

1 Background

- 1.1 These **General Terms and Conditions** governs the sale and purchase of hardware and software as specified in the purchase order (hereinafter "**Purchase Order**") entered into between Cegal AS, Norwegian business register number 996 221 423 ("**Cegal**") and the customer (hereinafter the "**Customer**").
- 1.2 "**Contract**" shall mean the Purchase Order, these General Terms and Conditions and any appendices.

2 Payment terms

- 2.1 All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by Cegal are set out in the Purchase Order.
- 2.2 The terms and conditions of the relevant Cegal vendor shall be given equivalent application between Cegal and the Customer with respect to any hardware and software that is included in the Purchase Order. Cegal shall submit such terms and conditions to the Customer, if requested.
- 2.3 When applicable Cegal may add costs for freight, import duty, and/or VAT to the consideration to be paid by Customer.
- 2.4 Unless otherwise agreed in the Purchase Order, payment shall be made within thirty (30) calendar days of the invoice date.
- 2.5 Cegal shall retain title to all hardware and software until receipt of full payment by Customer.

3 Limitation of liability

- 3.1 Notwithstanding any provisions or factual circumstances to the contrary, Cegal's total cumulative liability with respect to any Purchase Order, regardless of whether the Purchase Order is terminated or not, shall be limited to 100% of the Purchase Order price.

4 Applicable law, disputes and legal venue

- 4.1 This Contract shall be governed by and interpreted in accordance with Norwegian law.
- 4.2 Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be referred to arbitration and final decision in accordance with the provisions of the Norwegian Arbitration Act (Act no. 25/2004) or newer corresponding regulations replacing these. Arbitration proceedings shall take place in Stavanger unless otherwise agreed by the parties.

The power of appointment referred to in Section 13 of Act no. 25/2004 shall be exercised by the District Court of Stavanger.

