

General Terms and Conditions of Purchase

1. Definitions and Interpretation

1.1. In these Conditions:

"BUYER" means Indra Navia AS.

"CONDITIONS" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and Seller.

"CONTRACT" means the contract, if any, for the sale and purchase of the Goods and the supply and acquisition of the Services.

"DELIVERY ADDRESS" means the address stated on the Order.

"GOODS" means the goods, technology, and software, including any instalment of the goods or any part of them, described in the Order.

"ORDER" means the Buyer's purchase order for the Goods or Services.

"PRICE" means the price for the Goods and/or the charge for the Services.

"SERVICES" means the services (if any) described in the Order.

"SPECIFICATION" includes any plans, drawings, data or other information relating to the Goods or Services.

"WRITING" includes facsimile transmission and electronic mail communication.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of purchase

- 2.1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2. These Conditions shall apply to the Order or Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.
- 2.3. No variation to the Order, the Contract, or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3. Specifications

- 3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order or the Contract and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.
- 3.2. Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Order or Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. Documents or data forming part of the Specification shall be returned to the Buyer on request. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Order or Contract.
- 3.3. The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services, including any regulations for goods classified as Hazardous.
- 3.4. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing. Any such inspection shall not relieve the Seller of its obligations hereunder nor imply acceptance by the Buyer.
- 3.5. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Order or Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.6. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

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4. Price of the Goods and Services

- 4.1. The Price of the Goods or the Services shall be as stated in the Order or Contract and, unless otherwise agreed in Writing, shall be:
 - 4.1.1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - 4.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the charges to the Delivery Address and any duties, imposts or levies other than value added tax. All drums, containers and other packaging will be non-returnable unless otherwise agreed in writing.

5. Terms of payment

- 5.1. The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order or Contract.
- 5.2. Unless otherwise agreed in Writing, the Buyer shall pay the price of the Goods and the Services within 60 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer. Payments from Buyer to suppliers are executed once a month.
- 5.3. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. Delivery

- 6.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order or Contract, in either case during the Buyer's usual business hours. The Buyer shall be entitled to delay the date or period of delivery stated in the Order or Contract by giving not less than seven days' notice to the Seller, specifying the revised date or period for delivery of the Goods or performance of the Services.
- 6.2. Where the date of delivery of the Goods or performance of the Services is to be specified after the placing of the Order or execution of the Contract, the Seller shall give the Buyer reasonable notice of the specified date.
- 6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Order or Contract.
- 6.4. If the Goods are not delivered or the Services are not performed on the due date or within the specified period then the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of penalties for delay one percent (1%) of the Price for every week's delay up to a maximum of ten percent (10%) of the Price. The provisions of this sub-clause shall be without prejudice to any other remedy available to the Buyer, including the right to recover from the Seller any loss or damage incurred by the Buyer in excess of the amount of penalties paid by the Seller.
- 6.5. A packing note quoting the number of the Order or Contract, the number of packages, carrier, the Buyer's part number, quantity and description, must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 6.6. If the Goods are to be delivered, or the Services performed, in instalments, the Order or Contract will be treated as a single contract and not severable.
- 6.7. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Order or Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 6.8. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

7. Risk and Property

- 7.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the INCOTERMS specified in the Order or Contract.
- 7.2. Title in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, in which case title shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Order or Contract.

8. Warranties and liability

- 8.1. The Seller warrants to the Buyer that the Goods:
 - 8.1.1. will be new and of the best quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed or the Contract executed;
 - 8.1.2. will be free from defects in design, material and workmanship;
 - 8.1.3. will correspond with any relevant Specification or sample; and
 - 8.1.4. will comply with all statutory and other applicable requirements and regulations relating to the production, if any, and of the sale of the Goods.
- 8.2. The Buyer may intend to export or re-export the Goods from Norway. The Seller is obliged to notify the Buyer of any restrictions on export or re-export of the Goods laid down by any competent authority and shall obtain at its own expense any license or export authorization required for use of the Goods by the Buyer and their delivery to the Buyer's customer or other end-user.
- 8.3. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 8.4. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Order or Contract, then the Buyer shall be entitled:
 - 8.4.1. to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Order or Contract within seven days of notification; or
 - 8.4.2. at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Order or Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid
- 8.5. The Seller shall indemnify the Buyer in full against all liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - 8.5.1. breach of any warranty given by the Seller in relation to the Goods or the Services;
 - 8.5.2. any infringement of any export regulations affecting the Goods resulting from inadequate information from the Seller to the Buyer or from the Seller's failure to obtain any required license or export authorization for the Goods.
 - 8.5.3. any claim that the Goods, or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 8.5.4. any loss of or damage to property including the property of the Buyer and any personal injury or death caused in whole or in part by the negligence, act, or omission of the Seller, its employees or agents;
 - 8.5.5. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or carrying out the Services; and

9. REACH – Registration, Evaluation, Authorization and Restrictions Of Chemicals

- 9.1. The Candidate List of Substances of Very High Concern for Authorisation (the "Candidate List") is defined under the Regulation EC 1907/2006 of the European Parliament. Seller is required to monitor the Candidate List on a regular basis and provide to Buyer information on new Substances of Very High Concern as they are added, if it applies to the Work. The current Candidate List can be found on the European Chemicals Agency (ECHA) website available at: <http://echa.europa.eu/web/guest/candidate-listtable>. If the Work contain substances found in the list, Seller agrees to provide, at no additional cost to Buyer, information regarding identified substances name, amount contained by weight, total part weight and safe usage information

Buyer has the right to share all such information with Buyer's customer or any other relevant third party.

10. Termination

- 10.1. The Buyer shall be entitled to cancel the Order or Contract in respect of all or part only of the Goods and/or Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller its documented, reasonable and unavoidable costs, less the disposal value of inventory.
- 10.2. The Buyer shall be entitled to terminate the Order or Contract without liability to the Buyer by giving notice to the Seller at any time if:

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- 10.2.1. The Seller makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 10.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - 10.2.3. the Seller ceases, or threatens to cease, to carry on business; or
 - 10.2.4. the Seller is deemed to be in breach of Article 11.4 or 11.5 herein.
 - 10.2.5. the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 10.3. Neither party shall be liable to the other for any failure to comply with its obligations due to events outside its control, including acts of God, civil or military disturbances, acts of governmental authority, or industrial action (excluding industrial action of the Seller's employees)

11. General

- 11.1. The Order or Contract is personal to the Seller, and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Order or Contract except by the prior written permission of the Buyer.
- 11.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.3. No waiver by the Buyer of any breach of the Order or Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4. Buyer may by written notice to Seller, terminate the Order or Contract with immediate effect if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Seller or any representative of Seller to any officer or employee of the Buyer for the purpose of obtaining the Order or Contract or securing favorable treatment in respect of any amendment or determination concerning the Order or Contract.
- 11.5. The Seller shall comply with, and require its subcontractors and any person under its control to comply with Buyer's Code of Ethics and Legal Compliance and any of its updates as published from time to time on Buyer's corporate website (<http://www.indracompany.com/en/indra/code-ethics-legal-compliance>) as well as all applicable national, Norwegian, European, and international regulations concerning ethical and responsible standards of corporate behavior, including and without being limited to those dealing with human rights, civil and political rights, environmental protection, child labor, sustainable development and corruption.

11.6. Information Security Compliance

Before commencing any work under the Order, the Seller shall comply with the latest version of the Buyer's Information Security available at: <https://www.indracompany.com/en/indra/information-security> and all applicable laws and regulations, including Commission Implementing Regulation (EU) 2023/203 and General Data Protection Regulation (GDPR).

- 11.7. The Buyer reserves the right to audit the Seller's implementation of measures for managing and protecting the Buyer's business secrets. The audit may be conducted using methods reasonably determined by the Buyer. The Seller shall cooperate fully to ensure the audit is conducted efficiently. If, the audit reveals inadequate measures or unauthorized disclosure, The Buyer may terminate the Order, with immediate effect by written notification, and pursue legal remedies as permitted by law

11.8. Use of Generative Artificial Intelligence (AI)

The Buyer shall establish guidelines for the responsible and secure use of generative artificial intelligence (AI) technologies. These guidelines apply to any Seller personnel who access or use generative AI tools on behalf of the Buyer, including roles in marketing, product development, and The Seller must comply to the Buyer's Responsible Artificial Intelligence Policy, available at

https://www.indracompany.com/sites/default/files/d7/Accionistas/2025/Politicass/responsible_artificial_intelligence_policy.pdf Use of generative AI must not involve processing or disclosure of Buyer's confidential or proprietary information unless expressly authorized in writing

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- 11.9. The total value of the Order or Contract may be applied as offset credit in support of any present or future offset obligations in Seller's country of the Buyer or the Buyer's parent company or affiliates. Buyer shall have the right to assign, sell or otherwise transfer such credits to third parties of its choice.
- 11.10. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.11. Any Order or Contract issued pursuant to these Conditions shall be governed by and construed in accordance with the substantive law of the Kingdom of Norway as applied to contracts made and to be performed entirely in Norway, exclusive of any conflict-of-law rules. It is the intent of the Parties to amicably settle all disputes related to such Order or Contract by conference and negotiation in good faith. Any dispute or differences arising between the Parties arising from such Order or Contract which cannot be settled amicably between the Parties shall be referred to the Arbitration Institute of the Oslo Chamber of Commerce for binding arbitration according to the Rules of said Institute.