

FIRENOR

GENERAL CONDITIONS OF SALE OF GOODS AND/OR SERVICES

Effective from 01-SEPT-2026

1 ABOUT

- 1.1 These GTCs apply to and form part of the Contract between Firenor and the Buyer. They supersede any previously issued terms and conditions of sale or purchase, and any other agreement between the parties within the scope of a Contract.
- 1.2 Any Quotation issued by Firenor shall constitute an invitation to treat only, and shall not constitute a binding offer unless expressly stated to be so.
- 1.3 Any Order from Buyer that references or otherwise incorporates these GTCs, or that is issued in response to a Quotation referencing these GTCs, will be deemed subject to these GTCs.
- 1.4 The formation of a Contract shall be subject to and conditional on Clause 3 below.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In these GTCs, the following terms have the following meaning:

Buyer means the party purchasing the Deliverables, as specified in the Contract.

Buyer Specifications means any drawings, specifications, designs, calculations, models, samples, data, materials, instructions or other information supplied by or on behalf of Buyer to Firenor in connection with the Deliverables.

Confidential Information means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by Firenor in performing its obligations under or pursuant to a Contract.

Contract means a written agreement based on an Order accepted by Firenor, comprising the Order, the Quotation, Firenor's order acknowledgement, these GTCs, any schedules, attachments, annexures, referenced documents and similar documents, and any variations or additions to the Contract, always subject to Clause 3 below.

Data Protection Law means any applicable law relating to the processing of Personal Data, including the GDPR (Regulation (EU) 2016/679), and any laws which implement or supplement the GDPR.

Deliverable means any Goods, Parts, Services, Rental Goods, Work or Documents that Firenor is required to provide under the Contract.

Delivery Date means the agreed date(s) of Delivery of Goods, or performance of Services, as stated in the Contract.

Delivery means when the Goods are made available to Buyer in accordance with the agreed Incoterm, or the Services are performed and confirmed by Firenor in accordance with Clause 10 and/or 11.

Document means any drawing, documentation, calculation, certificate, manual, datasheet and all other technical, commercial or other documentation supplied by Firenor under the Contract.

End-Client means the ultimate user or operator of the Deliverables, where Buyer is not itself the end user.

Firenor means Firenor AS, with organisation number 995 856 522 in the Norwegian register of business enterprises, Holskogveien 48, 4624 Kristiansand, Norway, or an affiliate of Firenor that acts as seller in the relevant Order.

Firenor Personnel Data has the meaning set out in Clause 18.3.1.

Force Majeure means an occurrence beyond the reasonable control of the party affected, that prevents fulfilment of the Contract, provided that such occurrence could not reasonably have been foreseen at the time of entering into the Contract, and could not reasonably have been avoided or overcome after becoming aware of it.

Goods means any physical item supplied by Firenor as part of the Deliverables, including equipment, parts and any therein embedded software.

GTCs means these General Terms and Conditions of Sale of Goods and/or Services.

Intellectual Property Rights means any patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, know-how, and invention disclosures, applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights, and all other intellectual property rights and similar forms of worldwide protection.

Non-Standard Deliverables means Deliverables that are manufactured, configured, modified or performed in whole or in part to Buyer Specifications, or otherwise to a Buyer-specified scope that deviates from Firenor's standard catalogue products and standard service offerings.

Payment Security means any form of security or payment instrument used to secure payment to Firenor under a Contract, including any letter of credit, bank guarantee, parent company guarantee, performance bond, advance payment or other instrument aimed at securing payment.

Personal Data has the meaning given in the applicable Data Protection Law.

Purchase Order means Buyer's purchase order to Firenor for Deliverables, which references or otherwise incorporates these GTCs (or is issued in response to a Quotation referencing these GTCs), and any variations thereto that are agreed pursuant to these GTCs.

Quotation means a written offer or quotation issued by Firenor to Buyer for the supply of Deliverables.

Rental means the arrangement for rental of Goods from Firenor to Buyer under a Contract, including the special terms for Rentals set out in Clause 9.

Rental Goods means the Goods made available by Firenor to Buyer under a Rental, including any accessories, replacements and substitutions.

	Rental Period means the period during which Rental Goods are rented to Buyer, commencing on Delivery and ending upon return to and acceptance by Firenor in accordance with the Contract.	3.2.3	Buyer's Purchase Order is incorporated in the Contract only to the extent of specifying the nature, description and quantity of the Deliverables and then only to the extent consistent with the Quotation or Firenor's acknowledgement of the Purchase Order.
	SAT means Site Acceptance Test, as further set out in Clause 11.2.	3.2.4	Firenor reserves the right to refuse any Purchase Order at its sole discretion, including where there is a genuine doubt as to Buyer's financial position, where the Deliverables are subject to export control restrictions, or where the Purchase Order cannot be fulfilled from available stocks.
	Service means any activity or function, other than the supply of Goods, that is part of the Deliverables, including aftersales, commissioning, installation, supervision, maintenance, overhaul, repair and training.	3.2.5	All Contracts are subject to the following reservations, in addition to any other reservations arising out of these GTCs as applicable:
	Site means any location outside Firenor's or its subcontractor's facilities where Work is to be performed under a Contract.	(a)	Prices quoted by Firenor are based on the scope, quantity, and specifications known to or anticipated by Firenor at the time of the quotation, and may be adjusted if these parameters are modified, or if there are changes in raw material costs, exchange rates, transport tariffs, or other factors beyond Firenor's reasonable control between the date of the Quotation and the date of Purchase Order acceptance.
	Tax means all compulsory taxes, duties, levies, fees or other charges imposed by any governmental authority in relation to any Deliverables.	(b)	Technical documentation, brochures, descriptions, illustrations, drawings, weight data and performance data, and the like, are approximate indications only, and shall not be binding on Firenor unless expressly confirmed by Firenor in writing to be binding. Such documentation may not be used by Buyer or any third party for the construction or manufacture of the Goods or any part thereof unless expressly accepted by Firenor in writing.
	Warranty Period means the period during which Firenor's warranty for a Deliverable applies under the Contract, as set out in Clause 12.	(c)	Firenor's obligations under a Contract are owed solely to Buyer. Firenor shall have no obligation, liability or responsibility of any kind towards any End-Client or other third party in connection with the Deliverables or the Contract, unless and to the extent expressly specified in the Contract.
	Work means any manual labour, task, or activity to be performed by Firenor as part of a Service or in the production or delivery of Goods, excluding activities that are part of Firenor's ordinary manufacturing processes for standard Goods or routine provision of non-manual Services.	(d)	Any obvious clerical, typographical, transcription, calculation, pricing, currency, unit-of-measure or similar error or omission in any Quotation, Purchase Order acknowledgement, invoice, Document or other communication issued by Firenor shall not be binding on Firenor. Buyer shall not be entitled to rely on any such manifest error, and shall promptly draw it to Firenor's attention upon becoming aware of it. Firenor shall be entitled to correct any such error or omission by written notice to Buyer, and the Contract shall be read and performed as so corrected.
2.2	In the event of any conflict between the provisions of the various documents in a Contract, priority shall be given in the following order:		
(a)	the acknowledgement issued by Firenor and any other particular terms and conditions agreed between the parties in writing, subject to Clause 3;		
(b)	these GTCs;		
(c)	the Quotation issued by Firenor;		
(d)	the Purchase Order issued by Buyer.		
3	CONTRACTING PROVISIONS		
3.1	Quotations	3.3	Cancellation
3.1.1	Unless otherwise stated, Quotations are valid for acceptance within thirty (30) days from the date of issue and are subject to confirmation by Firenor at the time of such acceptance.	3.3.1	No cancellation of a Purchase Order shall be effective unless made in writing and accepted by Firenor. Firenor reserves the right to refuse any cancellation, in particular where processing of the Purchase Order has commenced, in case of Non-Standard Deliverables, or where materials have been procured.
3.1.2	Quotations are invitations to treat only and shall not constitute a binding offer unless expressly stated to be so. Firenor may withdraw or amend any Quotation at any time prior to Contract.	3.3.2	If a cancellation is accepted, Buyer shall pay Firenor as estimated actual damages the greater of (i) Firenor's actual costs incurred prior to cancellation plus a 20 % profit margin, or 100% of the sales price of any Non-Standard Deliverables.
3.2	Contract formation	3.3.3	For Rentals, the minimum rental charges stated in the Quotation will apply as cancellation charge.
3.2.1	A Contract is formed only when Firenor issues a written acceptance of a Purchase Order, signed (or transmitted electronically) by a duly authorised representative of Firenor, or when Firenor commences delivery or performance of the Deliverables in response to the Purchase Order. Verbal agreements, undertakings or representations relating to the Deliverables are valid only when confirmed in writing by an authorised representative of Firenor.	3.3.4	All Firenor Documents shall be returned to Firenor upon cancellation.
3.2.2	Buyer's submission of a Purchase Order shall constitute an acceptance of these GTCs notwithstanding any inconsistent language in Buyer's Purchase Order, purchase conditions, confirmation of order, specification, or any other similar document. No additional or substitute terms or conditions endorsed on, delivered with, or contained in any such documents shall form part of a Contract unless expressly accepted in writing by Firenor.	3.3.5	Returns following shipment are governed by Clause 8.6 (Return of Goods) below.
		3.4	Variations
		3.4.1	Variations to a Contract, including changes in scope, quantity, quality or delivery, shall only be binding if expressly agreed in writing by Firenor or otherwise permitted under the Contract.

3.4.2	Any requirement for Deliverables falling outside the scope of the Contract shall be treated as a variation, and charged separately in accordance with the applicable rates and the terms of the Contract.	(a)	Buyer shall be solely responsible for, and warrants to Firenor, the accuracy, completeness, sufficiency, fitness for purpose, freedom from defect and freedom from third-party Intellectual Property Right infringement of all Buyer Specifications;
3.4.3	Firenor shall notify Buyer of the anticipated scope and cost impact of the variation, and shall not be obliged to commence the variation until Buyer has approved the variation in writing. Firenor may nevertheless elect, at its sole discretion, to proceed with a variation and seek recovery from Buyer where a variation is (i) disputed or (ii) required to preserve the safety or integrity of the Deliverables, or compliance with applicable law.	(b)	Firenor shall be entitled to rely on Buyer Specifications and shall be under no obligation to review, check, validate or test any Buyer Specifications, even where Firenor performs design, engineering or technical input of its own based on explicitly provided Buyer Specifications;
4	FIRENOR'S GENERAL RESPONSIBILITIES	(c)	Firenor shall have no liability for any defect, non-conformity, malfunction, delay, additional cost, loss or damage to the extent caused by, arising from or attributable to any Buyer Specifications, including documentation not provided upon Purchase Order recognition or not directly referred specifications.
4.1	Firenor shall supply the Deliverables in accordance with the terms of the Contract.	(d)	Buyer shall indemnify, defend and hold harmless Firenor from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any Buyer Specifications;
4.2	Firenor shall, unless otherwise specified, perform any Services with the degree of care and skill normally exercised by professional firms performing work of a similar nature.	(e)	any review, comment, approval, sign-off, no-objection or similar action by Firenor in respect of Buyer Specifications shall not relieve Buyer of, or transfer to Firenor any part of, the responsibility allocated to Buyer under this Clause 5; and
4.3	Firenor shall comply with applicable laws and shall maintain such licences, authorisations, approvals and permits as are required to perform its obligations under the Contract.	(f)	Firenor shall be entitled, at its option, to adjust the Contract price and Delivery Date in accordance with Clause 6, or to suspend or terminate the affected scope of supply, where Buyer Specifications prove to be inaccurate, incomplete, unsuitable or otherwise inadequate.
4.4	Firenor shall operate a quality system in accordance with the ISO 9001 series of standards, or a system of equivalent standard, for quality assurance and the protection of health, safety and the environment.		
4.5	Firenor reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.	5.3	Firenor shall be entitled to rely on instructions, approvals and communications given by any person reasonably appearing to act on Buyer's behalf as duly authorised, without the need for independent verification.
5	BUYER'S GENERAL RESPONSIBILITIES	6	PRICES
5.1	Without prejudice to Buyer's specific obligations elsewhere in the Contract, Buyer shall:	6.1	Validity and basis
(a)	ensure that all information, data and materials provided to Firenor are accurate, complete and not misleading in any material respect;	6.1.1	Prices for the Deliverables shall be as stated in the Contract. Firenor's standard rates shall apply if no prices are specified or otherwise agreed.
(b)	promptly review any Quotation, Order acknowledgement or other communication issued by Firenor, and notify Firenor in writing of any discrepancy with Buyer's Specifications;	6.1.2	Prices for Goods are EXW Firenor's facilities in Kristiansand, Norway (Incoterms 2020), and are exclusive of VAT and any other taxes, duties, consular fees, fees for legalising invoices, certificates of origin, shipping fees or other charges required by applicable laws, all of which shall be for Buyer's account. Charges will be added for factory preparation and packaging for shipment. Non-standard certification or documentation, and any special packing (including crates or custom-built packaging), may incur additional charges not included in the quoted price.
(c)	provide to Firenor, in good time and as required, all information, documentation, instructions, decisions and approvals reasonably necessary to enable Firenor to perform its obligations under the Contract;	6.1.3	All prices are prepared on the assumption that any provided Buyer Specifications are complete and correct, and that all existing equipment, systems and interfaces with which the Deliverables are to interact are in satisfactory condition and fit for purpose.
(d)	promptly notify Firenor in writing of any matter that comes to Buyer's attention and that is reasonably likely to have a material effect on Firenor's performance of the Contract or on the Deliverables; and	6.1.4	Any price, sum or amount stated as a "budget", "estimate", "indicative", "target" or "not-to-exceed" figure is for guidance only and shall not constitute a fixed price or cap on Firenor's entitlement under the Contract.
(e)	obtain and maintain, at its own cost, any licences, permits, authorisations, consents and approvals required for Buyer in connection with the Contract, including any permits required for the performance of the Contract at or in relation to the Site, and provide copies of such permits and consents to Firenor upon request;	6.1.5	Unit prices do not include any Buyer-specific customisations. For any additional work including but not limited to the cutting of plastic or metal pipes, an additional fee will be added in accordance with Firenor's prevailing rate.
(f)	where performance of the Contract requires access to Buyer's premises, Site, systems or personnel, grant Firenor and its personnel reasonable access at the times agreed or, where no times are agreed, on reasonable prior notice; and		
(g)	otherwise cooperate with Firenor in good faith to the extent reasonably necessary to enable Firenor to perform the Contract.		
5.2	Where any Deliverables are Non-Standard Deliverables, or are otherwise manufactured, configured, modified or performed in reliance on any Buyer Specifications:		

6.2	Time and materials		accrue and be settled in accordance with Clause 23, without affecting Firenor's right to payment of undisputed amounts.
6.2.1	Unless otherwise expressly stated in the Contract, all Work and Services shall be performed and charged on a time and materials basis at Firenor's prevailing rates from time to time (including, where applicable, Firenor's official ATS rates), plus all materials, parts, consumables and third-party costs plus Firenor's standard handling mark-up.	7	PAYMENT AND INVOICING
6.2.2	The following premium rates apply (cumulatively where more than one applies):	7.1	Payment terms
(a)	work in excess of twelve (12) hours per day, and any night-shift hours (7 pm – 7 am), are charged at 50% above the applicable rate;	7.1.1	Firenor shall issue invoices in accordance with the following triggers:
(b)	work on national public holidays is charged at 100% above the applicable rate. For this purpose, national public holidays are determined by reference to the public holiday calendar of the country in which the relevant service personnel are based, irrespective of the country in which the Work or Services are performed; and	(a)	Goods will be invoiced upon or after Delivery. Where partial shipments are made, the Goods will be invoiced as ready for dispatch and each invoice shall be treated as a separate account, payable in accordance with the agreed terms.
(c)	work/standby offshore after two (2) weeks (168 hours) of continuous offshore deployment are charged at 100% above the applicable rate.	(b)	Where Services are performed for a fixed lump sum, Firenor will invoice upon completion of the relevant Services or, where the Contract provides for performance or payment in instalments, upon completion of each instalment.
6.2.3	All travel, transport, accommodation, subsistence, diet and other out-of-pocket expenses shall be charged at documented cost plus fifteen per cent (15%). Time used for travel, standby time and Work shall be reimbursable at the applicable rates.	(c)	Where Services are performed on a time and materials basis, Firenor will invoice monthly in arrears, or upon completion of the relevant scope if the total duration is less than one (1) month. Firenor may also invoice for mobilisation costs, advance material procurement and other pre-performance expenditure at the time such costs are incurred.
6.3	Price and time adjustment	(d)	Rental fees will be invoiced monthly in advance (or at such other intervals as stated in the Contract), accruing from the date of shipment of the Rental Goods from Firenor's facility until return in accordance with the Contract. Any additional charges arising during the Rental Period (including repair costs, holding fees and loss/replacement charges) shall be invoiced as and when they arise.
6.3.1	Firenor reserves the right to increase the quoted price, and/or to extend any Delivery Date, by an amount reasonably reflecting any increase in cost, time or scope arising from:	7.1.2	Unless alternative payment terms are specified in the Contract all charges billed by Firenor, including applicable packing and transportation costs, are payable within thirty (30) days from the date of invoice.
(a)	any variation requested by Buyer to the specification on which the Quotation or Contract was based;	7.1.3	Payment is deemed effective only when full payment in the agreed currency has been credited to the bank account designated by Firenor and is freely available to Firenor.
(b)	any extra cost or delay incurred by Firenor during manufacture, installation or performance due to interruptions, delays, errors, omissions, defective or missing Buyer-supplied information, materials or facilities, or other matters for which Firenor is not responsible;	7.1.4	Buyer shall not be entitled to set-off, withhold or reduce payments on account of complaints, claims or counterclaims not accepted by Firenor in writing. Payment shall also be made if parts are missing which do not prevent the Goods from being used.
(c)	any increase imposed by act of any government or authority that directly affects Firenor's cost of performing its obligations under the Contract;	7.2	Payment Security and credit terms
(d)	any unforeseen circumstance, condition or event that was not, and could not reasonably have been, known to or anticipated by Firenor at the time of Contract, including (without limitation) adverse changes in the price or availability of raw materials, components, energy, fuel or commodities; logistics, freight, customs or supply-chain disruptions; changes in applicable law, taxes, duties, tariffs or regulatory requirements; sanctions or export-control measures; currency fluctuations; differing Site conditions; and changes in security, safety or travel risk profile at any relevant location;	7.2.1	Where the Contract requires Buyer to provide Payment Security, the form, issuer, amount, wording and timing of such Payment Security shall be subject to Firenor's prior written approval.
(e)	any latent or unforeseen technical condition encountered in performing Services on or with respect to Buyer's or End-Client's equipment, facilities or installations, including hidden defects, prior unauthorised modifications, contamination, missing or incorrect maintenance, or non-conformity with documentation supplied by or on behalf of Buyer; and	7.2.2	Unless otherwise agreed, any Payment Security shall be irrevocable, payable on demand, issued or confirmed by a Norwegian bank or other institution acceptable to Firenor, and received and approved by Firenor before the time of delivery as specified in the Contract or in the Quotation. All issuance, confirmation and amendment charges shall be for Buyer's account. A list of required documents shall be sent to Firenor for approval prior to the application for the Payment Security being submitted to Buyer's bank or other issuer.
(f)	any additional Work, materials, parts or Services reasonably required as a consequence of any of the foregoing.	7.2.3	Firenor reserves the right to modify or withdraw credit terms and any Deliverables at any time, without prior notice, where there is a genuine doubt as to Buyer's financial position or where Buyer is in default of any payment obligation.
6.3.2	Firenor shall notify Buyer of any such adjustment as soon as reasonably practicable. If Buyer disputes the adjustment, Firenor may nonetheless continue performance and the disputed amount shall	7.3	Payment default
		7.3.1	If Buyer fails to pay any sum on the due date, Firenor shall, without prejudice to any other right or remedy be entitled to interest on

	overdue amounts at a rate of 1.5% per month, accruing daily from the due date until payment in full.			such failure and any charges incurred, and Firenor shall be entitled to charge an additional 1.5% (one point five per cent) per month for the Purchase order sales price, attributable to the Goods due for Delivery, for the care and custody of the Goods. Failure by Buyer to provide any required Payment Security by the agreed date shall have the same consequences. If Buyer has not taken delivery within thirty (30) calendar days of the agreed delivery date, Firenor may resell or otherwise dispose of the Goods, deduct all storage and resale costs, and account to Buyer for any excess (or invoice Buyer for any shortfall).
7.3.2	Firenor shall be entitled to suspend performance, withhold delivery of any Deliverables and/or refuse to dispatch any Goods, in each case without liability and without prejudice to any other right or remedy, where:			
(a)	Buyer fails to pay any sum on the due date;			
(b)	Buyer fails to provide, or to procure the issuance, confirmation, renewal or replacement of, any required Payment Security in the form and by the time required; or	8.3	Testing and acceptance	
(c)	Firenor has, in its reasonable opinion, genuine doubt as to whether any Payment Security continues to constitute adequate security, including by reason of the financial standing of the issuer or any other circumstance reasonably eligible to affect the Payment Security.	8.3.1	Testing of the Goods before shipment is carried out at Firenor's facility in accordance with Firenor's standard test procedures. Any additional tests requested by Buyer shall be agreed specifically and the cost shall be borne by Buyer.	
8	SPECIAL TERMS FOR GOODS	8.3.2	If Buyer or its representatives are entitled to attend factory testing, Buyer shall do so at its own cost. Failure to attend shall not affect the validity of the test results. Re-scheduling of testing due to Buyer's matters are subject to availability and must be confirmed by Firenor in writing. Any request for change of testing date shall happen latest fourteen (14) days prior to the agreed testing date otherwise it will be considered as failure to attend.	
8.1	Conformity	8.3.3	Buyer shall examine the Goods within reasonable time and no later than thirty (30) days after Delivery, and notify Firenor in writing of any defect or deficiency for which Firenor may be responsible. If Buyer fails to notify, the Goods shall be deemed accepted. Claims must be made in writing as follows:	
8.1.1	All Goods shall conform to the requirements stated in the Contract, subject to the warranty limitations and exclusions set out in Clause 12 (Warranties). No additional requirement, warranty, condition or other obligation shall be implied into or incorporated in the Contract, and are fully excluded permitted by applicable law.	(a)	Transport damage: immediately upon receipt;	
8.1.2	The standard certification supplied with the Goods (if any) shall, unless otherwise agreed, be a Certificate of Conformity issued by Firenor. Any additional certification, testing, documentation or marking requested by Buyer, and any associated costs, shall be regarded as a variation and entitle Firenor to additional compensation.	(b)	Quantity issues: within eight (8) days of receipt;	
8.2	Delivery	(c)	Defects: within eight (8) days of discovery, and in any event prior to expiry of the Warranty Period.	
8.2.1	Except as explicitly stated in the Contract:	8.3.4	Acceptance of the Deliverables shall be deemed to occur on the earlier of (i) Buyer's written acceptance, (ii) the expiry of the period set out above without written notice of defect, or (iii) Buyer putting the Deliverables into commercial use.	
(a)	Terms of Delivery are EXW Firenor's facilities at Kristiansand, Norway (Incoterms 2020). Partial shipments may be made unless explicitly prohibited by the Contract. Where applicable, Firenor shall be entitled to ship the Goods from any Norwegian airport or any North European port at its discretion.	8.4	Liquidated damages for delay	
(b)	Any Delivery times specified are indicative only and are based on information available at the time of inquiry. Firenor does not guarantee or otherwise commit to such Delivery times, but will use reasonable endeavours to inform Buyer of any anticipated delay, its cause and expected duration. Where Goods are supplied from stock, delivery is subject to stock availability at the date of dispatch.	8.4.1	Liquidated damages for delay shall be payable by Firenor only where (i) the Contract expressly provides for a binding, firm Delivery Date (and not a target, indicative or estimated date), (ii) the delay is solely attributable to Firenor and not caused or contributed to by Buyer, any End-Client, any third party not under Firenor's control, or any event of Force Majeure, and (iii) Buyer has suffered actual, demonstrable loss as a direct result of the delay.	
(c)	Firenor's description of the Goods may be given at overall system level, without itemisation of individual components, and conformity is assessed against that description as a whole.	8.4.2	Where the conditions in the preceding paragraph are met, liquidated damages shall, as Buyer's sole and exclusive remedy for delay, accrue at a rate of zero point five per cent (0.5%) of the price of the delayed portion of the Deliverables for each completed week of delay beyond the binding Delivery Date, commencing only after a grace period of fourteen (14) calendar days from such Delivery Date has expired, and subject to a maximum aggregate cap of five per cent (5%) of the price of the delayed portion of the Deliverables.	
(d)	Buyer shall be solely responsible for any export and/or import of the Goods, including obtaining all necessary export, re-export and import licences, permits, authorisations and customs clearances, and for the payment of all duties, taxes, levies and other charges associated therewith. Firenor shall, on Buyer's reasonable written request, provide such documentation and information as is reasonably required to support Buyer's export, re-export or import obligations. Any such assistance shall be provided on a time and materials basis at Firenor's then-current rates and shall not transfer to Firenor any responsibility or liability for compliance with applicable export control, sanctions or customs laws.	8.4.3	Liquidated damages under this Clause 8.6 are in full and final settlement of any and all liability of Firenor for delay, and Buyer shall have no other claim, remedy or right of termination on account of delay. Firenor shall under no circumstances be liable for any other loss or damage arising from delay, whether direct, indirect, incidental, special or consequential, and the exclusions and aggregate liability cap in Clause 13 shall apply in full to any liquidated damages payable under this Clause 8.6.	
8.2.2	If Buyer fails to take Delivery of the Goods in accordance with the Contract, Buyer shall be liable to Firenor for any loss occasioned by			

8.4.4	Buyer's right to claim liquidated damages shall be forfeited unless a written claim, specifying the binding Delivery Date relied upon and the period of delay, is submitted to Firenor within thirty (30) days of actual Delivery.	(a)	Buyer shall immediately notify Firenor;
		(b)	Buyer shall pay Firenor's then-current list price for equivalent replacement equipment; and
8.5	Retention of title	(c)	rental fees shall continue to accrue until such payment is received in full.
8.5.1	Title to the Goods shall remain with Firenor and shall not pass to Buyer until Firenor has received payment in full, in cleared funds, of all sums due in respect of the Goods and any other Deliverables under the Contract or any other contract between the parties. Until title passes:	9.2.4	Buyer shall comply with any insurance obligations for the Rental Goods stated in the Contract.
	(a) Buyer shall hold the Goods as bailee for Firenor;	9.3	Covenants during rental period
	(b) Buyer shall store the Goods separately and ensure they are clearly identifiable as Firenor's property;	9.3.1	Buyer shall exercise the same degree of care in respect of the Rental Goods as a prudent and skilled custodian would exercise in respect of valuable technical equipment belonging to another, and in any event no less care than Buyer applies to its own equipment of equivalent value.
	(c) Buyer shall not remove or alter any mark on or packaging of the Goods;	9.3.2	Buyer shall:
	(d) Buyer shall keep the Goods insured for an amount at least equal to their price, with Firenor's interest noted on the policy; and	(a)	use the Rental Goods in a careful and proper manner, in accordance with applicable laws, the operating manuals and Firenor's approved procedures, and ensure it is operated only by skilled employees trained in its use;
	(e) Firenor may, at any time before title passes, require redelivery of the Goods or enter any premises where the Goods are stored to repossess them.	(b)	carry out day-to-day cleaning and maintenance as specified in the operating manuals;
8.6	Return of Goods	(c)	provide Firenor with reasonable access to the Rental Goods for maintenance and inspection during the Rental Period; and
8.6.1	Return of Goods is only allowed if agreed in writing with Firenor. Returns are subject to a minimum 30% restocking fee, and Buyer shall bear all return shipping costs and risks (which absent other agreement shall be DDP Incoterms 2020 to Firenor in Norway). Non-Standard Deliverables are non-returnable.	(d)	promptly notify Firenor of any fault, defect, damage or abnormality.
9	SPECIAL TERMS FOR RENTALS	9.3.3	Buyer shall not, and shall not permit any third party to, without Firenor's express prior written consent:
9.1	Rental and title	(a)	use the Rental Goods for any other purposes than those stated in the Contract;
9.1.1	Any rental of Rental shall be subject to the terms of the Contract.	(b)	sell, transfer, assign, sub-let, re-rent, pledge, mortgage, charge or otherwise encumber the Rental Goods, or attempt any of the same;
9.1.2	Unless otherwise specified, Rental rates are stated on a per-day basis and apply to each item of the Rental Goods, and accrue from the date the Rental Goods are shipped from Firenor until they are returned in accordance with Clause 9.4. All rental costs and terms are otherwise governed by Firenor's prevailing price list for Rentals.	(c)	allow any lien, attachment or other encumbrance to be placed on the Rental Goods; or
9.1.3	Rental Goods are and shall at all times remain the sole and exclusive property of Firenor, and Buyer shall at all times act in a manner consistent with and in the best interests of Firenor's ownership. Buyer acquires no proprietary right, security interest or other interest in the Rental Goods by reason of payment of rental fees or any other sum, except the right to use the Rental Goods on the terms of the Contract. Firenor may affix identifying labels or markings to the Rental Goods indicating Firenor's ownership. Buyer shall not remove, deface or conceal such markings.	(d)	purport to grant any third party any right over the Rental Goods.
		9.3.4	Buyer shall immediately notify Firenor in writing if any third party takes or threatens to take any action affecting the Rental Goods (including seizure, distress, attachment or any encumbrance arising by operation of law or otherwise), and take all reasonable steps to protect Firenor's title, procure the immediate removal of any such encumbrance, and indemnify Firenor against all costs and losses arising from such process.
9.2	Delivery, risk and insurance	9.4	Return obligations
9.2.1	The provisions of Clause 8 relating to Delivery of Goods, including delivery terms, import/export, failure to take delivery and liquidated damages for delay, shall apply accordingly (<i>mutatis mutandis</i>) to the delivery of Rental Goods, save that title or ownership to Rental Goods shall in no event pass to Buyer.	9.4.1	Upon expiry or termination of the Rental for any reason, Buyer shall, at its cost, return the Rental Goods to the facility designated by Firenor within fourteen (14) calendar days, in good working order, subject only to fair wear and tear resulting from proper use.
9.2.2	Buyer assumes all risk and liability, whether or not covered by insurance and regardless of own fault, for loss, theft or damage to the Rental Goods during the Rental Period.	9.4.2	Buyer shall:
9.2.3	If any Rental Goods are lost, stolen or destroyed:	(a)	contact Firenor at least ten (10) days before the return deadline to arrange logistics;

(b)	bear all costs of deinstallation, packaging, transport and return shipping (which absent other agreement shall be DDP Incoterms 2020 to Firenor in Norway); and	10.2.3	Where Firenor performs Services at Site, Buyer shall, or shall procure that the End-Client shall, perform at its own cost any preparatory work agreed with Firenor in connection with the Work. Buyer shall also ensure, at no cost to Firenor, that:
(c)	ensure the Rental Goods are (i) deinstalled in accordance with Firenor's specifications and applicable safety requirements; (ii) thoroughly cleaned, decontaminated, and free of all fuel, gas, hazardous materials, chemicals, and other consumables or substances, in compliance with applicable laws and transport safety regulations; (iii) packaged using appropriate protective materials sufficient to prevent damage in transit; and (iv) returned complete with all accessories, spare parts, components, manuals, and other items originally delivered with the Rental Goods.	(a)	Firenor's personnel can start and continue Work in accordance with the agreed schedule and during normal working hours, with any out-of-hours work subject to prior written agreement;
		(b)	the Site is healthy and safe, with all applicable safety and precautionary measures in place before work starts and maintained throughout, and Buyer has informed Firenor in writing in good time of all relevant Site safety regulations;
9.4.3	If Buyer fails to return the Rental Goods by the return deadline, Firenor may charge a daily holding fee equal to 2/30 of the applicable monthly rental rate for each day the Rental Goods are not returned, without prejudice to Firenor's other rights and remedies.	(c)	all cranes, lifting and transport equipment, auxiliary tools, machinery, materials, consumables and supplies (including fuel, oils, gas, water, electricity, compressed air, heating and lighting) and Buyer's on-Site measuring and testing instruments are made available to Firenor;
9.4.4	Firenor shall inspect the Rental Goods within ten (10) business days of return and notify Buyer of any deficiencies. Any service work required to bring the Rental Goods to the agreed return condition will be charged to Buyer, including service, inspection, cleaning, repair, replacement, recovery and spare parts costs. Firenor may also, if the Rental Goods are returned in a condition that does not satisfy the agreed return conditions, charge a holding fee as if the relevant Rental Goods had not been returned.	(d)	access routes, secure storage and qualified support labour and operators are made available to Firenor; and
		(e)	all permits, authorisations, customs clearances and similar formalities for which Buyer is responsible are obtained in good time.
10	SPECIAL TERMS FOR SERVICES	10.2.4	Firenor may suspend performance and/or withdraw its personnel from Site where, in Firenor's reasonable opinion, conditions at Site present an unacceptable risk to its personnel, equipment or the Deliverables, even where there is no breach of applicable laws or standards.
10.1	Performance of Services		
10.1.1	The Services shall be deemed performed on completion of the performance of the Services as specified in the Purchase Order.	10.2.5	Additionally Buyer shall, or shall procure that the End-Client shall, provide free of charge to Firenor's personnel in the immediate vicinity of the Site:
10.1.2	Firenor may perform the Services in instalments, and may deliver Goods in instalments, in each case unless the Contract expressly provides otherwise. Each instalment shall constitute a separate Delivery.	(a)	air-conditioned Site office or accommodation facilities sufficient to enable communication with Firenor's head office (including telephone, internet/Wi-Fi, printer, photocopier and similar facilities);
10.1.3	Any delay or defect in an instalment shall not entitle Buyer to cancel, terminate, reject or refuse acceptance or payment of any other instalment, and shall not constitute a repudiatory breach of the Contract as a whole.	(b)	air-conditioned changing rooms with locks and washing facilities for the use of Firenor's personnel;
		(c)	mess facilities, food and drinking water for Firenor's personnel;
10.1.4	The liquidated damages regime set out in Clause 8.4 shall apply accordingly (<i>mutatis mutandis</i>) to delay in the performance of the Services, on the basis that (i) references to the "Delivery Date" shall be read as references to any binding, firm date for completion of the Services (or of the relevant instalment) expressly stipulated in the Contract, (ii) references to the "price of the delayed portion of the Deliverables" shall be read as references to the price of the delayed Services (or relevant instalment). For the avoidance of doubt, no liquidated damages shall accrue in respect of Services where the Contract specifies only a target, indicative or estimated completion date.	(d)	prayer rooms, rest rooms, toilets and other social facilities for the use of Firenor's personnel at Site;
		10.2.6	Accommodation for Firenor's personnel shall be of appropriate business standard, with separate accommodation facilities per person which shall, at a minimum, provide air conditioning and/or heating, reliable high-speed Wi-Fi, sufficient power outlets, a suitable workspace, basic comfort and in-room amenities, convenient access to transport, access to on-Site or nearby dining options, appropriate safety and security measures, and be situated in a generally quiet environment conducive to rest and work.
10.2	Services at Site	10.2.7	Buyer shall, or shall procure that the End-Client shall, arrange and pay for all work permits and any visas, security clearances and similar authorisations required for Firenor's personnel.
10.2.1	The Services shall be performed by Firenor at the location specified in the Contract, on the dates specified in the Contract (if any).	10.2.8	Buyer shall advise Firenor in good time of any local laws, regulations, customs, practices or Site-specific rules associated with the Work or with Firenor's personnel attending Site. This must be provided in writing.
10.2.2	Where Firenor performs Services at Site, Firenor shall specify any particular Site requirements in writing not later than one (1) month before the agreed start date. Firenor shall also provide drawings and instructions reasonably necessary to enable Buyer to prepare the Site, foundations, utilities and connections required for the performance of the relevant Services. Buyer shall, at its own cost and in good time, carry out all such preparatory work in accordance with Firenor's drawings and instructions, and shall ensure that the Goods are at Site before the agreed start date.	10.2.9	Medical treatment arising from accidents or illness occurring in connection with Work on Site shall be provided free of charge to Firenor during the period of Work at Site, and shall be of Joint Commission International (JCI) approved standard, provided that Firenor shall maintain, at its own cost, normal medical travel

	insurance covering its personnel engaged in Work on Site for the duration of such Work.		affect the efficient operation of the Goods shall never, without prejudice to Firenor's obligation to remedy them, prevent successful completion of the SAT.
10.2.10	Each party shall appoint a representative in writing, no later than the date of Firenor's notice that the Goods are ready for dispatch. The representative shall be readily available and accessible to the Firenor personnel performing the on-Site work during working hours. The representative shall be authorised to act on that party's behalf in all matters concerning the on-Site work, including the receipt of any notice required to be given in writing under the Contract.	11.3	Taking over of installed and/or commissioned Goods
10.2.11	If any of the foregoing facilities, services, information or permits are not provided when required, any resulting delay or additional cost shall be for Buyer's account and Delivery Dates shall be extended accordingly. Without limitation, additional offshore days caused by circumstances outside Firenor's reasonable control (including weather, vessel or transport delays, access restrictions, or unavailability of facilities or permits) shall be charged to Buyer at the applicable rates.	11.3.1	Taking over of Goods to be installed and/or commissioned by Firenor shall be deemed to occur upon the earliest of:
10.2.12	Firenor's Site attendance is provided to Buyer alone. Firenor assumes no contractual or other duty or liability towards any End-Client or other third party at Site, and Buyer shall procure that any End-Client acknowledges and accepts the same. Buyer shall indemnify, defend and hold harmless Firenor from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) brought or asserted by any End-Client or other third party in connection with the Deliverables, the Work or Firenor's presence at Site, save to the extent finally adjudicated to result from Firenor's wilful misconduct or gross negligence.	(a)	where SAT is not agreed, the date falling seven (7) days after Firenor's written notice that installation and/or commissioning is complete, unless Buyer within that period substantiates in writing that the installation is not in accordance with the Contract; or
		(b)	where SAT is agreed, upon satisfactory or deemed satisfactory completion of the SAT; or
		(c)	in any event, upon Buyer's use of the Goods (or any part thereof) without Firenor's prior written consent, in which case any SAT shall also be deemed waived.
11	INSTALLATION, TESTING AND COMMISSIONING	12	WARRANTIES
11.1	General	12.1	Warranty for Goods
11.1.1	This Clause 11 applies if and to the extent that the Contract expressly provides that Firenor shall perform the relevant installation, testing or commissioning Services. Absent such agreement such Services shall be deemed outside of scope, and Firenor shall have no obligation to perform such Services.	12.1.1	Firenor's warranties in respect of Goods are limited to the following:
11.1.2	Unless the Contract expressly provides for a lump sum, any Services under this Clause 11 shall be charged on a time-and-materials basis.	(a)	For Goods that are sold as new, Firenor warrants, for a period of eighteen (18) months from notification that the Goods are ready for dispatch, or 12 months from the Goods being commissioned or first put into operation, whichever occurs first, that such Goods shall: (i) conform in all material respects to the specifications set out in the Contract; and (ii) be free from manufacturing defects in materials and workmanship.
11.2	Site Acceptance Test	(b)	For Goods that are remanufactured or refurbished by Firenor and sold in "as new" condition, Firenor warrants, for a period of six (6) months from readiness for dispatch, that such Goods shall be free from defects in materials and workmanship.
11.2.1	To the extent that it has been agreed that a SAT shall be performed at the Site as part of installation and/or commissioning performed by Firenor:	(c)	Any other Goods are sold "as is", without any warranty from Firenor. Any warranties provided by the original manufacturer for such Goods are, to the extent assignable, assigned to Buyer at Delivery without recourse to Firenor. Firenor shall have no responsibility for the original manufacturer's compliance with or honouring of its applicable warranties, or have any duties in respect of any such warranty claims.
(a)	Firenor shall notify Buyer in writing of the SAT date with minimum seven (7) day's notice for Buyer to attend or be represented.	12.1.2	If any Goods fail to conform with the applicable warranty, and subject to a valid warranty claim from Buyer, Firenor's sole and exclusive obligation, and Buyer's sole and exclusive remedy, shall be — at Firenor's option and cost — either (i) to repair or replace the non-conforming Goods or the non-conforming part thereof, or (ii) to grant Buyer an appropriate reduction of the Contract price for the relevant Goods.
(b)	The SAT shall be carried out during normal working hours and, in the absence of other agreed requirements, in accordance with Firenor's standard SAT procedures.	12.1.3	Buyer shall, at its sole cost and risk and without recourse to Firenor, return the relevant Deliverable to Firenor's designated facility, and shall bear all costs of travel, transport, freight, insurance, customs, duties and any other expenses necessary for or incidental to the remedy, including any costs of mobilising and demobilising Firenor's personnel to and from the location of the Deliverable. Where the Deliverable is located other than at the original place of Delivery, Buyer shall reimburse Firenor for any reasonable additional costs (including travelling time and travel costs) that exceed those which would have been incurred had the Deliverable remained at the place of Delivery.
(c)	Buyer shall, free of charge, provide all power, lubricants, water, fuel, raw materials, ancillary equipment and consumables, installation labour and qualified support personnel required for SAT and for any related final adjustments.		
11.2.2	If, having been notified, Buyer fails to attend or otherwise prevents SAT from being carried out in accordance with the Contract, then SAT shall be waived and deemed satisfactorily completed without any non-conformities on the SAT start date stated in Firenor's notice.		
11.2.3	Firenor shall issue a SAT report upon completion of the SAT. Firenor shall remedy any non-conformity identified without undue delay and, if Buyer so reasonably requires in writing without delay from receipt of the SAT report, repeat the SAT. Non-conformities which do not		

12.2	Warranty for Services		
12.2.1	Firenor warrants that any Services shall conform in all material respects to the specifications set out in the Contract and shall be performed with the degree of care and skill referred to in Clause 4. Firenor does not provide a complete equipment/system warranty unless the system has been put into operation by Firenor or by a third party authorised by Firenor in writing, and only to the extent that Firenor has provided such Services.	(a)	loss of profit, loss of revenue, loss of production, loss of use, loss of contract, loss of goodwill, loss of business or commercial opportunity, loss of anticipated savings;
		(b)	loss or corruption of data;
		(c)	any indirect, incidental, special, punitive or consequential losses or damages, howsoever arising.
12.2.2	The warranty period for Services expires upon Firenor's departure from the Site, save where Buyer has notified Firenor in writing of a non-conformity within fourteen (14) calendar days from the completion of the relevant Service. Warranty is forfeited if Buyer has made or attempted any repair work at own initiative after relevant Service.	13.2	Subject always to the foregoing, Firenor's total aggregate liability under or in connection with a Contract, regardless of basis, shall in no event exceed fifty per cent (50%) of the net price of the applicable Deliverable(s) under the Contract.
12.2.3	If a Service fails to conform with the applicable warranty, and subject to a valid warranty claim from Buyer, Firenor's sole and exclusive obligation, and Buyer's sole and exclusive remedy, shall be — at Firenor's option and cost — either (i) to re-perform the non-conforming part of the Services or (ii) to grant Buyer an appropriate reduction of the Contract price for the relevant Services.	13.3	Firenor shall have no liability of any kind to any End-Client or other third party in connection with the Contract or the Deliverables, save to the extent expressly assumed in writing by Firenor. Buyer shall indemnify, defend and hold harmless Firenor from and against any and all claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including reasonable legal fees) brought or asserted against Firenor by any End-Client or other third party arising out of or in connection with the Contract, the Deliverables or any act or omission of Buyer, save to the extent finally adjudicated to result from Firenor's wilful misconduct or gross negligence.
12.3	Warranty limitations		
12.3.1	Firenor's warranties shall not apply to the extent that the relevant breach of warranty was caused by:	13.4	The limitations and exclusions in this Clause 13 shall apply to the maximum extent permitted by applicable law and shall survive termination or expiry of the Contract.
(a)	Buyer's failure to properly store, install, operate or maintain the Deliverables in accordance with Firenor's recommendations or operating instructions;	14	FORCE MAJEURE
(b)	the unauthorised modification, intervention, repair or service of the Deliverables by Buyer or any third party not authorised by Firenor in writing;	14.1	Firenor shall be entitled to suspend, cancel, rescind or vary any Contract without liability for any loss or damage if Firenor is unable, or it would be commercially unreasonable for Firenor, to supply the Deliverables, or to complete installation thereof, as a result of any event of Force Majeure.
(c)	the use of replacement parts not supplied or approved by Firenor and/or not in accordance with Firenor recommendations;	14.2	Force Majeure shall include (without limitation) fire, flood, lightning, earthquake or other natural disaster, severe adverse weather, epidemic or pandemic, invasion, war, act of any foreign enemy, martial law, riot, civil commotion, rebellion, terrorism, cyber-attack, act or restraint of governmental, regulatory or supranational authority (including any decision, instruction, licence revocation, embargo, sanction or export-control measure), official travel advisories or recommendations against travel to or from any relevant location, lockout, strike or other industrial action, interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications or raw materials, adverse changes in commodity, raw material, energy, freight or logistics prices or availability, logistics or supply-chain disruptions, unacceptable safety, security, health or regulatory risks (including risks to Firenor's personnel, equipment or operations), or any other similarly adverse cause beyond Firenor's reasonable control.
(d)	use, handling or operation of the Deliverables in a manner inconsistent with its specifications or with Firenor's recommendations;		
(e)	normal wear and tear;		
(f)	any Buyer Specifications.		
12.3.2	Firenor's warranty obligations are contingent on a valid claim in writing from the Buyer within the applicable Warranty Period. Buyer shall have no warranty claim under any Contract in case of any failure by the Buyer to make payment under that Contract. Firenor shall be irrevocably released from any warranty if Buyer has not made a valid warranty claim on expiry of the applicable Warranty Period.	14.3	The party affected shall promptly notify the other in writing of the Force Majeure event and of its cessation. If the Force Majeure event continues, or it becomes reasonably apparent that it will continue, for more than sixty (60) calendar days, either party may terminate the Contract by written notice. Each party shall bear its own costs arising from a Force Majeure event.
12.3.3	Firenor gives no warranty and makes no representation in relation to the Deliverables, except as expressly set out in this Clause 12 (Warranties), and Buyer shall have no other claim or remedy in respect of any non-conformity of any Deliverable. Any warranties, conditions and other terms implied by statute or common law (including any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose) are excluded to the maximum extent permitted by applicable law.	15	TERMINATION
13	LIMITATIONS OF LIABILITY	15.1	Termination by Firenor
13.1	Save in respect of death or personal injury caused by Firenor's negligence, fraud, or any liability that cannot be excluded by mandatory law, Firenor shall under no circumstances be liable to Buyer or any third party for:	15.2	Without prejudice to any other right or remedy, Firenor may terminate the Contract, in whole or in part, with immediate effect by written notice to Buyer if:

(a)	Buyer commits a material breach of the Contract and, where capable of remedy, fails to remedy it within fourteen calendar (14) days of written notice;	(d)	is independently developed by the receiving party without use of the Confidential Information.
(b)	Buyer fails to pay any sum on the due date and such sum remains unpaid for thirty (30) days after written notice;	16.4	The obligations of confidentiality under this Clause shall survive termination or expiry of the Contract for a period of five (5) years.
(c)	Buyer becomes insolvent, enters into liquidation, administration, or any analogous procedure, or is unable to pay its debts as they fall due;	17	INTELLECTUAL PROPERTY RIGHTS
(d)	Buyer undergoes a change of control;	17.1	All Intellectual Property Rights in the Deliverables, including all literature, manuals, drawings, software and other Documents supplied by Firenor, shall remain the sole and exclusive property of Firenor (or its licensors). Nothing in the Contract shall transfer any Intellectual Property Rights to Buyer.
(e)	Buyer breaches Clause 19 (Integrity, Sanctions and Export Control), unless the breach is clearly insignificant and not caused by Buyer's intent or gross negligence;	17.2	Firenor grants Buyer a non-exclusive, royalty-free licence to use the Documents and any embedded software solely for the purpose of operating, maintaining and repairing the Goods for their intended purpose, and only for the duration of Buyer's use of the Goods.
(f)	any consent, licence or authorisation held by Buyer is revoked such that Buyer cannot comply with its obligations under the Contract.	17.3	Buyer shall not reverse engineer, decompile, disassemble any Goods or attempt to derive the source code of any software supplied with the Goods, except as expressly permitted by mandatory law.
15.3	Termination by Buyer	17.4	All tools, drawings, specifications or data provided by Buyer remain Buyer's property, and any inventions or modifications arising from Buyer-supplied specifications shall, as between the parties, belong to Buyer, save that Firenor shall retain ownership of all background Intellectual Property Rights and any improvements thereto.
15.3.1	Buyer may terminate the Contract, in whole or in part, by written notice to Firenor if:	17.5	Firenor shall, at its own cost, defend or settle any third-party claim that the Deliverables, when used in accordance with the Contract, infringe such third party's Intellectual Property Rights, provided that Buyer
(a)	Firenor commits a material breach of the Contract and, where capable of remedy, fails to remedy it within thirty (30) days of receipt of written notice from Buyer specifying the breach in reasonable detail and requiring it to be remedied; or	(a)	promptly notifies Firenor in writing of the claim,
(b)	Firenor becomes insolvent, enters into liquidation or any analogous procedure, or is unable to pay its debts as they fall due, in each case other than for the purposes of a solvent reconstruction or amalgamation.	(b)	allows Firenor sole conduct of the defence and any settlement,
15.4	Buyer shall have no other right to terminate the Contract, including no right to terminate for convenience, save as expressly set out in the Contract.	(c)	provides reasonable assistance, and
15.5	Consequences of termination	(d)	makes no admission of liability. Firenor may, at its option, procure for Buyer the right to continue using the Deliverables, modify or replace the infringing part, or refund the price paid for the infringing Deliverable against its return.
15.5.1	Termination shall be without prejudice to any rights or liabilities accrued prior to termination.	17.6	The foregoing states Firenor's entire liability and Buyer's sole remedy for any infringement claim.
15.5.2	Clauses which by their nature are intended to survive termination (including those relating to title, payment, warranty exclusions, intellectual property, confidentiality, data protection, limitation of liability, governing law and dispute resolution) shall survive.	17.7	The foregoing shall not apply, and Buyer's indemnities under Clause 5 and Clause 13 shall instead apply, to the extent any infringement claim arises from Buyer Specifications or from Firenor's compliance with Buyer's specifications, drawings or instructions.
16	CONFIDENTIALITY	18	PERSONAL DATA
16.1	Each party shall keep strictly confidential and not disclose to any third party any Confidential Information received from the other party in connection with the Contract, and shall use such information only for the purpose of performing the Contract.	18.1	General
16.2	Confidential Information may be disclosed only to those employees, officers, agents, subcontractors or professional advisors who have a need to know for the purposes of the Contract and who are bound by confidentiality obligations no less stringent than those contained herein.	18.1.1	Any processing of Personal Data under a Contract shall be carried out in compliance with all applicable Data Protection Laws and any additional requirements or protections under the Contract.
16.3	The obligations of confidentiality shall not apply to information that:	18.1.2	The parties shall make an assessment of the need for any processing of Personal Data under a Contract, and any requirements necessitated by Data Protection Laws as a result thereof, prior to exchanging any Personal Data under that Contract.
(a)	is or becomes publicly available through no fault of the receiving party;	18.2	Processing of Personal Data from Buyer
(b)	was lawfully in the possession of the receiving party prior to disclosure;	18.2.1	Buyer shall ensure that there is a valid basis under the GDPR and any other applicable Data Protection Laws for the disclosure of any
(c)	is lawfully obtained from a third party without breach of any confidentiality obligation; or		

	Personal Data from Buyer and its employees, officers, and contractors to Firenor.	(a)	where disclosure is required by mandatory applicable law or binding order of a competent authority, in which case Buyer shall (to the extent permitted by law) notify Firenor in writing promptly and before disclosure, co-operate with Firenor in seeking any available protective measures, and disclose only to the extent strictly required; or
18.2.2	Where Buyer's employees order Deliverables or interact with Firenor through Firenor's channels and Personal Data (such as name, telephone number and e-mail address) is processed in order to complete the purchase, Firenor is normally the data controller for such Personal Data. Processing of such Personal Data is regulated by Firenor's privacy statement, available on Firenor's webpage, and does not constitute a controller–processor relationship under the GDPR.	(b)	where the disclosure to a specific third party has been expressly authorised by the Contract (for example, disclosure to an End-Client for site access or immigration purposes), provided that Buyer shall ensure that the recipient is bound by written obligations in respect of the Firenor Personnel Data no less protective than those set out in this Clause 18, and remain liable to Firenor for the recipient's acts and omissions in relation to such data.
18.2.3	Any provision of data processor services from Buyer to Customer must be expressly agreed in the Contract, and Buyer shall be responsible for identifying the need for any such arrangement under applicable Data Protection Laws. Firenor reserves the right to deny any data processor role towards Buyer, and to charge the Buyer a reasonable additional fee for any such Services.		
18.3	Processing of Firenor Personell Data	18.4	International transfers
18.3.1	Firenor may, in connection with its performance of a Contract, disclose Personal Data relating to its employees, officers, and contractors (" Firenor Personnel Data "), including names, contact details, professional qualifications, certifications, photographs, and passport or visa information, to the extent reasonably necessary to enable Buyer to e.g:	18.4.1	Where Buyer is not established within the EEA and is not otherwise directly subject to the GDPR, Buyer shall in any event comply with the obligations set out in Clauses 18.3.3 through 18.3.5 as contractual obligations, which shall have effect regardless of the Data Protection Laws applicable in Buyer's jurisdiction.
(a)	identify, mobilise, or grant site access to Firenor's personnel;	18.4.2	Where Buyer is located, or where it has been agreed that Firenor Personnel Data will be processed, outside the European Economic Area (EEA), Buyer acknowledges that such transfer is made solely to enable the performance of the Contract and on the basis of one or more of the following:
(b)	obtain work permits, visas, security clearances, or other authorisations required for Firenor's personnel to perform Services at Site;	(a)	an adequacy decision by the European Commission under GDPR Article 45;
(c)	comply with Buyer's or any End-Client's applicable health, safety, and security requirements; or	(b)	standard contractual clauses or other appropriate safeguards under GDPR Article 46, which Firenor may require Buyer to enter into prior to, or simultaneously with, the first transfer of Firenor Personnel Data; or
(d)	otherwise administer the Contract.	(c)	the derogation in GDPR Article 49(1)(b) regarding transfer necessary for the performance of a contract between the data subject and the controller, or for pre-contractual measures, to the extent applicable.
18.3.2	Clauses 18.3.3 through 18.3.5 below apply regardless of whether Buyer is a data processor or a separate controller for the processing of Firenor Personnel Data. To the extent that the parties determine that the disclosure of Firenor Personnel Data from Firenor, and Buyer's processing of such Firenor Personnel Data will constitute a data controller – data processor arrangement under the GDPR, the parties shall additionally enter into a data processing agreement compliant with the GDPR, based on a template agreement provided by Firenor, which will govern such processing activities.	18.4.3	Firenor reserves the right to withhold or restrict disclosure of Firenor Personnel Data where, in Firenor's reasonable assessment, the applicable legal basis for the transfer cannot be established or maintained, or where the transfer would pose an unacceptable risk to the rights of the affected individuals.
18.3.3	Buyer shall:	19	INTEGRITY, SANCTIONS AND EXPORT CONTROL
(a)	use Firenor Personnel Data only for the specific purpose(s) for which it was disclosed, or as otherwise agreed in writing with Firenor;	19.1	Both parties shall comply with all applicable anti-bribery, anti-corruption, sanctions, export control and human rights laws.
(b)	not use Firenor Personnel Data for any other purpose, including profiling, marketing, commercial analysis, or any purpose unrelated to the Contract;	19.2	Buyer shall not, directly or indirectly, sell, supply, transfer, export or re-export any Deliverable to any person, entity or destination in breach of any applicable sanctions or export control laws of Norway, the EU, the United Kingdom, the United States or the United Nations. Buyer shall provide Firenor with all information and end-use/end-user certifications reasonably requested in this respect.
(c)	ensure that access to Firenor Personnel Data is restricted to those of Buyer's personnel, subcontractors, and agents who have a strict operational need for such data in connection with the applicable purpose, and who are bound by confidentiality or data protection obligations no less protective than those set out in this Clause 18; and	19.3	Firenor may suspend or terminate the Contract without liability if performance would, in Firenor's reasonable opinion, breach any applicable sanctions, export control or anti-bribery law.
(d)	not store Firenor Personnel Data for longer than is necessary for the purpose(s) for which it was disclosed.	20	ASSIGNMENT AND SUBCONTRACTING
18.3.4	Buyer shall not disclose, transfer, make available, or otherwise communicate Firenor Personnel Data to any third party (including any End-Client, affiliate, subcontractor, authority, or other person) without Firenor's prior written consent, except:	20.1	Buyer may not assign, transfer, charge, subcontract or otherwise dispose of any of its rights or obligations under the Contract without Firenor's prior written consent. Firenor may assign or transfer any of its rights or obligations under the Contract, in whole or in part, to any of its affiliates or in connection with a merger, acquisition or transfer

of all or substantially all of its business or assets, without Buyer's consent.

20.2 Firenor may freely subcontract any part of its performance of a Contract to any third party, provided that Firenor shall remain responsible to Buyer for the performance of any subcontracted obligations as if such obligations had been performed by Firenor itself.

21 INSURANCE

21.1 Firenor shall maintain customary product liability and professional indemnity insurance in amounts appropriate to its operations, but shall not be required to take out any special insurance except as expressly required by and in relation to a Contract.

21.2 Where Services are performed at Site, Buyer shall ensure that the Site is covered by appropriate property and liability insurance, with Firenor and its personnel named as additional insureds or with appropriate waivers of subrogation, to the extent customary at the Site.

22 MISCELLANEOUS

22.1 No failure, delay or omission by a party in exercising any right, power or remedy under a Contract shall operate as a waiver of that right, power or remedy.

22.2 If any provision of a Contract is or becomes illegal, invalid or unenforceable, the parties shall in good faith replace any such provision with a valid and enforceable provision that, to the greatest extent permitted by law, reflects the original commercial intent and economic effect of the provision being replaced.

22.3 Buyer and Firenor are independent contractors. No Contract subject to these GTCs shall create any partnership, joint venture, agency, fiduciary or employment relationship.

22.4 Notices under the Contract shall be in writing and in English or Norwegian language and sent to the address of the relevant party set out in the Contract or otherwise notified in writing.

23 GOVERNING LAW AND DISPUTE RESOLUTION

23.1 The Contract shall be governed by, and construed in accordance with, the laws of Norway, excluding any rules or principles that would direct the application of the laws of another jurisdiction.

23.2 The parties shall use all reasonable endeavours to resolve any dispute amicably through the following procedure:

- (a) a party shall serve written notice on the other party that a dispute has arisen, including reasonable information as to the nature of the dispute;
- (b) within five (5) business days of service of the notice, the contract managers of each party shall meet to discuss and attempt to resolve the dispute;
- (c) if not resolved within a reasonable time, the matter shall be referred to the chief executives (or persons of equivalent seniority), who shall meet within ten (10) business days.

23.3 Disputes that cannot be settled amicably shall be settled by court proceedings, with Kristiansand District Court as the legal venue and exclusive jurisdiction.

23.4 Notwithstanding the foregoing, if (i) the parties so agree in writing, or (ii) Buyer is not established within the EU/EEA, then any dispute shall be finally settled by arbitration under the Rules of Arbitration of the Oslo Chamber of Commerce. The seat of arbitration shall be Oslo,

Norway, the proceedings and the award shall be confidential, and the language of the proceedings shall be Norwegian. English-language evidence shall be permitted without translation.

23.5 Nothing herein shall restrict either party from applying at any time to any court of competent jurisdiction for:

- (a) interim, interlocutory, injunctive, conservatory or other urgent provisional or protective relief, including orders for the preservation of evidence, freezing or attachment orders, security for a claim or for costs, and relief to protect Confidential Information or Intellectual Property Rights; or
- (b) the recognition or enforcement of any judgment, arbitral award or settlement made or entered into in connection with the Contract.

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