

## General terms and conditions for the purchase of goods

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### 1 GENERAL PROVISIONS

#### 1.1 General

These general terms and conditions may not be deviated from to the Customer's disadvantage through terms or provisions that the Supplier has incorporated or referred to in other documents, without special written acceptance from the Customer. If so, the special terms will take precedence over the general ones in the event of conflict in the respective contractual relationship.

If it has been agreed with the Supplier that a framework agreement shall apply, the framework agreement shall take precedence in the event of conflict with the Contract.

#### 1.2 Definitions

Altibox Partnership means the existing and future partners of Altibox AS that provide services and products to end customers. The current Altibox partners are listed at <https://www.altibox.no/omaltibox/kontakt-oss/>

Contract means a purchase order (PO) issued by the Customer, and/or the contract signed by the parties, and these general terms and conditions for the purchase of goods and associated services, as well as any appendices, addendums or amendments or other special terms agreed in writing.

Customer means the company in the Lyse Group or the Altibox Partnership that is a Party under the signed contract and/or purchase order (PO) related to the Supply.

Lyse Group means Lyse AS, Lnett AS and any other company in which Lyse AS directly or indirectly controls 50% or more of the company capital.

Supplier means the supplier of the Supply.

Supply means the products the Supplier shall supply under the Contract.

#### 1.3 Communication

All communication, including notices, notifications, claims, etc., which the Contract requires submitted in writing, shall be submitted by confirmed electronic mail to the other Party's designated contact person.

### 2 DUTIES OF THE SUPPLIER

#### 2.1 General

The Supply shall be in accordance with the Contract's requirements, and also be of good quality and in accordance with generally good industry standards and suited for the purpose for which the Supply is intended.

The Supply shall be in accordance with applicable laws and regulations.

The Supplier shall not entrust work related to the Supply to subcontractors without the Customer's written consent. Such consent does not exempt the Supplier from any obligations under the Contract.

The Supplier shall have a satisfactory HSE and quality assurance system adapted to the Supply. The Customer has the right to carry out, and the Supplier shall assist in carrying out, audits as well as inspections and control of the Supply at the Supplier and any subcontractors.

Unless otherwise stipulated when piling the order, Incoterms 2020 DDP shall apply for unloading at the specified destination, and also for customs clearance and all other fees. If the time of supply is defined as a period, the Customer has the right to determine a specific time for supply within the period.

#### 2.2 Software disposal right

The Supplier shall grant the Customer a perpetual and non-exclusive disposal right for any software included in the Supply. The disposal right includes any right necessary for the utilisation of the Supply, including the right to produce the quantity of copies of the software that follow from normal operating and safety routines. If the Customer transfers or makes products available to a third party, the third party shall have the same disposal right as the Customer.

The Supplier shall ensure that the Customer obtains the agreed disposal right for the software, and that it can be utilised without prejudice to third party copyright or other rights.

### 3 INSTALLATION. TESTS

The provisions of this Clause 3 shall only apply if it has been agreed that the Supply shall include installation work and/or tests.

The Supplier shall comply with current rules for safety and working conditions. The Customer shall, at the Supplier's request, inform about own rules.

Supply is only considered to have taken place when installation work and/or tests have been completed.

The Supplier shall, in good time before installation work and/or tests begin, submit a progress plan for the services that the Customer shall contribute in accordance with the Contract.

Unless otherwise agreed in writing, the agreed consideration for the Supply also covers installation work and/or completion of tests.

Unless otherwise agreed in writing, the Supplier shall take out liability insurance with a minimum coverage equal to 150 G per insurance event for injury that may be caused to the Customer's and/or third party's property as well as employees in connection with installation work and/or tests at the Customer's place of business.

To the extent that foreign subcontractors or labour is used, the Supplier shall report this to the Norwegian Tax Administration c/o the Assignment and Employee Register in accordance with the provisions of the Norwegian Tax Administration Act and current regulations.

### 4 PROGRESS. SUPPLY

#### 4.1 Progress

The agreed delivery time and/or progress plan is set out in the Contract. Unless otherwise agreed, supply shall take place without undue delay and within a reasonable time.

If the Supplier has reason to believe that the agreed delivery time and/or progress plan cannot be complied with, the Supplier shall immediately notify the Customer in writing. The notice shall state the reason for the delay, the assumed effect with regard to the agreed delivery time, as well as

proposals for measures to limit the delay. The Supplier shall cover its own costs incurred to limit the delay, unless the delay is due to circumstances on the Customer's part.

The Supplier is liable for losses the Customer suffers that could have been avoided if the Supplier had given the Customer notice in due time.

#### 4.2 Supply

Unless otherwise agreed, supply shall be deemed to have taken place when the Supply has been handed over to the Customer, and any installation and tests have been completed and passed.

#### 4.3 Packaging

If the Norwegian Supplier (manufacturer or importer) uses packaging, the Customer may request submission of documentation that the Supplier is a member of a recycling scheme or fulfils the obligation through its own recycling scheme with its own scheme for final processing where the packaging is handled in an environmentally sound manner (Grant Punkt Norge AS or equivalent recycling scheme). If it is stipulated in the order, the Supplier shall take outer packaging, pallets, cardboard, plastic, etc. free of charge upon supply. This should be reused or recycled as far as possible.

#### 4.4 The relationship to the logistics partner

The Supplier undertakes to cooperate loyally with any logistics partner designated by the Customer. If the Customer so requires, the Supplier shall supply products and services directly to such logistics partner and, to the extent relevant, receive products in return from such logistics partner.

If the Customer so requires, the Supplier shall also be obligated to accept a purchase order from such a logistics partner on behalf of the Customer, and/or otherwise act on behalf of the Customer.

The Supplier may not request any form of additional payment or compensation as a result of the Customer's use of such logistics partner.

### 5 CHANGES. CANCELLATION

#### 5.1 Changes

Within what the Parties could reasonably expect when the Contract was entered into, the Customer may request changes to quality and/or quantity of the Supply as well as change of delivery time.

If the Supplier discovers a need for changes, the Customer shall be notified in writing of this as soon as possible.

If the Customer requests a change, the Supplier shall, without undue delay, prepare a confirmation describing the change and in an estimate state any effects on price and progress plan.

Changes shall be approved by the Customer by a written change order before implementation.

Compensation for changes shall be in accordance with the Contract's prices, norms, and rates, and otherwise in accordance with the Contract's original price level. If a change results

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in savings for the Supplier, the Customer shall be credited with such savings.

If the Parties disagree on the amount to be added to or deducted from the contract price, or other consequences as a result of a change, the Supplier shall nevertheless, if the Customer so requires, implement the change without waiting for a final solution to the dispute.

### 5.2 Cancellation

The Customer may, by written notice to the Supplier, cancel the Supply in whole or in part with immediate effect (cancellation), until the products to which the Contract applies have been supplied. The same applies to services that have not already been supplied. After such cancellation, the Customer shall cover documented and necessary costs incurred as a direct result of the cancellation. In the case of purchase of goods made to the buyer's specifications, the Supplier may request compensation for the costs incurred in connection with the purchase of goods made to the buyer's specifications, and for which the Supplier cannot avoid or obtain cost coverage in any other way. If the Supplier makes such a claim, the Customer may request that what has been purchased from subcontractors, as well as what may have been made to the buyer's specifications, shall be supplied to the Customer.

### 6 PAYMENT

Unless otherwise agreed, all prices are fixed, stated in Norwegian kroner (NOK) and excluding VAT, but including packaging, customs, tax and other fees.

Unless otherwise agreed, (i) payment deadline shall be 45 days after the Customer has received a correct invoice and (ii) invoicing will not take place until the Supply has been supplied in accordance with Clause 4.2.

Unless otherwise agreed, the Supplier shall provide invoices and credit notes in accordance with the e-invoice standard EHF. If the invoice to the Customer cannot be sent in EHF format from the Supplier's system, the Supplier can send an EHF e-invoice to the Customer via <https://www.pagero.no/project-pages/lyse/> (or such other URL as the Customer may provide).

If the Supplier does not comply with the requirement to use electronic invoice, the Customer may withhold payment until the electronic invoice is supplied in an approved standard format. The Customer shall notify this without undue delay. If such notification is given, the original payment deadline runs from the date the electronic invoice in the approved standard format is supplied.

If information on the invoice or the invoice specification contains information that is subject to a statutory duty of confidentiality, and there is a risk of disclosure of such information, the requirement for an electronic invoice may be waived, unless there are satisfactory technical security solutions that safeguard confidentiality.

The Supplier shall bear any costs in connection with supply of an electronic invoice.

All invoices shall have a purchase order number and other agreed references, and clearly state

what the amount relates to. The Customer has the right to return invoices that do not satisfy these requirements.

The Customer does not accept invoice fees, handling fees or similar.

If it has been agreed that the Supplier shall provide security, the Customer is not obligated to make payments until such security has been received.

The Customer may make deductions on the received invoice for advance payments, disputed or insufficiently specified amounts, or amounts owed to the Customer by the Supplier.

## 7 BREACH OF CONTRACT

### 7.1 Delay

A delay occurs when the Supplier does not supply in accordance with the deadlines set out in the Contract unless the delay is due to circumstances on the Customer's part. If so, the deadlines shall be extended corresponding to the delay due to the Customer's circumstances.

### 7.2 Effects of delay

The Customer can claim compensation for losses suffered as a result of a delay. Such compensation is limited to direct loss unless the Supplier or someone the Supplier is liable for has shown gross negligence or intent.

The Customer may terminate the Contract with immediate effect in the event of any significant delay. The Customer can also terminate the Contract if it is clear that a significant delay will occur.

### 7.3 Defects

The Supply shall be in accordance with the requirements for nature, quantity, quality, other properties and packaging that follow from the Contract. If nothing else follows from the Contract, the Supply shall:

- (a) be suitable for the purposes for which similar Supplies are commonly used;
- (b) correspond to what the Customer has reason to expect when purchasing such a Supply in terms of durability and other properties;
- (c) be suitable for any purpose which the Customer has made known to the Supplier or which is otherwise stated in the Contract or relevant framework agreement;
- (d) have properties that the Supplier has referred to by presenting a sample or model;
- (e) be without any defects in design, craftsmanship, material or documentation;
- (f) be packaged in regular or other proper manner necessary to preserve and protect the Supply;
- (g) be in accordance with requirements set by law, regulations or public decisions pursuant to law or regulations at the time of supply;
- (h) comply with applicable standards and approval schemes in force at the time of supply; and

- (i) be without third-party right in the Supply for example property right or lien.

The Supplier shall, upon request, document that the Supply satisfies the requirements in sub-clauses (g) and (h).

After Supply, the Customer shall make a visual inspection of the Supply within a reasonable time. The Customer is not obligated to inspect the Supply until it has arrived at its destination. If the Supplier is responsible for installation and/or tests, the inspection obligation does not arise until installation work and/or tests have been completed in accordance with Clause 3, third paragraph. The Customer's obligation to inspect the Supply applies correspondingly when the Supplier has made improvements.

If the Customer has carried out inspection of the Supply or the Supplier has sent drawings, products or samples for review, this does not limit the Supplier's responsibility for the Supply to be in accordance with the Contract.

The Customer must complain in writing within a reasonable time after the defect is discovered, and no later than two years after supply. This does not apply if the seller has assumed liability for defects for a longer period of time. For replaced or repaired parts, a corresponding complaint period runs from the time the replacement or repair has taken place. The complaint deadlines do not run as long as improvements or other activities are made that are necessary for correct contract performance.

### 7.4 Effects of deficiency

If the Customer complains, the Supplier shall start rectifying the defect immediately. Rectification shall take place in the manner that is most beneficial to the Customer, be it by repair or by supply of a new product (re-Supply). The Contract may set specific requirements for rectification. Unless explicitly set out in the Contract that it is an option, the Supplier shall not supply products that have been "refurbished".

Rectification can be postponed if the Customer has a justifiable basis to request it. Within the agreed complaint period, rectification of defects in accordance with Clause 7.3 shall be carried out at no cost to the Customer (warranty), provided that the defect has not arisen as a result of irregular circumstances on the Customer's part, such as incorrect use of the Supply.

If the Supplier has not rectified the defect within a reasonable time, the Customer is entitled to make own repairs or use others at the Supplier's expense and risk, or, at the Customer's choice, request a price reduction. The same applies if it will entail a significant inconvenience for the Customer to await the Supplier's repair. In such case, the Supplier shall be notified in writing before rectification is initiated.

The Customer can claim compensation for losses suffered as a result of a defect. Such compensation is limited to direct loss unless the Supplier or someone the Supplier is liable for has shown gross negligence or intent.

The Customer may terminate the Contract in whole or in part if the defect results in a significant breach of contract. In such case, the Customer

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may oppose the Supplier's offer of repair and/or replacement.

The provisions of this Clause apply correspondingly in the event of defect in title.

### 7.5 The Customer's right to withhold payment

In the event of default by the Supplier, the Customer may withhold payment, but not by more than is necessary to secure the Customer's claims in connection with the default.

### 7.6 Insolvency, etc.

If, in connection with the Supplier's activities, debt negotiations, composition or bankruptcy are initiated, or another form of creditor management takes effect, or the Supplier suspends payments, or if the Supplier's financial circumstances otherwise turn out to be such that the Supplier must be presumed to be unable to fulfil the Contract, the Customer has the right to terminate the Contract with immediate effect, unless otherwise provided by mandatory law.

### 7.7 Default by the Customer

There is payment default if payments of undisputed receivables are not made when due. In the event of such a default, the Supplier is obligated to notify the Customer of the default, as soon as the Supplier becomes aware that the default has taken place. In the event of non-payment, the applicable penalty interest at any given time will accrue in accordance with the Norwegian Penalty Interest Act.

In the event of significant non-payment beyond 30 days, the Supplier has the right to terminate the Contract with 30 days written notice. The right of termination lapses if the amount due, as well as accrued penalty interest up to and including the payment date, is paid before the expiry of the latter 30-day period.

The Supplier may not withhold its services under the Contract in the event of non-payment by the Customer, unless the Supplier has the right to terminate the Contract in accordance with the provision above.

### 7.8 Indemnification at defect in title

The Supplier shall, without regard to agreed limitations of liability, indemnify the Customer if the Supply involves infringement of a third party's patent rights or other intellectual property rights (defect in title).

The Customer shall, if possible, give the Supplier management and control of the handling of any third-party claims that are the basis for claims for indemnity, and shall not settle such claims without the Supplier's written consent (which shall not be denied or withheld without reasonable cause).

### 7.9 Indemnification at personal injury or loss of life

The Supplier shall indemnify the Customer, the Lyse Group and the Altibox Partnership for any claim relating to personal injury or loss of life among personnel at the Supplier or subcontractors, and which may arise in connection with the Supply. This shall apply without regard to wrongful conditions on the part of the Customer, the Lyse Group and the Altibox

Partnership, unless there is gross negligence or intent.

The Customer shall indemnify the Supplier and the Supplier's subcontractors against any claim related to personal injury or loss of life among the Customer's employees and which may arise in connection with the Supply. This shall apply without regard to wrongful conditions on the part of the Supplier or the Supplier's subcontractors, unless there is gross negligence or intent.

## 8 FORCE MAJEURE

Force majeure means an event beyond a Party's control which the Party could not have foreseen when the Contract was entered into and which the Party cannot reasonably be expected to overcome or avert the effects of.

There is no breach of contract if it can be proven that compliance with the Contract has been prevented due to force majeure. Each of the Parties shall bear its own costs that are due to force majeure.

The Party wishing to invoke force majeure shall, as soon as possible, notify the other Party of the force majeure situation, its cause and presumed duration.

Either Party has the right to terminate the Contract if the force majeure situation lasts, or it is clear that it will last, for more than 60 days.

## 9 RIGHTS AND CONFIDENTIALITY

### 9.1 Rights

All drawings, calculations and other supporting documents that the Supplier receives from the Customer or specially prepare for the Customer in connection with the Supply, is the property of the Customer and shall not be used by the Supplier for other purposes, be duplicated or made available for a third party, without the Customer's consent.

Unless otherwise agreed, this provision does not give the Customer proprietary rights to Supplier's design, technology, patents, etc. developed by the Supplier or third parties independently of the Supply. However, Customer shall be granted the rights which are necessary for the completion, operation, maintenance, repair and modification of the Supply. If the Customer transfers or makes products available to a third party, the Customer may give the third party the same rights as the Customer itself has.

At special manufacture of the Supply, the Customer receives exclusive ownership of the Supply gradually as it is manufactured. All reports, drawings, specifications, and similar documents as well as computer programs, which are prepared in connection with the Supply, shall then be included as part of the Supply.

### 9.2 Confidentiality

Product information that the Customer becomes aware of is considered public information. If the Supplier provides information that the Supplier considers confidential, the Supplier shall notify the Customer of what information is covered. In that case, the Customer can choose not to receive the information. All other information that the Parties exchange or otherwise obtain in connection with the Supply shall be kept confidential and not made available to third

parties without the written consent of the Party who has provided the information.

Any declarations of confidentiality made by the Parties apply in addition to this Clause 9.2.

A Party may nevertheless disclose the other Party's confidential information to third parties, if it was already known to the Party at the time the information was received, is or will be generally known in any other way than by mistake committed by one of the Parties, received from others in a lawful manner without a requirement of confidentiality or as required by applicable law.

The Parties may disclose the other Party's confidential information to third parties to the extent necessary for the performance of the Contract or the utilization of the Supply, provided that such other recipient of information is imposed a duty of confidentiality as set out in this Clause 9.2. The Customer may also in other cases where there is a justifiable basis, disclose the Supplier's confidential information to other companies in the Lyse Group, the Altibox Partnership and their advisers/consultants, provided that such other recipient of information is imposed a duty of confidentiality as set out in this Clause 9.2.

The Supplier shall not send out a press release or otherwise announce that the Contract has been entered into without the Customer's written consent.

Each Party is obligated to take reasonable precautions to ensure that the other Party's confidential information is not disclosed to others in violation of this Clause 9.2. The information shall, as a minimum, be secured in the same way as the other Party's confidential information in general.

The duty of confidentiality also applies after the Contract has expired or been terminated, regardless of the reason for the expiry. Employees or others who resign from their service at one of the Parties shall be subject to confidentiality also after the resignation regarding matters as mentioned above.

Notwithstanding the above, the Customer may also transfer information to other companies in the Lyse Group and to third parties, provided that such other recipient of information is subject to a duty of confidentiality as is set out in this Clause 9.2.

## 10 ETHICS

The Supplier shall comply with applicable laws, regulations and recognized international standards related to ethics, anti-corruption and human rights. The Supplier shall comply with the Customer's current Code of Ethics. The Customer shall, at the Supplier's request, inform about such Code of Ethics.

## 11 SANCTIONS

The Supplier shall at all times comply with applicable laws and regulations for export control and sanctions, including but not limited to relevant economic and financial sanctions, import and export control, as well as restrictive measures as they appear at any time from sanction lists imposed by relevant sanction authorities such as USA, UK, EU, Norway or UN.

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Any breach of this Clause 11 is considered a material breach and gives the Customer the right to terminate.

### 12 SUSTAINABILITY

The Supplier has been made aware of and acknowledges that the Lyse Group has a strong focus on sustainability and the UN's sustainability goals, including in particular the following goals:

- (a) 7: Affordable and clean energy
- (b) 8: Decent work and economic growth
- (c) 9: Industry, innovation and infrastructure
- (d) 11: Sustainable cities and communities
- (e) 12: Responsible consumption and production
- (f) 13: Climate action

The Supplier undertakes to:

- (a) comply with all relevant laws and regulations, and be proactive with regard to avoiding environmental and social damage;
- (b) become acquainted with the Lyse Group's Supplier Statement and comply with it in connection with the Supplier's operations and supplies to the Customer;
- (c) If set out in the Contract or relevant Framework Agreement, annually and upon request document that the Supplier's products, operations and services are not directly related to significant environmental damage, or significant damage to any of the UN's sustainability goals or environmental goals as included in EU Regulation 2020/852 (the taxonomy), caused directly or indirectly by the Supplier; and

- (d) If set out in the Contract or relevant Framework Agreement, report on goal achievement of the UN sustainability goals number 7, 8, 9, 11, 12 and 13.

The Customer shall have the right to conduct a review, audit, inspection or similar of the Supplier (including review of relevant documentation and on-site inspection if necessary) to assess whether the Supplier complies/has complied with sub-clauses a-d above, based on the Customer's reasonable judgment. The Customer shall have the right to use third-party suppliers, including auditor, to carry out the aforementioned review.

The Supplier shall immediately notify the Customer in accordance with Clause 1.3 above in the event of a breach of one or more of the clauses above. The Parties shall jointly seek to find a solution to the deviation. If the Parties do not agree on a procedure for handling the matter within 10 Business Days, the Customer has the right to terminate the Contract with immediate effect without the Supplier having the opportunity to claim any form of compensation.

### 13 STATEMENT OF NEUTRALITY

The provisions in this Clause 13 only apply if the Supply includes work for Lnett AS.

The Supplier undertakes to demonstrate neutral and non-discriminatory conduct in work for Lnett AS.

At the start of the Contract, the Supplier undertakes to familiarize with the current Regulations on metering, settlement and coordinated conduct in connection with power sales and invoicing of network services, Section 8-1 a) and Lnett AS' guidelines on neutrality. Violation of these provisions is considered a material breach and gives the Customer the right to terminate.

### 14 INSURANCE

The Supplier is obligated to have insurances that are sufficient to cover any claim from the Customer that follows from the Supplier's risk or liability under the Contract within the framework of general insurance terms. This obligation is considered fulfilled if the Supplier takes out liability and risk insurance on terms that are considered ordinary within Norwegian insurance business. The Supplier is liable for transport insurance until supply takes place (incl. loading and unloading). The minimum coverage shall correspond to the Norwegian transport insurance terms «Full terms (A-terms)». The Supplier shall, at the Customer's request, issue insurance certificates documenting that the obligation to have insurance has been fulfilled.

### 15 ASSIGNMENT OF CONTRACT

The Customer may wholly or partly assign the rights and obligations under the Contract. The Supplier may not assign its rights and obligations under the Contract without the Customer's written consent. An assignment also includes changes (directly or indirectly) to the controlling influence of the Supplier, that the Supplier merges with another company (merger), is split into several companies (demerger) or that assignment is made to a subsidiary or other company in the same group as the Supplier.

### 16 CHOICE OF LAW AND LEGAL VENUE

The Contract shall be subject to Norwegian law.

Any dispute in connection with the Contract shall be settled by the ordinary courts. The Parties hereby agree on the Customer's legal venue as the exclusive venue for such disputes.

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