

PG FLOW SOLUTIONS GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

December 2022

1. GENERAL PROVISIONS

1.1 These General Terms and Conditions for Supply of Goods apply for all deliveries of Equipment, Product and any appurtenant services from Supplier. Any and all Offers or any following Purchase Order Confirmations made by Supplier shall be subject to the exclusive applicability of these General Terms and Conditions for Supply of Goods.

1.2 Purchaser accepts these General Terms and Conditions for Supply of Goods upon acceptance of this Offer or any following Purchase Order Confirmation or upon issuance of a Purchase Order. Any deviating conditions have no effect for the Parties unless Supplier has accepted these in writing. Purchaser's own conditions that may be included in accompanying documents, material or Purchase Order are not accepted, regardless of whether or not these were brought to the Supplier's attention. For the sake of good order, the Parties agree that the receipt by Supplier of any accompanying documents, material or Purchase Order shall not be deemed as acceptance of such terms and conditions.

1.3 The following definitions shall apply:

"Agreement"	means the agreement between the Parties as described in Clause 1.4.	"Price"	means the total price set out in an Offer or Purchase Order Confirmation from the Supplier, as originally set out or later amended.
"Confidential Information"	means Supplier Material and information of any kind or nature whatsoever (whether orally or in writing) regarding financial information, trade secrets, know-how and other proprietary business information regarding the Supplier Group and its affiliates.	"Purchaser's Group"	means Purchaser its affiliated companies, Purchaser's other suppliers and contractors of any tier, to the extent they are involved in the project to which the Agreement relates, Customers of any tier, and the officers, directors, employees, agents, and representatives of such.
"Customer"	means a third-party purchaser and/or user of a Product.	"Purchaser Material"	means all technical reports, drawings, specifications and similar information needed for Supplier's delivery of the Products.
"Delivery"	means delivery of the Product according to Incoterms 2010 and as detailed in any specific amendments in writing and explicitly agreed between the Parties.	"Purchase Order"	means a purchase order issued by Purchaser and confirmed by a Purchase Order Confirmation from the Supplier for Products to be delivered by the Supplier to the Purchaser.
"Documentation Requirements"	means the Parties' obligation to provide documentation as set out herein or in schedule to the relevant Offer or Purchase Order Confirmation and in compliance with the agreed time schedule.	"Purchase Order Confirmation"	means a confirmation from Supplier of the Purchase Order issued by Purchaser, upon which these General Terms and Conditions for Supply of Goods are automatically an integral part of the Purchase Order Confirmation subject to any specific amendments in writing and explicitly agreed between the Parties.
"Equipment"	means any equipment or any part thereof, and any item forming part of the Product, to be delivered by the Supplier to the Purchaser.	"Supplier"	is PG Flow Solutions AS, including the Purchaser's legal representatives, successors and assignees.
"Offer"	means offer issued by Supplier to Purchaser for Products to be delivered by the Supplier to the Purchaser upon which these General Terms and Conditions for Supply of Goods are automatically an integral part subject to any specific amendments in writing and explicitly agreed between the Parties.	"Supplier's Group"	means the Supplier, its affiliated companies, Supplier's other suppliers and contractors of any tier, to the extent they are involved in the project to which the Agreement relates, and the officers, directors, employees, agents, and representatives of such.
"Party"	means either Purchaser or Supplier	"Supplier Material"	means all technical reports, drawings, specifications and similar information related to the Products (regardless of method of storage).
"Parties"	means Purchaser and Supplier	"Tolerance Criteria"	means any requirements set out in Supplier Materials for the Product.
		"Variation Order"	means a written, signed order issued by the Purchaser for variation of Agreement.

1.4	The agreement between the Parties governing a purchase of Products shall consist of the following documents:	6.2	Unless otherwise agreed in the Offer or Purchase Order Conformation, all cost related to class approval of Equipment or Product is invoiced to the Purchaser. If Equipment is class approved by default this cost is included in the Price.
	(i) The relevant Purchase Order Confirmation (ii) The relevant Offer (iii) These General Terms and Conditions for Supply of Goods (iv) Orgalime S2012 – General Conditions for the Supply of Mechanical, Electrical and Electronic Products. (v) Orgalime S2012S – Supplementary Conditions for the Supervision of Installation of Mechanical, Electrical and Electronic Products delivered under Orgalime S2012 (vi) The relevant Purchase Order (excluding any Purchaser's terms and conditions or any reference thereto).	7.	DOCUMENTATION Supplier will furnish to Purchaser necessary drawings, plans and instruction manuals for the installation of the Product as set out in the Offer or Purchase Order Confirmation. The Supplier may submit the documentation electronically or by giving the Purchaser online access to such documentation.
	In case of conflict or unclarity between the documents, they shall be given priority in the order stated above.	7.1	
1.5	The Agreement constitutes the entire agreement between the Parties and shall supersede all prior agreements, understandings and commitments, whether oral or in writing, between the Parties concerning Products.	7.2	In the event that the vessel, plant or site where the Product or Equipment is to be installed do not fully comply with the Tolerance Criteria, the Supplier will be entitled to issue Variation Order Request for any increase, decrease in the quantity, character, quality, kind or execution of the Product or Equipment or any part thereof, as well as changes in the Schedule
1.6	Notices, claims, etc. which this Agreement requires to be presented in writing, shall be sent by letter or e-mail to the other Party's appointed representative without undue delay.	7.3	At the full or partial deliveries of the Product or Equipment, Purchaser shall search the delivered Product and Equipment for and notify Supplier in writing within 48 (forty-eight) hours of delay of any defects, discrepancies and inconsistencies in the Product, Equipment or delivered parts thereof and the Documentation Requirements. If the Purchaser does not notify the Supplier within the said deadline of 48 (forty-eight) hours, the Purchaser shall be deemed as having accepted the delivery as correct.
2.	INVALIDITY AND SEVERABILITY	7.4	The Purchaser's sole remedy in event that it deems the Documentation Requirements not fulfilled is to order specific performance of the Offer or Purchase Order Confirmation.
2.1	Shall any part of this Agreement be found invalid or unenforceable by a court or administrative body with competent jurisdiction, such invalidity or unenforceability shall not have an effect on the remaining provisions under this Purchase Order and shall remain in force. The Parties agree that they in good faith shall try to amend the invalid or unenforceable provisions with such provisions that are valid so as to achieve to the greatest the economic, legal and commercial objectives of the invalid or unenforceable provision.	8.	DELIVERY AND PACKAGING
3.	ORDERING OF PRODUCTS	8.1	The Product shall be delivered at Supplier's registered address FCA (Free Carrier), Sande, Norway, in accordance with INCOTERMS 2010 unless otherwise stated in the Offer or Purchase Order Confirmation. Title to the Products shall be transferred to Purchaser when paid in full by Purchaser. Risk of any and all parts of the Product shall be transferred to Purchaser when the Delivery has taken place.
3.1	Supplier and Purchaser will confirm the order of the Products by signing the Purchase Order Confirmation.	8.2	Delivery shall be made within the agreed delivery time or period set out in the Offer or Purchase Order Confirmation. Packaging will comply with relevant codes of practice applicable to the kind of Product and will be packed in such way suited for relevant transport and to be stored indoor in a proper and safe manner unless otherwise agreed in writing. For the purpose of transportation, Supplier may deliver partial shipments of assembly. Assembly at Purchaser's site not included if not otherwise agreed.
4.	SUPPLIER WILL ISSUE A PRODUCTION AND TEST PLAN AFTER THE ISSUE OF THE PURCHASE ORDER CONFIRMATION.PERFORMANCE OF THE WORK	8.3	If the Offer or Purchase Order Confirmation explicitly includes Supplier assistance or supervision during installation and commissioning, such services are charged according to Supplier's standard rates, unless otherwise agreed.
4.1	Supplier will deliver the Products in a professional and careful manner and in accordance with the Offer or Purchase Order Confirmation. Supplier will comply with relevant requirements and technical documentation following from the Offer or Purchase Order Confirmation. Supplier may subcontract part of the work.	8.4	Purchaser shall prepare the vessel, plant or site where the Product or Equipment is to be installed to fully comply with the Tolerance Criteria set out in the Supplier's drawings and other documents. The Purchaser is responsible for coordinating Supplier's activities on the vessel, plant or site in relation to the activities running in parallel and shall ensure that the Supplier can perform its tasks in an efficient and safe manner without interference.
4.2	Any inspection or audit carried out by the Purchaser shall be implemented in the production and test plan and shall only be carried out after reasonable prior notice and to the extent that it does not affect the progress and agreed date of Delivery. Inspections and tests initiated by the Purchaser will be regarded as an integrated part of the quality assurance of the delivery.		
5.	PRICING OF PRODUCTS		
5.1	Unless otherwise stated in the Offer or Purchase Order Conformation, the agreed Contract Price is in NOK exclusive VAT and is subject to adjustment in event of increase in Supplier's expenses related to materials, labor, currency, taxes, duties, packaging, freight costs and/or regulatory changes etc.		
6.	CLASSIFICATION OF PRODUCT		
6.1	Unless otherwise agreed in the Agreement, the Supplier's Product to follow the regulations and / or the classifications, as referred in the Supplier's the Offer or Purchase Order		

9.	INVOICE AND TERMS OF PAYMENT	12.	VARIATIONS
9.1	The Contract Price is to be invoiced at issue date of the Purchase Order Confirmation. The Supplier may submit invoices to Purchaser by e-mail. Purchaser shall, within 14 (fourteen) calendar days after receipt of an invoice pay the amount due to Supplier according to the invoice. All invoices will be issued in compliance with the prevailing invoicing requirements under applicable Norwegian law and regulations. The basis of calculation of VAT and the relevant VAT-amount will be stated in NOK. If the Purchaser does not notify the Supplier within 48 (forty-eight) hours after the receipt of the invoice, the Purchaser shall be deemed as having accepted the invoice as correct. The Purchaser shall in no event be entitled to withhold or offset any payment. In event of late payment Purchaser shall pay interest at a rate of 3 months NIBOR + 8 % (eight per cent).	12.1	Purchaser has the right to order variations in the quality, quantity, character, kind, features and characteristics of the Products or part thereof, as well as in the time of delivery, by issuing a written Variation Order.
10.	CONFIDENTIALITY	12.2	Supplier shall within reasonable time after receipt of a Variation Order from Purchaser submit to Purchaser an estimate in writing of effects of the variation on the Price and time of delivery. The Supplier is not obligated to implement a Variation Order before Purchaser has approved the variation in writing. If the progress of the work is depending of Purchaser's approval of a Variation, the Supplier may, without any liability, suspend the work until such approval is given. The Purchaser shall bear any claim, loss, cost and/or expense related to such suspension and the delivery date shall be extended equally to the period of suspension.
10.1	The Parties agree that the content under this Agreement and information of any kind or nature whatsoever (whether orally or in writing) regarding financial information, trade secrets, know-how and other proprietary business information regarding the Parties or their affiliates shall be deemed to be confidential and proprietary.	13.	SUSPENSION
10.2	The Parties shall treat, and shall cause its officers, directors, employees, advisors and auditors to treat such information as strictly confidential and shall not divulge or disclose (directly or indirectly) such information to any other person or entity (other than to its officers, directors, employees, advisors and auditors who reasonably require access to such confidential information for the purpose for which it was disclosed), except when obliged to do so based on mandatory law or a valid court order.	13.1	In the event that the Purchaser has suspended the performance under a contract between the Customer and Purchaser, Purchaser has the right to suspend performance under the Agreement upon 30 (thirty) working days prior written notice specifying which parts of the work that is subject to suspension. Upon receipt of Purchaser's notice to suspend the performance of the Agreement or any part thereof, Supplier shall see to that work is ceased in an orderly manner on the suspended parts of the Agreement until receipt of Purchaser's written notice to resume and shall at Purchaser's cost and expense take such actions as may be necessary to protect and safeguard the part(s) of the delivery affected by the suspension.
10.3	Confidentiality obligations as stated above shall be valid and binding for 5 (five) years following the Delivery or termination of this Agreement.	13.2	In the event that the Purchaser's payment is delayed by 14 (fourteen) calendar days after due date, the Supplier has the right to suspend its work related to any Agreement, without any liability, until all Purchaser's amounts due to Supplier are settled.
11.	INTELLECTUAL PROPERTY RIGHTS	13.3	The Purchaser shall bear any claim, loss, cost and/or expense related to suspension affecting the Supplier on basis of this Section 13 and the delivery date shall be extended equally to the period of suspension.
11.1	Supplier reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in the Agreement are transferred or granted to the other Party. Supplier shall be the sole and exclusive owner of Supplier Material and any other intellectual property rights, knowhow or confidential information developed by either Party in relation to the Products, the Agreement.	14.	TERMINATION FOR CONVENIENCE
11.2	Purchaser acknowledges that Supplier Material provides know-how essential for the production of high quality fish handling systems and constitutes Supplier's valuable trade secrets. Purchaser shall not use Supplier Material or any know-how derived therefrom for any purpose other than the normal and intended use of Products by Purchaser or Customer discernible to Supplier at the issue date of the Offer or Purchase Order Confirmation. Purchaser shall, at no charge to Supplier, and as Supplier directs, destroy or surrender to Supplier promptly at its request any Supplier Material and copies thereof, and shall provide Supplier a duly signed notice confirming the same.	14.1	Purchaser may by written 60 (sixty) working days prior notice to Supplier terminate the Agreement, or parts of it, with the consequence that the performance concerning the Products ceases immediately either partly or fully. Following such cancellation, Purchaser shall pay:
11.3	Purchaser warrants that the Purchaser Material is not subject to any retention or title or any other (limited) rights of third parties. Purchaser shall defend, hold harmless and indemnify Purchaser from and against any claims and costs resulting from infringement of patent or other intellectual or industrial property rights arising out of or in connection with performance of Supplier's activities related to Purchaser Material.	a)	the unpaid balance due to Supplier for that part of the work already performed, and
		b)	all costs incurred by Supplier and sub-suppliers in connection with materials ordered prior to receipt of the notice of cancellation by Purchaser, and compensation for work performed on such materials prior to the said date, and
		c)	all necessary cancellation charges and administration costs incurred by Supplier in connection with the cancellation as a minimum 10 % (ten per cent) of the Price, and
		d)	Supplier's and sub-suppliers other expenses directly attributable to an orderly closeout of the Agreement,
			Payment shall be made 30 (thirty) calendar days after Supplier's invoice subject to Clause 9.

15.	TERMINATION FOR CAUSE	
15.1	Notwithstanding any provision in this Agreement, the Supplier has upon any of the following events the sole right to terminate the Agreement:	
	a) Purchaser's payment is late by 45 (forty-five) calendar days;	
	b) upon Purchaser becoming insolvent or stops its payments, or making a composition or arrangements with its creditors or a winding-up order being made (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed; or	
	c) Purchaser is in material breach of its obligations.	
	Following such termination, Purchaser shall pay a compensation to the Supplier calculated in accordance with provisions a) – d) of Clause 14.1.	
16.	COMPLIANCE AND BUSINESS ETHICS	
16.1	Business Ethics	
16.1.1	The Purchaser shall ensure that it complies with the principles set out in Supplier's Code of Conduct and made available on [=]. Supplier may take any reasonable actions to monitor and audit Purchaser Group's compliance with Supplier's Code of Conduct.	
16.1.2	Purchaser undertakes that neither it nor any other member of its group has and will, directly or indirectly, take part in any action or omission that constitutes (a) bribery, corruption or trading in influence; (b) violation of any applicable laws and/or regulations implemented to combat money laundering; (c) violation of sanctions and/or, trade embargoes; (d) violation of applicable health, safety and environmental laws and/or regulations, including labour standards; and/or (e) violation of applicable laws and/or regulations on anti-trust and/or competition and/or (f) violation of any human right regulations.	
16.1.3	Purchaser shall implement adequate and proportionate procedures to ensure compliance with the obligations set out in this Agreement and shall immediately report to the other Party any act or omission which could possibly be seen as a breach of this Agreement.	
16.2	HSEQ, Liabilities and Auditing	
16.2.1	The Parties are each responsible for their performance related to Agreement and the safe delivery of Products and shall give the highest priority to safety in order to avoid injury to any person and/or damage to any property.	
16.2.2	Both Parties shall ensure that their employees and subcontractors comply with local and international applicable health, safety and environmental laws, rules, regulations and any other requirements referred to by a Party or any of the foregoing as may be varied or supplemented from time to time.	
16.2.3	The Parties undertakes to show consideration for the environment in their business, e.g. in relation to the usage of recyclable materials in producing and packing the Product and Equipment. Supplier shall constantly strive to avoid the use of scarce resources in all areas of its business including, but not limited to, administration, production, packaging, transport, etc. This includes implementing procedures to ensure that wood from high conservation forests is avoided whenever possible. The Parties warrants that their activities are in compliance with local law and legislation and do not harm the environment.	
16.2.4	Each of the Parties remains at all times responsible for its	
		subcontractors, employees and agents.
16.2.5		If the Purchaser through its own mistake (or by the mistake of its subcontractors or employees) imposes extra costs on the Supplier due to inter alia wrong documentation, Purchaser Material, specifications, documents, Purchaser shall be liable to compensate Supplier for all such costs.
16.3	Personal Data Protection	
16.3.1	To the extent Purchaser processes personal data on behalf of Supplier, Purchaser will take the role as processor and Supplier will be the controller, as defined in applicable data protection laws and regulations. As processor of personal data on behalf of Supplier, Purchaser warrants and represents compliance with applicable data protection laws and regulations, as applicable from time to time. Purchaser shall not process personal data on behalf of Supplier without Supplier's written consent. Such consent may be made subject to Supplier's standard information management agreement and, if applicable, controller-to-processor data transfer agreement based on the standard contractual clauses issued by the EU Commission.	
16.4	Non-compliance	
16.4.1	If Purchaser identifies or reasonably suspects non-compliance with or breach of obligations set out in this Clause 16, Purchaser shall notify Supplier of such Non-Compliance. Purchaser shall provide all reasonable assistance to enable Supplier to investigate the Non-Compliance at Purchaser's cost and expense.	
16.4.2	If Supplier deems the Non-Compliance material with regard to (i) the nature of the principle concerned, (ii) any potential effect on Supplier's or its affiliates reputations, or (ii) the performance of the Agreement, and/or is not able to be corrected, Supplier may terminate the Agreement by written notice.	
17.	WARRANTY	
17.1	Supplier warrants that all and any Products covered or delivered in connection with the Agreement will conform with the obligations set out herein and free from defects for a period of 12 (twelve) months after Delivery or 24 months from shipment of the Product and/or Equipment, whichever date comes first. Supplier will not be liable under this warranty for any work or Products exceeding the original scope of work or scope of delivery, including labor to remove or reinstall any Product, Equipment or part thereof supplied by Supplier, for offshore transportation or freight of such deliverable or any replacement deliverable, for heavy lift operations, for down time or for any other costs not directly related to repair and replacement. Product or Equipment which Supplier determines to have been subjected to abuse, improper use, and/or inadequate maintenance and/or cleaning will not be covered by any warranty of Supplier. Furthermore, the Supplier will not be liable under this warranty for any damage, loss or claim related to biomass or Purchaser's failure to prepare the vessel, plant or site where the Product is to be installed in full compliance with the Tolerance Criteria.	
		THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT.
17.2	Should Supplier fail to meet the warranties during the warranty period, the Supplier shall at Supplier's option replace or rectify the defects, or Purchaser may have such defects remedied itself or by a third party at Supplier's cost subject to Supplier's prior written approval.	
17.3	The Purchaser shall bear any additional costs which the	

	Supplier incurs for remedying the defect caused by the Product or Equipment being located in a place other than the destination stated at the formation of the Contract for the Supplier's delivery to the Purchaser or – if no destination has been stated – the place of Delivery. Cost related to travel expenses, accommodation and waiting time at a repair situation during warranty period is covered by the Purchaser, according to Supplier's standard rates.	negligence in any form, including but not limited to gross negligence and/or willful misconduct.
18.	FORCE MAJEURE	
18.1	If an extraordinary situation beyond the control of the Parties arises and prevents them from fulfilling their obligations under the Agreement, and that under Norwegian law must be considered a force majeure situation, the Party affected shall give notice in writing as soon as possible. If the affected Party fails to inform the other Party of the force majeure situation without undue delay, that Party shall forfeit its right to claim that fulfilment of the obligation was prevented by a force majeure situation. The Parties' obligations are suspended for the duration of the extraordinary situation.	Supplier's liability shall in no event exceed Purchaser's liability towards the Costumer.
18.2	Neither Party shall be deemed to be in breach of any obligation under the Agreement if and to the extent that the Party can substantiate that fulfilment of the obligation was prevented by force majeure.	The Supplier's aggregate liability (including but not limited to liability for delay, warranty and defects, and regardless of whether the Agreement is terminated or not) shall in no event exceed 10 % (ten per cent) of the Price, regardless of whether caused by strict liability, breach of duty or negligence in any form, including but not limited to gross negligence and/or willful misconduct.
18.3	Each Party shall cover their own costs resulting from the force majeure situation, and force majeure shall not affect Price.	
18.4	In the event of a force majeure occurrence, the affected Party that is or may be delayed with performing under the Agreement shall notify the other Party without delay giving the full particulars thereof and shall use all reasonable endeavors to remedy the situation without delay.	
19.	LIABILITY	
19.1	Liability for delay	
19.1.1	In case of failure of timely Delivery of Products due to circumstances caused fully and solely by the Supplier, Purchaser may demand that Supplier pays Purchaser a sum by way of liquidated damages of 0,10 % (null-point-ten per cent) of the Price of the delayed portion of the Equipment per business week of delay	Purchaser shall indemnify and hold harmless Supplier and/or Supplier's Group from and against any claim, liability, cost or expense howsoever arising in respect of:
19.1.2	In the event that the Delivery is partially delayed; the liquidated damages shall be calculated only on that delayed part of the delivery. Basis for the calculation of liquidated damages shall be the proforma invoice value of the delayed part of the delivery.	(i) Injury to or death of any member of the Purchaser and/or Purchaser's Group;
19.1.3	Such liquidated damages shall not exceed a total of 5 % (five per cent) of the Price. Liquidated damages constitutes Purchaser's sole and exclusive remedy in event of delay. Purchaser shall forfeit its right to liquidated damages if the claim is not lodged within 7 (seven) calendar days from agreed Delivery date.	(ii) Loss of or damage to the property of any member of the Purchaser and/or Purchaser's Group; and
19.2	Liability for defect	(iii) Loss of or damage to the Equipment after Delivery of the Equipment to Purchaser;
19.2.1	A defect shall be deemed to exist in relation to the Products if they are defective under the general principles of Norwegian law conditioned that Supplier is responsible for such defect under Clause 17.1. A defect shall entitle Purchaser to invoke its rights according to Clause 17.2 herein as its sole and exclusive remedy.	in each case, regardless of whether or not contributed by the negligence in any form of any member of Supplier and/or Supplier's Group.
19.3	Limitation of liability	Purchaser shall indemnify and hold harmless Supplier and/or Supplier's Group from and against any claims for injury to or death of or loss of or damage to the property of any third party (being any person not a member of Purchaser's Group or the Supplier's Group) to the extent caused by negligence of any member of Purchaser's Group or any member of Supplier's Group respectively.
19.3.1	Supplier shall not be liable to Purchaser and Purchaser's Group for any consequential or indirect losses or damages whatsoever arising out of or in connection with the performance or non-performance of this specific Agreement. The Purchaser shall protect, defend and indemnify Supplier from and against all such claims whether caused by strict liability, breach of duty or	
		20.
		INDEMNITY
		Purchaser shall indemnify and hold harmless Supplier and/or Supplier's Group from and against any claim, liability, cost or expense howsoever arising in respect of:
		(i) Injury to or death of any member of the Purchaser and/or Purchaser's Group;
		(ii) Loss of or damage to the property of any member of the Purchaser and/or Purchaser's Group; and
		(iii) Loss of or damage to the Equipment after Delivery of the Equipment to Purchaser;
		in each case, regardless of whether or not contributed by the negligence in any form of any member of Supplier and/or Supplier's Group.
		20.2
		Purchaser shall indemnify and hold harmless Supplier and/or Supplier's Group from and against any claims for injury to or death of or loss of or damage to the property of any third party (being any person not a member of Purchaser's Group or the Supplier's Group) to the extent caused by negligence of any member of Purchaser's Group or any member of Supplier's Group respectively.
		21.
		INSURANCE
		Purchaser and Supplier shall acquire and maintain relevant insurance sufficient to cover their obligations and liabilities under this Agreement and under relevant laws and regulations.
		22.
		ORGALIME
		The clauses 6, 7, 8, 9, 15, 36 of Orgalime S2012 shall not apply, as well as references to the aforementioned clauses.
		22.1
		The clause 17 of Orgalime S2012S shall not apply, as well as references to the aforementioned clause
		22.2
		The clause 6 of Orgalime S2012S shall be amended to include as 6 g) The Purchaser shall place free of charge near the vessel, site or plant at the disposal of the Supplier personnel a suitable furnished room with access to suitable amenities as, but not limited, office space, internet access, toilets.
		22.3
		23.
		ASSIGNMENT
		Purchaser shall not at assign, transfer or sub-contract any part of its rights and obligations under this Agreement to any other person or sub-contractor without Supplier's prior written consent.
		23.1
		NOTICES AND COOPERATION
		Any notice, request or other communication to be given or served pursuant to this Agreement shall be in writing, either in English or in Norwegian.
		24.
		Purchaser shall duly inform Supplier of all matters that may
		24.1

affect the production or supply of Products, including any suggested improvements or corrections to the production processes, specifications or drawings.

25.1

The Agreement shall be governed by and construed in accordance with the laws of Norway. The Parties hereto submit themselves to the jurisdiction of the District Court in Drammen.

25. GOVERNING LAW AND LEGAL VENUE