

This Purchase Order (PO) is issued under the following terms and conditions:

**Fixed Price Terms**

The prices listed in this Purchase Order are firm and fixed. The Supplier agrees that the prices for the goods and/or services specified in this PO shall not be subject to adjustment due to fluctuations in currency exchange rates, changes in raw material costs, transportation costs, or any other external economic factors.

**Currency of Payment**

All prices are denominated in mentioned currency, and payments will be made in the same currency. The Supplier assumes all risks related to fluctuations in currency exchange rates.

**No Price Adjustments**

No price changes, adjustments, or revisions to the Purchase Order will be allowed after the issuance of the PO unless there is a written agreement between both parties due to a change in scope or extraordinary circumstances, which must be approved in writing.

**Cost Contingency**

The Supplier acknowledges that any potential increases in costs related to materials, logistics, or any other factors should be accounted for in the initial pricing provided.

**Validity of Agreement**

These fixed pricing terms are valid for the entire duration of this PO or until the delivery of all goods/services as per the PO specifications.

**Acceptance of Terms**

By accepting this PO, the Supplier confirms its acceptance of these fixed price terms and agrees to deliver the goods/services as outlined without any subsequent claims for price adjustments.

**Warranty Period**

The Supplier warrants that the goods/services provided under this Purchase Order shall be free from defects in materials, workmanship design, and other defects for a period of 24 months or according to agreement from the date of delivery or installation, whichever is later.

**Warranty Terms**

During the warranty period, the Supplier agrees to promptly repair or replace, at no additional cost to the Buyer, any defective goods or services arising from faulty materials, workmanship, or design. This includes any associated costs such as shipping, labor, and parts.

**Warranty Claims**

In the event of a warranty claim, the Buyer will notify the Supplier in writing with details of the defect. The Supplier shall respond within 14 business days and take corrective action within a reasonable time frame as agreed upon by both parties.

**Extended Warranty**

Any extended warranty options or services beyond the stated warranty period must be mutually agreed upon in writing.

**Acceptance of Terms**

By accepting this PO, the Supplier confirms its acceptance of both the fixed price and warranty coverage terms outlined above and agrees to fulfill all obligations without any subsequent claims for price adjustments or additional charges during the warranty period.

## **Exceptions**

Any exceptions to the mentioned term and conditions need to be accepted and approved by PTG AS procurement responsible person. Also, if there is a written agreement between the parties these are the terms and conditions that are valid.

## **Compliance with Laws, Sanctions, Anti-Bribery, and Anti-Money Laundering Regulations**

While fulfilling its responsibilities under this Framework Agreement and any related contracts, the Supplier agrees to:

- (a) adhere to all relevant laws, regulations, codes, and sanctions, including those related to anti-bribery, anti-corruption, and anti-money laundering;
- (b) comply with any sanctions or export controls issued by authorities applicable to the Parties, such as the European Union, its Member States, the United Nations, the United Kingdom, the United States, and Norway (each referred to as a "Sanctions Authority");
- (c) follow the anti-bribery, anti-corruption, and anti-money laundering policies established by PTG AS, including any updates to such policies;
- (d) immediately notify PTG AS of any improper financial or other advantage solicited or offered to the Supplier during the execution of this Framework Agreement; and
- (e) ensure that all individuals associated with the Supplier, or involved in the sale of Products under this Framework Agreement, fully comply with this clause.

The Supplier affirms that it is not listed on any sanctions or export control lists issued by any Sanctions Authority, nor is it owned, controlled, or acting on behalf of any person or entity included on such lists.

PTG AS may request evidence from the Supplier at any time to verify compliance with this clause. The Supplier shall provide all necessary documentation to demonstrate adherence to these requirements upon request.

Failure by the Supplier to comply with this clause, or any change in the representations provided herein, grants PTG AS the right to terminate this Framework Agreement and any associated contracts immediately.

## **Human Rights and Working Conditions**

In carrying out its obligations under this Framework Agreement and any related contracts, the Supplier commits to:

- (a) comply with all applicable laws, statutes, and regulations concerning fundamental human rights and decent working conditions. "Fundamental Human Rights" refers to internationally recognized human rights, including economic and social rights, while "Decent Working Conditions" refers to ensuring workplace health, safety, and environmental protections alongside a living wage;
- (b) uphold fundamental human rights and decent working conditions as outlined in the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights by: i. identifying, preventing, and mitigating any adverse impacts on human rights and working conditions arising from its operations or its relationships with subcontractors, suppliers, or other third parties, including issues like forced labor, child labor, and discrimination; and ii. addressing, resolving, or mitigating any actual harm caused or contributed to by its activities as quickly as possible, leveraging influence to address impacts directly linked to its operations;
- (c) include provisions in agreements with subcontractors and suppliers ensuring they meet the same human rights and working condition standards outlined in this clause; and

(d) ensure that all individuals associated with the Seller or providing services related to this Framework Agreement adhere to these requirements.

PTG AS may request proof of compliance with these obligations at any time. The Seller must provide the requested documentation, including information about its business, suppliers, subcontractors, and producers, to support the Buyer's supply chain due diligence.

Non-compliance with this clause grants PTG AS the right to terminate this Framework Agreement and any related contracts immediately.

### **Confidentiality**

All information exchanged between the Parties under this Framework Agreement shall remain confidential. Such information must not be disclosed to third parties or used for any purpose other than that for which it was shared, unless:

- (a) the information was lawfully known to the receiving Party before disclosure;
- (b) it becomes publicly available without any breach by the receiving Party;
- (c) it is obtained from a third party without any confidentiality obligation; or
- (d) disclosure is required by law, regulation, or a court order.

Either Party may disclose confidential information to third parties as necessary for performing obligations or overseeing the Products, provided that such third parties agree in writing to confidentiality terms consistent with those in this clause.

The Supplier acknowledges that PTG AS may share any received information with affiliated companies and customers as needed. Furthermore, PTG AS may disclose such information to comply with legal obligations applicable to publicly listed entities.