

SEC GENERAL TERMS AND CONDITIONS FOR PURCHASE

June 2021

The following general terms and conditions apply to all SEC Purchase Orders and Contracts unless otherwise agreed. Any particular conditions and requirements will be specified in the Contract.

1. Definitions, Interpretation and General Provisions

- 1.1 **"SEC"** means Scandinavian Energy Contractor A/S, unless the Purchase Order or other contract form is issued by one of its affiliates, in which case SEC shall mean the affiliate.

The **"Contract"** means the contract entered into between SEC and the Supplier consisting of the provisions of the Contract Documents.

"Contract Date" means the date of the Purchase Order or the date of signature on other contract form.

"Contract Documents" shall mean all documents that are attached to the Purchase Order or other contract form or referenced therein.

"Contract Price" means the sum to be paid for the Scope of Supply by SEC to the Supplier as noted in the Contract regulated according to change orders.

"Costs" mean all costs and expenses reasonably incurred, including costs of labour, travel, materials, equipment rentals, guarantees, bonds and insurance, taxes other than income taxes; but excluding all income and related taxes, administrative overhead, financing costs and profit.

"Defect" means any nonconformity and/or defect in the design, engineering, equipment, services, material, tool, supply, test or completion of the Scope of Supply and which is not in compliance with the Contract or with good engineering practice.

"Defect Notification Period" means warranty period as described in clause 12.2.

"Gross Negligence" means an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious Supplier would normally foresee as likely to ensure, or a deliberate disregard of the consequences of such an act or omission;

"Make Good" or **"Made Good"** means performing all corrective actions to have the Scope of Supply in full compliance with the Contract, and to re-perform the necessary tests, at the Supplier's own Costs, to prove such compliance. For the avoidance of doubt, such corrective actions shall include, if necessary, with the prior consent of SEC, the implementation of modifications which may not have been foreseen in the initial engineering and/or technical specifications.

"Purchase Order" shall mean SEC's purchase order document for the Scope of Supply.

"Sanctions" means economic and financial sanctions as well as legally binding export controls and restrictions including any instruments or lists issued pursuant to such laws.

"Scope of Supply" means all goods and services to be supplied and delivered by the Supplier pursuant to the Contract, including, without limitation, all materials, equipment, transportation, supervision, professional, design, engineering and construction services, drawings, document, manuals, guarantees, bonds and insurance.

"Serial Defect" means multiple failures of the same part or type of component and shall be deemed to exist if during the Defect Notification Period twenty percent (20%) or more of the same part or component contains the same Defect.

"Site" means the site on which the Total Project is being undertaken.

"Supplier" and **"Sub-Contractor"** and **"Seller"** means the person or entity to whom SEC has issued the Purchase Order or entered into the Contract with.

"Taking Over Certificate" (or **"TOC"**) means the certificate stating the date of taking over of the Total Project by SEC's customer and when the Scope of Supply is completed in full compliance with the requirements set forth in Contract.

"Total Project" means the project being undertaken by SEC of which the Scope of Supply constitutes a portion of the total goods and services being provided by SEC.

- 1.2 The Contract contains and reflects the entire understanding and commitments of the parties regarding its subject matter. The Contract will consist of a number of the below noted documents. If there is any discrepancy or inconsistency in these Contract documents, they shall prevail in the following order:

1. Purchase Order or other Contract Document with particular conditions;
2. SEC's General Terms and Conditions for Purchase;
3. SEC's Technical Specifications and Drawings and related documents;
4. Shipping instructions and SEC Packing Guidelines;
5. SEC QHSE requirements;
6. Other documents attached to or referenced in SEC's Purchase Order or other Contract form.

- 1.3 SEC will indicate its offer to enter into the Contract with the Supplier by forwarding a Purchase Order or other Contract form. The Supplier shall give its acceptance of the Contract, by signing the Contract, or by delivering to SEC a completed and signed SEC order acknowledgement form or other acceptance agreed to by SEC, within 2 days of the date of the Purchase Order or the Contract. Any late acceptance will be effective only if expressly consented to by SEC. SEC may revoke its offer at any time prior to receipt of the Supplier's

acceptance.

- 1.4 SEC's offer is limited to the terms of the Contract documents. Any terms and conditions submitted by the Supplier that are different from or additional to those of the Contract documents shall not form a part of the Contract.
- 1.5 The Supplier acknowledges, by acceptance according to clause 1.3, receipt of the Contract Documents and declares that it understands their provisions, that it is fully qualified and capable of delivering the Scope of Supply; that it has and will convey at the time of delivery good title to the Scope of Supply free and clear of all encumbrances, liens and other security interests of any kind.
- 1.6 All changes to the Contract, notifications, requests, instructions, agreements etc. shall be in writing.
- 1.7 All trade terms used in the Contract shall be interpreted and applied in accordance with the current Incoterms at the Contract Date.
- 1.8 Unless otherwise specified in the Contract, all notices, communications, technical specifications or other documents created in connection with the Contract shall be produced in the English language.

2. SCOPE OF SUPPLY, SPECIFICATIONS, DOCUMENTS AND PLANS

- 2.1 The Supplier shall perform all work necessary to fulfil all its obligations under the Contract at its sole cost and expense even if the Scope of Supply is not expressly stated herein or in the other Contract Documents.
- 2.2 The Supplier and the Scope of Supply shall comply strictly with all applicable requirements of the Contract, including all design and technical specifications, all applicable international industry standards, all statutes, regulations and other laws; requirements (including environmental and safety requirements in the place of manufacturing and at the Site) and be fit for the Total Project and the particular purposes for which it is intended.

The Supplier shall cooperate with SEC and with other suppliers as applicable and accommodate the Scope of Supply, consistent with its other obligations under the Contract, to the other components and plant comprising the Total Project and to the conditions on the Site. The Supplier shall comply with any collective or other worker/union arrangements (if any) which SEC must comply with at the Site – and at the place of manufacturing. SEC shall have the right to audit the Supplier's compliance with this clause.

The Supplier shall obtain and comply with all applicable permits, licenses and approvals and provide SEC with all documents and information reasonably requested by SEC and SEC's customer.

- 2.3 The Supplier shall make sure that he possesses sufficient information to execute the Scope of Supply. If the Supplier discovers, at any time, that the Contract or any information or documents provided by SEC contain any error, omission, Defect or inconsistency or the Supplier requires information or clarification to ensure that the Scope of Supply conforms to all requirements of the Contract, the Supplier shall immediately notify SEC and request its advice or clarification.
- 2.4 Unless otherwise specified in SEC's Technical Specifications, the Supplier shall within 14 days after the Contract Date provide SEC with the following:
 - a) a detailed description of the design of the Scope of Supply, installation manual, operation and maintenance manuals;
 - b) a detailed description of its quality control program;
 - c) a detailed listing or schedule of all production and delivery milestones and;
 - d) a detailed inspection and test plan.

SEC may provide the Supplier with its comments to the Supplier's documents. The Supplier shall correct its documents to reflect SEC's comments and shall resubmit the documents within 7 days after the receipt of such comments.

- 2.5 Upon delivery, the Supplier shall promptly provide SEC with as-built drawings and complete manuals in English in 1 hard copy and 1 electronic copy. The manuals shall describe the installation, operation and maintenance of the Scope of Supply, spare part lists and other matters required by SEC. If the Scope of Supply is altered after delivery, the Supplier shall, upon SEC's request and without any additional cost to SEC, promptly provide SEC with updated copies of the relevant drawings and manuals.
- 2.6 The Supplier shall deliver all documentation electronically in the format specified in the Technical Specifications. If nothing is specified by SEC, the Supplier shall liaise with SEC to ensure that all submissions are done in a format readable to SEC. Document submitted in a nonreadable format to SEC shall not be deemed delivered.

3. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

- 3.1 The Supplier undertakes that it, its personnel and its sub-suppliers (if any) comply and will ensure compliance with the applicable legislations, regulations, standards, and best practices applicable with respect to health, safety, working conditions and environment. For any work on Site the Supplier comply and shall ensure that its personnel and sub-suppliers (in any) comply with the rules in force at the Site with respect to health, safety, environment, working conditions and all applicable legislation and regulations.
- 3.2 The Scope of Supply shall be new, free from any Defects in design, engineering, materials, construction and workmanship and of good and satisfactory quality.
- 3.3 The Supplier shall maintain a quality control program for the Scope of Supply. The Supplier shall comply with SEC QHSE requirements set forth in the Contract.

4. CHANGE ORDERS AND CLAIMS

- 4.1 No change to the Scope of Supply, price, specifications, milestones or any other matter within the scope of the Contract shall be made except pursuant to a written change order issued by SEC.
- 4.2 SEC may, at any time request the Supplier to vary or add to the Scope of Supply.
- 4.3 If The Supplier believes that any request or information provided by SEC after the Contract Date requires a change order, or the Supplier for any other reason believes that the Contract, including price, time schedule or quality of the Scope of Supply shall be changed, The

Supplier shall immediately and no later than 14 days after the circumstances giving rise to such belief notify SEC, or otherwise be deemed to have waived the right to claim.

The notification shall explain the reason for the belief and shall describe the proposed variation in the Scope of Supply and the proposed changes to the Contract including price, delivery time and quality. The variation in the Contract Price shall be calculated as direct documented Costs plus 10% to cover overhead, financing and profit and be verified by written documentation to SEC's satisfaction. SEC may thereupon issue a change order in accordance with the Supplier's submission or the parties' mutual agreement.

- 4.4 If the parties are unable to reach mutual agreement, SEC may nonetheless issue a change order. The Supplier shall unconditionally and without delay implement the change order. Upon completion of the variation, SEC shall be charged the variation in the Contract Price which shall be calculated as specified above. The Supplier shall keep such contemporary and itemized records that are necessary to substantiate the variation in Costs and other Contract conditions. SEC may inspect and copy all such records.

5. SUSPENSION AND CANCELLATION

- 5.1 SEC may suspend all or a part of the Scope of Supply for any reason by giving written notice to the Supplier. During the suspension, the Supplier shall protect and secure the suspended Scope of Supply against deterioration, loss and damage and undertake all other actions requested by SEC. The Supplier shall be entitled to reimbursement of its additional Costs directly resulting from a period of suspension of more than 4 weeks and which cannot reasonably be avoided by the Supplier.
- 5.2 SEC may cancel all or a part of the Scope of Supply for any reason by giving written notice to the Supplier. The Supplier shall immediately implement SEC's instructions. In the event of cancellation, the Supplier shall be entitled to reimbursement of its additional Costs directly resulting from the cancellation and which cannot reasonably be avoided by the Supplier in addition to payment of the Contract Price attributable to the cancelled portion of the Scope of Supply that is specifically and properly purchased or fabricated for SEC as of the date of cancellation but not returned to the Supplier's stock. SEC may request that the Supplier deliver any Scope of Supply for which SEC has agreed to pay.
- 5.3 SEC may cancel all or a part of the Scope of Supply if the Supplier defaults in a substantial way to complete the Scope of Supply with promptness and due diligence. The Supplier shall then repay previously paid sums and pay all additional Costs incurred by SEC as result of the default and the cancellation and the procurement of a substitute Scope of Supply.

6. SPARE PARTS/SERVICE

- 6.1 The Supplier shall secure prompt delivery of spare parts and service from the time it delivers the Scope of Supply until 15 years after TOC. The Supplier shall be able and willing to service the Scope of Supply at the Site or at such other place reasonably directed by SEC. The price to SEC of such spare parts and service shall have a discount of at least 10% of the market value or the Supplier's list price, whichever is less.

Provided spare and wear parts are included in the Scope of Supply for a specific operation period - then the Supplier warrants that such spare and wear parts will be sufficient to cover the need for spare and wear parts for the Scope of Supply for such specific operation period. If further spare and wear parts are required during such period, the Supplier shall – upon SEC's request – supply such spare parts without undue delay at the Supplier's risk and cost, unless the Supplier can prove that SEC has not operated and/or maintained the Scope of Supply in accordance with the operation and maintenance manual.

- 6.2 If the Supplier from the Contract Date and until one year after the end of the Defect Notification Period accepts any orders from the SEC customer with regard to the Total Project, the Supplier shall pay SEC a commission of 10% for the amount invoiced to such SEC customer upon receipt of such payment.

7. SUBCONTRACTORS AND ASSIGNMENTS

- 7.1 The Supplier shall be fully responsible for the acts and omissions of its subcontractors. The Supplier may subcontract on-site services or a substantial part of the Scope of Supply only with SEC's written consent.
- 7.2 The Supplier shall ensure that its contracts with third parties are in writing and provide that all rights and interests of the Supplier, including guarantees and warranties, are assignable to SEC upon SEC's written request provided SEC assumes all of the Supplier's obligations under the contracts. The Supplier shall ensure that its subcontractors comply with all the requirements of the Scope of Supply to the extent of their scope of supply.
- 7.3 The Supplier may assign its rights or interests under the Contract to any third party only with SEC's written consent. The Contract shall be binding upon and shall be for the benefit of the parties hereto and their successors and permitted assigns.

8. DANGEROUS OR HAZARDOUS MATERIALS

- 8.1 The Supplier shall immediately inform SEC of any dangerous or hazardous materials forming part of the Supply. All such materials shall be transported, handled and stored in accordance with all applicable laws, regulations, conventions and protocols, including but not limited to the IMDG and the IATA Dangerous Goods Regulations. Seller shall mark such goods and materials according to IMO and IATA requirements and treat the goods accordingly. In the case of maritime transport, Seller shall list each of the following: the IMO/IMDG Class number, the UN number and the IMDG Code page number. In the case of air transport, Seller shall list the UN/ID number and Class number. Seller shall give SEC prior written notice of any shipment of any dangerous or hazardous goods or materials.

9. INSPECTION AND TESTS

- 9.1 SEC, and its customer and representatives, shall be entitled to inspect and test the Scope of Supply or any part thereof during manufacture and after completion. Such inspection and testing may be carried out at the place of manufacture or on the-Site.
- 9.2 The Supplier shall give SEC at least 14 days advance notice before any planned final inspection or test and SEC shall give the Supplier at least 24 hours advance notice of its intention (or the intention of its customer or representative) to attend any planned inspection or test. If so instructed, the Supplier shall uncover or open any part of the Scope of Supply and reinstall such uncovered or opened parts following the inspection. If the technical requirements for any tests are not specified in the Contract, the tests will be carried out in accordance with applicable industry practice. Such inspection and testing is included in the Scope of Supply without any entitlement to separate cost compensation.

- 9.3 If any test reveals any nonconformity (including Defect), SEC may, in addition to any other remedies, require that the Supplier repeat the test upon completion of any remedial work and until there are no further nonconformities (including Defects). Furthermore, if any test and/or inspection has revealed nonconformities (including Defects), SEC shall have the right to make additional tests and/or inspections to other parts of the Scope of Supply. The Supplier cannot claim any costs to SEC for such additional tests and/or inspections.
- 9.4 If the Supplier is required by clause 9.2 and 9.3 to conduct a new test, the Supplier shall reimburse SEC for all costs and expenses incurred by SEC in connection therewith; otherwise, SEC shall bear all its costs and expenses related to attending any inspection or test.
- 9.5 Any, testing or inspection review, approval or omission thereof, by SEC or its representative shall not release the Supplier of its obligations under the Contract.

10. LATE, NONCONFORMING OR DEFECTIVE SUPPLY

- 10.1 The Scope of Supply shall be in strict conformity with each and every requirement of the Contract, including the requirement of clause 3.1 that the Scope of Supply shall be free of Defects, and that it shall be delivered according to the time schedule specified in the Purchase Order or the Contract Document, if not specified then in accordance with the time schedule submitted in accordance with clause 2.4. Time is of the essence, and the Supplier shall use best efforts to remedy any delay or nonconformity promptly.
- 10.2 If the Supplier has any reason to believe that any stipulated milestones might not be met (including for the provision of any drawing, documents, guarantee, bond or insurance) or the Scope of Supply is otherwise not in conformity with the Contract, it shall immediately notify SEC, specifying the cause for the nonconformity, the nature of the problem, the estimated duration of the delay and its plan for remedying the nonconformity including delay.
- 10.3 SEC may instruct the Supplier to take such actions as can be expected to remedy or avoid a nonconformity including delay, including the application of additional manpower, rearrangement of plans or replacing or repairing Scope of Supply on-site or at such other place reasonably designated by SEC. If the Supplier disputes any SEC instruction, the Supplier shall nonetheless immediately comply with all of said instructions. Such compliance shall not be deemed a waiver by the Supplier of any right it may have to claim SEC for additional direct Costs or time extension. SEC may, in addition to any other remedy, step-in and remedy for the Supplier's account, if SEC deems this necessary to minimize the consequence of a nonconformity including Defect or delay.
- 10.4 In case of any nonconforming including defective or incomplete Scope of Supply, the Scope of Supply shall not be deemed delivered until fully remedied. Such nonconforming, defective or incomplete Scope of Supply includes nonconforming, defective or incomplete Scope of Supply discovered at its point of installation.

SEC may withhold any and all payments until all nonconformities are fully remedied.

- 10.5 If the Supplier fails to achieve timely full and correct delivery of any Scope of Supply (other than the delivery of required documents and drawings), in accordance with the delivery milestones set forth in the Contract, then the Supplier shall pay SEC, as liquidated damages for delay and not as a penalty, an amount equal to 1.5 (one point five) per cent of the Contract Price for each commenced week of delay.

If the Supplier fails to achieve timely full and correct delivery of any required documents and drawings in accordance with the delivery milestones set forth in the Contract then the Supplier shall for each milestone not being met pay SEC, as liquidated damages for delay and not as a penalty an amount equal to €2,000 for each commenced week of delay.

The sum of such liquidated damages shall not exceed 15 per cent of the Contract Price.

- 10.6 If the Technical Specifications cannot be met despite repairs or replacements, or the delay in delivery of the Scope of Supply exceed 10 weeks then SEC may in addition to other remedies cancel for default in accordance with clause 5.3 or be entitled to a reduction of the Contract Price proportional to the shortcomings.
- 10.7 If during the engineering phase and/or manufacturing phase it becomes evident that the Supplier will not be able to meet the agreed delivery date(s), SEC shall have the rights and remedies as set forth in clauses 10.3 and 10.6.
- 10.8 If SEC requests a delay in the delivery of all or any part of the Scope of Supply that is ready for delivery, until after the delivery milestones agreed in the Contract, then the Supplier shall preserve such Scope of Supply so as to prevent any deterioration, loss or damage. The Supplier shall store or arrange storage for such Scope of Supply in a secure location. If the requested delay is more than 8 weeks for reasons not due to the Supplier, the direct documented cost of preparation over and above SEC Packing Guidelines and direct documented storage costs shall be for the account of SEC.

- 10.9 In case of delay solely attributable to SEC, the Supplier shall be entitled to a time extension to the delivery milestones to the extent that:
- such a delay has a proven direct impact on the Supplier's production schedule submitted in accordance with clause 2.4 and the Supplier is unable to catch up on the delivery time
 - the Supplier has given written notice to SEC within five (5) days of such delay being caused by SEC

Such time extension shall never exceed the number of days of such delay caused solely by SEC.

11. FORCE MAJEURE

- 11.1 Force majeure means any

- storm, hurricane, flood, lightning, or earthquake
- war, rebellion, or civil war,
- general strike or general labour stoppage (but exclusive of any strike or labour stoppage affecting only the Supplier or its subcontractors),
- radioactive or other toxic contamination,
- any force majeure situation claimed by SEC or the customer under the main contract between SEC and SEC's customer,

that could not be reasonably foreseen and is beyond the reasonable control of the party claiming force majeure and causes a material delay or disruption in the performance of any obligation under the Contract.

- 11.2 Notification of a force majeure event shall be given within 7 days of the occurrence of the circumstances constituting the Force Majeure Event and it shall specify the affected obligation.
- 11.3 Any obligation by either party shall be excused to the extent and for the period that the party's inability to perform is caused by force majeure. Payments including financial and other monetary obligations cannot be excused by reason of Force Majeure except where due to Sanctions.

Upon the occurrence of force majeure, the Supplier shall continue to perform its obligations under the Contract so far as reasonably practical and shall immediately undertake all reasonable efforts to mitigate its effect. If force majeure prevents a subcontractor of the Supplier from performing its obligations, the Supplier shall use his best efforts to procure performance by another subcontractor. The party affected by Force Majeure shall, upon request, submit to the other party a plan detailing all proposed actions to minimize any resulting delay.

- 11.4 In the event, that either Party is delayed by Force Majeure each Party shall bear his own costs arising from such delay. The extension of time shall be the sole relief to which a Party shall be entitled for the occurrence of a Force Majeure event.
- 11.5 If force majeure exists for a continuous period of 180 days, either party may terminate the Contract after giving 30 days' written notice. Upon any such termination, the provisions of clause 5.2 above shall apply.

12. DEFECT NOTIFICATION PERIOD

- 12.1 The Supplier guarantees and warrants (the "Guarantee") that the Scope of Supply conforms to each and every requirement of the Contract including the requirements that it must be of good and satisfactory quality and free of Defects in design, engineering, materials, construction and workmanship. All Defects occurring or discovered from the Contract Date to the end of the Defect Notification Period shall be promptly Made Good by the Supplier at his sole expense.

If there is a Serial Defect which, is not due to normal wear and tear, all such components shall be considered as a Defect and shall be promptly Made Good by the Supplier at his sole expense.

- 12.2 Unless otherwise specified in the Contract the Defect Notification Period for the Scope of Supply shall be 24 months and shall start on the TOC Date, however the Defect Notification Period shall start no later than 24 months after delivery of the Scope of Supply, except in case of delay to the TOC Date being attributable to the Supplier. The Defect Notification Period for any Scope of Supply that is repaired or replaced within the Defect Notification Period shall however be prolonged to 24 months after the completion of such repair or replacement.

The Defect Notification Period for buildings or similar structures or parts or materials incorporated therein, shall however be 60 months calculated from the TOC Date, prolonged to 60 months after the completion of any repair or replacement.

- 12.3 SEC shall, no later than 30 days after expiration of the Defect Notification Period, notify the Supplier in writing of any Defects in the Scope of Supply that is discovered, or which occurs during the Defect Notification Period. Upon receipt of timely notification, the Supplier shall immediately remedy the noticed Defect. Further, the Supplier shall immediately remedy any Defect of which it becomes aware regardless of whether it receives any notice from SEC. SEC may, in its discretion, require that Supplier either replace or repair the affected Scope of Supply at the Site or at any other place reasonably designated by SEC. If the Supplier is required to perform any repair or replacement at the Site, the Supplier shall comply with all instructions of SEC regarding use of the Site. If the Scope of Supply does not function in a manner that can be reasonably expected or satisfy the purposes for which it was intended, the Supplier shall have the burden of proof to establish that the Scope of Supply conforms to the requirements of the Contract.

If the Defect or damage cannot be remedied promptly on the Site and SEC gives consent, the Supplier may remove from the Site for the purposes of repair such items of the Scope of Supply as are defective or damaged. If required by SEC the Supplier shall provide SEC with a payment guarantee for the amount of the full replacement cost of these items, or to provide other appropriate security, or to provide temporary plant and equipment on Site to allow normal operation to be maintained.

- 12.4 If SEC reasonably requires that any Defect notified to the Supplier be Made Good promptly and the Supplier is unable or unreasonably refuses to comply within 7 Days or if earlier within reasonable time, then SEC may, without prejudice to any other remedies or relief available to him under the Contract, proceed to do the work at the Supplier's sole expense in such a manner as SEC or SEC's customer may decide, including the employment of a third party.
- 12.5. The Seller shall remedy all Defects due to Seller's Gross Negligence, gross default or wilful default regardless of when they occur.
- 12.6 If the Supplier fails to fulfil any of its Guarantee obligations, SEC shall have all rights and remedies set forth in clause 10.

13. PRICE, PAYMENT, SETTING OFF, GUARANTEES AND INSURANCE

- 13.1 The Contract Price and any other rates agreed in the Contract is firm and shall not be adjusted for changes in the cost of labour, materials, taxes or any other matter unless otherwise agreed. The Contract Price shall include payment by the Supplier of all duties, taxes and other assessments arising from its obligations under the Contract.
- 13.2 Payment terms are current month + 60 days after receipt of correct invoice. Unless otherwise agreed, no payment shall become due until delivery of the entire Scope of Supply. For Contracts with a total Contract Price below the equivalent of EUR 700,000 SEC, payment terms are 100% payment of the Contract Price after complete delivery.
- 13.3 The Supplier shall submit the invoice, to invoice@secontractor.dk. Payment is conditional upon complete and conforming delivery of the Scope of Supply, or the designated portion thereof, and SEC's receipt of a complete and correct invoice and all required supporting documents (including any guarantees and certificates of insurance).
- 13.4 SEC may deduct and offset all amounts owed by the Supplier to SEC whether due or not from any payments due or to become due to the Supplier.
- 13.5 If the Contract Price is above the equivalent of EUR 150,000, The Supplier shall within 2 weeks after the Contract Date furnish SEC with a

performance guarantee in an amount equal to 10% of the Contract Price valid from the Contract Date to 1 month after expiration of the Defect Notification Period. If the Defect Notification Period is extended for all or part of the Scope of Supply due to a Defect, the Supplier shall extend the Performance Guarantee accordingly.

If SEC is to pay the Supplier a down payment (only applicable for Contracts above EUR 700,000 or the equivalent), the Supplier shall, before being entitled to any such payment, furnish SEC with a down payment guarantee in an amount equal to the amount of the down payment. Such down payment guarantee shall expire after delivery of the Scope of Supply free of any nonconforming, defective or incomplete Scope of Supply.

The guarantees shall be on-demand, irrevocable, according to SEC's standard form and issued by a bank or financial institution acceptable to SEC.

- 13.6 The Supplier shall for the duration of the Contract and for a period of three years afterwards, maintain in force with reputable insurance company's adequate worldwide insurance to cover the Supplier's potential liability under the Contract. The Supplier shall ensure that any sub-supplier also maintains adequate insurance having regard to the Supplier's obligations under the Contract. In the event that the Supplier fails to maintain insurance then SEC may "at its option" and without prejudice to any other rights and remedies effect insurance for the relevant coverage.

If SEC claims on its insurance due to the Supplier's breach of the Contract, the Supplier shall reimburse SEC on demand for any deductible which SEC is obliged to cover under that insurance.

14. OWNERSHIP OF SUPPLY

- 14.1 Title to any portion of the Scope of Supply will pass to SEC as soon as the supply is identified, marked or separated for the purpose of the Contract. The Supplier shall as soon as possible identify, mark or separate any goods to be incorporated in the Scope of Supply. The Supplier shall bear the risk of loss for any Scope of Supply according to current Incoterms delivery conditions specified in the Contract. Goods delivered by SEC for incorporation into the Scope of Supply shall remain the property of SEC and shall be kept separate until incorporated into the Scope of Supply.

15. WORK ON SITE

- 15.1 If any work on Site is required, SEC shall have the right to co-ordinate and plan such work and the Supplier shall cooperate with SEC's personnel and any other sub-suppliers on Site. In planning its work, the Supplier shall take into consideration and include in its price, that multiple suppliers are at Site and it may be necessary to wait for another sub-supplier to finish its work before some or all of the Scope of Supply can be carried out on Site.
- 15.2 For any work on Site the Supplier shall comply with the conditions specified in the following SEC documents:
- "General Site Requirements for M&E Contractors".
 - "Site Scope Check List for M&E Contractors".

SEC shall have the right to audit the Supplier's compliance with this Clause.

16. INTELLECTUAL PROPERTY

- 16.1 Title to drawings, documents, software, specifications and like materials prepared as part of the Scope of Supply shall remain with the Supplier. Supplier hereby grants to SEC an irrevocable, royalty-free, non-exclusive licence to use (and to copy and reproduce for use by it) the drawings, software, specifications and like materials included in the Scope of Supply for any purpose connected with completing, maintaining, adjusting, operating, repairing and modifying the Scope of Supply. SEC shall be entitled to assign the benefit of such licence to any assignee of any or all of its rights under the Contract or to any purchaser of the Scope of Supply, but not otherwise and any such assignee, purchaser or financier or subsequent assignee or purchaser shall acquire such licence subject to the same terms and restrictions as to assignment.

17. INDEMNIFICATION AND LIMITS AND EXCLUSIONS OF LIABILITY

- 17.1 The Supplier shall indemnify SEC against all demands, claims, losses, damages, expenses and costs (including attorney's fees) caused in any way by the Scope of Supply or resulting from the Contract, including claims relating to product liability or infringement of any intellectual property caused by SEC's or its customer's installation or use of the Scope of Supply.
- 17.2 Save as otherwise stated herein, neither party shall be liable to the other for any consequential, special, incidental or indirect damages or losses such as loss of profit or revenues. Loss or damage claimed by SEC's customer in relation to the Total Project which is attributable to the Supplier, shall constitute a direct loss or damage (except for the Customer's consequential, special, incidental or indirect damages or losses including loss of profit or revenues), and shall not be limited by this clause.
- 17.3 The liability of the parties under this Contract is limited to a sum equal to the Contract Price.
- 17.4 Notwithstanding any other provision of this Contract, there shall be no limitation nor exclusion of liability in respect of death or personal injury, the Supplier's indemnity under clause 17.1, a breach of clause 18 (Compliance) nor resulting from fraud, wilful default, gross negligence or gross default.

18. COMPLIANCE

- 18.1 The Supplier hereby warrants and undertakes to fully comply with and respect applicable General Data Protection Regulation ("GDPR") and other applicable privacy laws to the fullest extent and to treat personal data about SEC's employees, customers, partners, directors, board members, and any other individuals related to SEC ("SEC related individuals") in strict compliance with such rules.
- 18.2 The Supplier further warrants and undertakes to fully comply with SEC Code of Conduct which can be downloaded from SEC website WWW.SECONTRACTOR.DK or be submitted to the Supplier upon request.
- 18.3 SEC shall have the right to audit the Supplier's compliance with this Clause.

18.4 Any breach of this clause shall constitute a material breach of the Contract and the Supplier hereby indemnifies SEC and its affiliates against any loss, damages, fines, penalties or claims of any kind which arise out of any breach of the foregoing obligation on the Supplier.

19. CONFIDENTIALITY

19.1 Any know-how or information, including information about pricing, trade secrets or other information relating to method of doing business exchanged between the parties which is not properly in the public domain, shall be treated as confidential and safeguarded from disclosure by the parties including all representatives and employees and not be used except where relevant for the Scope of Supply or legally required.

20. LAW AND DISPUTES

20.1 The Contract shall be governed by and interpreted according to the laws of Denmark. SEC's remedies set forth herein are in addition to any other available at law.

20.2 The Parties shall endeavour to resolve all disputes arising out of or in connection with the Contract through consultation and negotiation in good faith in a spirit of mutual cooperation. If the dispute cannot be resolved at management level within 30 days, then the matter will be escalated to the CEO level or their designees for resolution. They will use reasonable efforts to attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within thirty (30) days after it is referred to them and do not mutually agree to extend the time for negotiation, then the dispute will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall take place in Copenhagen, Denmark and its proceedings shall be governed by the laws of Denmark. The language of the arbitration shall be English. The award shall be based upon principles of law and shall be final and binding upon the parties without the right of appeal to the courts. The award may be entered by any court having jurisdiction thereof. The arbitrators shall allocate the costs and expenses of the arbitration and may award to a party reimbursement of its reasonable attorney's fees.

20.3 The parties shall continue to perform fully and unconditionally all their obligations under the Contract notwithstanding the pendency of any dispute or arbitration.

21. NOTIFICATION

21.1 All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by e-mail (with receipt confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation). Unless otherwise specified in the Contract, all contractual notices shall be submitted to procurement@secontractor.dk with cc to the SEC contact person named in the Contract/Purchase Order.

22. SURVIVAL

22.1 If this Contract or any part of the Scope of Supply is terminated for the Supplier's default, then clause 12 shall survive such termination, and the Defect Notification Period, with respect to the Scope of Supply or part of the Scope of Supply which is completed shall remain in effect notwithstanding the termination of this Contract.

22.2 Any terms, covenants, provisions or conditions of this Contract which expressly or by their nature survive the termination of the Contract including clause 14, 16, 17, 18,19 and 20 shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged with the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire.

June 2021 - Allerød, Denmark.