



**NOVELDA**

## NOVELDA TERMS AND CONDITIONS FOR SALE & DELIVERY

By signing and subsequent purchase, download, accessing, installing or otherwise using the products, including evaluation products, services, or software (the "Products") of Novelda AS (org. nr 987 361 719), Garverivegen 2, NO-3850 Kviteseid, Norway ("NOVELDA"), the recipient of the Products (the "Customer"), agrees to these Terms & Conditions (the "Terms"). If the Customer does not agree to these Terms, the Customer should not download, access, install or use the Products, and if the Products are provided on physical media, promptly return the Products to the source from which it was obtained.

These Terms, including any updates by NOVELDA as provided for below, shall contain the whole agreement between the parties, or by an amendment signed by both parties after the effective date. These Terms include and incorporate any terms and conditions specifically stated in a quotation between the parties ("Quotation") and the applicable product datasheet. In the event of a conflict between these Terms and any attachment, the language in the applicable Quotation will control.

If Customer has ordered Products from NOVELDA and such order is deemed to be an offer by Customer, NOVELDA's acceptance of such offer is expressly conditional on Customer's acceptance of these Terms.

### 1 Disclaimer

THE NOVELDA PRODUCTS ARE NOT DESIGNED FOR AND SHALL NOT BE USED IN CONNECTION WITH ANY APPLICATIONS WHERE THE FAILURE OF SUCH PRODUCTS COULD RESULT IN PERSONAL INJURY OR DEATH ("SAFETY-CRITICAL APPLICATIONS"). SAFETY-CRITICAL APPLICATIONS INCLUDE, WITHOUT LIMITATION, ANY MEDICAL OR URGENT CARE DEVICES AND SYSTEMS, EQUIPMENT OR SYSTEMS FOR THE OPERATION OF NUCLEAR FACILITIES AND WEAPONS SYSTEMS. THE PRODUCTS ARE NOT DESIGNED NOR INTENDED FOR USE IN MILITARY, AEROSPACE OR AUTOMOTIVE APPLICATIONS OR ENVIRONMENTS, UNLESS SPECIFICALLY DESIGNATED BY NOVELDA AS SUCH. IF THE NOVELDA PRODUCT IS TO BE INCORPORATED INTO A SAFETY CRITICAL APPLICATION, YOU ARE OBLIGED TO PROVIDE NOVELDA WITH A JUSTIFICATION FOR WHY THE USE OF NOVELDA PRODUCTS ARE SAFE IN THE GIVEN SAFETY CRITICAL APPLICATION. NOVELDA ACCEPTS NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGE RESULTING FROM THE USE OF PRODUCTS IN CONTRAVENTION OF THIS DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES TO INDEMNIFY, DEFEND AND HOLD NOVELDA HARMLESS FROM ANY LOSS OR DAMAGE RESULTING FROM ANY SAFETY-CRITICAL APPLICATIONS.

I AGREE TO AND UNDERSTAND THESE TERMS

### 2 Quotations, Acceptance, Order Confirmation, Signing Contracts

Quotations issued by NOVELDA are based on these Terms, and are absolute unless otherwise is agreed in writing. By ordering Products, the Customer also agrees to NOVELDA's Terms. Customer's dispatch of own or different terms and conditions of sale and delivery will not affect the Quotation or its content.

The sales contract will not be valid until NOVELDA has either confirmed the Customer's order in writing provided by NOVELDA (an "Order Confirmation") or shipped the Products, depending on whatever comes first. Should NOVELDA's Order Confirmation differ from the Customer's order in terms of amendments, reductions, or conditions, and the Customer is not willing to accept such deviances, the Customer must report this to NOVELDA in writing without groundless delay, at the latest within three (3) working days. Unless otherwise stated, the Order Confirmation from NOVELDA will be in force.

### 3 Prices

Unless otherwise stated in NOVELDA's pricelists, the prices listed are exclusive of VAT (Value Added Tax), insurance, carriage, duty and service charges. The price does not include assembly, installation, support, or other services required to ensure the Product is operational within the Customers product.

The price list represents a guidance to the price of the Product. The Customer will obtain a confirmed price by asking NOVELDA for a quote. The prices and quantities in the Quotation will be binding for the period and the term the Quotation is stated to be valid. When an order is placed, NOVELDA will send an Order Confirmation. The prices in the Order Confirmation will reflect the prices of the Quotation.

### 4 Evaluation Products

Any Product marked as an Evaluation Product is provided to the Customer under an evaluation, demonstration or beta software license ("Evaluation Product") and will be subject to the provisions of this Section 3 in addition to the Terms, except for those specifically excluded below. A Product is considered marked as Evaluation Product if the datasheet, software package, Quotation, Order Confirmation, webshop product description, or web site for download states that the Product is an Evaluation Product. The Customer may use the Evaluation Product solely for the purpose of evaluating the suitability of the Evaluation Product for licensing from NOVELDA or for demonstrating the Evaluation Product internally within the Customer's organization, as applicable. The Evaluation Product is provided "as is" without indemnification, support or warranty of any kind, whether express, implied, statutory, or otherwise, or any other representations provided by NOVELDA below. The limited warranty referenced in Section 8 below, the change restrictions for physical form factor and electrical interface, and the PCN and End-of-Life obligations in Section 11 below are not applicable to the Evaluation Product. Notwithstanding anything to the contrary herein, NOVELDA has no duty to provide support for the Evaluation Product, and NOVELDA BEARS NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE OF THE EVALUATION PRODUCT.

### 5 Delivery

Quoted and confirmed orders are shipped Incoterms 2020 Ex Works from NOVELDA's warehouse or directly from the producer. The Products are considered to be delivered either when NOVELDA has informed the Customer that the Products are ready to be collected, or Products are dispatched by shipment from NOVELDA's warehouse.

### 6 Payment

NOVELDA's standard payment terms are payment at order placement. Any deviation from this shall be agreed in writing.

The Customer agrees to pay the purchase price within the due date even if the Customer files claims of Product defects or deficiencies, and the Customer is in every circumstance obligated to pay the purchase price in due time for those parts of the delivery that are not not compliant with the Order Confirmation or defective. If disputes about Product defects or deficiencies arise, the Customer is obligated to deposit the purchase price in Customer's bank as a security for payment to NOVELDA. NOVELDA reserves the right to freeze further deliveries should the Customer exceed agreed-upon credit limits or be late with payments to NOVELDA.

### 7 Delays

All estimated delivery dates are calculated to the best of NOVELDA's judgment. NOVELDA reserves the right to change the date of delivery because of relations beyond the direct control of NOVELDA. Should NOVELDA learn that the delivery cannot be made on time, or if a delay from NOVELDA has emerged, the Customer shall be notified.

The Customer is not entitled to claim delay as a reason for breach of agreement and/or contract with NOVELDA, and cannot claim compensation for direct or indirect losses inflicted on the Customer as a consequence of the delay. Liability for damages will under every circumstance be limited to the purchase price of the delayed Products. Delays resulting from the delivery being held back because of the Customer's missing settlement of due invoices or exceeded credit limits are entirely the Customer's responsibility and liability. Should the delay exceed three (3) months, the Customer is entitled to cancel the order.

### 8 Force Majeure

The time of delivery shall in every circumstance be postponed with the time found to be reasonable in light of the situation, if the delay is caused by occurrences beyond NOVELDA's control or commands, such as but not limited to industrial disputes, strikes, fire, mobilization or similar unforeseen military drafts, requisition, confiscation, currency restrictions, rebellions, shortage of logistics, general shortage in production, rejection of production batches, authority intervention, import- or export restrictions, revoked or rejected licenses, reduction in power supplies, and shortage in supplies resulting from the aforementioned conditions, in Norway or abroad.

### 9 Defects & Deficiencies – Complaints

NOVELDA warrants that the delivered Products conform to NOVELDA's published specifications for such Novelda Products. NOVELDA warrants that Products will be substantially without manufacturing defects or deficiencies. NOVELDA'S warranty is valid for twelve (12) months from the date of delivery. NOVELDA rejects any extended warranty claims, unless agreed in writing. Evaluation Products are expressly excluded from NOVELDA'S warranty. The Customer is not entitled to any remedies for defects and/or deficiencies in any Evaluation Products.



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The Customer is responsible for immediately checking Products for defects or deficiencies upon delivery.

All delivered Products shall be construed to be accepted by Customer and without any defect or deficiencies unless (a) the Customer submits a warranty claim to NOVELDA within five (5) days of delivery; or (b) if the applicable defect or deficiency at the date of delivery was unapparent, concealed or latent, the Customer must submit such warranty claim without groundless delay and in no event later than three (3) months of the date of delivery. The Customer agrees that any deficiencies manifested after three (3) months of delivery do not constitute a manufacturing defect or deficiency and do not entitle Customer to any redress or compensation.

Notwithstanding the foregoing, NOVELDA will not be liable for any defect or deficiency due to Customer's (or anyone acting on Customers' behalf): (a) Customer use of the Product outside of scope defined in product datasheet; (b) neglect, misuse or mistreatment; (c) installation of non-Novelda or 3rd party SW/FW, testing, alteration or modification of the Product (including but not limited software and hardware); (d) design, product specifications or instructions or improper system design.

Upon submission of a valid warranty claim, NOVELDA may unilaterally elect applicable remedy method, which includes replacing or repairing the Product, or provide proportional price reduction. NOVELDA shall inform the Customer of the elected remedy. Novelda retains the right to conduct a minimum of two repair attempts. The Customer is obliged to follow NOVELDA's procedures for returning Products with defects or deficiencies, including obtaining the RMA-number before the return is completed.

NOVELDA is obligated to complete repairs or replacements under this warranty within reasonable time. The Customer shall notify NOVELDA upon a failure to meet such reasonable deadline and provide NOVELDA with an additional thirty (30) days to finalize or provide outstanding repairs or replacements. Failure to meet such additional deadline, if such delay is not due (or partially due) to any action or inaction of Customer, entitles Customer to rescind its order limited to the applicable defect Product(s).

THE CUSTOMER ACCEPTS THESE WARRANTY TERMS AS SOLE CLAIM AND REMEDY AGAINST NOVELDA FOR DEFECTS AND/OR DEFICIENCIES. THE CUSTOMER FORFEITS ITS RIGHTS TO CLAIM ANY OTHER REDRESS, INCLUDING DAMAGES, IRRESPECTIVE IF SUCH REDRESS MIGHT OTHERWISE BE ENFORCEABLE IN ACCORDANCE WITH RELEVANT LEGISLATION, CONTRACT OR SIMILAR. ANY PERFORMANCE BY NOVELDA IN CONNECTION WITH A WARRANTY CLAIM IS AFFECTED WITHOUT RECOGNITION OF A LEGAL OBLIGATION.

The place of fulfillment for NOVELDA'S remedies will be NOVELDA'S place of business unless otherwise agreed in writing. The Customer shall cover cost associated with transportation/freight, dismantling/dismantling and subsequent installation of Products covered by this warranty.

### 10 Compensation and Limitations of Liability

UNLESS APPLICABLE MANDATORY LAWS OTHERWISE PROVIDE, NOVELDA SHALL HAVE NO LIABILITY FOR ANY DEFECTS, DEFICIENCIES OR DAMAGE RESULTING FROM THE CUSTOMER NOT FOLLOWING THESE TERMS, GUIDANCE DOCUMENTATION OR OTHER SUPPLEMENTARY DOCUMENTATION PROVIDED BY THE MANUFACTURER AND/OR NOVELDA AND ENCLOSED WITH THE PRODUCTS. NOVELDA ASSUMES NO PRODUCT LIABILITY OR OTHER LIABILITY AND DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY RELATING TO PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

IN NO EVENT SHALL NOVELDA BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS AND PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE A PRODUCT, EVEN IF NOVELDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL NOVELDA BE LIABLE FOR PRODUCT LIABILITY OR OTHER LIABILITY ARISING OUT OF ANY HARM OR INJURY TO INDIVIDUALS OR PROPERTY AS A RESULT OF THE OWNERSHIP, POSSESSION OR USE OF PRODUCTS, INCLUDING WHERE PRODUCTS ARE INCORPORATED IN PRODUCTS OF NOVELDA CUSTOMERS, EVEN IF NOVELDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH HARM OR INJURY. NOVELDA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF THESE TERMS AND RESERVES THE RIGHT TO MAKE CHANGES TO SPECIFICATIONS AND PRODUCT DESCRIPTIONS AT ANY TIME WITHOUT NOTICE. NOVELDA DOES NOT MAKE ANY COMMITMENT TO UPDATE THE INFORMATION CONTAINED HEREIN. UNLESS SPECIFICALLY PROVIDED OTHERWISE

CUSTOMER ACKNOWLEDGES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS NOVELDA FROM ANY CLAIM FROM ANY THIRD PARTY ARISING OUT OF HARM OR INJURY TO INDIVIDUALS OR PROPERTY AS A RESULT OF THE OWNERSHIP, POSSESSION OR USE OF PRODUCTS, INCLUDING PRODUCTS INCORPORATED IN CUSTOMER'S OWN PRODUCTS.

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The abovementioned claims include, but are in no way limited to, attorneys' fees, legal settlements, and any penalties or fines. The Customer is obliged to keep sufficient insurance in place and will at NOVELDA's request provide NOVELDA with an insurance certificate prior to the shipping of NOVELDA products.

The Customer's right to compensation or deduction from the purchase price as a result of NOVELDA's liability, as per these Terms, is, in every circumstance, limited to the agreed net purchase price for the Products giving rise to the claim. Should NOVELDA by court order or decision be made responsible for compensation, the compensation shall be limited to the purchase price for the Product in question, assuming that the applicable law allows for such a limitation.

### 11 Product Descriptions

The Customer agrees that any information from NOVELDA regarding the Product's weight, dimensions, capacity, performance etc. in catalogues, descriptions, advertisements, prospectus, and such is to be considered as guiding, and that they are only binding should they be referred to in Product datasheets and/or statements of work from NOVELDA.

NOVELDA reserves the right at any time to improve Product specifications and designs, with the following restrictions:

- Physical form factor of the Product will not be changed
- Electrical interface of the Product will not be changed

NOVELDA specifically reserves the right to change software API's of any Product at convenience but are obliged to document and inform about the changes and maintain a revision control regime so that the Customer can know which revision maintains which API.

NOVELDA will issue Product Change Notifications (PCN) typically 90 days prior to implementation. No PCN will be issued for firmware upgrades.

NOVELDA can stop production of a Product in sale and will in this case issue an End-of-Life statement with 6 months warning of Last Time Buy (LTB) and 12 months warning for Last Time Shipment (LTS). Warning periods for LTB and LTS may be shorter if the reason for stopping production of a Product is outside NOVELDA's control.

### 12 Returns – Cancellations

Products delivered according to an agreed batch and/or execution will only be accepted in return according to the foregoing agreement and on the conditions determined by NOVELDA. The Customer is obliged to follow these provisions and the procedures established for this purpose. Products not returned according to the procedures will not be accepted. Incomplete returns are returned to the Customer unprocessed at the Customer's own expense and risk.

NOVELDA reserves the right to, when crediting because of returns, to deduct a return fee equivalent of fifteen percent (15%) of the total invoice value, minimum three-hundred NOK(300,- NOK). This provision does not apply to Products returned because of actual defects or deficiencies.

For certain Product groups, including Products tailor-made to the Customer, the Customer may, on special terms and against payment of an agreed fee, cancel orders or postpone the time of delivery, as long as this has been agreed with NOVELDA in writing.

The Customer is obliged to follow NOVELDA's procedures for returning Products, including obtaining the RMA-number before the return is completed. All returned Products shall be wrapped in their original packaging and returned to NOVELDA or any other address provided by NOVELDA in writing.

If the Customer cancels or reschedules agreed consulting services within ten (10) working days before the agreed time of delivery, the Customer will be charged with the potential loss of consultancy income and any costs incurred in connection with the preparation for delivery of the service.

### 13 Obsolescence

No claims between NOVELDA and the Customer, disregarding its nature or grounds, can, by any of the parties involved, be subject to proceedings, legal or



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otherwise, any later than two (2) years after the cause for the claim emerged, or in the case of missing payment, no later than three (3) years after the due date for the final payment.

### 14 Third Party Licenses

Components of the Products that are not NOVELDA Products may be licensed under various other licenses. License agreements for such components may be located in the Product packaging and are all incorporated in these Terms as if fully set forth. The Customer may contact NOVELDA at the address below in writing and request a copy of the license terms for such component at NOVELDA's then-current fees. If the Customer does not agree to abide by the applicable license for any such programs, the Customer may not be permitted to install or use them.

### 15 Incorporeal Rights

Should the Customer notify NOVELDA, in writing, that claims of a Product violating a third party's patent rights or rights of origin have been raised against the Customer, the Customer is obliged to allow NOVELDA to handle, at its own expenses, the Customer's case in such a lawsuit, under the conditions set forth by NOVELDA. With this, the Customer grants NOVELDA the rights to: 1) enter into the law suit, 2) take control over the proceedings and the negotiations for a conclusion or settlement of the case, 3) grant the Customer the right to continue selling the delivered Products, or change or replace the Products so they no longer violate any rights; awarded compensation or costs of the case shall fall to NOVELDA, and 4) to withdraw the Products after written request from NOVELDA; NOVELDA will provide the Customer with a compensation for the returned Products similar to the written down value of the Products.

NOVELDA will not be liable for claims of violation of patent rights or rights of origin based on functions or implementations of Products in combinations with products not delivered or manufactured by NOVELDA's Customer. NOVELDA claims no liability for claims based on third party's changes or modifications of a Product delivered by NOVELDA. NOVELDA, under no circumstances, is liable for consequential damages or claims because of the aforementioned. In addition, NOVELDA shall have no liability should the Product be developed according to the Customer's specifications, or if the violation cannot be directly linked to the delivered Products but to the Customer's specific implementation of them, hereunder additions or changes to the Product in relation with the delivered Products, or to the Products' combination, or implementation, with other products.

### 16 Patent or Licensing Rights for Software

Unless otherwise stated by NOVELDA or the producer of the software, the following applies:

1. All software is delivered with those licenses and other rights of origin, including but not limited to; documentation, licensing documents, and other information enclosed with the software or its storage media. The Customer is obliged to, upon receipt of the software; follow the instructions provided by the manufacturer/licensor in relation to e.g. return of completed licensing documents.
2. For the software, it is especially important that the Customer, upon payment of the purchase price, only acquire right of ownership for the storage media the software was distributed on. Neither right of ownership nor rights of origin for the software is transferred to the Customer unless otherwise is specifically pointed out by the manufacturer in writing. Transfer of rights of disposal for the software is made on the terms provided by the manufacturer, and normally enclosed with the software-package. The Customer shall take into particular consideration those terms and conditions governing the transfer of rights for disposal of the software after re-selling.

### 17 Intellectual Property Rights

The Customer does not acquire ownership of copyright, patent rights or other intellectual property rights in any part of any Evaluation Product, or sold or licensed Product by virtue of these terms and conditions and acknowledges that any and all copyrights, patent rights, trademarks and other intellectual property rights subsisting in or used in connection with the products including any software, documentation and/or manuals relating thereto (the Products) are and shall remain the property of NOVELDA or its licensor(s) and the Customer shall not during or after expiry or termination of its use of the Products in any way question or dispute the ownership thereof, perform any acts of reverse engineering, copying the Products in whole or in part or any other actions contrary to the interests and intellectual property rights of NOVELDA and its licensor(s).

Except for the licenses granted pursuant to an Evaluation Product, NOVELDA grants to the Customer a non-exclusive, non-transferable, worldwide, limited license to:

1. Use the Products internally for testing, evaluation, research and adaption purposes;

2. Use the Products for demonstration and/or presales activities;
3. Distribute the Products as an integrated part of the Customers own Products only and grant to end users a perpetual, irrevocable license to use the Products as part of the Customer's product, and enable any of the Customer's distributors (or similar) to grant said rights to end users;
4. Use and reproduce any documentation provided from NOVELDA pertaining to the Products (including without limitation technical documentation and user guides) solely in furtherance of the foregoing rights;

There are no implied licenses granted under these terms and conditions and all rights, save for those expressly granted to the Customer hereunder, shall remain with NOVELDA. For the avoidance of doubt, the sale or resale of the stand-alone Product by the Customer or its distributors, or in any form except as an integrated component of a functional product, is expressly prohibited.

Distribution by the Customer of the Products to end users or distributors shall be subject to terms equally protective of the rights of NOVELDA as the Terms and shall include at a minimum, contractual provisions that:

1. if to distributors, restrict use and resale of the Products as an integrated component of a functional product for redistribution only, and impose an obligation on the distributor to ensure that redistribution takes place only subject to terms equally protective of NOVELDA's rights as under these Terms and includes the minimum contractual provisions set forth herein;
2. except to the limited extent allowed by applicable law notwithstanding contractual prohibition, prohibit the duplication, reverse engineering, disassembly or de- compilation of any portion of the Product;
3. disclaim or limit, to the extent permitted by applicable law, NOVELDA's liability for any direct, indirect, consequential or similar damage, cost or expense of any kind;
4. disclaim or limit, to the extent permitted by applicable law, any warranties in respect of NOVELDA or the Product, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement; and
5. specify NOVELDA (which may be referred to as "supplier", "third party licensor" or a similar term) as a third party beneficiary.

### 18 Feedback

The Customer may provide suggestions, comments, or other feedback to NOVELDA with respect to the Products and performance thereof ("**Feedback**"). Feedback, even if designated as confidential by the Customer, shall not create any confidentiality obligation for NOVELDA. The Customer understands and agrees that by providing Feedback to NOVELDA, the Feedback automatically becomes property of NOVELDA and NOVELDA may use the Feedback for any purpose without any obligation of NOVELDA to the Customer, and the Customer is not entitled to any accounting, compensation, or reimbursement of any kind from NOVELDA under any circumstances.

### 19 Non-Disparagement

The Customer acknowledges that some of the current Products of NOVELDA represent new, altered, adjusted and/or modified technology, with a performance level that has not been reached in the past, and may not satisfy all the needs of the Customer. The Customer will not at any time publicly disparage the Product nor the Company based upon the technical knowledge and information that the Customer will obtain through having this Product (other than in connection with disclosures required by applicable law, regulation or order of court or governmental agency).

### 20 Reverse Engineering

The Customer agrees that the Product will not be "reverse engineered" for any purpose, including for the purpose of developing a copy like commercial product.

### 21 Export

Beyond those limitations governing the right to transfer or in any other way have control over the Product as a result of these terms and conditions of sale and delivery, or from special agreements made between NOVELDA and the Customer, or from conditions raised by manufacturers, it may through export or any other transfer of the Product or parts of the Product, be subject to special limitations determined by Norwegian or foreign authorities. The Customer recognizes that license to export or other permits provided by authorities may be required to export to countries and/or individual customers, and the Customer



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must take responsibility to hold itself informed of any such limitation in export, and comply with the governing regulations, as well as acquire the necessary licenses should such be required.

NOVELDA accepts no liability regarding the Customer's export of Products delivered by NOVELDA. The Customer is made particularly aware of the export regulations limiting the access to export to certain countries and customers as well as certain purposes, as imposed by authorities.

### 22 Information to Customers and End Users

The Customer is obliged to inform its customers and end users of those regulations stated in these terms and conditions of sale and delivery that will or may affect the Customer's and the end user's purchase, sales, implementation, or other disposal of Products, hereunder patent rights and rights of origin and potential warranties provided by the producer. The sale and application of the Products may be restricted in consideration of e.g. nuclear power plants etc. The Customer is obliged to acquire more information from NOVELDA should the Products be sold or used for any purpose other than normal commercial or private use.

NOVELDA will attach End-customer and consumer terms. The Customer hereby agrees to incorporate these into their terms of any sale where NOVELDA products in any way of form are utilized.

### 23 Disputes

These terms and conditions shall be governed by, and interpreted and construed in accordance with the laws of Norway. The application of the UN-Sales Convention is explicitly excluded. Both parties hereby irrevocably submit any disputes under these terms and conditions to the exclusive jurisdiction of the city court of Oslo, Norway (Oslo Tingrett). However, the parties agree prior to any legal proceedings to negotiate in good faith to resolve any disputes between them regarding these terms and conditions. If the negotiations within a reasonable time do not resolve the dispute to the reasonable satisfaction of the parties to the dispute, any of the parties in dispute may initiate legal proceedings as set out herein.

### 24 Enforcement

Notwithstanding Section 23, NOVELDA shall be entitled to initiate any injunction, petition or similar in the jurisdiction of the Customer in order to ensure the proper enforcement of the obligations of the Customer.

To the extent possible, a final award, judgment or decision from the competent court in accordance with Section 23 shall be enforceable in the jurisdiction of the NOVELDA. To the extent the award, judgment or decision is not immediately enforceable in the jurisdiction of NOVELDA, the result of the award, judgment or decision shall, to the extent possible, be accepted by any courts in the jurisdiction of the Customer irrespective of the merits of the award, judgment or decision.

### 25 Amendments

NOVELDA may amend these Terms at any time by providing reasonable notice.

### 26 Document revision

Revision	Date	Notes
Rev.10	10.03.2023	Grammatical changes, updated to Incoterm, 2020.
Rev. 9	21.01.2021	Specification of Indemnity obligations, moving revised of disclaimer to the top of the document, and upper casing of critical
Rev. 8	December 12 <sup>th</sup> , 2020	Included general disclaimer re. use of Products in certain safety-critical applications as new section 9. Updated cross-references.
Rev. 7	July 9 <sup>th</sup> 2020	Update section 8, section 10
Rev.6	June 5 <sup>th</sup> 2020	Updated section 4 Updated section 8 Updated formatting in general
Rev.5	Feb 22 <sup>nd</sup> 2018	This revision clarifies the terms subject to an Evaluation Product.
Rev.4	Aug 30 <sup>th</sup> 2017	



**NOVELDA**

**IN WITNESS WHERE OF** the Customer agrees to these terms, including the terms ticked off in the Tick-Boxes, on the Effective Date.

Company name:

Signature:

Printed name:

Title:

Date of signature: