

**CHEMRING NOBEL AS**  
**Standard Conditions of Purchase**

**1. INTERPRETATION AND FORMATION OF CONTRACT**

- 1.1 The Buyer means Chemring Nobel AS (a Norwegian private limited liability company with business registration number 991 191 984) and the Seller means the person, legal entity or company to whom all orders shall be addressed and includes the Seller's successors, heirs, executors or administrators. The Order means the written instruction placed by the Buyer for the supply of Goods, the Contract means the Order and the Seller's acceptance of the Order and the Goods means any goods or services agreed in the Contract to be bought by the Buyer from the Seller. Day means a consecutive calendar day unless otherwise stated.
- 1.2 Subject to conditions 13 and 24, neither the Buyer nor the Seller shall be bound by any terms expressed or implied whatsoever other than those contained in these Standard Conditions of Purchase except those that are agreed by both parties in writing and signed on their behalf. These Standard Conditions of Purchase shall have precedence over any conditions appearing on any acceptance form, delivery form or other document or letter from the Seller and such conditions shall have no effect whatsoever except in so far as they confirm the terms and conditions of the Order from the Buyer and the Seller waives any right to which it otherwise might have to rely on its own terms and conditions. These Standard Conditions of Purchase ("Conditions") have been prepared in both Norwegian and English. In case of discrepancy in the content of the two versions, the Norwegian text shall prevail.
- 1.3 All Orders for the supply of the Goods must be on the official order form of the Buyer and no Goods will be accepted or paid for unless ordered on the Buyer's official order form
- 1.4 The official order number must be quoted on all relevant advice and release notes, invoices or other correspondence.

**2. ACCEPTANCE OF ORDER**

- 2.1 The Order and all its conditions must be accepted in writing by the Seller within seven days showing the price of the Goods, where this has not been previously specified, failing which the Buyer reserves the right to cancel the Order forthwith without any liability whatsoever.
- 2.2 The Buyer also reserves the right to cancel the Order in part or in whole should there be any subsequent variations in the acceptance of the Order regarding date of delivery, quantity or quality or any other material variation in the Goods to be supplied. No addition to, variation of, exclusion or attempted exclusion of the Order shall be binding on the Buyer unless signed by a duly authorized representative of the Buyer.

**3. SPECIFICATIONS AND MARKINGS**

- 3.1 The Goods ordered must be supplied exactly in accordance with the Order and any specification, drawing, process instruction or procedure defined therein, subject to the Buyer's approval and if rejected shall lie at the Seller's risk and expense. Any Goods rejected shall not be considered as having been delivered under the Contract. No variation from the requirements shall be permitted without the Buyer's approval.
- 3.2 Goods shall be marked in accordance with the Buyer's Order. No unauthorised markings shall appear on any part of the Goods.

**4. PRICE AND PAYMENT**

- 4.1 Prices chargeable for the Goods under the Order shall not exceed prices charged by the Seller for the same or similar goods to any other buyer.
- 4.2 Invoices shall be posted quoting Buyer's Order number, consignment quantity and release note number immediately after despatch of the Goods. Payment will be made within 45 days from receipt of correct invoice. The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges i.e. delivery, packaging, packing, shipping, carriage, insurance and other charges and duties.
- 4.3 No variation in the price or extra charges shall be accepted by the Buyer.
- 4.4 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing to it at any time from the Seller against any amount payable by the Buyer to the Seller under the Contract.
- 4.5 The Seller is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

**5. PERFORMANCE**

- 5.1 The Goods shall be delivered at the time specified in the Order.
- 5.2 The Seller shall receive an extension of time for delays in performance due to causes beyond Seller's control provided that the Seller promptly notifies the Buyer of any delay or anticipated delay as soon as it becomes known and resumes performance using its best endeavours to minimise such delay. However, if the delay exceeds 28 days the Buyer shall be entitled to cancel the uncompleted part of the Contract without liability.

**6. DELIVERY**

- 6.1 All Goods must be properly packed and clearly labelled in accordance with the Buyer's delivery instructions and be delivered carriage paid unless otherwise agreed, at the Seller's risk, to the address shown on the Order. In the absence of any special arrangements as specified in the Order, the Goods must be delivered within the normal business hours of the Buyer.
- 6.2 The Buyer reserves the right to deduct from the invoice price the cost of carriage where that cost is included within the Contract price.
- 6.3 The Buyer accepts no liability for acceptance of and payments for excess deliveries unless specifically agreed by variation of the Order.
- 6.4 The Seller shall offload the Goods at its own risk as directed by the Buyer at the place specified in the Order.
- 6.5 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the date of the Order.
- 6.6 If not otherwise agreed, if the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:
- 6.6.1 deduct 2,5% of the total purchase price for each week of the delay up to maximum of 15% of the purchase price. Such deductions shall not be made if the Seller can establish that he delay was caused by force majeure;
- 6.6.2 terminate the Contract in whole or in part;
- 6.6.3 recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining goods similar to the Goods in substitution from another supplier; and
- 6.6.4 claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Goods on the due date. If the Buyer makes a compensation claim, the amount paid under condition 6.6.1 shall be deducted.
- 6.7 Where the Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment on the agreed date shall entitle the Buyer, at its option, to treat the whole Contract as repudiated.
- 6.8 The Buyer shall not be deemed to have accepted the Goods until it has had seven business days to inspect them following delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent.

**7. TITLE AND RISK**

- 7.1 Title to the Goods shall pass to the Buyer progressively. Title to the materials passes to the Buyer on arrival at a place where work is being performed or when paid for by the Buyer, if payment has been made earlier. As soon as materials arrive at a place where work is being performed, the Seller shall mark them with an identification number and Buyer's name, and as far as possible keep them separate from other items.
- 7.2 Title to and risk of loss of and damage to the Goods shall pass to the Buyer when the Goods have been delivered and off-loaded at the destination specified in the Order.
- 7.3 In the event of any Goods being lost or damaged in transit the Seller shall repair or replace such Goods as soon as reasonably practicable, at its own expense and delivery shall not be deemed to have taken place until the repaired or replacement Goods have been delivered.

**8. OBSOLESCENCE**

- 8.1 The Seller shall give the Buyer nine months notification in writing of any intent to obsolete or phase out the manufacture of the Goods and will place the Orders for at least three months after notification.

**9. PACKAGING**

- 9.1 In respect of the packing and marking of the Goods, the Seller will comply with the relevant regulations regarding the carriage and transportation of dangerous goods, where applicable.

**10. INSPECTION**

- 10.1 Where the Goods are being made to the Buyer's designs, drawings or specifications, or work or tests are being carried out to the Buyer's requirements then, where reasonable notice has been given, any accredited representatives of the Buyer shall be admitted to the Seller's premises to inspect any materials, processes, parts in manufacture, completed items or test procedures. The Seller shall when requested, as soon as practicable, modify any process etc. at the request of the Buyer where they are not fully compliant to the Buyer's requirements.
- 10.2 If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns and/or designs supplied or advised by the Buyer to the Seller, the Buyer shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and, in addition, the Buyer shall have the right to require and witness further testing and inspection.
- 10.3 Notwithstanding the results of any inspection carried out at Seller's premises, all goods shall be subject to the full inspection requirements identified in the Order when received by the Buyer at the place specified in the Order. All Goods will be inspected on receipt by the Buyer and only the quantity received and accepted will be paid for.

**11. REJECTION**

- 11.1 The Buyer may by notice in writing, cancel the Contract or reject the whole or any part of the Contract without liability and return the Goods to the Seller at Seller's risk and expense in the following circumstances:
- 11.1.1 where the Goods to be supplied are not received by the Buyer by the specified delivery date in the Order,
- 11.1.2 the Goods supplied do not comply with the description, specification and drawings relating thereto,
- 11.1.3 the Goods are not of a standard specified in the Order or do not conform to generally accepted standards, or
- 11.1.4 if the Goods are found after delivery to be damaged.
- 11.2 The Buyer will specify the reasons for the rejection and where Goods are returned after rejection and the Seller shall rectify or replace such Goods within a reasonable time. If this means that the delivery date will be extended beyond the original delivery date required, then the Buyer reserves the right to cancel the Contract or the balance of the Contract without liability, notwithstanding any other remedies available under the Contract.

**12. QUALITY AND DESCRIPTION**

- 12.1 The Seller warrants to the Buyer that Goods supplied under the Contract are unused and undamaged; shall perform without defect for a period of 18 months from first operational use when used as intended and shall:
- 12.1.1 conform with the quality, description and other particulars of the Goods stated in the Order;
- 12.1.2 conform with the specifications, drawings and other descriptions supplied or adopted by the Buyer in the Order;
- 12.1.3 will be free from defects (including latent defects) in design and materials and of good workmanship;
- 12.1.4 be of new manufacture and of merchantable quality, fit for the purpose for which they are intended.
- 12.2 The Seller at its expense, including without limitation costs of removal, packing, transportation and re-installation, shall promptly repair or replace any Goods furnished to the Buyer which become defective within the warranty period or which otherwise fail to conform to the requirements of the Contract.
- 12.3 The Seller will at any time be liable for the cost of repairs made by the Buyer to correct any failure to meet this warranty when Seller has been given notice of such failure and thereafter has failed to take prompt and effective action.
- 12.4 The Seller shall be liable for damages resulting from failure of the foregoing warranties. The above warranties are in addition to all other warranties, or remedies express or implied, at law or equity.
- 12.5 The Buyer's rights under these Conditions are in addition to the statutory conditions implied in favour of the Buyer by the Norwegian Act on Purchase of Goods dated 13 May 1988 no. 27 and any other statute.
- 12.6 The provisions of condition 11 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial Goods provided by the Seller.

**13. QUALITY ASSURANCE AND SURVEILLANCE**

- 13.1 The Order may be subject to quality assurance activity at the Seller's works by the Buyer or the Buyer's customer, or other Buyer nominated representative.
- 13.2 Purchases of sub-contract materials in performance of the Contract shall be in accordance with the requirements of the Seller's quality system approvals (as applicable). The Seller may not sub-contract the Contract or any part of it without the Buyer's approval in writing.
- 13.3 If appropriate, a certificate of conformance or other equivalent is required with every delivery of the Goods.
- 13.4 Goods to be delivered under the Contract shall be approved under the Seller's own Quality Approval (ISO 9001:2008 or equivalent). In the absence of such validated quality approval, the Seller shall provide and maintain a quality control and inspection system approved by the Buyer's quality department. The Seller must notify the Buyer if the Order requirement is outside the scope of its registration approval prior to acceptance of the Order.
- 13.5 The original signed copy of the release certificate from the Seller, together with any relevant chemical analysis and any applicable mechanical test data, must accompany the Goods and a copy shall be forwarded to purchase@chemringnobel.no at the time of forwarding the required advice notes to the Buyer in accordance with condition 6.

**14. BUYER'S PROPERTY**

- 14.1 All Buyer specifications, drawings, equipment, jigs, tools, samples, copyrights, rights in design and any other intellectual property rights in all drawings, specifications and data supplied by the Buyer associated with the Contract shall at all times be and remain the exclusive property of the Buyer and shall be held by the Seller in safe custody at its own risk and kept in good condition by the Seller until returned to the Buyer. Such property must be returned by the Seller in good condition, carriage paid, on completion of the Contract, or earlier if so requested by the Buyer. Whilst in the safekeeping of the Seller, it shall be responsible for the Buyer's property and shall indemnify the Buyer against their loss or damage, other than for fair wear and tear whilst being used for performance of the Contract, and shall not dispose of such property or use it for any other use than the Contract, unless authorized by the Buyer in writing.
- 14.2 Any Buyer supplied material is private and confidential, must be safeguarded whilst at the Seller's premises and used only for the purpose of the Contract. They must not be copied or communicated to any other party without the Buyer's express consent.

**15. DESIGN RIGHTS**

- 15.1 In so far as any work to be performed by the Seller under the Contract may consist of the productions of designs, all rights in such designs shall belong to the Buyer and the same shall not be used by the Seller except for the purposes of this Contract, nor copied or communicated to any other person without Buyer's consent. All drawings and other records delineating or recording such designs shall likewise become the property of the Buyer and shall be handed to the Buyer immediately on completion of the Contract.

**16. CONFIDENTIALITY**

16.1 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its employees, agents or subcontractors and any other confidential information concerning the Buyer's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

**17. CONFIGURATION CONTROL**

17.1 The Seller shall not make any alteration affecting the form, fit or function (including without limitation performance, interchangeability (including component part number changes), safety, reliability, maintenance or operation) of the Goods. The Seller shall provide a technical modification proposal to the Buyer for approval prior to implementation of any change to the specification. Alterations necessary to enable compliance to the agreed specification (including the replacement of obsolescent or unobtainable parts/components, safety or European legislation compliance) shall be introduced at the Seller's expense.

**18. INDEMNITIES**

18.1 The Seller shall indemnify and hold the Buyer harmless from all claims and all direct, indirect or consequential liabilities (all terms which include, without limitation, loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by or paid by, the Buyer arising in connection with the Goods supplied under the Contract due to:

- 18.1.1 defective workmanship, quality, materials, design (other than a design made specifically to the Buyer's instructions), or the supply of a defective product in relation to the Goods; or
- 18.1.2 the negligence or willful act of the Seller or its employees, agents or sub-contractors; or
- 18.1.3 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Seller howsoever arising.

**19. INTELLECTUAL PROPERTY INDEMNITY**

19.1 Except where the Buyer requires Goods to be made to its own specifications, the Seller shall indemnify and hold the Buyer harmless from all claims and all direct, indirect or consequential liabilities (all terms which include, without limitation, loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by or paid by, the Buyer arising in connection with the Goods supplied under the Contract due to any alleged or actual infringement, whether or not under Norwegian law, of any third party's intellectual property rights or other rights arising out of the use, manufacture or supply of the Goods.

19.2 In the event of any claim being made or action brought against the Buyer arising from such matters the Seller shall be promptly notified thereof and may, at its own expense, conduct all negotiations for the settlement of the claim or action with the agreement of the Buyer.

19.3 If any Goods shall be prevented from use, the Seller will at its own expense either procure for the Buyer the right to use or sell the Goods free of any liability for intellectual property infringement or replace the Goods with a non-infringing substitute which complies with all the requirements of the Contract.

**20. FORCE MAJEURE**

20.1 The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**21. CONTINUATION OF SUPPLY**

21.1 In the event that the Seller is unable or unwilling to continue to supply the Goods under the Contract for whatever reason including change of ownership, insolvency or because of bankruptcy proceedings, the Seller shall undertake to ensure the continuation of manufacture and supply using all necessary technical data, drawings designs, tooling, know-how, stock and work-in-progress completed or in the course of manufacture and owned by the Seller by arranging an alternate source of manufacture acceptable to the Buyer.

**22. TERMINATION**

22.1 Without prejudice to any rights and remedies that have accrued as at termination, the Buyer may terminate the Contract in whole or in part at any time by giving the Seller notice in writing, whereupon all work on the Contract shall be discontinued by the Seller. The Buyer shall pay the Seller, in full and final settlement of all claims arising out of such termination, the price of all Goods justifiably completed and delivered in full compliance with the terminated Contract together with the cost of any delivered work-in-progress in respect of the terminated Contract. Such compensation shall not include loss of anticipated profits or any consequential loss.

22.2 The Buyer shall without prejudice to its other rights and remedies cancel the whole or any part of the Contract without compensation by giving notice in writing to the Seller if:

- 22.2.1 the ability of the Buyer to accept delivery of the Goods is delayed, hindered or prevented by circumstances beyond its reasonable control; or
- 22.2.2 the Seller commits a material breach of any term of these Conditions which breach is irremediable or (if such a breach is remediable) fails to remedy that breach within a period of 14 days after being notified; or
- 22.2.3 the Seller suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the Act relating to bankruptcy of 8 April 1984 no. 58; or
- 22.2.4 any distress, execution or other process is levied upon any of the assets of the Seller; or
- 22.2.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Seller the capability of the Seller adequately to fulfill its obligations under the Contract has been placed in jeopardy; or
- 22.2.6 the Seller ceases or threatens to cease to carry on its business.

22.3 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**23. REMEDIES**

23.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:

- 23.1.1 to rescind the Order;
- 23.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- 23.1.3 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 23.1.4 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- 23.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- 23.1.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

**24. GOVERNMENT CONDITIONS**

24.1 All terms of any principal contract relating to the Order (including any Government costing clause) are incorporated herein so far as the same are applicable hereto. Particulars of the relevant conditions will be supplied to the Seller upon demand and, upon acceptance of the Order, the Seller is accordingly deemed to accept and to be bound by such conditions as fully as if the same had been expressly set out herein.

**25. ANTI-BRIBERY**

25.1 The Seller shall and shall procure that persons associated with it or persons who are performing services in connection with the Contract:

- 25.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, United States Foreign Corrupt Practices Act of 1977, the United Nations Convention against Corruption, all as may be amended from time to time ( Relevant Requirements);
- 25.1.2 comply with the Buyer's Code of Conduct, as the Buyer may amend from time to time;
- 25.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 25.1.4 not do, or omit to do, anything that will cause or lead the Buyer to be in breach of any of the Relevant Requirements;
- 25.1.5 promptly report to the Buyer if it becomes aware of any breach of this condition or if any request or demand for any undue financial or other advantage of any kind is received by the Seller or any person associated with it connection with the performance of the Contract;
- 25.1.6 if requested, provide the Buyer with any reasonable assistance, at the Buyer's reasonable cost, to enable the Buyer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Relevant Requirements.

25.2 For the purpose of this condition 25, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act).

25.3 The Seller warrants and represents that:

- 25.3.1 neither the Seller nor any of its officers, employees or other persons associated with it:
  - has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
  - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
  - has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- 25.3.2 none of the officers or employees of the Seller or any person associated with it or any other person who is performing services in connection with this agreement is a foreign public official, and;
- 25.3.3 no foreign public official owns a direct or indirect interest in the Seller or any person associated with it and no public official has any legal or beneficial interest in any payments made by the Buyer under this agreement.
- 25.3.4 none of the officers or employees of the Seller or any person associated with it or any other person who is performing services in connection with this agreement is a foreign public official.

25.4 The Seller shall promptly notify the Buyer if, at any time during the term of the Contract its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in this condition at the relevant time.

25.5 If the Buyer terminates the Contract for breach of this condition the Seller shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

**26. TRANSPARENCY, AUDIT AND RECORD KEEPING**

26.1 Section 4 of the Norwegian Transparency Act dated 18 June 2021 nr. 99 imposes a duty on enterprises to make due diligence within the scope of the Act, in accordance with the OECD's Guidelines for Multinational Enterprises. In order for the Buyer to fulfil its obligations under this Act, the Seller accepts and acknowledges that it must contribute to the implementation of such activities as required for a proper due diligence, and incorporate similar requirements into agreements and terms with its suppliers and sub-suppliers.

26.2 The Seller shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Seller in connection with the Contract and the steps taken by the Seller to comply with its obligations under the Contract during the previous six years. The Seller shall ensure that such records and books of accounts are sufficient to enable the Buyer to verify the Seller's compliance with its obligations under the Condition 25.

26.3 The Seller shall permit the Buyer and its authorised representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of the Condition 25, to access and take copies of the Seller's records and any other information held at the Seller's premises and to meet with the Seller's personnel to audit the Seller's compliance with its obligations under the Condition 25. Such audit rights shall continue for five years after termination of this agreement. The Seller shall give all necessary assistance to the Buyer or the Buyer's authorised representatives to conduct its auditing and verification programmes during the term of the Contract and for a period of five years after termination of the Contract.

**27. HEALTH AND SAFETY**

27.1 The Seller shall comply in respect of the Goods with the duties laid down in section 4 of the Norwegian Working Environment Act dated 17 June 2002 no. 62 and shall indemnify the Buyer against all damage, costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach of those duties.

27.2 The Seller shall provide to the Buyer safety data sheets and other documentation as required with each delivery of the Goods, in accordance with the European Union Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

**28. DATA PROTECTION COMPLIANCE**

28.1 Both parties will comply with all requirements of the applicable data protection legislation, including but not limited to the GDPR and the Norwegian Personal Data Act dated 14 April 2000 no. 31. This condition is in addition to, and does not relieve, remove or replace, a party's obligations or rights under such data protection legislation.

**29. LAW AND SEVERABILITY**

29.1 Unless otherwise specified, the formation, existence, construction, performance and validity and all aspects of the Contract to which these Conditions apply shall in all respects be governed by and interpreted in accordance with the laws of Norway and be subject to the exclusive jurisdiction of the Norwegian Court.

29.2 Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights and remedies provided by law.

29.3 If any condition or part-condition of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant condition or part-condition shall be deemed deleted. Any modification to or deletion of a condition or part-condition under this condition shall not affect the validity and enforceability of the rest of these Conditions.

**30. ASSIGNMENT AND WAIVER**

30.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Buyer.

30.2 The Buyer may assign the Contract or any part of it to any person, firm or company.

30.3 Any failure of either party to enforce any provision of the Contract shall not constitute a waiver of such provision at any subsequent time.