages or other consequential damages. Kiwa is solely liable for any direct damage to the Customer's property or personal injury if the damage/injury is the result of negligence or errors on the part of Kiwa in connection with the performance of Kiwa's contractual obligations and these general terms and conditions.

Liability is limited to twice the fee for the applicable assignment or for continuing agreements: twice the fee for the last 6 months. Liability shall under no circumstances exceed NOK 2,500,000. However, these limitations do not apply in the event of intent or gross negligence on the part of Kiwa.

Errors or omissions in Kiwa's work shall be rectified by Kiwa without charge and within a reasonable timeframe, provided that such errors or omissions are not the result of errors or negligence on the part of the Customer or the Customer's subcontractors, and that the Customer informs Kiwa of the relevant errors and/or omissions in a verifiable manner and without delay, and in any event no later than two (2) months after completion of the assignment. Should the above deadline not be complied with, then any claim to have such errors, omissions, or damages rectified by Kiwa shall also cease to apply. In the event that the execution of the assignment for which Kiwa is responsible should be delayed, then financial compensation shall be paid only if this is expressly agreed.

### 6. Prices

The provision of products and services is carried out in accordance with the applicable price list or by written agreement. Prices will be regulated according to Statistics Norway's Consumer Price Index for "All item index" at year-end, unless otherwise agreed.

Travel and accommodation related to the implementation of the assignment will be charged according to government rates, unless otherwise agreed. All prices are ex. VAT.

### 7. Invoicing/Payment/cancellation

Invoicing takes place monthly according to accrued hours and costs. A final invoice is issued on completion of assignments. Deadline for payment is

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30 days from the invoice date. In the event of any disagreements regarding invoices, then Kiwa should be contacted immediately, and at the latest within 14 days, by e-mail: [firmapost@kiwa.com](mailto:firmapost@kiwa.com). Payment after maturity is calculated with interest on overdue payment, in accordance with the Act relating to overdue payments. Offsetting may only be done in the event of acknowledged or legally enforceable claims.

Additional work, or deviation from agreed work, as a result of Kiwa receiving incorrect or incomplete information, shall be invoiced in line with the price list applicable at the time the assignment was implemented. If there is reason to believe, in view of information arising before or during the implementation of the assignment, that the Customer will either not be able to, or does not want to, fulfil its payment obligations, Kiwa reserves the right to cancel the assignment and revoke any issued certificate.

Cancellations. If an order is cancelled or demanded moved to another date, without a common agreement with Kiwa the following terms will apply:

Within 2 months of start of delivery: 50% of agreed cost of delivery. Within 14 days of start of delivery: 75% of agreed cost of delivery. Under 14 days before start of delivery: 100% av agreed cost for delivery included occurred travel cost.

### 8. Defaults

Both parties may terminate the agreement if the other party is in material breach of its obligations under the agreement, and the matter is not rectified within 14 days from written notice.

Should the agreement be terminated due to a breach on the part of the customer, Kiwa reserves the right to be compensated for accrued fees and costs according to the agreement up to the time of termination. In addition, Kiwa is entitled to compensation for any losses resulting from the breach. This applies to both indirect and direct losses.

### 9. Insurance

Both parties shall take out insurance that covers the responsibilities outlined in these Terms and Conditions. Kiwa is insured for damages which can be attributed to negligence or omissions in connection with its advice or the performance of the tasks which are covered by the company's professional liability insurance.

The applicable policies can be presented on request.

### 10. Force Majeure

Neither party may invoke any breach in respect of the other party for shortcomings or delays resulting from Force Majeure. Nor can either of the parties be held financially liable for the consequences of such shortcomings and delays.

### 11. Amendments and transfer of the agreement

Amendments to the agreement between Kiwa and the customer may only be made in writing if both parties agree. Neither party may assign the agreement to third

parties without the other party's written consent.

### 12. Government regulations

Kiwa reserves the right to change prices on the basis of decisions and regulations from the authorities that may affect the contents of the services, give rise to changes in invoicing, or otherwise affect the prices.

### 13. Applicable law – disputes

The Agreement shall be governed by Norwegian law at the court in Oslo. In the event of a dispute between the parties, the dispute shall first be attempted to be resolved amicably. If such negotiations do not succeed after 2 months, either party may require the dispute to be settled by arbitration. Otherwise, the provisions of the Act on arbitration of 14 May 2004 No. 25 apply.

### 14. Quality assurance

For more information see [www.kiwa.no/godkjenninger](http://www.kiwa.no/godkjenninger)