

NordicEPOD AS (“NEP”) General Terms and Conditions for Purchase of Goods and Services (“Terms”)

1. Sole Terms; Acceptance.

Each order for the purchase of goods and/or services, including work product and deliverables, (“Supplies”) issued by NEP (“Order”) is expressly limited to these Terms. Supplier accepts the Order; these Terms; and all documents incorporated herein by reference by (i) written acceptance or acknowledgement, (ii) commencing performance, or (iii) acceptance of payment. Any additional or different terms proposed by Supplier are expressly rejected by NEP.

2. Buyer; Parties.

Buyer is the NEP entity stated in the Order. Supplier’s sole recourse under the Order shall be against such entity, and no other NEP entities. Buyer is referred to as NEP, and Supplier and NEP are collectively referred to as Parties and individually as Party.

3. Quantity; Forecast.

- 3.1 Quantities purchased by NEP shall be as stated in the Order, with no minimum purchase obligations. Title to Supplies (including licenses to services) shall pass to NEP at the earlier of (i) payment by NEP or (ii) receipt of Supplies by NEP per the delivery terms in the Order. In the event of advance or progress payments, Supplier shall reasonably identify or otherwise mark Supplies as NEP’s property.
- 3.2 Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Supplier, and shall not be binding on NEP. Unless otherwise stated in the Order, NEP makes no guaranty or commitment of any kind to Supplier regarding NEP’s requirements for Supplies.
- 3.3 For “blanket” or similar orders with no quantity specified, Supplier shall deliver Supplies as scheduled by NEP.

4. Pricing; Payment.

- 4.1 The price of Supplies includes all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Supplier. Prices are not subject to increase.
- 4.2 NEP shall pay invoices within sixty (60) days, or other period agreed in writing, from the first batch processing date, after NEP’s receipt of a correct invoice, and the Parties expressly agree to such payment terms. When the Parties are not permitted to agree to payment terms in excess of local legislation, a shorter payment period may be applicable.

5. Tax.

- 5.1 Supplier is liable for and shall pay all taxes, impositions, charges and exactions except for applicable sales, VAT/GST or similar taxes that are separately stated on Supplier’s invoice.
- 5.2 Prices shall not include any taxes, impositions, charges or exactions for which NEP has furnished a valid exemption certificate or other evidence of exemption.
- 5.3 If any tax included in the Order was not required to be paid by NEP, Supplier shall notify NEP and make a prompt refund to NEP.

6. Delivery; Packing, Drayage and Containers; Expedited Delivery.

- 6.1 Time is of the essence in making deliveries under the Order. Supplier’s quoted lead times are not subject to change without NEP’s written consent and approval.
- 6.2 Unless otherwise stated in the Order, all Supplies shall be delivered in accordance with Incoterms 2020 FCA to the place stated in the Order or if not stated, NEP’s place of business.
- 6.3 If NEP pays for transportation, Supplier shall comply with NEP routing instructions, including choice of designated logistics carrier.

6.4 Supplier is responsible for the cost of boxing, crating, and packing. Supplier shall prepare, at its expense, labels as specified by NEP. Supplier is liable for damage to Supplies caused by improper boxing, crating or packing.

6.5 Supplier shall pay all additional freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates due to its own acts, omissions, or Supplier claim of Force Majeure per Section 29.3.

6.6 Except as otherwise set forth in Section 29, Supplier shall have no right to terminate or not to deliver according to the Order for any reason. In the event that Supplier takes action or fails to act in a manner that disrupts or threatens to disrupt NEP’s ability to produce (including but not limited to line downs, interruption of production, or shipping delays) Supplier acknowledges and agrees that NEP shall be entitled to pursue the remedies set forth in Section 31.

7. Customs, Exports and Related Matters.

Supplier shall comply with all applicable import and export laws. Supplier shall assist NEP in minimizing the costs of international transactions by providing documentation to support claims. Supplier is responsible for all costs associated with import and export compliance, including obtaining and paying for licenses or authorizations, certificates of origin and proper documentation for any import, export, or preferential duty claim. Any credits or refunds including tax, export or trade credits belong to NEP.

8. Changes.

If NEP requires modifications to any aspect of the Order, including drawings, designs or specifications, the Parties shall negotiate an equitable adjustment, if any, in the form of a change order or amendment. Supplier shall not make any changes without NEP’s prior written consent. No claim by Supplier for adjustment shall be allowed unless in writing and received by NEP within thirty (30) days from the date notice is received by Supplier. Nothing in this clause shall excuse Supplier from performance of the Order as changed, including during the pendency of any claim.

9. Inspection; Audit.

NEP or its representative may enter, inspect and/or audit on reasonable notice Supplier’s plant, books and records to verify compliance with NEP’s requirements.

10. Warranties.

Supplier warrants and represents that (a) all Supplies shall: (i) conform to the specifications, standards, drawings, samples, descriptions and revisions furnished by NEP; (ii) be merchantable and free of defects in design, materials and workmanship; (iii) be fit for the purposes intended by NEP, (iv) be free of all liens, claims and encumbrances, (v) be manufactured entirely with new materials and free from latent defects, (vi) be free from viruses, disabling code, and open source software unless reviewed and approved by NEP, (vii) be genuine, new and unused, and, (b) any work shall be performed in a professional manner and consistent with best industry standards.

11. Indemnification.

11.1 Supplier shall defend, indemnify and hold NEP harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogation’s, costs, and expenses including court costs and attorneys’ fees in connection with the Order including: a) death, injury or damages to any person or property; b) recall campaigns which in NEP’s reasonable judgment are required; c) counterfeit parts, including parts that have been copied or substituted without legal right or authority; d) Supplier’s use of NEP’s machinery or equipment, where for such claim Supplier shall assume sole responsibility. e) actual or alleged infringement, direct or contributory, of Intellectual Property rights defined in Section 24.1; f) subcontractor performance; and, g) violation of law

Property. Supplier waives all claims in respect of NEP Property.

11.2 On receipt of notification, Supplier shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Supplier shall indemnify NEP. NEP has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. The indemnification obligations of Supplier are independent of warranty obligations of Supplier. Supplier may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of NEP.

12. Insurance.

12.1 Supplier shall maintain appropriate insurance coverage, in accordance with best industry practices, with a reputable insurance company against all relevant losses, liabilities and indemnities that may arise in connection with the Order and Supplier's operations. NEP may specify additional insurance coverage requirements applicable to the Order. Such coverage shall not limit Supplier's liability under the Order.

12.2 On NEP's request, Supplier shall provide NEP with a copy of the insurance certificate evidencing coverage.

13. NEP Standards; Industry Standards.

Supplier, and its suppliers, if applicable, shall comply with:

13.1 NEP's Global Supplier Excellence Manual available at www.NordicEPOD.com and incorporated by reference.

13.2 NEP's Supplier Code of Conduct available at www.NordicEPOD.com and incorporated by reference.

13.3 Applicable standards and inspection systems including, ISO 9001:2015 Quality Management Systems, ISO 14001:2015 Environmental Management Systems, ISO 45001:2018 Occupational Health and Safety Management Systems and ISO/IEC 27001:2022 Information Security Management Systems.

14. Environmental, Health and Safety.

When at any NEP location, Supplier shall comply with NEP's Minimum Health, Safety and Environment Requirements ("MHSER") requirements, including NEP's MHESR Policy and MHESR Handbook (available at www.NordicEPOD.com and incorporated by reference and together "NEP's MHESR Requirements"). If Supplier fails to comply with NEP's MHESR Requirements, NEP may stop services and remove Supplier from the location until Supplier has taken appropriate corrective action. Supplier shall be liable for all claims in respect of such stoppage.

15. Interchangeability.

All Supplies, which were not subject to validation testing or approval by an NEP customer, shall be interchangeable with like supplies purchased from Supplier previously by NEP. Supplier may not make any change to any Supplies designs, processes, or procedures without NEP's prior written approval.

16. NEP Property.

16.1 NEP owns all materials made available to Supplier by NEP as well as all replacements of those materials ("NEP Property"). Supplier shall clearly mark NEP Property and safely store separate and apart from Supplier's property in good condition, bear the risk of loss and ship at Supplier's expense to NEP in as good condition as originally received by Supplier, reasonable wear and tear excepted.

16.2 Supplier may not use any NEP Property except for performance of work under the Order or as authorized in writing by NEP.

16.3 At any time, NEP may inspect and remove NEP Property and Supplier grants NEP an immediate right of access at any time to enter Supplier's premises to inspect and remove NEP Property without any liability to Supplier.

16.4 NEP disclaims all warranties, express or implied, with respect to NEP

17. Special Tooling.

17.1 The term "Special Tooling" includes all special equipment, manufacturing aids, and drawings acquired, manufactured, or used in the performance of the Order, that are of a specialized nature.

17.2 Supplier shall only use Special Tooling for performance under the Order. Supplier shall keep Special Tooling in good condition and fully covered by insurance. Upon termination or expiration of Order, Supplier shall immediately transfer title and possession of Special Tooling to NEP for an amount equal to the unamortized cost of Special Tooling, or dispose of it as NEP may direct.

18. Test Before Delivery

18.1 Where a delivery test has been agreed, it shall, unless otherwise agreed, be carried out where the Product is manufactured. If technical requirements for the test have not been agreed, the test shall be carried out in accordance with general practice in the industry concerned in the country where the Product is manufactured.

18.2 Supplier shall notify NEP in writing of the delivery test in sufficient time to permit NEP to be present at the test. If NEP has received such notice, the test may be carried out even if NEP is not represented at the test.

Supplier shall record the test. The test report shall be sent to NEP. The report shall, unless otherwise shown by NEP, be considered to correctly describe the execution of the test and its results.

18.3 If at the delivery test, the Product is found not to be in accordance with the contract, Supplier shall as soon as possible ensure that the Product complies with the contract. If so required by NEP, a new test shall thereafter be carried out. NEP may not, however, require a new test if the noncompliance was insignificant.

18.4 If no other division of the costs has been agreed, Supplier shall bear all costs for delivery tests carried out where the Product is manufactured. NEP shall, however, at such delivery tests bear all costs for its representatives, including costs for travel, board and lodging.

19. Choice of Law; Dispute Resolution.

19.1 The Order is governed by the laws of Norway. The United Nations Convention on Contracts for the International Sale of Goods and Article 1195 of the French Civil Code (Code Civil) are expressly excluded from any Order.

19.2 The Parties shall attempt good faith resolution of a dispute within thirty (30) days, during which time Supplier shall perform the Order in accordance with NEP's instructions. If the Parties are unable to resolve the dispute within that period, the Parties shall submit to a dispute resolution procedure in accordance with the Norwegian Act relating to arbitration. Any dispute regarding the contractual relationship that cannot be amicably resolved or finalized through arbitration, shall be brought before the Oslo District Court in Norway.

19.3 If there is any dispute arising under the Order, NEP and Supplier shall proceed diligently with the performance required under the Order pending resolution of the dispute.

20. Compliance with Applicable Laws.

20.1 Supplier shall comply with all applicable laws, statutes, rules, regulations, orders, and standards in any jurisdiction.

20.2 All relevant documentation shall be handled and kept in accordance with the General Data Protection Regulation (GDPR), as it has been implemented in Norwegian Law (Personopplysningsloven).

21. Anti-Corruption.

In connection with all business transactions with NEP:

21.1 Supplier and its suppliers shall comply with applicable national and international anti-bribery rules, including the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom, and European Union, Organization for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules.

21.2 Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies or personnel of those companies.

21.3 Supplier and its affiliates shall at all times keep complete and accurate books and records, and all records and information that Supplier provides to NEP pertaining to the Order shall be complete and accurate.

21.4 Upon request of NEP, Supplier shall furnish sufficient information about Supplier and the supplies provided to NEP sufficient for NEP to fulfill the requirements of the Norwegian Transparency Act.

22. Confidentiality.

22.1 Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other Intellectual Property made available to Supplier or created for NEP related to the Order ("Confidential Information") is the property of NEP.

22.2 Supplier and its representatives shall protect NEP Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use for purposes other than fulfilling its obligations under the Order.

23. Data Security; Cybersecurity; and Open Source Software.

23.1 Supplier may receive or have access to information relating to identified or identifiable individuals ("Personal Data"), including NEP employees, temporary workers, contractors, consultants, customers or suppliers. Personal Data, in whichever form, is of a very sensitive nature, and Supplier shall keep Personal Data strictly confidential and use it (i) only within the limits authorized by NEP and for the purpose of Supplier's performance under the Order, and (ii) in accordance with all applicable laws, including Norwegian General Data Protection Regulations (Personopplysningsloven) and where applicable, the Personal Data Processing Clauses available at http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/Personal-Data-Processing-Clauses.pdf and incorporated by reference.

23.2 Supplier shall operate and maintain an information and cybersecurity program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of Confidential Information and Personal Data ("Security"). Upon the request of NEP, Supplier shall provide proof of Supplier's Security and submit its processing facilities for audit of the processing activities covered by the Order. Such audit shall be carried out by NEP or its agents with the required professional qualifications and a duty of confidentiality. Supplier shall immediately notify NEP of any perceived, potential or actual breach to Supplier's Security ("Breach"), and provides a full description of the Breach, the impact and mitigation efforts. Supplier will then promptly (a) investigate, remediate, and mitigate the effects of the breach; and (b) provide NEP with assurances reasonably satisfactory to NEP that such breach will not recur. If NEP determines that notices or other remedial measures are warranted, Supplier will, at NEP's request and at Supplier's cost, undertake such remedial actions.

23.3 Any software provided by or on behalf of Supplier shall not contain any computer code or other mechanism that would allow Supplier or others to access information on NEP's computers, networks or products for any purpose including viewing, transmitting or conveying such information to Supplier or any other party. If vulnerability is discovered in any software which may be exploited by others, Supplier agrees, at Supplier's cost, to immediately take all corrective actions necessary to prevent such exploitations or identify, contain, eradicate and recover NEP's assets if an exploitation occurred.

23.4 Supplier agrees to comply with the "Supplier Open Source Software Policy available [supplier-open-source-policy.pdf \(eaton.com\)](#)

24. Intellectual Property.

24.1 "Intellectual Property" includes any patent, trademark, trade secret, copyright, design, know-how, or other proprietary right.

24.2 NEP retains all right, title and interest in and to its Intellectual Property related to the Order. Any license of NEP Intellectual Property is granted solely for the limited right to permit Supplier to perform its obligations under the Order for the sole benefit of NEP.

24.3 Supplier retains its Intellectual Property that existed before this Order. Supplier grants NEP a worldwide, nonexclusive, royalty free, irrevocable, perpetual license under its Intellectual Property to use, sell, repair and reconstruct Supplies and copy, distribute and create derivative works of copyrightable work product and deliverables.

24.4 Supplier hereby assigns to NEP all right, title, and interest in and to all Intellectual Property in Supplies created for NEP related to the Order.

24.5 Supplier shall promptly disclose all Intellectual Property owned by NEP pursuant to Section 24.4, including all inventions, and shall execute any documents necessary to perfect NEP's ownership therein.

25. Product Stewardship Requirements.

25.1 Supplier and its suppliers shall comply with all applicable Product Stewardship Requirements regardless of the place Supplies are created or delivered to NEP or the ultimate place NEP's own products or its customers' products are sold or used. "Product Stewardship Requirements" include laws, regulations, industry standards and NEP, or NEP's customer, requirements concerning.

(i) chemical or materials composition, labeling, recycling, take back/end-of life, and disposal, (ii) product design for safety, energy efficiency, and recyclability, or similar life-cycle requirements, and (iii) product packaging and transportation.

25.2 Supplier, at its cost, shall (i) identify chemical and material names and quantities contained in Supplies, (ii) identify chemical and material composition and information to allow safe use of Supplies, (iii) complete any Material Declaration or similar information requests by NEP, (iv) complete required registration with regulatory agencies of chemical or materials composition of Supplies, (v) propose alternate solution to ensure continuity of supply if delivery of Supplies is prohibited, (vi) cooperate with NEP in evaluating Supplies' environmental impact per international or other standards defined by NEP, and (vii) provide NEP with evidence that Supplies comply with Product Stewardship Requirements.

26. Termination for Convenience.

NEP reserves the right to terminate the Order, or any part hereof, at its sole convenience. Upon receipt of termination notice, Supplier shall immediately cease all work and ensure all of its suppliers and subcontractors cease work. Within thirty (30) days of such termination, Supplier shall submit necessary documentation to claim reasonable termination costs if any, which shall only include Supplier's direct costs that have been incurred as a result of termination. Any claim shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the NEP's termination notice.

27. Termination for Default.

27.1 Upon written notice to Supplier, NEP may terminate all or part of the Order if (i) Supplier defaults in the performance of any provision of the Order, including late delivery or Supplier's failure to make reasonable progress towards completion of the Order, and such default is not cured within seven (7) days, or (ii) in the event of Supplier's bankruptcy, suspension of business, insolvency, the appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

- 27.1 Supplier shall be liable for, and pay to NEP, any costs, including the cost for additional managerial and administrative services, in excess of the price for Supplies.
- 27.2 In the event of a termination for default, Supplier shall protect and preserve property in its possession where NEP has an interest.
- 27.3 NEP is entitled to a refund of all monies paid to Supplier for the terminated Order.

28. Transition of Supply.

In the event of termination or expiration of the Order, Supplier shall have the absolute obligation to continue to provide services or produce goods in accordance with the terms of the Order (including price) for a reasonable period of time so as to permit NEP the opportunity to transition the production of the subject Supplies to a third party and so as to avoid any interruption of production at NEP's facilities or the facilities of NEP's customers. Supplier must reasonably cooperate in this transition of supply, including providing information and documentation regarding manufacturing process for NEP Supplies, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components.

29. Force Majeure.

- 29.1 Neither Party will be in default for any delay or failure to perform due to natural, civil or political causes beyond its control and without its fault or negligence ("Force Majeure").
- 29.2 The following shall not constitute a Force Majeure event for Supplier:
 - i) Supplier's ability to sell Supplies at a more advantageous price, ii) increases in Supplier's production costs, iii) interruptions in Supplier's supplies, including if a supplier fails to supply Supplier, or (iv) labor disputes or strikes at Supplier's facilities, or, (v) epidemics.
- 29.3 The Party affected by a Force Majeure event shall promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the event, and shall use its best efforts to remedy the event.
- 29.4 If Supplier's delivery is delayed by a Force Majeure event, NEP may cancel deliveries per Section 27.

30. Epidemics.

- 30.1 Supplier will make best efforts to make delivery of Supplies during an epidemic, including Supplier payment for expedited freight costs to meet Order delivery commitments.
- 30.2 Prior to the delivery of Supplies, NEP may cancel Orders for reasons attributable to the outbreak of any epidemic. NEP cannot be held liable, and Supplier shall not be entitled to any damages or indemnifications resulting from an epidemic.

31. Remedies.

- 31.1 The rights and remedies available to NEP are cumulative and in addition to all other legal or equitable remedies.
- 31.2 NEP may reject Supplies that are nonconforming and return rejected Supplies without payment to Supplier. Supplier may not repair rejected Supplies unless NEP authorizes repair in writing. Supplier shall reimburse NEP for all damages caused or required by Supplier's breach or by nonconforming Supplies.
- 31.3 Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order and, in addition to all other rights and remedies that NEP may have, NEP shall be entitled to specific performance and injunctive equitable relief as a remedy.
- 31.4 NEP has the right to set-off against any amounts payable by NEP or its affiliates to Supplier or its affiliates. If Supplier alleges a breach of the Order by NEP, Supplier shall continue performance until such allegation is resolved.
- 31.5 If any portion of the Order is invalid or unenforceable, the remaining portions of the Order remain valid and enforceable.

32. No Publicity.

Supplier shall not make any release regarding the Order or use of NEP trademark or trade name, including any public announcement or advertising.

33. Relationship of Parties.

Each Party is an independent contractor and the Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Neither Party shall be deemed to be an employee, agent, partner, legal representative or joint employer of the other, nor shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

34. No Implied Waiver.

NEP's failure to insist upon Supplier's performance of any obligation or to exercise any right shall not constitute a waiver of future performance or future exercise of a right. Supplier's obligations with respect to future performance and rights shall continue.

35. Survival.

Any provision intended to survive termination or expiration, including Sections 10, 11, 12, 16, 17, 22, 23, 24, 27, 28, 30 and 31 shall remain in full force and effect notwithstanding termination or expiration.

36. Entire Agreement; Modifications; Updates.

- 36.1 These Terms constitute the entire agreement.
- 36.2 Amendments can only be made by written document signed by NEP and Supplier.
- 36.3 NEP may update its Terms. Updated Terms shall apply to all Orders after the effective date of the updates. Where a web link is incorporated by reference into these Terms, the most recently updated version shall apply.

37. Assignment; Subcontractors.

Supplier shall not assign, subcontract or otherwise transfer any of its rights or obligations under the Order unless agreed in writing. Supplier will impose these Terms on all subcontractors and shall be liable for subcontractors' performance.

38. Notices.

When required by these Terms, notices to Supplier shall be sent to Supplier's address on the Order. Notices to NEP shall be sent to NEP's address on the Order, with a copy to NordicEPOD AS, Orhusveien 77, 3070 Sande, Norway. All notices shall be delivered personally, or by postage prepaid registered mail, return receipt requested. Notice is effective on receipt by a Party.

39. Interpretation.

- 39.1 Headings are for convenience only.
- 39.2 The term "including" when used in these Terms, shall mean "including, but not limited to".