



GENERAL TERMS AND CONDITIONS FOR SALE OF SERVICES FOR SERVTECH GROUP

3. BUYER'S OBLIGATIONS

1. CONTRACT

1.1 **Contract** means the agreement document or order confirmation, these general terms and conditions for the sale of services, and any appendices, supplements, or amendments that are agreed upon in writing. For call-offs under a framework agreement, the purchase order/call-off shall constitute the agreement document, and each order/call-off shall constitute a **Contract**.

Service refers to the services the Supplier (Servtech) shall perform in accordance with the **Contract**.

1.2 In case of any conflict, the various documents of the **Contract** shall have the following priority:

- The agreement document or order confirmation
- These general terms and conditions for the sale of services
- Any appendices, in the order they are listed in the agreement document or order confirmation

1.3 Notices, claims, or other messages required by the **Contract** must be made in writing and sent via letter or email to the other party's representative.

1.4 These general terms and conditions for the sale of services are considered accepted by the Buyer upon receipt of the agreement document or order confirmation, and no later than the commencement of the **Service**.

1.5 Any objections the Buyer may have to these general terms and conditions must be submitted in writing immediately upon receipt and no later than the commencement of the **Service**.

2. SUPPLIER'S OBLIGATIONS

2.1 The Supplier shall perform the **Service** with the level of expertise expected from suppliers in similar industries. The **Service** shall be performed in accordance with the **Contract** requirements and in compliance with applicable laws and regulations.

2.2 The Supplier shall execute the **Service** according to the agreed schedule or, if no schedule is provided, with reasonable progress and without unnecessary delays. The Supplier shall notify the Buyer of any delays in the performance of the **Service**.

2.3 Unless otherwise agreed, the Supplier may not subcontract significant parts of the **Service** without the Buyer's prior written consent, which cannot be unreasonably withheld. Such consent does not release the Supplier from its obligations under the **Contract**.

2.4 The Supplier shall, at its own expense, replace personnel who act in an inappropriate manner or are deemed unsuitable for performing their assigned tasks.

3.1 The Buyer shall cooperate in the performance of the **Service** and provide the Supplier with relevant information that may affect the execution of the **Service**.

3.2 The Buyer shall provide necessary inputs and make decisions within the deadlines specified in the **Contract**, or otherwise within a reasonable timeframe if no deadlines are specified.

3.3 If the **Service** is performed at the Buyer's premises, the Buyer shall ensure that it can be conducted safely and efficiently without unnecessary disturbances or delays.

3.4 The Buyer shall obtain and maintain all necessary approvals and permits required for the **Service** to be carried out at the Buyer's premises, unless such approvals or permits must be obtained in the Supplier's name.

4. COMPENSATION

4.1 Unless otherwise agreed, the compensation for the **Service** shall be based on actual hours worked at agreed hourly rates.

4.2 All prices in the **Contract** are exclusive of VAT.

4.3 If future legislation or changes in the interpretation of existing laws affect the **Contract**, the parties shall meet to agree on necessary adjustments to the compensation.

5. INVOICING AND PAYMENT

5.1 The Supplier may request payment as the **Service** is performed, but not more frequently than once per month.

5.2 The invoice must specify what the amount covers and include the contract number and/or other agreed references.

5.3 The Buyer shall pay the invoice within 30 days from the invoice date.

5.4 If payment is delayed, the Buyer shall pay interest according to the Late Payment Interest Act, calculated from the due date of the invoice. The Supplier has the right to suspend the performance of the **Service** until payment is made.

5.5 The Supplier may require the Buyer to provide security for proper payment in the form of advance payment and/or a bank guarantee.



6. BREACH OF CONTRACT

7. FORCE MAJEURE

7.1 **Force majeure** refers to an event beyond a party's control that could not have been foreseen at the time of the **Contract** and that the party cannot reasonably be expected to overcome.

7.2 There is no breach of contract to the extent that compliance is prevented by force majeure. Each party shall cover its own costs due to force majeure.

7.3 A party invoking force majeure must notify the other party in writing as soon as possible, stating the cause and expected duration of the situation.

7.4 Either party may terminate the **Contract** if the force majeure situation lasts, or is expected to last, for more than 60 days.

8. DELIVERY TO AND FROM THE SUPPLIER

8.1 Unless otherwise agreed in writing, all deliveries from the Supplier are ex-works (INCOTERMS 2010).

8.2 Unless otherwise agreed, deliveries to the Supplier from the Buyer shall be covered and insured by the Buyer.

8.3 Partial deliveries from the Supplier are permitted if deemed practical and fair based on the parties' agreement.

9. CANCELLATION

9.1 Unless otherwise agreed, the Buyer may cancel the **Service** by written notice within the deadlines specified in the **Contract**.

9.2 Upon cancellation, the Buyer shall pay the Supplier for work completed and cover the Supplier's expenses and losses directly resulting from the cancellation.

10. INSURANCE

10.1 The Supplier shall maintain liability insurance appropriate to its business and the nature of the **Service**.

10.2 If the **Service** is performed at the Buyer's premises, the Buyer shall ensure that its employees and property are adequately insured.

11. INDEMNIFICATION AND LIABILITY LIMITATION

11.1 Each party shall indemnify the other against claims related to personal injury or death of their employees, and damage to their own property.

11.2 Each party shall also indemnify the other against indirect losses, including lost income, lost profits, pollution-related losses, and lost production.

11.3 Unless otherwise agreed, the Supplier's total liability is limited to 25% of the total compensation for the **Service**.

12. CONFIDENTIALITY

12.1 Any information exchanged between the parties shall be kept confidential and not disclosed to third parties without written consent.

13. GOVERNING LAW AND DISPUTES

13.1 The **Contract** is governed by Norwegian law.

13.2 Disputes that cannot be resolved amicably shall be settled by Norwegian courts, with the Supplier's legal venue as the agreed jurisdiction.

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