

## General conditions for purchase of goods - Artisti AS

### 1. Application

1.1 Unless otherwise agreed, these conditions of purchase apply to all deliveries of goods to ARTISTI AS and its subsidiaries, hereinafter referred to as Buyer.

1.2 The Supplier is the addressee with whom the order is addressed to / or an agreement has been entered into, hereinafter called the Seller.

### 2. Socially responsible procurement

All deliveries must be made in accordance with applicable laws and regulations and other requirements stated by the public authority. The Seller shall hold the necessary licenses, permits and registrations for its business. When selecting materials, social responsibility must be demonstrated and the need for sustainable development must be taken care of, such as not using materials produced from endangered specie, materials that could adversely affect the environment, materials made in violation of the provisions of the Children's Convention, the European Convention on Human Rights. mv. All materials supplied must be documented on request.

### 3. Offer, order confirmation and agreement

3.1 The Seller prepares offers free of charge.

3.2 Only written orders are binding on the Buyer.

3.3 Order confirmation / agreement is sent to the Buyer without undue delay, and no later than 7 days after receipt of the order. If this is not complied with, the order is considered accepted without comment. The Buyer has the right to cancel the order if the order confirmation differs from the order or is not available within 7 days.

3.4 The order confirmation shall indicate the goods, purchase price, time of delivery and place.

### 4. Delivery

4.1 Unless otherwise agreed, the goods must be delivered DDP in accordance with Incoterms 2010 to the agreed place, properly packaged, and with documentation written in Norwegian or English.

4.2 The Buyer is obliged to check that the delivery is in accordance with the order. If all or part of the delivery suffers from a material defect, the Buyer has the right to reject the defective part(s) by giving the Seller immediate written notice. In addition, Buyer may claim damages under applicable law.

4.3 Delays shall be notified to the Buyer without undue delay, and new delivery date and proposed measures to reduce the delay shall be notified to the Buyer within 10 working days after such notice.

4.4 If the delivery is delayed and the item has limited use value (e.g. anniversary, event), the Buyer, unless otherwise agreed, has the right to cancel the purchase, and ultimately demand compensation.

4.5 The Seller shall deliver the goods free of third party claims not described in the agreement, ie the Buyer shall be held indemnified for any third party claims in relation to the goods.

### 5. Price and payment terms

5.1 The price shall be agreed in advance between the parties. The price includes all costs excl. VAT.

5.2 Billing must be done with payment net per 30 days. The payment deadline does not start to run until full delivery has been made and an approved invoice is received.

5.3 No billing fee is accepted. In case of late payment, the Seller may claim interest under the law on late payment.

5.4 The Buyer has the right to withhold disputed parts of the invoice.

5.5 Approved invoice shall contain information about the Buyer's purchase number, the amount applicable, the order name reference and department and the correct address. If this information is missing, the invoice will be returned to the Seller.

5.6 Upon delivery of hourly work, the Buyer has the right to revise all documentation relating to the bill work.

5.7 The Seller who transfers invoices to a third party for collection is still responsible to the Buyer for any complaints or recourse claims.

### 6. Change of order / cancellation

6.1 If after the contract has been signed, the Buyer needs changes in relation to what has been agreed, the Buyer may request a change agreement.

6.2 In the event of a change / cancellation claim, the Seller may demand adjustments in consideration if he is likely to provide grounds for such adjustment. Claims for adjusted remuneration must be made no later than the Seller's response to the Buyer's request for a change agreement.

### 7. Financial

Suppliers and subcontractors to the Buyer shall be serious, have a sound and documented economy and be up to date with all public taxes and fees. Buyer reserves the right to reject suppliers and suppliers that do not meet the applicable requirements at all times. Furthermore, Buyer reserves the right to carry out credit checks on partners, suppliers and suppliers.

### 8. Business ethics

Financial fraud such as corruption, bribery, illegal price cooperation, cartel activities, etc. is not compatible with Buyer's business ethics. Suppliers to Buyer acknowledge that they do not engage in such activities in their business operations by accepting this document as

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the basis for deliveries. The Supplier shall not offer, promise or provide any benefits, incentives or services to Buyer's employees, international organizations, government employees or third parties. This shall apply if such benefits are offered directly or indirectly through an intermediary.

The Buyer may grant exemptions for collective discounts to employees.

The Supplier must reject all forms of money laundering and money laundering of others.

#### **9. Warranty, defect complaint, right of cancellation**

9.1 The Seller undertakes in the first 12 months after the delivery has been received, responsibility for errors or defects that had to be demonstrated at the delivery.

9.2 The Seller shall, as soon as possible and at his own expense, replace defective parts or repair the delivery so that it is free of defects of any kind.

9.3 If the Seller fails to rectify any reported defects during the warranty period within a reasonable time, the Buyer has the right to make necessary corrections of the defect for Seller's expense and risk.

9.4 The Buyer is entitled to terminate the Agreement with immediate effect if the Seller becomes insolvent, fails to rectify reported errors or defects during the warranty period within a reasonable time, or in the event of material breach of the Agreement as the delivery date.

#### **10. Insurance**

The Seller is obliged to take out insurance that covers each and every liability he may incur as a result of the agreement. The Seller shall keep the goods insured until the delivery property ownership is transferred to the Buyer.

#### **11. Property rights**

The ownership of the delivery shall be transferred to the Buyer at either of the following, whichever applies:

- a) The time at which the Buyer approves the delivery.
- b) The time at which the Buyer pays for the delivery.

#### **12. HSE and quality system**

Seller is obliged to comply with all requirements of public authorities in order to safeguard the external and internal environment for all stages of production until delivery of the goods. The seller must also have a quality system that ensures good quality deliveries.

#### **13. Ethical requirements**

The Seller/Business must:

- Be responsible for own and subcontractors' compliance with ethical requirements, laws and regulations.
- Duty to familiarize its employees and subcontractors with the Buyer's requirements.
- Obligation to report to the Buyer immediately if they discover a breach of ethical requirements/laws and regulations.
- Work systematically to meet the requirements in regulations on systematic health, environmental and safety work in the business (Internal Control Regulations).
- Be legally organized in accordance with current tax and working environment regulations and when it comes to employees' professional and social rights.
- Be familiar with and undertake to act in accordance with the client's purchasing conditions and ethical guidelines.

#### **14. Force majeure**

If one of the parties fails to fulfill the agreement due to an obstacle beyond his control which he could not reasonably be expected to take into account at the time of the agreement or avoid overcoming the following, the obligations of the parties are suspended as long as the force majeure situation exists. The party referring to Force Majeure is obliged to notify the other party without undue delay.

#### **15. Marketing**

The Seller may not use the delivery covered by these conditions in its marketing without Buyer's written approval.

#### **16. Document range**

These purchasing conditions, technical specifications, other

#### **17. Disputes**

All disputes shall be settled under Norwegian law, with Oslo District Court as the venue if the dispute cannot be resolved in amicable terms.

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