

STANDARD TERMS OF SALE OF SERVICES

1 General

1.1

These standard terms apply to all assignments where Obsima Technology AS (hereinafter Obsima) is a provider of services related to the design and installation of Obsima's own equipment. Customer is deemed to have accepted these standard terms of service upon acceptance, provided that the customer has been informed of the terms of the offer, by order confirmation, by price list or by other means.

1.2

Offer from Obsima is valid for 30 days, unless otherwise stated in the offer.

1.3

Cancellations must be made in writing no later than 14 days prior to commencement of the service / assignment. In case of cancellation later than 14 days prior to commencement of the assignment, the customer is obliged to pay Obsima the contract price for the service in accordance with the offer.

1.4

Any deviating terms are invalid for delivery unless Obsima has approved them in writing.

2 Changes to the delivery after the agreement has been entered into

2.1

If, after the agreement has been entered into, the Customer needs to change the requirements of the Services or other terms of the agreement in such a way that the nature or extent of the service becomes different than agreed, the Customer may request a change agreement.

2.2

Obsima may require adjustments in remuneration or timetables as a result of the change. Requests for adjusted remuneration or schedule must be submitted at the latest at the same time as Obsima's response to Customer's request for change agreement.

Changes to delivery must be made in writing. Obsima will keep an ongoing directory of the changes that make up Appendix 5.

3 Obsima obligations

3.1

The service must fulfill the requirements stated in the offer. If there are no quality requirements for materials and workmanship specified in the offer, such quality requirements are common to similar work. Obsima shall ensure that the staff employed in the work have the necessary expertise.

3.2

The work / assignment must be completed within the time agreed or reasonable in relation to what is common in performing similar services. If the delay is due to circumstances beyond Obsima's control, the time of delivery must be shifted as long as the obstacle exists. Relationships beyond Obsima's control include labor conflicts, material failure, power failure, unexpected equipment failure, and all circumstances considered force majeure.

3.3

Should it appear necessary during the performance of work outside the assignment that is convenient to perform with the assignment (additional work), Obsima shall contact the customer with request for additional work.

3.4

Obsima has the right to let all or part of its contractual obligations be carried out by subcontractors. Obsima is responsible for deliveries from its own subcontractors in the same way as Obsima was responsible for the execution.

3.5

Both parties shall comply with the laws, regulations and decisions that apply to their contractual obligations and the conditions at the site. Obsima has the right to refuse to perform work that would be in violation of public law requirements laid down by law or pursuant to law.

4 Customer obligations

4.1

The Customer shall provide conditions for Obsima to perform its services, inter alia, by giving access to the facility and to notify in writing of any obstacles in order to perform the maintenance services according to the plan.

4.2

The customer must acquire and have the responsibility and risk of:

descriptions, calculations and possibly drawings necessary and appropriate as a basis for the performance of the service, unless otherwise provided in the contract;

That the physical workforce is such that Obsima had reason to count on the contract, the nature of the assignment and the circumstances in general;

that the place where the service is to be performed is made available to Obsima at the agreed time and that Obsima may perform its services without delay and without interruption;

The customer carries the risk of the quality and usefulness of materials and products that he has supplied. He also carries the risk of the usability of materials and named products he requires used.

4.3

In case of late payment or non-involvement by the customer, where this Obsima increases costs or hinders Obsima's progress, Obsima is entitled to additional remuneration and expiry date equal to the effect of the customer's delay on Obsima's progress . The same applies if there are other conditions that the customer is at risk of. Obsima can also stop work and claim the costs and the loss on punching replaced. In the case of material breach, alternatively, if it is probable that the Customer will breach its obligations substantially, Obsima is entitled to terminate the agreement. If the agreement is terminated, the Customer shall pay remuneration as in the case of cancellation.

5 Common duties

5.1

Information that the parties become aware of in connection with the agreement and its implementation shall be treated confidentially and not made available to third parties without the consent of the other party. Confidentiality obligations also apply after the termination of the agreement and expires only 5 (five) years after the termination of the agreement.

5.2

All notifications, requirements and other notices must be given in writing to the agreed address.

6 Risk transition

6.1

If the work has a shortage, it is judged by the circumstances at the time Obsima has completed the assignment / service. If Obsima's service has been completed, but the assignment is not terminated in due time due to customer relationship, it is based on the time when the assignment should have been terminated.

6.2 Drawing documents and documentation

6.3

The parties retain all rights to their own records and obtain the right of use for documentation that is part of the delivery, whether these are the property of the other party or third party.

7 The consequence of delays

7.1

If Obsima has not terminated the service or complied with time limits in accordance with section 3.2, and this is not due to circumstances on the customer, there is a delay.

7.2

f the service has ended, the agreement can not be lifted or compensation is required.

7.3

In the event of significant delay within Obsima's control, the customer is entitled to terminate the agreement and / or claim compensation for its direct and accountable loss as a consequence of the delay. In that case, the Customer must immediately inform Obsima of his claim. Elevation can not occur after Customer has accepted delivery. Obsima's liability is limited to the value of the provision on the deployment services and does not include indirect losses, including but not limited to losses due to operating interruptions, loss of profits, loss of profits or losses as a result of the customer having to pay a daily allowance or compensation to the co-contractor.

7.4

Item 8.3 is an exhaustive regulation of the Customer's claim against Obsima as a result of delay.

7.5

Claims related to any delay do not entitle the customer to hold back the payment.

8 Lacks and consequences of deficiencies

8.1

There is a shortcoming if the work on acquisition, cf. item 6, is not in the position the Customer is entitled to after the contract, and this is due to the relationship Obsima is responsible for.

8.2

Lack of contract work that the Customer has invoked at the right time, Obsima has the right, but not a duty to rectify at its own expense.

8.3

If rectification is made within a reasonable time, the Customer can not claim compensation or cancel the agreement. Obsima may also choose to award a price if the cost of remediation will be unreasonable in terms of the importance of the defect for the Customer. The price reduction must correspond to the importance of the defect for the Customer. If Obsima does not rectify the defect within a reasonable period of time, Customer may demand a price reduction and / or compensation for its direct loss. Obsima's liability does not include indirect losses, including but not limited to losses due to operating interruptions, loss of profits, loss of profits or losses as a result of the Customer having to pay a daily allowance or compensation to a co-contractor. Obsima's liability is limited to the value of the delivery..

8.4

Item 9.3 is an exhaustive regulation of the customer's claim against Obsima as a result of delay.

8.5

The customer loses his right to make a defect if he notifies at the latest at the end of the work of a defect which he or she should or should have discovered at the end of the assignment. Any defects that the Customer will later invoke and which is not discovered at the end of the Mission must be documented and advertised to Obsima without undue delay and no later than fourteen days after the Customer, or any Customer, or on behalf of the Customer, discovered or should have discovered the shortage. The complaint must be in writing and state what kind of defect it is. Complaints can be made within one year from the end of the assignment.

8.6

Claims related to any defects do not entitle the customer to hold back the payment.

9 Price and payment terms

9.1

The agreed price is stated in NOK exclusive of VAT.

9.2

To the extent that the price does not follow the agreement, it shall be calculated in the usual manner for equivalent services during the contract period (fee).

The price of the service assumes that the workload will be in the order of magnitude indicated. In addition or changes, Obsima has the right to claim a change in the price.

Expenses, including travel and diet costs, are not included in the price and are to be covered by state rates.

9.3

Obsima has the right to adjust the price each year based on an increase in Statistics Norway's consumer price index (Table 11117, Services where labor dominates), the first time based on the index last published at the time of signing the agreement. Obsima also has the right to change the price when the price of one or more input factors has increased significantly compared to the price at the time of the agreement. If there are changes in public taxes, taxes, environmental fees or other similar changes, Obsima has the right to increase the prices corresponding to the effect of such a change.

9.4

Obsima bills for the services at the start of the work due 14 days after the invoice date, or as described in attached offer. Any additional and change work bills monthly with due date 14 days after the invoice date, or as in attached offer. In case of late payment, the customer is required to pay late payment according to the Act of December 17, 1976 No. 100.

9.5

Any defects related to the invoice must be documented and advertised in writing to Obsima within 7 days of receipt of the invoice. Complaint after the aforementioned deadline results in the customer losing his right to object to the invoice.

9.6

Prior to commencement of work, the customer shall, on demand, pay advances, make bank guarantee or other equivalent security for fulfilling his contractual obligations.

10 Other conditions

10.1

The parties have the right to transfer their rights and obligations under the agreement with the consent of the other party. Such consent can not be refused without proper cause.

10.2

In a force majeure situation, the other party shall be notified without undue delay. If the force majeure situation is expected to last for more than 90 days, each of the parties is entitled to terminate the agreement.

11 Law and Disputes

11.1

Any dispute between the parties shall be sought solely by negotiation. If this does not arise, the dispute shall be settled by ordinary trial.

11.2

The parties adopts Øvre Romerike Court (Norway) as a venue for all laws that may end the agreement.