

General Terms and Conditions of Purchase – the United Kingdom

These General Terms and Conditions shall form an integral part of the purchase agreement between BEWI (as defined below) and the Supplier (as defined below) and shall also apply to all orders and any other contracts for the benefit of BEWI relating to the purchasing and delivery of the Supplier's goods and/or services. Any deviations from or additions to these General Terms and Conditions require BEWI's prior express written approval.

1. Definitions

- 1.1. **Agreement** – means the purchase agreement entered between BEWI and a Supplier.
- 1.2. **BEWI** – means a company within the BEWI group which is incorporated in the United Kingdom and which directly or indirectly is Controlled by BEWI ASA.
- 1.3. **Business Day** – means a day, not being a Saturday or Sunday, on which banks are open for general business in the United Kingdom.
- 1.4. **Confidential Information** – means all information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation or which is information inherently confidential in its nature and in the judgement of a reasonable person.
- 1.5. **Control** – means, with respect to a Party: (i) the direct or indirect ownership or control of more than 50% (fifty per cent) of the (a) ownership interests or (b) voting power at the general meeting or a similar body, of the Party, or (ii) the right or ability to (a) appoint or remove or (b) direct the appointment or removal of, such number of the members of the management board or a similar body of the Party with decisive voting power in such body.
- 1.6. **General Terms and Conditions** – means the general terms and conditions set out herein.
- 1.7. **Goods** – goods ordered by BEWI from the Supplier pursuant to a Purchase Order, including deliverables derived from any Services.
- 1.8. **Intellectual Property Rights** – means any and all patents, utility models, trademarks, rights in designs, trade, business or domain names, know-how, rights in databases and copyrights, rights in inventions, trade secrets and other confidential information and all other intellectual property rights of a similar or corresponding character (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing) which may now or in the future subsist in any part of the world, regardless of whether patentable or otherwise capable of proprietary protection or not.
- 1.9. **Purchase Order** – means an order made by BEWI for purchase of Goods and/or Services, including the terms specified therein, such as for example but not limited to description, type of packaging, quantity, weight, place of loading, place of delivery and order delivery date.
- 1.10. **Parties** – means BEWI and the Supplier. The Parties may be individually referred to as a "Party".
- 1.11. **Services** – Services added by BEWI from the Supplier pursuant to the Purchase Order.
- 1.12. **Specification** – means a written detailed description of what is being ordered agreed by the Parties.

1.13. **Supplier** – means any supplier to BEWI of Goods and/or Services.

2. General

- 2.1. These General Terms and Conditions apply to all Purchase Orders. If there is a conflict between the General Terms of Conditions and a Purchase Order, the Agreement, or any Specification, such Purchase Order, Specification or Agreement shall prevail, PROVIDED THAT no terms and conditions which the Supplier seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing shall be incorporated into the contract.
- 2.2. By way of accepting and/or executing a Purchase Order (partially or in full) the Supplier is unconditionally accepting these General Terms and Conditions (regardless of whether any restrictions or limitations are stated on the acceptance provided by the Supplier).
- 2.3. These General Terms and Conditions shall not establish an exclusive purchase and/or supply agreement between BEWI and any Supplier.
- 2.4. All documentation provided to or from BEWI shall be supplied in the English language.

3. Ordering

- 3.1. Each purchase shall be placed by way of a Purchase Order. Each Purchase Order will have a unique number.
- 3.2. Each Purchase Order shall contain detailed information (to the extent relevant) in relation to (i) the ordered Goods and/or Services, (ii) amount/volume, (iii) the required delivery date and terms, (iv) the relevant location to which the Goods and/or Services shall be delivered, and (v) any other information or terms relating to the purchase.
- 3.3. Each Purchase Order shall be made in writing and any discussions or oral agreements between the Parties shall be only binding upon BEWI if confirmed in writing.
- 3.4. The Supplier must check Purchase Orders for errors without any delay. If such errors appear or lack of suitability in respect of the specifications are noticed, the Supplier shall notify BEWI immediately of any necessity for changes. BEWI shall in such case amend the Purchase Order as deemed necessary by BEWI.
- 3.5. The Supplier shall confirm each Purchase Order and/or amendments to a Purchase Order in writing (email is sufficient) by sending order confirmation to BEWI at the latest within two (2) Business Days after receipt of the Purchase Order or request for amendments to a Purchase Order (as applicable).
- 3.6. If no order confirmation has been received by BEWI or if the Purchase Order has not been expressly rejected prior to the period set out in Section 3.5 above, the Purchase Order shall be deemed to have been confirmed 'as is' by the Supplier.

4. Delivery and approval

- 4.1. The delivery of the Goods and/or Services shall be based on the conditions set out in the Purchase Order and/or the Agreement (as applicable). Unless the terms of delivery of the Goods and/or Services are specified in the Purchase Order or otherwise agreed between the Parties in writing, the completion of the delivery shall be performed by the Supplier in order to fulfil the agreed criteria of the Goods and/or Services as set out in the relevant Purchase Order and/or Agreement (as applicable), and shall subsequently be approved by BEWI in writing no later than thirty (30) days following receipt of such notice of the

completed delivery. The Supplier shall thereto submit the underlying documents for the completed delivery. If the delivery is rejected by BEWI, BEWI shall notify the Supplier of the reasons therefor and the Supplier shall be obliged to undertake the necessary corrective measures to meet the criteria of the Goods and/or Services immediately. If the delivery is rejected due to the non-fulfilment of the agreed goods and/or service criteria, any corrective measures shall be at the expense of the Supplier. Should the Supplier be unable or refuse to correct the delivery, BEWI may terminate the Purchase Order and/or the Agreement, in whole or in part, with immediate effect.

- 4.2. The Supplier shall only deliver the Goods and/or Services in the quantities specified in the Purchase Order.
- 4.3. If the Supplier has reason to believe that delivery cannot take place in accordance with the Purchase Order or as otherwise agreed between the Parties in writing, or that the Supplier is unable to fulfil its contractual obligations in whole or in part, the Supplier shall immediately notify BEWI hereof in writing. The notice shall at least state the reasons for and the potential duration of any such delay, as well as the anticipated impact and suggestions for limiting the time lost. Such notice of delay does not for the avoidance of doubt release the Supplier from its obligation to deliver the goods and/or services within agreed delivery period.
- 4.4. The terms of delivery of any Goods shall be DAP in accordance with INCOTERMS 2020, unless otherwise agreed between the Parties in writing. Title and risk in any goods shall pass to BEWI in accordance with the applicable delivery terms, or, in the absence of any such terms, title and risk shall pass on delivery of the Goods.
- 4.5. If Goods or Services are not delivered within the delivery period set out in the Purchase Order or otherwise agreed between the Parties in writing, BEWI may terminate, in whole or in part, the relevant Purchase Order and/or the Agreement. Any request of changes to the delivery date by the Supplier shall be communicated in writing to BEWI.
- 4.6. BEWI shall be entitled to inspect or test samples of the Goods and/or Services at all reasonable times. Such inspection does, however, in no way imply that BEWI will accept the Goods and/or Services.
- 4.7. BEWI may reject Goods and/or Services that does not comply with the Purchase Order, the Agreement, or any Specification within a reasonable timeframe. Any rejected Goods will be returned at the cost of the Supplier.
- 4.8. The acceptance of late deliveries shall not constitute a waiver by BEWI of its right to cancel a Purchase Order or to refuse further deliveries.
- 4.9. If the Supplier is not able to complete the Purchase Order within the delivery period set out in the Purchase Order or otherwise agreed between the Parties in writing, the Supplier shall be liable for any costs or expenses incurred by BEWI as a result of such delay, and the Supplier shall cover any costs incurred in making up or limiting the time lost unless the delay is attributable to circumstances for which BEWI is responsible.

5. Packaging of goods

- 5.1. All Goods shall be packed in accordance with the following:
 - 5.1.1. To prevent any damage during transportation, storage, loading and unloading.
 - 5.1.2. Be clearly identifiable with the Purchase Order number, item code and item name.

- 5.1.3. The Supplier undertakes to use its best effort to pack the goods with appropriate, environmentally sustainable materials that can be recycled.
- 5.2. If the pallets and/or boxes are not labelled in the correct manner, BEWI shall provide the Supplier with the possibility to correct this without delay at the delivery location of the goods. If the Supplier is not or will not be able to do that in a timely manner (being under no circumstances more than two (2) Business Days), BEWI's personnel shall be entitled (but under no obligation) to label the Goods in a correct way. Relabelling of the Goods and all expenses in connection thereto shall be covered by the Supplier and paid (if applicable) to BEWI upon request, without delay.

6. Warranty, notifications of defects and liability

- 6.1. The Supplier warrants that the Goods and/or Services shall meet and will be delivered in accordance with applicable laws and meet all applicable regulatory requirements and with the greatest possible care and in a highly professional manner, and that it shall at all times adhere to BEWI ASA's Supplier Code of Conduct. The Supplier shall refrain from acting in any way that could adversely affect the reputation and goodwill of BEWI.
- 6.2. The Supplier warrants that the Goods and/or Services will be free from any damages, non-functionality or defects, which may reduce their value or affect their usability, that they carry the agreed or guaranteed properties as set out in the Agreement, any Specification and/or the Purchase Order, that they are suitable for the purpose stipulated in the Agreement, any Specification and/or the Purchase Order, and that they conform both to generally accepted technical practice, applicable regulations and BEWI ASA's Supplier Code of Conduct.
- 6.3. BEWI shall notify the Supplier of any defects, damages or non-functionality of the Goods and/or Services delivered as soon as reasonable possible after these are discovered in the regular course of business. This shall not apply to defects caused by:
 - 6.3.1. normal wear and tear by BEWI; or
 - 6.3.2. improper handling by BEWI.
- 6.4. In case of a warranty default in accordance with Section 6.2 above, Supplier shall, at BEWI's discretion, immediately replace, repair or re-execute the delivery of any non-conformant Goods and/or Services. If the Supplier is not able to correct a defect, non-functionality or damage or continues to default on its warranty obligations, BEWI shall have a right to correct the defect, non-functionality or damage itself, with or without assistance from third parties, at the Supplier's expense, or return the Goods at the cost of the Supplier (upon BEWI's sole discretion).
- 6.5. All transports in connection with remedial work shall be at the Supplier's risk and expense unless the Goods are located elsewhere than the place of delivery. BEWI shall follow the Supplier's instructions on how the transport shall be carried out.
- 6.6. The warranty by the Supplier shall also cover any items and/or services manufactured or delivered by a subcontractor to the Supplier.
- 6.7. The Supplier shall be fully liable for any damage caused by the non-compliance of the provisions set out in these General Terms and Conditions, a Purchase Order or the Agreement and shall reimburse BEWI for any damages, costs or expenses incurred by BEWI as a consequence of the Supplier's or any of its subcontractors' failure to do so. The

Supplier is also responsible for ensuring that all shipping requirements are fulfilled by all its subcontractors.

- 6.8. Subject to clause 6.9, BEWI's aggregate liability arising from or relating to the Agreement, these General Terms of Conditions or a Purchase Order is limited to the amount paid by BEWI to the Supplier for the goods and/or services in the relevant calendar year. To the maximum extent allowable under applicable law, BEWI shall not be liable towards the Supplier for any special, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues, death, accident or injury.
- 6.9. Nothing in these General Terms and Condition purports to limit BEWI's liability for personal injury or death caused by BEWI, or any other liability that cannot be limited by law.

7. Dispatch requirements for goods

- 7.1. The Supplier shall provide for each individual consignment a detailed dispatch note on the date of dispatch. Each delivery shall be accompanied by a delivery note and a packing slip. If the goods are to be dispatched by ship, the dispatch documentation and invoice shall specify the names of the shipping company and the ship. The means of transport shall be agreed between BEWI and the Supplier in writing, if not agreed otherwise in writing. The Supplier shall choose the means of transport which is most beneficial for BEWI. All dispatch notes, packing slips, bills of lading and invoices as well as all outer packaging must indicate the complete order reference and details concerning the unloading point specified by BEWI.
- 7.2. Documents containing sensitive information, including but not limited to purchase prices, shall not be provided to any third party (such as truck drivers etc) without the knowledge and written approval of BEWI.
- 7.3. The Goods shall always be packed and marked according to Section 5 above and the Purchase Order. If not possible to pack as indicated, Supplier shall notify BEWI hereof without undue delay, and a written agreement must be made between BEWI and the Supplier for alternative solutions. Dangerous goods shall be packed and marked according to appropriate international/national law.
- 7.4. Any consignments of which BEWI is unable to take delivery because of the non-compliance with specifications indicated in the Purchase Order or these General Terms and Conditions shall be stored at the Supplier's expense and risk.
- 7.5. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under these General Terms and Conditions.

8. Insurance

- 8.1. The Supplier shall ensure that it maintains, at its own expense, sufficient professional insurance protection for the Goods and/or the Services, providing sufficient coverage to comply with its obligations, liability and duty to indemnify as required under the Agreement, these General Terms and Conditions, any Specification and/or the Purchase Order including insurance against liability to third parties for any loss, damage, death or bodily injuring arising out of the performance of the obligations under the Agreement, these General Terms and Conditions, any Specification and/or the Purchase Order.

- 8.2. The Supplier shall, upon BEWI's request, provide BEWI with certificates of insurance or other appropriate documentation evidencing all coverages referred to in Section 8.1 above.

9. Quality and environment

- 9.1. The Supplier undertakes to, to the extent applicable, comply with the applicable requirements in the ISO 9001 quality management system standard and ISO 14001 environmental management system standard, or such equivalent standards specified by the Supplier and agreed with BEWI.

10. Price

- 10.1. Unless otherwise agreed in writing, the price for the Goods and/or Services shall be set out in the Purchase Order and shall always show the total price, excluding VAT. For the avoidance of doubt, this means that the price also shall include all costs incurred by the Supplier to deliver any Goods and/or Services, such as, but not limited to, testing, packaging, tagging, freight, insurance, and delivery to the delivery point (if applicable based on the agreed INCOTERMS). Supplier has no right to add any extra fees, costs or charges.
- 10.2. If there are additional taxes applicable for the Goods and/or Services which are not stated on the Purchase Order, the Supplier shall inform BEWI in writing and not start the production of ordered Goods/supply of ordered Services before all additional taxes are agreed.
- 10.3. If the Supplier reduces prices for the Goods and/or Services and improves the conditions during the period between order and delivery, the reduced prices and/or improved conditions valid at the date of dispatch/delivery shall apply.

11. Invoicing and payment terms

- 11.1. The Supplier shall invoice BEWI upon delivery of the Goods.
- 11.2. Each invoice should be in writing and:
- 11.2.1. state the Purchase Order number;
 - 11.2.2. contain all the correct data for accurate payment, including address, VAT number and bank account details; and
 - 11.2.3. describe the Goods delivered and/or the nature and extent of the Services carried out.
- 11.3. The payment term shall be sixty (60) days following the receipt of invoice from the Supplier.
- 11.4. In terms of Services, BEWI is entitled to control that the invoice complies with the Services actually carried out.
- 11.5. If BEWI fails to make any payment due to the Supplier under the Agreement by the due date for payment, then BEWI shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% above the Bank of England Base Rate from time to time.

12. Documentation and intellectual property rights

- 12.1. The Supplier warrants that no aspect of the supply and delivery of the Goods and/or the Services infringes any Intellectual Property Rights, licenses, or industrial property rights of third parties. The Supplier shall hold harmless and indemnify BEWI against any (alleged) claims by third parties in this regard and shall reimburse BEWI for any and all costs, damages and expenses suffered as a result hereof.
- 12.2. Drawings, standards, guidelines, methods of analysis, formulas and other documents provided to the Supplier by BEWI for the purpose of manufacturing the Goods or perform the Services and any such documents drawn up by the Supplier shall remain the property of BEWI and may not be used for any other purpose, reproduced, or made available to third parties by the Supplier.
- 12.3. All rights, including Intellectual Property Rights, that arise due to the execution of the Services by the Supplier, its employees, consultants, subcontractors or other third parties involved by the Supplier for the performance of the Agreement, any Specification and/or the Purchase Order, shall vest in BEWI (this includes the right for BEWI to further develop or alter any results, material or Intellectual Property Rights and to transfer such rights to third parties). Supplier shall be obliged to provide to BEWI all assistance reasonably requested by BEWI and take all necessary measures to obtain or establish the abovementioned rights, including, without limitation, obtaining all necessary assignments and waivers of moral rights. To the extent any Intellectual Property Rights of the Supplier are included in the delivery, the services, or the accompanying documentation, BEWI shall obtain thereof the user rights free of charge by means of a non-exclusive, transferable, worldwide, perpetual license.
- 12.4. For the avoidance of doubt, no rights, title or ownership in BEWI's Intellectual Property Rights is granted, transferred or assigned to the Supplier hereunder and the Supplier shall under no circumstances, without the prior written approval of BEWI, use BEWI's Intellectual Property Rights.

13. Publicity

- 13.1. The Supplier shall not use BEWI's name or logo, or refer to business relations with BEWI in any information or publicity, advertising or similar activity without BEWI's prior written approval.

14. Confidentiality

- 14.1. Subject to clause 14.2 below, neither Party shall, without the prior written consent of the other Party, disclose to any third party any Confidential Information (in any form) relating to the other Party nor use any such information for any other purpose than the performance or enforcement of the Agreement and/or a Purchase Order.
- 14.2. Clause 14.1 shall not apply to Confidential Information which;
- 14.2.1. is or becomes public knowledge otherwise than by an unauthorised disclosure in breach of these General Terms and Conditions;
 - 14.2.2. is already known to the recipient at the date of disclosure;

- 14.2.3. is developed by the recipient entirely independently of any Confidential Information supplied as per the Agreement or hereunder;
 - 14.2.4. is disclosed to the recipient by a third party (otherwise than in a breach of any obligation owed by such third party to the owner, known to the recipient); and/or
 - 14.2.5. the recipient is required to disclose by law, by any court, or by any stock exchange or pursuant to any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure by the recipient.
- 14.3. The obligations of confidentiality set forth in this Section 14 shall continue in effect during the term of the Agreement and for a period of two (2) years following the expiration or termination thereof.

15. Data privacy

- 15.1. Each Party shall at all times comply with its respective obligations as applicable according to the Data Protection Act 2018 (the “**DPA**”). Thereto, the Parties agree to (i) provide sufficient information to relevant data subjects concerned by the data processing under the Agreement, (ii) process any personal data on an applicable legal ground, and (iii) take necessary and appropriate technical and organizational measures to protect the personal data as set out under the DPA.
- 15.2. If, and to the extent Supplier processes personal data on behalf of BEWI in the capacity as a data processor, the Parties shall in good faith discuss and enter into a separate data processing agreement, which shall fulfil the requirements set out under the DPA.

16. Force Majeure

- 16.1. Should a Party’s fulfilment of its obligations under the Agreement, these General Terms and Conditions and/or a Purchase Order be prevented or delayed by an unforeseeable and unavoidable event or circumstance beyond the reasonable control of such Party, including for example, war, riot, sabotage, accident, fire, strike, flood or other natural disaster, explosion, act of terrorism, act of piracy, requisition or other interference by any governmental authority, compliance with any statute, order or other rule or regulation having the force of law (a “**Force Majeure Event**”) such Party shall be considered temporarily relieved from performing any obligation affected by the Force Majeure Event for a reasonable period taking into account all relevant circumstances, and the Party shall be discharged from liability for any non-performance caused by the Force Majeure Event. The Party desiring to invoke a Force Majeure Event shall, without delay, (i) give notice to the other Party when it realizes that a Force Majeure Event has occurred stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration, (ii) use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under the Agreement and/or the Purchase Order, and (iii) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 16.2. The Parties shall use commercially reasonable efforts to prevent and reduce the effects of any non-performance of the obligations under the Agreement and/or a Purchase Order caused by a Force Majeure Event.

- 16.3. Should the Force Majeure Event prevent a Party from performing duly under the Agreement and/or a Purchase Order for more than one (1) month, the other Party shall have the right to terminate the Agreement and/or the relevant Purchase Order (in whole or in part) with no further remedies for the damages caused by the failure to perform due to the Force Majeure Event.

17. Governing law and dispute resolution

- 17.1. The Agreement and each Purchase Order shall be governed by and construed in accordance with the laws of England and Wales and the non-exclusive jurisdiction of the English courts.
- 17.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, these General Terms and Conditions and/or a Purchase Order, or the breach, termination, or invalidity thereof which cannot be resolved by mutual agreement between the Parties shall be finally settled by arbitration under the UNCITRAL Arbitration Rules, or such other recognised arbitration body in the relevant jurisdiction as BEWI may otherwise determine. The place of arbitration shall be England, and the language to be used in the arbitral proceedings shall be English. Where UNCITRAL Arbitration Rules are selected, the supporting authority shall be the London Court of International Arbitration. The Parties undertake to ensure that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential, unless otherwise required by applicable law, or under relevant stock market regulations, or for the purpose of securing the Party's own interests against the other Party in relation to a dispute. This undertaking shall cover, *inter alia*, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the arbitral tribunal.