

# Unicon AS' Standard Terms of Purchase

## 1. APPLICABILITY

1.1 The following standard terms of purchase (the "Standard Terms") apply to all purchases of equipment, products and/or services and repair services made by Unicon AS ("Unicon") with any third party (the "Supplier") unless any other written agreement has been entered into with Unicon. The Supplier's terms and conditions of sale and delivery will not be applicable to Unicon unless expressly accepted in writing by Unicon.

1.2 The complete contractual basis (the "Agreement") between the parties is set out in these Standard Terms, Unicon's Purchase Order regarding the specific purchase, including any annexes (the "Purchase Order") and the Supplier's offer if this is expressly stated in the Purchase Order.

1.3 Changes to the Purchase Order and offer are valid only if they have been agreed in writing between the parties in the form of a supplement to the Purchase Order.

## 2. SCOPE AND PERFORMANCE OF SERVICES

2.1 The Supplier shall provide all associated services etc. required for the delivery of the services in accordance with the requirements of the Purchase Order and its annexes.

2.2 The Supplier shall provide all necessary tools, materials, equipment etc., including personal protective equipment free of charge in connection with the delivery of the services.

2.3 Additional services, in addition to the services stated in the Purchase Order, must only be performed by prior written agreement with Unicon.

2.4 The Supplier is responsible in all respects for arranging the delivery of the services in such a way that the services are performed by taking all necessary health and safety measures and in accordance with all working environment requirements, cf. clause **Feil! Fant ikke referansekinden..**

2.5 Throughout the contract period, the Supplier is obliged to comply with Unicon's Supplier Code of Conduct. The Supplier Code of Conduct in force at any time can be found on Unicon's website ([https://www.unicon.no/media/cwugkmcu/etiske\\_retningslinjer\\_leverand%C3%B8rer\\_okt-2020\\_no.pdf](https://www.unicon.no/media/cwugkmcu/etiske_retningslinjer_leverand%C3%B8rer_okt-2020_no.pdf))

## 3. RELIABILITY OF DELIVERY AND NOTIFICATION OF COMPLETION

3.1 The Supplier shall provide the services covered by the Purchase Order in accordance with the time schedule set out in the Purchase Order.

3.2 As reliability of delivery is essential to Unicon to ensure a continuous cement production at Unicon, the Supplier warrants that the Supplier is able to deliver and complete a delivery of the services according to the agreed time schedule and within normal working hours at Unicon's plant.

3.3 Delivery is considered completed when the equipment or products have been delivered at the plant specified in the Purchase Order. However, in case of delivery of services or repair services, delivery is considered completed when the Supplier has reported that the delivery has been completed, and Unicon has inspected the Supplier's services and approved in writing that the services have been delivered in accordance with the Purchase Order.

3.4 If Unicon accepts the completion of a delivery regardless of any defects, any such defects must be reported on a list. Failure to record any defects on such a list will not result in the forfeiture of Unicon's claim for remedy of the defects. The Supplier shall remedy any such defects without undue delay. In case of equipment and products, the defects must be remedied by replacement.

3.5 If the defect has not been remedied within a reasonably agreed time, Unicon may demand that the defect be remedied by a third party at the Supplier's expense. In case of equipment and products, Unicon is entitled to purchase such from a third party at the Supplier's expense.

3.6 If the Supplier has not completed a delivery (including delivery of documentation) within the time of delivery as agreed between the parties, Unicon is entitled to enter into an agreement with any third party for the full or partial delivery of the service at the Supplier's expense.

3.7 If a delay in delivery is due to an act or omission by Unicon, change in the extent or nature of the delivery, a new time of delivery must be agreed on, or the time of delivery must be postponed to an extent deemed reasonable under the circumstances.

## 4. DEFECTS AND REMEDYING OF DEFECTS

4.1 A defect exists in the Supplier's delivery of the services if the services do not meet the requirements as set out in the Agreement or if the Supplier's services in general are not of a nature as Unicon may reasonably expect.

4.2 The Supplier shall remedy any defect without undue delay by carrying out repairs or replacement.

4.3 The remedying of defects, including the completion of repairs during the warranty period, will be carried out at Unicon, unless the parties find it more expedient that the defective delivery is remedied elsewhere. Any dispatch in connection with repairs or replacement will be at the Supplier's expense and risk.

4.4 If the Supplier does not perform its obligations with respect to the remedying of defects within a reasonable period of time, Unicon is entitled to set a new time limit for the completion of the remedial actions. In the event that the remedial actions have not been completed before the expiry of the new time limit, Unicon is entitled to have the necessary repairs or replacements carried out at the Supplier's expense.

4.5 Unicon is entitled to refuse any delivery which does not meet the requirements as set out in the Purchase Order. Expenses for purposes such as, but not limited to, administration, dismantling, remedy, repair, disposal etc., which are due to defective delivery of services, must be fully compensated for by the Supplier.

4.6 In addition to the above provisions, Unicon will have the remedies for breach as laid down in the general rules of Norwegian law applicable in the event of any defect.

## 5. DOCUMENTATION

5.1 If the supplier's provision of services involves the reconstruction or alteration of Unicon's facilities, Unicon will be entitled to request that the supplier prepares documentation which can form the basis of Unicon's facility/plant documentation.

5.2 The supplier shall free of charge provide any documentation, including certificates, drawings and other technical documents required for Unicon to make use of the equipment, products or services/operate and maintain its facility.

5.3 The above documentation must be available no later than at the time of delivery, cf. clause 3.3.

5.4 Any documentation, including drawings, other technical documents etc. which are submitted to Unicon under the Agreement will be considered the property of Unicon.

## 6. REGULATORY REQUIREMENTS AND AUTHORISATIONS

6.1 The Supplier undertakes to provide all required regulatory authorisations and permits for the Supplier's services prior to delivery. Unicon will not be responsible for the payment of the costs related thereto.

6.2 The Supplier warrants that the Supplier will meet any public regulatory requirements (including EU regulations) applicable to the services, including compliance with all requirements relating to safety, environment and working environment. The Supplier shall make any documentation in this respect available immediately on Unicon's request.

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## 7. QUALITY ASSURANCE AND AUDIT

7.1 Unicon is committed to optimising Unicon's concrete products in relation to the production of concrete, and Unicon is certified to NS/EN 206+NA og NS/EN ISO 14001:2015.

7.2 The Supplier shall have a quality assurance system which ensures that the services meet the quality requirements as set out in the Purchase Order and must at all times comply with the requirements of Unicon's Supplier Code of Conduct. Furthermore, Unicon emphasises the importance of the Supplier acting in a socially and environmentally responsible manner in connection with the performance of the Agreement.

7.3 Unicon may, at the Supplier's premises, conduct an audit of the relevant quality, environmental and working environment-related conditions which are connected with the Supplier's services to Unicon. The Supplier undertakes to provide the assistance necessary to complete such audit to a reasonable extent and without special compensation.

7.4 The audit will not entail any limitation of the liability of the Supplier in connection with the Supplier's performance of this Agreement.

7.5 The audit must be organised in such a way that any inconvenience to the Supplier is minimised as much as possible.

## 8. HEALTH AND SAFETY

8.1 The Supplier is aware of Unicon's strict requirements regarding health, safety and the environment (HSE), and the Supplier shall at all times comply with applicable instructions and HSE regulations. The parties undertake to work to achieve continuous improvements in working conditions, health, environment and safety.

8.2 The Supplier confirms that the Supplier has all relevant public permits to conduct its business, including the necessary approvals of special vehicles, as well as other equipment, and that the Supplier complies with all statutory requirements.

8.3 The Supplier shall, for all employees, always fulfil the applicable requirements with regards to working conditions, working time regulations and remuneration stipulated in applicable statutory requirements.

8.4 The Supplier must at the request of Unicon document that applicable statutory requirements have been complied with. The supplier shall at its own cost make available the documentation and procedures necessary to carry out an audit. The supplier must be notified in advance of a possible revision by Unicon.

8.5 Unicon shall at all times have the right to carry out inspections to ensure that the provisions of the Agreement are complied with.

8.6 If Unicon observes that one of the Supplier's employees or sub-suppliers does not comply with traffic, safety or working environment-regulations, this may result in a registered safety reprimand for the Supplier. Unicon reserves the right to demand a penalty of NOK 13,500 from the Supplier per registered safety reprimand.

8.7 In the event the Supplier's employees or sub-suppliers repeatedly fail to comply with the rules on traffic, safety and health or in the event of a severe non-compliance of said rules, Unicon reserves the right to suspend the work of the Supplier.

8.8 Unicon reserves the right to send home any of the Supplier's employees or sub-suppliers who has received a registered safety reprimand. In severe cases, an infringement which does not result in a safety remark may also result in a suspension or sending home of the relevant employee or sub-suppliers from the factory area.

8.9 Any suspension or sending home of the Supplier's employees and sub-suppliers and any suspension of the work shall not relieve the Supplier of its obligations under the Agreement or a Purchase Order.

## 9. TV SURVEILLANCE OF THE PLANT

9.1 As part of the security measures, Unicon collects personal data at the plant by way of TV surveillance.

9.2 To comply with the Norwegian personopplysningsloven (Personal Data Act), the Supplier shall inform its employees and any sub-suppliers having access to Unicon's plant that TV surveillance is conducted as part of security measures at the plant.

## 10. THE SUPPLIER'S EMPLOYEES

10.1 The Supplier warrants that the Supplier's employees have the required authorisations, approvals and/or appointments to perform the tasks related to the provision of the services.

10.2 Any replacement of an employee must not result in any additional costs to Unicon.

## 11. USE OF SUB-SUPPLIERS

11.1 The Supplier is only entitled to use sub-suppliers upon the prior written consent of Unicon of such sub-suppliers.

11.2 The Supplier shall be fully liable and incur the same liability for the sub-supplier's services under this Agreement as for the Supplier's own employees.

## 12. PRICES

12.1 The agreed price for the services is specified in the Purchase Order.

12.2 The price is exclusive of VAT. No other taxes, duties, etc. - directly or indirectly - of any kind will be accepted as an addition to the price specified in the Purchase Order.

12.3 If the Supplier has submitted a price estimate or a rough calculation for delivery of the equipment, products, or services to Unicon and if the Supplier in connection with delivery foresees that the price estimate will be exceeded, the Supplier is required to inform Unicon in writing in due time before the estimate is exceeded and to inform about the reason for the exceeding. The Supplier cannot demand a fee higher than the estimate if the exceeding is due to circumstances that the Supplier ought to have foreseen to take place when submitting the estimate or calculation.

12.4 If Unicon does not receive information in writing about the changes to the price estimate/calculation in due time, the Supplier cannot require payment of the amount with which the price estimate/calculation has been exceeded.

## 13. TERMS OF PAYMENT

13.1 Invoicing can be made when the provision of the services has been completed and approved by Unicon. Invoices must be sent electronically to [kreditor@unicon.no](mailto:kreditor@unicon.no) and must contain information on services and Purchase Order Number. Unicon is entitled to reject any invoices that do not contain such information.

13.2 Terms of payment are invoice month plus 65 calendar days from receipt of a satisfactory invoice, unless the parties have specifically agreed otherwise in the Purchase Order.

13.3 If Unicon fails to perform its payment obligations under this Agreement, the Supplier is entitled to receive interest pursuant to the Norwegian forsinkelsesrenteloven (Interest on Overdue Payments Act).

## 14. WARRANTY

14.1 The Supplier warrants that the Supplier's services, including documentation, will be provided in accordance with the requirements as set out in the Agreement.

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- 14.2 The Supplier warrants that the Supplier's services will be performed in accordance with good practice within the scope of the Agreement.
- 14.3 The Supplier warrants that the fulfilment of the contractual requirements for qualified employees and maintaining employee resources in order for the Supplier to meet Unicon's service needs. Furthermore, the Supplier warrants that a number of fully adequate employees will be on standby to complete/perform the services within the agreed deadlines.
- 14.4 The warranty period corresponds to the period stipulated in the Purchase Order. If the equipment cannot be used during the warranty period due to defects, including time spent on repair, the warranty period will be proportionately extended by the same period of time during which the equipment could not be used.
- 14.5 In case of failure of a warranty, the Supplier shall immediately arrange for the necessary remedying at its own expense.
15. **THE SUPPLIER'S DUTY OF NOTIFICATION**
- 15.1 The Supplier shall give a written notification which must be substantiated vis-à-vis Unicon immediately when the Supplier ought to foresee that there is a risk that the provision of a service may be delayed or that this Agreement in general cannot be properly performed.
- 15.2 At the same time, the Supplier's notification must state the reason for the delay or the non-performance of this Agreement, and the notification must state the expected time of delivery to the extent possible.
- 15.3 If the Supplier fails to give the above-mentioned notification to Unicon, the Supplier shall compensate Unicon for the additional expenses related to the failure to give notice.
16. **TERMINATION FOR BREACH**
- 16.1 Unicon is entitled to terminate the Agreement in the event of any material breach. Unicon is entitled to terminate only part of this Agreement, or one or more orders. Further, Unicon is entitled to terminate the Agreement with respect to any future deliveries.
- 16.2 A material breach is deemed to exist in the following situations:
- In case of the Supplier's bankruptcy, unless the bankruptcy estate on the basis of a written request from Unicon not without undue delay declares that the estate will become a party to this Agreement.
  - In case of the solvent reconstruction of the Supplier, opening of composition negotiations or a significant deterioration of the Supplier's financial position endangering the proper performance of this Agreement.
  - In case of the Supplier's discontinuance of the business, which this Agreement is relating to, or the occurrence of any other event which is seriously endangering the proper performance of this Agreement.
  - If the Supplier fails to comply with Unicon's Supplier Code of Conduct, cf. Clause 2.5.
  - The Supplier, including its employees or sub-suppliers, receives more than 5 safety reprimands over a period of 12 months, cf. Clause 8. However, in the event of a severe breach, Unicon may terminate the Agreement immediately. Reporting of a work accident to the Norwegian Working Environment Authority is always considered a severe breach.
- 16.3 In addition to the above situations, Unicon is entitled to terminate the Agreement if the Supplier has not made delivery within the time agreed upon by the parties.
17. **DAMAGES**
- 17.1 The Parties will be liable to pay damages pursuant to the general rules of Norwegian law.
- 17.2 During the term of the Agreement, the Supplier shall maintain standard insurances for the coverage of claims under this Agreement. On Unicon's request, the Supplier shall provide evidence that this requirement has been met.
- 17.3 The Supplier's product liability must be in compliance with the general rules of Norwegian law. Further, the Supplier undertakes to take out usual and adequate product liability insurance and to make the required documentation of such insurance available to Unicon. Such product liability insurance must be kept in force during the entire term of the guarantee. Any legal proceedings caused by claims regarding product liability can be instigated against the Supplier by Unicon in the same jurisdiction where any third party's litigation relating to product liability is conducted against Unicon.
- 17.4 Payment of delivery of the services will not imply Unicon's waiver of raising claims on the basis of errors and defects against the supplier.
18. **FORCE MAJEURE**
- 18.1 A party will not be liable in whole or in part for any breach of the Agreement in the event of a circumstance arising from proven force majeure, including but not limited to, any labour disputes (which do not involve the Supplier's employees), fire, war, mobilisation, upheaval and unrest, foreign exchange restrictions, import and export bans, outbreaks of diseases in the form of epidemics/pandemics resulting in lockdown of a considerable part of society, or any other events beyond the control of the parties which could not reasonably have been prevented, avoided or limited.
- 18.2 In the event of force majeure, the party wishing to be exempted from liability shall notify the other party in writing of the fact and its significance without delay.
19. **THIRD-PARTY RIGHTS**
- 19.1 The Supplier warrants that the delivered services do not infringe any intellectual property rights.
- 19.2 The Supplier shall indemnify Unicon against any claims brought forward by any third party alleging the infringement of patents, licences, trademarks, designs, copyright, etc., and for all costs incurred by Unicon arising out of or in connection therewith.
20. **ASSIGNMENT**
- 20.1 Neither party is entitled to assign this Agreement or their rights or parts thereof or any obligations hereunder to any third party without the prior written consent of the other party.
21. **OWNERSHIP**
- 21.1 All products, samples, documents, and information provided by Unicon to the Supplier will remain the property of Unicon and Unicon may at any given time request the return thereof.
22. **CONFIDENTIALITY**
- 22.1 The Supplier and its employees shall observe absolute confidentiality with regard to any matter brought to their knowledge in connection with this Agreement.
- 22.2 This duty of confidentiality will continue to apply after the termination of this Agreement irrespective of the reason for such termination.
- 22.3 The Supplier may include Unicon on its reference list, but the Supplier shall not otherwise be entitled to use Unicon's name for marketing purposes unless such use has been approved by Unicon in writing.

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### 23. **APPLICABLE LAW AND VENUE FOR DISPUTES**

23.1 Any dispute arising out of or in connection with this Agreement will be governed by and settled in accordance with Norwegian law except for the Norwegian private international law if this would lead to the application of a country's law other than Norwegian law.

23.2 Any disputes stemming from this agreement must be brought before the Norwegian courts of law with place of jurisdiction in Oslo.

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