

ADDENDUM TO ORGALIM S 2022

Orgalim S 2022, General conditions for the supply of mechanical, electrical and electronic products ("Orgalim S 2022") shall apply for delivery of ship equipment (the "Product") by Norwegian Greentech AS ("the Supplier"), subject to a separate sales contract with its customer (the "Buyer" and "Contract", respectively).

This addendum with additional terms and conditions shall amend, overrule, complete and/or supplement the provisions of Orgalim 2022 (as relevant).

Clause 2 ("In Writing") – the word "fax" shall be deleted without replacement.	
Clause 5 – in addition:	<p><i>"The Buyer shall not, without the prior written consent of the Supplier, change, develop, sell, transfer or in any other way use or exploit the Product, technical documentation or any part thereof for any other purpose or in any other way than provided for under the Contract.</i></p> <p><i>The Buyer shall procure that the intellectual property rights of the Supplier are fully protected and that the Buyer and any person or entity engaged by the Buyer shall not take any actions that would negatively affect such rights of the Supplier.</i></p> <p><i>The Buyer shall indemnify the Supplier against all losses, caused by misuse or infringement of the Supplier's intellectual property rights."</i></p>
Clause 6 – in addition:	<p><i>"Notwithstanding the above, the parties may disclose any part of the documentation relating to the Product only to the extent necessary to equip the Vessel (as relevant), and on the condition that the recipient of such information has entered into confidentiality undertaking with the Buyer not less strict than the provisions of this clause.</i></p> <p><i>This clause shall survive the completion / termination of the Contract, for whatever reason."</i></p>
Clause 11, last paragraph – to be deleted and replaced by the following:	<p><i>"Partial deliveries shall be permitted, provided that they are delivered according to the agreed schedule.</i></p>

	<i>"If the Product or parts thereof are to be transported partly dismantled, and be assembled by the Buyer according to instructions from and under attendance of the Supplier or its subcontractor, all costs relating to such assembly shall be for the Buyer's account."</i>
Clause 15, first paragraph – to be deleted and replaced by the following:	<i>"If the Product is not delivered at the time for delivery specified in the Contract, the Buyer shall notify the Supplier In Writing, requesting that the Supplier delivers the Product within a reasonable time, which shall be no less than a week. If the Product is not delivered by the Supplier within such reasonable time after being notified by the Buyer, the Buyer shall be entitled to liquidated damages from the date on which delivery should have taken place, provided that the Buyer can document an economic loss due to the delay. The Buyer shall forfeit his right to liquidated damages if he has not notified the Supplier as aforesaid."</i>
Clause 15, third paragraph – to be deleted and replaced by the following:	<i>"If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product so delayed".</i>
Clause 20 – to be deleted and replaced by the payment terms set out in the Contract.	
Clause 22 – to be deleted and replaced by the following:	<i>"If the Buyer fails to make payments when due, the Supplier may suspend his performance under the Contract immediately by giving notice to the Buyer. Any delay resulting from such suspension of the Contract shall be considered as permissible delay and shall not entitle the Buyer to claim liquidated damages or to terminate the Contract (as relevant). If the Buyer has not paid within two (2) weeks after being notified by the Supplier,</i>

	<i>the Supplier shall be entitled to cancel the Contract. In either case the Supplier shall be entitled to compensation for his losses caused thereby."</i>
Clause 28 – to be deleted and replaced by the term for liability for defects set out in the Contract.	
Clause 32 – in addition:	<i>"Other costs incurred when rectifying defects, including but not limited to, docking, rigging, towing, heavy lifting, diving and other costs related to work under surface and similar costs, shall be for the Buyer's risk and account."</i>
Clause 33 – in addition:	<i>"If the Buyer requests parts to be delivered by airfreight, any additional costs related to such freight shall be for the Buyer's account."</i>
Clause 34 – to be deleted and replaced by the following:	<i>"The Buyer shall bear all travel and transport costs which the Supplier incurs for remedying the defect, if the Product is located outside a European harbour at the time for rectification."</i>
Clause 45 – first paragraph to be deleted and replaced by the following:	<i>"The Supplier shall not be liable for any damage to property, personal injury or death caused by the Product after it has been delivered and whilst it is in the Buyer's or its respective successors' possession. Nor shall the Supplier be liable for any damage to products manufactured by the Buyer or others, or for products of which the Buyer's products form a part. The Buyer shall indemnify and hold the Supplier harmless for such claims."</i>
Clause 51 and 52 – to be deleted and replaced by law and dispute resolution in the Contract.	
New clause – Variations:	<i>"The Buyer is entitled to request variations to the Product. Any requests for variations shall be submitted to the Supplier in writing and shall contain an exact description of the desired variation. If the Supplier finds a</i>

	<p><i>variation to be required, the Buyer shall be notified and presented with a variation order request in writing.</i></p> <p><i>The Supplier shall be entitled to request a variation order in case of any change in applicable rules and regulations after the Contract signing, and the Buyer shall bear the extra costs and other consequences resulting from such changes, including variation work.</i></p> <p><i>When the Buyer requires a variation or after having himself made a proposal for variation, the Supplier shall, without undue delay, submit a written offer and notification describing whether and how the variation work can be carried out together with an estimate of any effects on the Contract Price, the delivery date(s) and other terms of the Contract.</i></p> <p><i>The Supplier shall not be obligated to carry out variations without the parties having agreed in writing on how the variations will affect the Contract."</i></p>
New clause – Indemnification:	<p><i>"The Supplier shall not be liable to the Buyer either directly, or as a result of any claims brought by the Buyer's personnel or a third party, for personal injury, death, property damage or other damages arising from or related to the performance of the Contract. The Buyer shall hold the Supplier harmless for any such claims or losses."</i></p>
New clause – Limitation of Liability:	<p><i>"The total cumulative liability of the Supplier and/or its insurers relating to this Contract for any and all claims hereunder or with respect to the Supplies howsoever arising, shall be limited to ten (10) per cent of the Contract Price.</i></p> <p><i>Notwithstanding anything else herein, all other warranties, obligations, representations, conditions and liabilities arising under the Contract and / or by law either expressly or</i></p>

	<i>implicitly, including civil liability, tort or otherwise and not limited to any implied warranty of merchantability or of fitness for a particular purpose, are hereby expressly excluded."</i>
New clause – Termination:	<p><i>"Without affecting any other right or remedy available to it, the Supplier may at its option, terminate or suspend performance with immediate effect by giving notice In Writing to the Buyer, if:</i></p> <ul style="list-style-type: none"> <i>a) any proceedings under bankruptcy or insolvency laws is brought against the Buyer;</i> <i>or</i> <i>b) a receiver is appointed over the assets of the Buyer."</i>
New clause – Integration Work	<i>"The Supplier's responsibility for integration of the Scope of Supply into the Vessel is limited as specified in the Technical Specifications. For the avoidance of doubt, this means that the Supplier is not responsible for any errors, omissions, defects, or non-conformities in the Vessel outside the Scope of Supply that affect the Supplier's ability to carry out its obligations under the Contract. Any delay in the project execution as a result of such circumstances shall be regarded as a permissible delay for the Supplier under the Contract, provided that the Supplier has notified the Buyer in writing in advance. The Buyer shall bear the Supplier's extra costs and other consequences resulting from such errors, omissions, defects, or non-conformities in the Vessel, including variation work (as relevant)."</i>

