



Terms for development services and consulting assignments Rev. July 2022

1. Scope

These terms for development services and consulting assignments (the "Terms") apply to all development services and consulting assignments performed by Westcontrol AS or Westcontrol Robertsen AS (hereinafter "Westcontrol" or the "Consultant") to a customer (hereinafter the "Customer"), unless otherwise expressly agreed in writing between the parties. An agreement shall be considered entered into when the Consultant issues an order confirmation. These Terms, together with the Consultant's order confirmation, constitute the entire agreement regarding the delivery from the Consultant to the Customer (hereinafter the "Assignment", as further described in clause 2). These Terms shall apply in full and have priority over all other terms/conditions which the Customer may have included reference to, or published etc., in connection with entering into agreement with the Consultant. Additions to or deviations from these Terms, will only be binding if explicitly agreed in writing between the parties.

2. The Assignment

The Consultant's order confirmation shall contain a work description, describing the consultation requested by the Customer and/or what type of prototype shall be developed and/or designed for the performance of the Assignment. The Consultant shall use reasonable endeavours to assist in a professional and effective manner, based on the Customer's direction and instructions. Execution of the Assignment presupposes cooperation between the parties. The parties recognise that the Assignment entails development with inherent uncertainty with regards to the result, and hereunder the Consultant cannot guarantee that the Assignment will have a definite result.

3. Documentation for guidance

To the extent that the Consultant provides any documentation, such documentation shall be considered as guidance, unless otherwise explicitly agreed between the parties.

4. Price

The Customer shall pay the Consultant the full price as stated in the order confirmation. The price is based on the actual number of hours performed, regardless of any estimates included in the offer and/or order confirmation. Value added tax is not included in the price.

5. Terms of payment

Payment term is 30 days from invoice date. The Assignment is to be invoiced at the time of delivery or agreed part payment invoicing. In the event of delayed payment, the Consultant is entitled to interests in accordance with the Norwegian act related to interest on overdue payment. In the event of late payment, the Consultant has, after giving notice to the Customer, the right to stop its work until payment is made or satisfactory security for payment has been provided by the Customer. The Customer is not entitled to set off any disputed claims against the Consultant's claim for payment.

6. Right of ownership

The right of ownership and other relevant rights to the Assignment's results is transferred to the Customer upon payment, subject to any limitations laid down by mandatory law.

7. Breach of contract

There is a breach of contract if one of the parties fails to perform its obligations related to the Assignment, and this is not caused by circumstances relating to the other party. An eventual claim must be raised in writing without undue delay after a breach of contract is discovered or should have been discovered.

8. Delay

The Customer is not entitled to make any claims due to the Consultant's delay.

9. Cancellation

A cancellation of the Assignment is only possible subject to a written consent from the Consultant. However, the Assignment may be cancelled by the Customer by giving 30 days' written notice. In the case of cancellation prior to the completion of the Assignment, the Customer shall pay the Consultant for the work already performed, the documented costs incurred by the Consultant related to the reassignment of personnel and other direct costs incurred by the Consultant as a result of the cancellation.

10. Customer acceptance of the Assignment

In the case of development and/or design of products/software, the prototype shall, within 5 days after completion, undergo acceptance tests as decided by the Customer. Another time-line may be agreed in writing between the parties. After testing, the Customer shall accept the Consultant's execution of the Assignment. Following the Customer's acceptance of the Assignment, all responsibility rests with the Customer. Any eventual agreement regarding future production of the prototype as a final product or software falls outside the scope of the Assignment, and if relevant this shall be specifically agreed between the parties.

11. Liability

Both parties shall indemnify the other party from indirect losses and damage to each other's personnel or property, regardless of any liability, whether strict or by negligence, in whatever form. Indirect losses include, but is not limited to, operating loss, deprivation loss, loss of revenue and other financial consequential losses. The Consultant shall have no liability unless otherwise explicitly stated in these Terms. Notwithstanding anything to the contrary, the Consultant's total liability is in any case limited to the total price of the Assignment.

12. Force majeure

Neither parties shall be considered in breach of an obligation to the extent that the party can establish that fulfilment of the obligation has been prevented by force majeure. Force majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the contract and could not reasonably have avoided or overcome it or its consequences. The party invoking force majeure shall, as soon as possible, notify the other party of the force majeure situation. The Consultant is entitled to a schedule extension in so far the delay is due to force majeure. If the force majeure situation causes an inconvenience to the Consultant that is in significant disproportion to the Customer's interest, the Consultant has the right to cancel the Assignment.

13. Confidentiality

All information exchanged between the parties shall be considered confidential, be held in confidence and not be disclosed to third parties without the written consent of the other party. A party may however make such information available to third parties who already have lawful possession of the information, or if such information is or will be in the public domain other than by fault of any of the parties, or such information is received from third parties in a lawful manner without an obligation of confidentiality. However, each party may use or disclose confidential information to third parties to the extent this is necessary to perform and control the work and to make use of the Assignment. If so, the parties shall ensure that such third parties are bound by a confidentiality obligation corresponding to these Terms.

14. Intellectual property rights

Copyright and other relevant intellectual property rights associated with the Assignment's result shall accrue to the Customer when payment has been made, subject to any limitations laid down by mandatory law. The Consultant retains the rights to its own tools, methods and any production material produced by the Consultant for performance of the Assignment for the Customer. The parties may use know-how accumulated in connection with the Assignment, provided that such know-how is not confidential. The Customer shall indemnify the Consultant for any claim arising from alleged infringement of patent or other intellectual property rights in connection with the Assignment, to the extent that such claim is a result of specifications, documentation, etc. prescribed by the Customer.

15. Disputes, legal venue and applicable law

These Terms shall be governed by and interpreted in accordance with Norwegian law. Disputes that may arise between the parties, shall be attempted resolved by negotiations. If no agreement is reached between the parties in negotiations, each party may bring the dispute to the District Court of Sør-Rogaland, as agreed legal venue.